



RESOLUTION NO. 2014-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CARROLLTON, THE TOWN OF ADDISON, THE CITY OF COPPELL, AND NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. (“NTECC”) REGARDING THE ASSIGNMENT TO AND ASSUMPTION BY NTECC OF THE IXP CONSULTING SERVICES AGREEMENT RELATING TO ESTABLISHMENT OF THE NTECC COMMUNICATIONS CENTER; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among governmental entities;

WHEREAS, the City of Carrollton (“Carrollton”), Town of Addison (“Addison”), City of Coppel (“Coppel”) and the City of Farmers Branch (“Farmers Branch”)(collectively, “the Cities”) have joined to establish North Texas Emergency Communications Center, Inc. (“NTECC”) for the purpose of financing, constructing, owning, managing and operating a regional public safety communications center (“the Center”) for the benefit of the Cities; and

WHEREAS, concurrently with NTECC’s organization, Addison, pursuant to an interlocal agreement among the Cities titled *IXP Interlocal Agreement*, entered into an agreement with iXP Corporation, a Delaware corporation (“IXP”) titled *IXP Consulting Services Agreement* (the “IXP Consulting Agreement”), through which IXP would provide temporary management and related services to facilitate the establishment and the initial start-up and operation of NTECC and the Center; and

WHEREAS, the IXP Consulting Agreement was amended by that certain *Amendment to IXP Consulting Services Agreement* (the “IXP Amendment”)(the IXP Consulting Agreement, as amended by the IXP Amendment, collectively the “IXP Agreement”); and

WHEREAS, the IXP Agreement and the IXP Interlocal Agreement contemplate that, following the creation and establishment of NTECC, Addison’s interest in the IXP Agreement would be assigned by Addison to NTECC at a time NTECC and the Cities deem appropriate and that Addison would thereafter no longer be a party to the IXP Agreement; and

WHEREAS, in order to facilitate the procurement of certain software, hardware, goods and services necessary for the operation of the Center, NTECC’s board of directors, who are also the City Managers of the Cities, have determined that assignment of the IXP Agreement to NTECC at this time is in the best interest of the NTECC and the Cities; and

WHEREAS, NTECC has not yet established its own bank accounts nor entered into a operations agreement with the Cities to provide for the funding of NTECC's functions necessary to provide the services to be provided by NTECC to the Cities; and

WHEREAS, the City Manager recommends that Farmers Branch enter into an interlocal cooperation agreement with NTECC and the other Cities for the purpose of establishing their agreement regarding assignment to and assumption of the IXP Agreement to NTECC, the payment of expenses under the IXP Agreement, the temporary administration of payments by Addison of amounts owed by NTECC pursuant to the IXP Agreement, and the reimbursement of Addison by Carrollton, Coppell, and Farmers Branch of their respective shares of the costs under the IXP Agreement paid by Addison; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to enter into such an agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City an *Interlocal Agreement Regarding Assignment and Assumption of IXP Consulting Services Agreement* with the Town of Addison, City of Carrollton, City of Coppell, and North Texas Emergency Communications Center, Inc., containing substantially the terms and provisions attached hereto as Exhibit "A" and incorporated herein by reference and to take such steps that are reasonable and necessary to comply with the intent of this resolution and said agreement.

SECTION 2. This resolution shall become effective immediately upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 18TH DAY OF NOVEMBER, 2014.

ATTEST:

APPROVED:

Angela Kelly, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:11/12/14:69055)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT REGARDING ASSIGNMENT AND ASSUMPTION OF
IXP CONSULTING SERVICES AGREEMENT**

This **INTERLOCAL AGREEMENT REGARDING ASSIGNMENT AND ASSUMPTION OF IXP CONSULTING SERVICES AGREEMENT** ("Agreement") is entered into as of the Effective Date by and among the **TOWN OF ADDISON, TEXAS**, ("Addison"), the **CITY OF CARROLLTON, TEXAS** ("Carrollton"), the **CITY OF COPPELL, TEXAS** ("Coppell"), and the **CITY OF FARMERS BRANCH, TEXAS**, ("Farmers Branch"), all of whom are Texas home rule municipalities operating under the authority of their respective governing bodies (Addison, Carrollton, Coppell, and Farmers Branch, are hereinafter sometimes referred to collectively as "the Cities") and **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.** ("NTECC"), a Texas non-profit local government corporation (the Cities and NTECC hereafter referred to 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, to further the creation and establishment of the Center (as defined below), the Cities entered into an interlocal agreement titled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the "LGC Interlocal Agreement") that, among other things, provided for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code; and

WHEREAS, NTECC is the local government corporation organized by the Cities pursuant to the LGC Interlocal Agreement 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 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, following the Cities' approval of the LGC Interlocal Agreement and in order to promptly facilitate its execution, but prior to the NTECC's organization, Addison, pursuant to an interlocal agreement among the Cities titled *iXP Interlocal Agreement*, entered into an agreement with iXP Corporation, a Delaware corporation ("iXP") titled *IXP Consulting*

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Services Agreement (the "IXP Consulting Agreement"), a copy of which is attached to this Agreement as Exhibit 1; and

WHEREAS, the IXP Consulting Agreement engaged IXP to, among other things, provide temporary management and related services to facilitate the establishment and the initial start-up and operation of NTECC and the Center; and

WHEREAS, the IXP Consulting Agreement was amended by that certain *Amendment to IXP Consulting Services Agreement* with an effective date of _____, 2014 (the "IXP Amendment"), a copy of which is attached to this Amendment as Exhibit 2 (the IXP Consulting Agreement, as amended by the IXP Amendment, is referred to in this Agreement as the "IXP Agreement"); and

WHEREAS, the IXP Agreement and IXP Interlocal Agreement contemplate that, following the creation and establishment of NTECC, Addison's interest in the IXP Agreement would be assigned by Addison to the NTECC at a time NTECC and the Cities deem appropriate and that Addison would thereafter no longer be a party to the IXP Agreement; and

WHEREAS, the Parties have determined that assignment of the IXP Agreement to NTECC is in the best interest of the Parties; and

WHEREAS, NTECC, as of the Effective Date of this Agreement, has not yet established its own bank accounts, nor entered into an operations agreement with the Cities to provide for the funding of NTECC's functions necessary to provide the services to be provided by NTECC to the Cities; and

WHEREAS, in consideration of the direct benefits to be derived by the Cities from the construction, maintenance, and operation of the Center by NTECC, the Cities desire to pay the expenses to be owed by NTECC under the IXP Agreement; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the agreement of the Parties regarding the IXP Agreement, the payment of expenses under the IXP Agreement, the continued temporary administration of payments by Addison of amounts owed by NTECC pursuant to the IXP Agreement, and the reimbursement of Addison by Carrollton, Coppell, and Farmers Branch of their respective shares of the costs under the IXP Agreement paid by Addison.

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:

“Effective Date” means the date this Agreement has been approved by the governing bodies of all of the Cities and the Board of Directors of NTECC and signed by the authorized representatives of each Party.

“IXP Costs” means amounts of money due and owing to IXP pursuant to the IXP Agreement.

“Operations Agreement” means an agreement among the Cities and NTECC to be negotiated and entered subsequent to the Effective Date of this Agreement relating to the operations and maintenance of the Center, which agreement shall, among other things, describe the services to be provided by NTECC to the Cities, the procedures for adoption of an annual budget for the operations of the Center, and the allocation to the Cities of the costs for NTECC’s services.

“Term” means the term set forth in Article II.

II. TERM

This Agreement shall commence on the Effective Date and shall end on the date that (i) the IXP Agreement terminates and all obligations between NTECC and IXP have been satisfied and (ii) all obligations to pay Addison any funds owing by Carrollton, Coppell, and Farmers Branch pursuant to this Agreement have been paid, unless terminated earlier as provided in this Agreement.

III. EXECUTION OF ASSIGNMENT AND ASSUMPTION; PAYMENT OF CONTRACT EXPENSES

3.01 Execution of Assignment and Assumption by NTECC; Reliance on the Cities Performance. Pursuant to this Agreement, NTECC agrees to sign the *Assignment and Assumption of IXP Consulting Services Agreement* attached hereto as Exhibit 3 (“the Assignment”) assuming Addison’s rights, titles, and obligations as “Client” pursuant to the provisions of the IXP Agreement. The Cities understand and acknowledge that NTECC would not have signed the Assignment but for the agreements by the Cities set forth in this Agreement including, but not limited to, the Cities’ agreement to pay their shares of the IXP Costs.

3.02 NTECC Execution of Assignment and Assumption is Public Purpose. The Parties understand, acknowledge, and agree that NTECC shall be the only Party to the IXP Agreement, and shall be the only Party contractually liable to IXP for the obligations of the “Client” as set forth in the IXP Agreement, including payment of the IXP Costs. Notwithstanding the foregoing, the Cities acknowledge and agree that (i) NTECC’s execution of the Assignment and the performance of NTECC’s obligations pursuant to the provisions of the IXP Agreement as assigned to and assumed by NTECC pursuant to the Assignment are in furtherance of the public purpose for which the Cities formed NTECC, and (ii) payment of the IXP Costs to IXP, whether paid directly by the Cities or through NTECC, benefits the Cities and their respective residents.

3.03 Current Funds Appropriated. The Cities hereby warrant and represent they have each identified and appropriated current funds as of the Effective Date to pay their respective share of the IXP Costs for the one year period ending September 30, 2015. NTECC and the Cities understand, acknowledge, and agree that, unless the Cities agree among themselves subsequent to the Effective Date of this Agreement to prepay NTECC and/or IXP the amounts due to IXP for IXP Costs, the funds for payment of IXP Costs for any period after September 30, 2015, will be subject to annual appropriations by each of the Cities.

3.04 Share of IXP Costs. The Cities agree that their shares of IXP Costs to be paid pursuant to the IXP Agreement shall be allocated as follows:

A. Each City shall pay one fourth (1/4) of the amounts to be paid to IXP pursuant to Section 3.A. of the IXP Agreement; and

B. With respect to all other IXP Costs, including, but not limited to, any IXP Costs constituting a reimbursement to IXP for the procurement of goods or services for NTECC (including those identified in the IXP Amendment):

- | | | |
|-----|-----------------|-----|
| (1) | Addison: | 19% |
| (2) | Carrollton: | 36% |
| (3) | Coppell: | 21% |
| (4) | Farmers Branch: | 24% |

The Cities understand and acknowledge that, with respect to IXP Costs, the above allocation may be altered from time to time after the Effective Date of this Agreement in accordance with the adjustment of the Cities' allocation of costs for operating and maintaining the Center pursuant to the provisions of the Operations Agreement.

3.05 Administration of Payments of IXP Costs. The Cities understand and acknowledge that NTECC is a newly formed corporate entity which, as of the Effective Date of this Agreement, has not established its own bank accounts and has no funds of its own from which to pay the IXP Costs. Until such time as NTECC has established its own funded bank accounts from which to pay the IXP Costs, Addison agrees to pay the IXP Costs directly to IXP. Addison will make payments to IXP in accordance with the IXP Agreement. The other Cities shall reimburse Addison their proportionate share as set forth in Section 3.04 of each payment made by Addison. Such reimbursement shall be made by Carrollton, Farmers Branch, and Coppell not later than fifteen (15) days following their receipt of an invoice from Addison identifying the amount(s) paid by Addison and a copy of the IXP invoice and any supporting documentation received in support thereof from IXP. Notwithstanding the foregoing, Addison shall not make any payment pursuant to the IXP Agreement unless such invoice has been reviewed and approved by NTECC.

3.06 Ratification of and Consent to the IXP Amendment. Carrollton, Coppell, Farmers Branch, and NTECC hereby approve the IXP Amendment and ratify and affirm the acts of Addison in approving and executing the IXP Amendment prior to the Effective Date and agree that such acts shall be deemed to have occurred as if the Cities and, as necessary, NTECC, had approved and consented such the execution of the IXP Amendment prior to Addison's execution thereof. If Addison has not executed the IXP Amendment prior to the Effective Date, the Parties approve and consent to the same and authorize Addison to execute it.

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 City at the following address:

If intended for Town of Addison:

With copy(ies) to:

Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

City Attorney
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

If intended for City of Carrollton:

With copy(ies) to:

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

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

If intended for City of Coppell:

With copy(ies) to:

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

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

If intended for City of Farmers Branch:

With copy(ies) to:

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

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

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If to NTECC:

With copy(ies) to:

North Texas Emergency Communications
Center, Inc.
Attn: Executive Director
13000 William Dodson Parkway
Farmers Branch, Texas 75234

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. 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 between the parties that in any manner relates to the subject matter of this Agreement.

4.06 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

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

4.08 Amendment. This Agreement may be amended by the mutual written agreement of all Cities.

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

4.10 Authority to Enter Agreement. Each City and NTECC 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.

4.11 Severability. In the event 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.

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

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

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

4.15 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 4.15 shall survive termination.

4.17 Survival of Covenants; No Third Party Beneficiaries. 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. This Agreement and all of its provisions are solely for the benefit of the Parties, and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

4.18 Source of Payment. Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party or from funds otherwise lawfully available to the Party for use in the payment of the Party's obligations pursuant to this Agreement.

4.19 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 Party's 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 Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

4.20 Termination of IXP Interlocal Agreement. In accordance with Section 2 of the IXP Interlocal Agreement, the IXP Interlocal Agreement shall terminate upon execution of the Assignment by Addison and NTECC; provided, however, to the extent that Addison has made any payments to IXP pursuant to the IXP Interlocal Agreement for which the other Cities are obligated to provide reimbursement, that obligation shall survive termination of the IXP Interlocal Agreement and shall be deemed a payment due pursuant to Section 3.05 of this Agreement.

(Signatures on Following Pages)

Addison Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

TOWN OF ADDISON

By: _____
Lea Dunn, City Manager

ATTEST:

Matt McCombs, City Secretary

APPROVED AS TO FORM:

City Attorney

Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

CITY OF CARROLLTON

By: _____
Leonard Martin, City Manager

ATTEST:

Krystle Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith Ladd, City Attorney

Coppell Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

CITY OF COPPELL

By: _____
Karen Selbo Hunt, Mayor

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

CITY OF FARMERS BRANCH

By: _____
Gary D. Greer, City Manager

ATTEST:

Angela Kelly, City Secretary

APPROVED AS TO FORM:

City Attorney

NTECC Signature Page

SIGNED AND AGREED this ____ day of _____, 2014.

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

By: _____
Gary D. Greer, President

APPROVED AS TO FORM:

General Counsel

EXHIBIT "1"
COPY OF IXP CONSULTING AGREEMENT

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Exhibit "1"

Copy of IXP Consulting Services Agreement

IXP CONSULTING SERVICES AGREEMENT

This IXP Consulting Services Agreement ("Agreement") is made and entered into as of 2nd day of April, 2014 ("Effective Date") by and between iXP Corporation, a Delaware corporation, having its principal place of business at Princeton Forrestal Village, 103 Main Street, Princeton, NJ 08540 ("Consultant" or "IXP"), and the Town of Addison, Texas ("Client," "Town of Addison," or "Addison") (Consultant and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Consultant is in the business of, among other things, analyzing the emergency communications systems of local governments, including emergency services dispatch systems, and facilitating the joint development and implementation of those systems by and among multiple local governments.

2. Client is one of four cities – the others being the City of Carrollton, Texas ("Carrollton"), the City of Coppell, Texas ("Coppell"), and the City of Farmers Branch, Texas ("Farmers Branch") (collectively, the "Cities" and each being a home rule city) – that entered into an interlocal agreement entitled *Metrocrest Quad Cities Public Safety Radio System Interlocal Agreement* (effective June 26, 2013) (the "Radio System Interlocal Agreement") for the purpose of establishing the Cities' agreement regarding the purchase, installation, maintenance, operation, management, and use of a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the Cities for providing public safety dispatch and communications for the Cities' respective Fire/EMS and Police departments (the "Radio System").

3. In connection with and related to the Radio System and the Radio System Interlocal Agreement, the Cities commissioned a study, conducted by Consultant, regarding the method of public safety dispatching and communications conducted by each of the Cities, and the options, advantages, and disadvantages to consolidating the public safety dispatch and communications operations of the Cities into a single consolidated public safety communications center (the "Dispatch Study").

4. The findings of the Dispatch Study indicated that the operation by the Cities of a consolidated public safety communications center ("Communications Center") would result in significant efficiencies and savings in both human and financial resources and allow for a higher level of coordination of public safety services within the Cities that will enhance the safety of residents and other inhabitants of each of the Cities.

5. Following the Cities' receipt and evaluation of the Dispatch Study, the Cities entered into an interlocal agreement entitled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the "LGC Interlocal Agreement") that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code, to be known as *Metrocrest Quad Cities Local Government Corporation* (the "Corporation"), which will be organized for the purpose of assisting and acting on behalf of the

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Exhibit "1"

Copy of IXP Consulting Services Agreement

Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of the Communications Center and other joint projects as authorized in the Certificate of Formation and the Bylaws of the Corporation, as may be amended from time to time. The LGC Interlocal Agreement further provides for the development of agreements regarding the operation of the Corporation.

6. The Cities are, as of the Effective Date, in the process of carrying out the terms of the LGC Interlocal Agreement, including the creation of the Corporation, the development of its organizational, operational, staffing, and support elements, and the provision of the Communications Center, so that the Corporation will become an emergency communications organization that supports the Cities and their public safety functions.

7. In order to help implement the LGC Interlocal Agreement, the Cities desire to engage the services of IXP to provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the Corporation and the Communications Center in coordination with the Radio System project, and to provide assistance with management, operations, and technology of the Communication Center during the first year of its operation. The services to be provided by IXP are set forth in this Agreement, below.

8. The Cities desire that IXP begin promptly to provide the services described in this Agreement as the Cities finalize the creation and initial organization of the Corporation. Accordingly, Addison is entering into this Agreement with IXP, but the parties recognize and agree that, once the Corporation has been created and established and at such time as Addison deems appropriate, this Agreement will be assigned to the Corporation and Addison will no longer be a party to it. Additionally, this Agreement is subject to and contingent upon the Cities entering into an interlocal agreement that approves this Agreement and that provides for the sharing of the costs of this Agreement by the Cities (the "IXP Interlocal Agreement").

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Section 1. Consultant's Work and Services; Standards of Performance; Consultant Services Manager; Independent Contractor.

A. Client engages Consultant to provide, and Consultant agrees to provide to Client (and to the other Cities), the professional work and services set forth in Schedule A attached hereto and incorporated into and made a part of this Agreement by this reference (the "Services"). During the Term (as defined in Section 2, below), Consultant agrees to provide the Services to Client in accordance with this Agreement and to Client's satisfaction.

B. The Services shall be performed and provided by Consultant in a professional manner, consistent with that level of care and skill ordinarily exercised by reputable members of Consultant's profession in Dallas County, Texas. Consultant represents that it has the skill and the professional expertise necessary to provide the Services to the Client.

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Exhibit "1"

Copy of IXP Consulting Services Agreement

In providing the Services, Consultant shall at all times comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations and standards adopted by any governmental entity, agency, commission, or authority having jurisdiction over the Services, and with all applicable professional standards pertaining to the Services.

Consultant represents to Client that its execution and delivery of this Agreement and its performance of the Services does not and will not: (1) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Consultant is a party; or (2) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Consultant.

All persons provided by Consultant to perform the Services under this Agreement shall be adequately trained and capable of properly performing the Services.

C. Consultant will designate an employee to manage and oversee all of the Services, and Consultant will identify such person to Client in writing. Among other things, such employee will coordinate the Services and provide general direction and guidance in connection with Consultant's performance of the Services.

D. In the performance of Services contemplated under this Agreement, Consultant acknowledges and agrees that Consultant is acting as an independent contractor, and nothing in this Agreement creates, nor is intended nor shall be construed to create, an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow Client to exercise discretion or control over the manner in which Consultant performs the Services which are the subject matter of this Agreement. Consultant is solely responsible for all labor and expenses in connection with the Services provided under or in connection with this Agreement, and for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by, arising out of, or resulting from any act or omission of Consultant, or Consultant's directors, partners, officers, managers, employees, agents, contractors, subcontractors, or any person or entity for whom Consultant is legally liable, under or in connection with this Agreement.

Section 2. Term; Termination.

A. *Term.* The term of this Agreement will commence on the later of the (i) date this Agreement has been signed by both Consultant and Client, and (ii) the date that the last of the Cities approves and executes the IXP Interlocal Agreement, and, unless earlier terminated as set forth in this Agreement, will continue through and terminate on March 31, 2015 (but if Consultant has not provided all of the Services by March 31, 2015, Client may extend this Agreement to a later date or dates to allow the completion of all the Services) (the "Term"). If all of the Cities do not approve and execute the IXP Interlocal Agreement on or before April 2, 2014, this Agreement shall be null and void and have no force or effect.

B. *Termination.* This Agreement may be terminated prior to expiration of the Term as follows:

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Exhibit "1"

Copy of IXP Consulting Services Agreement

(a) Client may terminate this Agreement at any time and for any reason (or for no reason) by giving Consultant at least thirty (30) days written notice of such termination. Upon receipt of the termination notice, Consultant will stop work in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any).

(b) If either party (the "defaulting party") defaults in the performance of or violates any material term or provision of this Agreement (a "default"), the other party (the "non-defaulting party") shall have the right to terminate this Agreement upon giving to the defaulting party written notice of such default (specifying the default in such notice) at least ten (10) business days' prior to such termination; provided, however, that such right of termination shall not be exercised by the non-defaulting party unless and until a default remains uncured by the defaulting party for the said ten (10) business day period, but if the default cannot with diligence be cured within said ten (10) business day period, if within such ten (10) business day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, but not to exceed fifteen (15) business days following the receipt of the said notice. If the default is not cured within the said period of time (as applicable) to the satisfaction of the non-defaulting party, this Agreement shall terminate upon the expiration of the said period of time. For purposes hereof "business days" means Monday through Friday of each week, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Should this Agreement be terminated for any reason prior to the completion of the Services, Client shall pay Consultant for the Services properly provided through the date of termination, subject to and in accordance with other provisions of his Agreement.

Section 3. Compensation.

A. Client will pay Consultant, for Consultant's provision and performance of items 1 ("Governance and Organizational Setup") through 7 ("Planning and reconfiguration of Carrollton's existing PSAP so it can be used as the backup PSAP for the Corporation's new facility") of the Services as set forth in the attached Schedule A and rendered in accordance with the terms of this Agreement, the total sum of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) (the "Contract Amount"). Payment of the Contract Amount will be made in accordance with the following:

- The sum of \$85,000.00 ("Monthly Amount") will be paid each month for a period of 12 consecutive months (for a total amount of \$1,020,000.00) commencing with March, 2014 (the last such payment to be made for the month of February, 2015).
- The sum of \$80,000.00 (the "Final Amount") will be paid following the completion of the testing of the backup communication center identified in item 7 set forth in the attached Schedule A (the "Completion of Testing").

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- With respect to each Monthly Amount, on or before the 10th day of each month (beginning with March, 2014) Consultant shall submit to Client an invoice for the Services performed and provided by Consultant during the immediately prior month. Each invoice shall include (i) a description of the Services performed (and specifically identifying which of items 1 through 7 included in the attached Schedule A is the subject of or included within the invoice), and include a good faith estimate of the percentage of the Services completed and the total amount invoiced by Consultant for the Services through and including the month that is the subject of the invoice, (ii) true and correct copies of any and all documents and/or materials in support of the invoice, and (iii) any additional documents or materials as the Client may request in connection with the invoice and/or the compensation paid to Consultant.
- With respect to the Final Amount, within 10 days following the Completion of Testing, Consultant shall submit to Client an invoice for the Services performed and provided by Consultant since the date of the immediately prior invoice. Such invoice shall include the information described in the bullet point above.
- Client will pay Consultant the amount of an invoice, to the extent that such amount is not in dispute, within thirty (30) days after the City's receipt of each such invoice (and all accompanying materials) as described above.

B. The services described in item 8 of the attached Schedule A above can be provided to Client, at Client's sole discretion and election, on either a fixed-price basis or a "Time & Material" basis. Prior to go-live, the parties will meet and confer on the appropriate post go-live support model and establish pricing and payment terms at that time through an amendment to this Agreement, if the parties are able to agree on such amendment.

C. Notwithstanding the foregoing, if Client requests and as an optional service, IXP will conduct the technology system procurements and title transfers as described in item 4.4 included in the attached Schedule A at the direct cost of acquisition plus 3% for administrative processing. If Client requests the same, payments for these purchases (including any incremental payments required as part of the order, installation, testing, and acceptance cycle) will be made within 30 days of IXP's invoice to Client for each purchase.

D. Notwithstanding any other provision of this Agreement (including the attached Schedule A) to the contrary, Client shall not be obligated to make payment to Consultant hereunder if:

- (a) Consultant is in default of any of its obligations under this Agreement or any documents in connection with the Services (and payment may be withheld to the extent of any such default) subject to the cure period provision in Section 2.B.(b);
- (b) Any part of any payment is attributable to any Services of Consultant which are not performed in accordance with this Agreement, subject to the cure period provision in Section 2.B.(b); or

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(c) Consultant has failed to make payment promptly to consultants or other third parties used by Consultant in connection with Consultant's Services hereunder for which the Client has made payment to Consultant.

Section 4. Records, Documents, Confidentiality.

A. All records, reports, documents, materials, and all other information whatsoever, in whatever form or format, prepared by, for, or on behalf of Consultant in connection with or related to this Agreement and the Services shall belong to and are owned exclusively by the Client for all purposes, and shall be provided and delivered to the Client upon the earlier of the termination or expiration of this Agreement or at the City's request. This provision shall survive the expiration or termination of this Agreement.

B. Consultant agrees that any documents, records, materials, or other information (collectively, "confidential information") received from Client (or any of the Cities) and identified in writing as confidential (or if not identified in writing, if it is clear from the circumstances that the documents, records, materials, or other information are confidential) will not be disclosed or used by the Consultant, except for the purpose(s) set forth herein, without the prior written consent of Client. The Consultant will use the same degree of care to avoid publication or dissemination of such confidential information of Client as the Consultant employs with respect to its own information of similar importance and will only disclose the confidential information to those employees of Consultant who have a "need to know." Consultant will take appropriate action by way of instructions or written agreements with its employees receiving such confidential information to advise such employees of all obligations under this Agreement.

The Consultant will not be liable for disclosure of information received from Client (or any of the other Cities) if it:

- (a) is contained in a printed publication generally available to the public without restriction;
- (b) becomes publicly known without breach of this Agreement or through no wrongful act of Consultant;
- (c) is approved in writing for disclosure without restriction by a duly authorized officer of the Client;
- (d) is already known by Consultant without restriction when received, or thereafter is developed independently by Consultant and the Consultant's records clearly establish such independent development; or
- (e) is required by a court or other governmental or judicial authority to be disclosed (and in the event Consultant receives notice that Client's (or any other Cities') information is the subject of a governmental or judicial inquiry, directive, or order, Consultant shall immediately make Client aware of such inquiry, directive, or order, and Client may take such steps as Client may deem appropriate or necessary to protect such information).

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In the event that Consultant fails to comply with the terms of this confidentiality provision, Client may suffer irreparable harm, and monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to Client at law, in equity, or otherwise, Client may be entitled to injunctive relief to enforce the terms of this Agreement, and such further relief as may be proper from a court of competent jurisdiction.

Termination or expiration of this Agreement will not be deemed to affect Consultant's obligations with respect to confidential information, and such obligations will continue in full force and effect for a period of two (2) years after termination or expiration of this Agreement. Upon such termination or expiration of this Agreement, at Client's request, Consultant will return to Client all of Client's (and any of the other Cities') information that Client deems confidential, including all originals and any copies, and will not retain any originals or any copies of any such information; this obligation shall survive the termination or expiration of this Agreement.

C. Consultant shall keep complete and accurate records of the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to the Client upon request. Consultant shall assure the confidentiality of any records that are required by law to be so maintained.

Section 5. Insurance; CONSULTANT'S INDEMNIFICATION OBLIGATION.

A. In connection with this Agreement and at all time relevant hereto or in connection herewith, Consultant shall acquire and maintain in a company or companies lawfully authorized to do business in Texas at least the following insurance:

(1) Workers' Compensation insurance at statutory limits under the laws of Texas, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

(2) Commercial General Liability insurance, with combined single limits of not less than \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage; \$1,000,000 for personal injury; and a \$1,000,000 annual aggregate for Products/Completed Operations. Coverage must include Contractual Liability and Products/Completed Operations;

(3) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including Owned, Non-Owned and Hired Car Coverage. This coverage must be written on a standard and approved ISO form; and

(4) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. This coverage must be

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maintained for at least two (2) years after the Services are completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

With reference to the foregoing insurance requirement, Consultant shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas (and all other Cities) shall be named as an additional insured with respect to all liability policies.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison (and all other Cities, and, upon assignment of this Agreement, the Corporation).
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents (and all other Cities and their respective officers, employees, and agents and, upon assignment of this Agreement, the Corporation and its directors, officers, employees, and agents) shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas (and all other Cities, and, upon assignment of this Agreement, the Corporation) will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name the Town of Addison, Texas (and other Cities and/or the Corporation) as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

Consultant may maintain reasonable and customary deductibles. Insurance must be purchased from insurers that are financially acceptable to the Client and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Consultant and the Town of Addison prior to the commencement of any Services or work by Consultant hereunder, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison (and the Cities and, if applicable, the Corporation).

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

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B. Consultant's Indemnity Obligation. Consultant covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Client), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and each of the other Cities, and the elected and appointed officials, and the officers, employees, agents, and representatives of the Town of Addison, Texas and of each of the other Cities, individually or collectively, in both their official and private capacities (the said Town of Addison, Texas and each of the other Cities, the elected and appointed officials, and officers, employees, agents, and representatives of the Town of Addison, Texas and of each of the other Cities each being an "Indemnified Person" and collectively the "Indemnified Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Indemnified Persons or any of them, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the Services to be provided by Consultant pursuant to this Agreement as described herein, including in Section 1.A. above and the attached Schedule A, (ii) any representations and/or warranties by Consultant under this Agreement, (iii) any personal injuries (including but not limited to death) to any Consultant Persons (as hereinafter defined) and any third persons or parties arising out of or in connection with Consultant's provision of Services under this Agreement, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Consultant or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Consultant is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Consultant Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PERSON, OR CONDUCT BY ANY INDEMNIFIED PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Consultant's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Indemnified Person or Indemnified Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Consultant's liability for Indemnified Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Indemnified Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Consultant shall promptly advise the Client in writing of any claim or demand against any Indemnified Person related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's sole cost and expense. The Indemnified Persons shall have the right, at the Indemnified Persons' option and own expense, to participate in such defense without relieving Consultant of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement. If this Agreement is assigned to the Corporation,

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the Corporation, its directors, officers, employees, agents, and representatives shall be deemed and become "Indemnified Persons" for purposes of this Section 5.B.

Section 6. Miscellaneous.

A. *Notice.* Any notice or statement required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given or delivered for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

To Consultant:

IXP Corporation
Princeton Forrestal Village
103 Main Street
Princeton, NJ 08540
Attn: Legal

Such addresses and addressees may be changed by giving notice of such change in accordance with this provision.

B. *Force Majeure.* In the event either the Consultant or the Client shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice of such delay and the reasons therefor to the other party, and thereupon performance of such act shall be excused for such period of delay.

C. *Assignment.* Except as provided in this Agreement, neither party may assign, sell, transfer, subcontract, or otherwise convey (collectively, "assign") this Agreement or any of their rights or obligations hereunder, in any manner whatsoever (including by merger, consolidation, or by operation of law) to a third party without the prior written consent of the other party; and any such assignment without the other party's prior written consent shall be considered null and void *ab initio*.

Notwithstanding the foregoing provisions of this Section 6.C. or any other provision of this Agreement, Client may assign, in whole or in part and at any time whatsoever, this Agreement to the Corporation or to any of the other Cities; and if Client assigns this Agreement, Client shall be fully released from, and shall have no further liability, responsibility, or obligations for or under, this Agreement. In the event of any such assignment, the provisions of Section 4 (Records; Documents; Confidentiality) and Section 5 (Insurance; Consultant's Indemnification Obligation),

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above, and other provisions of this Agreement in favor of the Client and the other Cities, shall continue to apply to Client and the Cities (e.g., IXP shall continue to have its required insurance endorsed to name the Town of Addison and all other Cities as additional insureds).

D. *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. Except as provided herein, this Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Each of Carrollton, Farmers Branch, Coppell, and the Corporation are third party beneficiaries of this Agreement and of the obligations, duties and responsibilities of Consultant under this Agreement, and shall be entitled to the same rights and benefits of this Agreement as if each of the said Cities and/or the Corporation was the Client under this Agreement.

E. *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

F. *Mutual Drafting; Headings; "Includes".* This Agreement is the joint product of Client and Consultant, and each provision has been subject to the mutual consultation, negotiation, and agreement of Consultant and Client, and will not be construed for or against any party. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

G. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

H. *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of

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this Agreement shall survive the expiration or termination of this Agreement, except as otherwise provided in this Agreement. All waivers must be in writing and signed by the waiving party.

I. *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between Consultant and Client with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of Consultant and Client or it shall have no effect and shall be void.

J. *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

K. *Recitals.* The above and foregoing recitals are true and correct and are incorporated into and made a part of this Agreement for all purposes.

L. *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below.

TOWN OF ADDISON, TEXAS

IXP CORPORATION

By: 
Lca Dunn, City Manager

By: 
William E. Metro, Chief Executive Officer

Date: 4/2/14

Date: 4/3/14

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Schedule A
to IXP Consulting Services Agreement

IXP shall provide to Addison and to the other Cities the following work and services in connection with the establishment and initial start-up and operation of the Corporation and the Communications Center and in coordination with the Radio System project. For purposes hereof, the work and services to be provided with respect to the Corporation will be provided even though the Corporation may not have yet been created.

1. Governance and Organizational Setup
 - 1.1. Work with the Cities to establish the governance and operational structures of the Corporation and the initial operations agreement used to define the service level expectations and cost allocation mechanisms between the Corporation and the Cities.
 - 1.2. Assist the Corporation in establishing the required service relationships for accounting and human resource/benefits administration.
 - 1.3. Provide support and staffing for standing meetings of the governing board, operations board and technology coordination committee for the first 12 months of the Corporation.
2. Establishing Operational Policies and Procedures
 - 2.1. Collect and review the current operational policies and procedures of each of the four existing communications centers and identify common practices across multiple operations as well as unique processes or operational requirements.
 - 2.2. Facilitate a series of workshops with the leadership groups for the law enforcement, fire service and communications center groups to establish the service level expectations and operational requirements for the consolidated organization.
 - 2.3. Develop draft policies and procedures for the consolidated organization that build on existing processes while also addressing new requirements for the consolidated operation.
 - 2.4. Facilitate a review and edit process with the law enforcement and fire service leadership teams.
 - 2.5. Facilitate a formal adoption process through the operational and policy boards established to govern the Corporation.
3. Staffing Processes for the Corporation
 - 3.1. Based on the operational concepts and service level expectations of the Corporation, IXP will develop draft position descriptions and required knowledge, skills and abilities for each position in the Corporation.
 - 3.2. Facilitate a formal review, edit and adoption process through the operational and policy boards established to govern the Corporation.
 - 3.3. Provide administrative and process support to the policy board for the recruitment and hiring of an executive director for the Corporation ("Executive Director").
 - 3.4. Provide administrative and process support to the Executive Director for the recruitment and hiring of an administrative assistant to the Executive Director.
 - 3.5. Provide administrative and process support to the Executive Director for the recruitment and hiring of the training and QA (quality assurance) supervisors.
 - 3.6. Provide administrative and process support to the Executive Director for the recruitment and hiring of the operational supervisory team for the Corporation.

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- 3.7. Provide administrative and process support in the recruitment and hiring of the technology support positions for the Corporation.
 - 3.8. Provide administrative and process support to the leadership team of the Corporation for the recruitment and hiring of telecommunicator and Communications Training Officer (CTO) personnel for the Corporation.
 - 3.9. Assist in the development and delivery of training to newly hired personnel on the administrative and operational policies and procedures of the Corporation.
4. Technology Systems Specifications, Procurement and Implementation Support
- 4.1. Facilitate a series of workshops to define the functional and operational requirements for each of the individual systems required for the new Communications Center.
 - 4.2. Development of procurement specifications for each of these technology systems. This will include:
 - 4.2.1. Coordination with the North Central Texas Council of Governments for 9-1-1 systems and services.
 - 4.2.2. Development of specifications for an administrative phone system and services for the balance of the organization.
 - 4.2.3. Development of specifications for a Computer Aided Dispatch (CAD) system for the Corporation and either a common Records Management System (RMS) or the appropriate interfaces to legacy RMS systems.
 - 4.2.4. Development of specifications for mobile computer equipment to work with the selected CAD and RMS environment.
 - 4.2.5. Coordination with the regional radio system project to integrate logging and recording needs into the centralized logging and recording system used by the radio network and development of specifications of supplementary/backup logging and recording capability at the Communications Center.
 - 4.2.6. Coordination with the regional radio system project for the placement of radio console system equipment and backup radio equipment at the new Communications Center.
 - 4.2.7. Development of a network architecture and necessary network equipment to establish an independent domain for the new Communications Center.
 - 4.2.8. Development of specifications for the specialized furniture for the Communications Center and the general office furniture for the balance of the facility where the Communications Center will be located (such location is anticipated to be, as of the Effective Date, at the property generally located at 1649 W. Frankford Road, Carrollton, Denton County, Texas, which property is owned by Cyrusone, Inc (the "Facility Location" or "Facility") (the Facility Location is subject to change as determined by the Cities).
 - 4.2.9. Development of specifications for ancillary systems and equipment such as workstations, master time synchronization, display screens, headsets, warning siren controllers and similar systems used to support the Communications Center operation.
 - 4.3. Facilitate the procurement process for the Corporation for each technology system, including:
 - 4.3.1. Development and publication of Requests for Proposals for each system.
 - 4.3.2. Facilitating the RFP process including responding to vendor questions,
 - 4.3.3. Organizing and tabulating responses,
 - 4.3.4. Facilitating a scoring and selection process, and

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- 4.3.5. Facilitating the Corporation's process of negotiating and executing contracts for system procurement.
 - 4.4. As an optional service (at the Cities' discretion), IXP will directly complete the contract negotiation and contracting process with vendors selected by the Corporation and then pass the contracts and titles for these systems and equipment through to the Corporation at the completion of the implementation cycle for each system.
 - 4.5. IXP will servc as the program and integration manager of the Corporation and facilitate the individual vendor's installation, configuration, testing, operational training, technical training and readiness of each system for live operations.
5. Facility Planning and Construction
 - 5.1. IXP will act as the Corporation's project manager and coordinate the finalization of the physical design of the Facility Location space. As part of this process IXP will provide CyrusOne's design and technical staff (if the Facility Location remains the location described in subsection 4.2.8, above, or if the Facility Location is changed from that location, the design and technical staff of the applicable entity having control over the Facility Location (the "Other Facility Location Entity") the information required to allow them to configure the electrical, mechanical and related building infrastructure systems to meet the needs of a public safety communications center.
 - 5.2. IXP will monitor the construction activities of CyrusOne (or the Other Facility Location Entity, as applicable) and their contractors and provide information to both CyrusOne (or the Other Facility Location Entity, as applicable) and the Corporation to make sure the Facility meets the intended design specifications and requirements.
 6. Transition to Live Operations
 - 6.1. IXP will position a team of individuals on-site for the first full week of live operation to assist the Corporation's staff as they transition from existing operations to consolidated operations at the new Facility. This will include managerial, operational and technical personnel to assist all portions of the Corporation.
 7. Planning and reconfiguration of Carrollton's existing PSAP (public safety answering point) so it can be used as the backup PSAP for the Corporation's new Facility. Activities will include:
 - 7.1. Planning the technology system backups to be used at the new Facility
 - 7.2. Coordination with the Corporations vendors and partners to purchase and configure equipment that will be placed at the backup facility.
 - 7.3. Assisting the Corporation's staff in the development of operational and technical policies, procedures and training processes for operating in the backup facility.
 - 7.4. Coordinate the installation and testing of systems once the Facility is available for this activity.
 - 7.5. Coordinate an initial test operational cycle at the backup facility to assure that systems and staff can function as planned at the facility and then transition back to operations at the Facility.
 8. Optional post go-live consulting and assistance – Following go-live, IXP will keep a team of managerial, operational and technology personnel available to support the Corporation and its staff during their first year of operations. Services that are typically required during this period include:

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- 8.1.1. Assistance in monitoring performance metrics and reporting.
- 8.1.2. Assistance in developing adjustments to policies, procedures, working schedules and position responsibilities to match the service level expectations of the field personnel as new ways of doing business change and adapt in the early months of consolidated operation.
- 8.1.3. Consulting and coaching for the Executive Director and the Executive Director's supervisory team as they settle into their responsibilities and new employee teams.
- 8.1.4. Consulting for the governing boards of the Corporation as they go through their initial months of overseeing the consolidated operations and adapting their policies and procedures to meet the new ways of doing business.
- 8.1.5. Assisting the Executive Director and governing boards as they develop their budget and rate models for the 2nd year of operations.

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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMENDMENT TO IXP CONSULTING SERVICES AGREEMENT

This Amendment to IXP Consulting Services Agreement ("Amendment") is made and entered into as of _____, 2014 by and between iXP Corporation, a Delaware corporation, having its principal place of business at Princeton Forrestal Village, 103 Main Street, Princeton, NJ 08540 ("Consultant" or "IXP"), and the Town of Addison, Texas ("Client," "Town of Addison," or "Addison") (Consultant and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Addison and the City of Carrollton, the City of Coppell, and the City of Farmers Branch (collectively, the "Cities") previously agreed upon and approved the consolidation of their respective public safety dispatch and communications operations into a single consolidated public safety communications center (the "Communications Center").

2. To further the creation and establishment of the Communications Center, the Cities entered into an interlocal agreement titled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the "LGC Interlocal Agreement") that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code.

3. North Texas Emergency Communication Center, Inc., a Texas non-profit local government corporation ("NTECC"), is the Texas local government corporation contemplated by the LGC Interlocal Agreement, and was organized by the Cities to assist them 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 the Communications Center on behalf of the Cities.

4. Following the Cities' approval of the LGC Interlocal Agreement and in order to promptly facilitate its execution, but prior to the NTECC's organization, Addison, pursuant to an interlocal agreement between the Cities titled *iXP Interlocal Agreement*, entered into an agreement with IXP entitled *IXP Consulting Services Agreement* (the "IXP Consulting Agreement"), a copy of which is attached to this Amendment as Exhibit 1. The IXP Consulting Agreement engaged IXP to, among other things, provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the local government corporation and the Communications Center.

5. The IXP Consulting Agreement provides in Section 3.C. thereof that, at Addison's request and as an optional service, IXP will conduct technology system procurements and title transfers as described in Section 3.C. and in item 4.4 of Schedule A to the IXP Consulting Agreement. In accordance with those provisions of the IXP Consulting Agreement and as set forth in this Amendment, Addison desires that IXP provide work and services to

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manage and coordinate the procurement of certain technology and other items identified in Exhibit 2 to this Amendment, and IXP desires to provide those services to Addison.

6. The IXP Consulting Agreement contemplates that, following the creation and establishment of the NTECC, Addison's interest in the IXP Consulting Agreement would be assigned by Addison to the NTECC at a time Addison, with the consent of the Cities, deems appropriate and that Addison would thereafter no longer be a party to the IXP Consulting Agreement. As set forth herein, Addison, in anticipation of receiving the consent of the other Cities, desires to assign its interest in the IXP Consulting Agreement to NTECC, and this Amendment in part addresses that assignment.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Section I. Amendment.

A. *Additional Services.* The IXP Consulting Agreement, attached to this Amendment as Exhibit 1, is amended by adding to the work and services described in Schedule A of the IXP Consulting Agreement, the work and services described in Exhibit 2 attached to this Amendment and incorporated herein by this reference ("Additional Services"). Accordingly, the term "Services" as used in the IXP Consulting Agreement includes (a) the work and services set forth in the IXP Consulting Agreement, including Schedule A thereof, and (b) the Additional Services.

B. *Communications Center Products.*

- (1) The Additional Services include IXP acquiring certain equipment, products and items described in the attached Exhibit 2 for the Communications Center (the "Center Products"). No acquisition of any Center Products shall be initiated or consummated by IXP unless and until IXP has received from the NTECC Board of Directors its determination and direction to make the acquisition (the "NTECC Notice").
- (2) Upon its receipt of the NTECC Notice and following its acquisition of the Center Products described therein, if IXP has acquired the same in its name or in the name of any person or entity other than NTECC, IXP shall promptly transfer the ownership thereof and rights in the same (including any warranties) to NTECC in manner, form, and content that is satisfactory to NTECC. IXP shall provide to the NTECC all information, materials, and documents pertaining to the Center Products.
- (3) In connection with the acquisition of the Center Products, IXP shall at all times keep the representative of NTECC designated by NTECC (the "NTECC Representative") informed of the process and progress of the same, and the acquisition and the process thereof shall be subject to the direction of the NTECC Representative.

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C. ***Additional Services Compensation.*** As compensation for the Additional Services, and in accordance with Section 3.C. of the IXP Consulting Agreement, IXP will be paid an amount equal to three percent (3%) of the direct cost of Center Products (the "**Additional Services Compensation**"). Payment to IXP of the Additional Services Compensation shall be in accordance with the following:

- (1) IXP shall submit to Addison an invoice for payment of the Additional Services Compensation. Such invoice shall (i) identify the amount paid for the Center Products that are the subject of the invoice, (ii) set forth the Additional Services Compensation for the Center Products that are the subject of the invoice, (iii) include a copy of all receipts and other documentation in support of the direct cost of Center Products that are the subject of the invoice, and (iv) include such other materials and information as Addison may request to verify the invoice.
- (2) The amount of each such invoice that is not the subject of a dispute will be paid within 30 days after the date of Addison's receipt of each such invoice (and all accompanying materials) as described above.

Until such time as IXP has received written notice from either Addison or from NTECC, Addison shall manage and administer the Additional Services Payment Process and the process for payment of compensation to IXP as described in Section 3 of the IXP Consulting Agreement. However, Addison shall not make any payment pursuant to the IXP Agreement unless such invoice has been reviewed and approved by NTECC.

Section 2. **Assignment.**

A. Addison anticipates that, following its execution of this Amendment, it will assign, transfer, and convey to NTECC its interests, duties, and obligations in and to the IXP Consulting Agreement and this Amendment (the IXP Consulting Agreement, as amended by this Amendment, being the "**IXP Agreement**").

B. Notwithstanding the assignment, transfer, and conveyance of the IXP Agreement to NTECC, Addison further anticipates that the assignment and conveyance will provide that Addison is to retain the management, administration, and processing of payments to IXP under the IXP Agreement ("**Payment Processing**"). In the event that Addison retains the same, payments to IXP under the IXP Agreement will be managed, administered, and processed by Addison in accordance with the IXP Agreement until such time as either Addison or NTECC has given written notice to IXP that that the same has been assigned and transferred by Addison to NTECC.

C. Upon the assignment, transfer, and conveyance of the IXP Agreement to NTECC, in whole or in part, Addison is and shall be fully released from, and shall have no further liability, responsibility, or obligations for or under, the IXP Agreement. If the IXP Agreement is assigned, transferred, and conveyed to NTECC, but the instrument making the assignment, transfer, and conveyance provides that Addison will retain the Payment Processing function of the IXP Agreement, Addison will retain responsibility for the same until such time as Addison or NTECC shall give notice to IXP that the Payment Processing function has been assigned, transferred, and conveyed to NTECC; provided, however, IXP shall look only to NTECC for performance of the Client obligations pursuant to the provisions of the IXP Agreement.

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D. Notwithstanding any assignment, transfer, or conveyance of the IXP Agreement by Addison to NTECC (or any other person or entity), the provisions of Section 4 (Records; Documents; Confidentiality) and Section 5 (Insurance; Consultant's Indemnification Obligation) of the IXP Consulting Agreement, and all other provisions of the IXP Consulting Agreement and of this Amendment that are in favor of and benefit, but do not burden, Addison and the other Cities shall continue to apply to Addison and the other Cities. By way of example, (i) pursuant to Section 6.C. of the IXP Consulting Agreement, IXP shall continue to have its required insurance endorsed to name Addison and all other Cities as additional insureds; and (ii) pursuant to Section 5.B. of the IXP Consulting Agreement, Addison, the other Cities, and their respective elected and appointed officials, officers, employees, agents and representatives shall all be considered Indemnified Persons as described in the IXP Consulting Agreement.

E. Following any assignment, transfer, and conveyance by Addison to NTECC, each of Addison and the cities of Carrollton, Coppell, and Farmers Branch are and shall be and remain third party beneficiaries of the IXP Agreement and of the obligations, duties and responsibilities of IXP thereunder, and shall be entitled to the same rights and benefits of the IXP Agreement as if each of the Cities was a party to the IXP Agreement.

Section 3. Binding Agreement; No Third Party Beneficiaries; Contingency. This Amendment shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. Except as provided herein, this Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Notwithstanding any other provision of this Amendment, this Amendment is subject to and contingent upon its approval, ratification, and consent by each of the Cities pursuant to an interlocal agreement between the Cities. If each of Addison and IXP sign this Amendment prior to such approval, ratification, and consent, this Amendment shall nevertheless be null and void if the Cities have not signed an interlocal agreement approving, ratifying, and consenting to this Amendment by December 15, 2014.

Section 4. Recitals. The above and foregoing Recitals to this Amendment are true and correct and are incorporated into this Amendment and made a part hereof.

Section 5. Certain Words. Capitalized and other words and phrases used in this Amendment but not defined herein have the meaning given to them in the IXP Consulting Agreement.

Section 6. No Other Amendments. Except as set forth in this Amendment, all other terms, conditions, and provisions of the IXP Consulting Agreement remain unchanged and in full force and effect. To the extent of any conflict between this Amendment and the IXP Consulting Agreement, the terms and provisions of this Amendment shall control. Section and subsection headings in this Second Amendment are for convenience only and shall not be used in interpretation of this Second Amendment.

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Section 7. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Second Amendment on behalf of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties execute this Amendment effective as of the date first set forth above.

TOWN OF ADDISON, TEXAS

IXP CORPORATION

By: _____
Lea Dunn, City Manager

By: _____
Lawrence D. Consalvos,
President and Chief Operating Officer

Date: _____

Date: _____

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EXHIBIT 1

Copy of IXP Consulting Agreement

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Exhibit "1"

Copy of IXP Consulting Services Agreement

IXP CONSULTING SERVICES AGREEMENT

This IXP Consulting Services Agreement ("Agreement") is made and entered into as of 2nd day of April, 2014 ("Effective Date") by and between iXP Corporation, a Delaware corporation, having its principal place of business at Princeton Forrestal Village, 103 Main Street, Princeton, NJ 08540 ("Consultant" or "IXP"), and the Town of Addison, Texas ("Client," "Town of Addison," or "Addison") (Consultant and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Consultant is in the business of, among other things, analyzing the emergency communications systems of local governments, including emergency services dispatch systems, and facilitating the joint development and implementation of those systems by and among multiple local governments.

2. Client is one of four cities – the others being the City of Carrollton, Texas ("Carrollton"), the City of Coppell, Texas ("Coppell"), and the City of Farmers Branch, Texas ("Farmers Branch") (collectively, the "Cities" and each being a home rule city) – that entered into an interlocal agreement entitled *Metrocrest Quad Cities Public Safety Radio System Interlocal Agreement* (effective June 26, 2013) (the "Radio System Interlocal Agreement") for the purpose of establishing the Cities' agreement regarding the purchase, installation, maintenance, operation, management, and use of a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the Cities for providing public safety dispatch and communications for the Cities' respective Fire/EMS and Police departments (the "Radio System").

3. In connection with and related to the Radio System and the Radio System Interlocal Agreement, the Cities commissioned a study, conducted by Consultant, regarding the method of public safety dispatching and communications conducted by each of the Cities, and the options, advantages, and disadvantages to consolidating the public safety dispatch and communications operations of the Cities into a single consolidated public safety communications center (the "Dispatch Study").

4. The findings of the Dispatch Study indicated that the operation by the Cities of a consolidated public safety communications center ("Communications Center") would result in significant efficiencies and savings in both human and financial resources and allow for a higher level of coordination of public safety services within the Cities that will enhance the safety of residents and other inhabitants of each of the Cities.

5. Following the Cities' receipt and evaluation of the Dispatch Study, the Cities entered into an interlocal agreement entitled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the "LGC Interlocal Agreement") that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code, to be known as *Metrocrest Quad Cities Local Government Corporation* (the "Corporation"), which will be organized for the purpose of assisting and acting on behalf of the

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Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of the Communications Center and other joint projects as authorized in the Certificate of Formation and the Bylaws of the Corporation, as may be amended from time to time. The LGC Interlocal Agreement further provides for the development of agreements regarding the operation of the Corporation.

6. The Cities are, as of the Effective Date, in the process of carrying out the terms of the LGC Interlocal Agreement, including the creation of the Corporation, the development of its organizational, operational, staffing, and support elements, and the provision of the Communications Center, so that the Corporation will become an emergency communications organization that supports the Cities and their public safety functions.

7. In order to help implement the LGC Interlocal Agreement, the Cities desire to engage the services of IXP to provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the Corporation and the Communications Center in coordination with the Radio System project, and to provide assistance with management, operations, and technology of the Communication Center during the first year of its operation. The services to be provided by IXP are set forth in this Agreement, below.

8. The Cities desire that IXP begin promptly to provide the services described in this Agreement as the Cities finalize the creation and initial organization of the Corporation. Accordingly, Addison is entering into this Agreement with IXP, but the parties recognize and agree that, once the Corporation has been created and established and at such time as Addison deems appropriate, this Agreement will be assigned to the Corporation and Addison will no longer be a party to it. Additionally, this Agreement is subject to and contingent upon the Cities entering into an interlocal agreement that approves this Agreement and that provides for the sharing of the costs of this Agreement by the Cities (the "IXP Interlocal Agreement").

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Section I. Consultant's Work and Services; Standards of Performance; Consultant Services Manager; Independent Contractor.

A. Client engages Consultant to provide, and Consultant agrees to provide to Client (and to the other Cities), the professional work and services set forth in Schedule A attached hereto and incorporated into and made a part of this Agreement by this reference (the "Services"). During the Term (as defined in Section 2, below), Consultant agrees to provide the Services to Client in accordance with this Agreement and to Client's satisfaction.

B. The Services shall be performed and provided by Consultant in a professional manner, consistent with that level of care and skill ordinarily exercised by reputable members of Consultant's profession in Dallas County, Texas. Consultant represents that it has the skill and the professional expertise necessary to provide the Services to the Client.

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In providing the Services, Consultant shall at all times comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations and standards adopted by any governmental entity, agency, commission, or authority having jurisdiction over the Services, and with all applicable professional standards pertaining to the Services.

Consultant represents to Client that its execution and delivery of this Agreement and its performance of the Services does not and will not: (1) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Consultant is a party; or (2) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Consultant.

All persons provided by Consultant to perform the Services under this Agreement shall be adequately trained and capable of properly performing the Services.

C. Consultant will designate an employee to manage and oversee all of the Services, and Consultant will identify such person to Client in writing. Among other things, such employee will coordinate the Services and provide general direction and guidance in connection with Consultant's performance of the Services.

D. In the performance of Services contemplated under this Agreement, Consultant acknowledges and agrees that Consultant is acting as an independent contractor, and nothing in this Agreement creates, nor is intended nor shall be construed to create, an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow Client to exercise discretion or control over the manner in which Consultant performs the Services which are the subject matter of this Agreement. Consultant is solely responsible for all labor and expenses in connection with the Services provided under or in connection with this Agreement, and for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by, arising out of, or resulting from any act or omission of Consultant, or Consultant's directors, partners, officers, managers, employees, agents, contractors, subcontractors, or any person or entity for whom Consultant is legally liable, under or in connection with this Agreement.

Section 2. Term; Termination.

A. *Term.* The term of this Agreement will commence on the later of the (i) date this Agreement has been signed by both Consultant and Client, and (ii) the date that the last of the Cities approves and executes the IXP Interlocal Agreement, and, unless earlier terminated as set forth in this Agreement, will continue through and terminate on March 31, 2015 (but if Consultant has not provided all of the Services by March 31, 2015, Client may extend this Agreement to a later date or dates to allow the completion of all the Services) (the "Term"). If all of the Cities do not approve and execute the IXP Interlocal Agreement on or before April 2, 2014, this Agreement shall be null and void and have no force or effect.

B. *Termination.* This Agreement may be terminated prior to expiration of the Term as follows:

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(a) Client may terminate this Agreement at any time and for any reason (or for no reason) by giving Consultant at least thirty (30) days written notice of such termination. Upon receipt of the termination notice, Consultant will stop work in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any).

(b) If either party (the "defaulting party") defaults in the performance of or violates any material term or provision of this Agreement (a "default"), the other party (the "non-defaulting party") shall have the right to terminate this Agreement upon giving to the defaulting party written notice of such default (specifying the default in such notice) at least ten (10) business days' prior to such termination; provided, however, that such right of termination shall not be exercised by the non-defaulting party unless and until a default remains uncured by the defaulting party for the said ten (10) business day period, but if the default cannot with diligence be cured within said ten (10) business day period, if within such ten (10) business day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, but not to exceed fifteen (15) business days following the receipt of the said notice. If the default is not cured within the said period of time (as applicable) to the satisfaction of the non-defaulting party, this Agreement shall terminate upon the expiration of the said period of time. For purposes hereof "business days" means Monday through Friday of each week, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Should this Agreement be terminated for any reason prior to the completion of the Services, Client shall pay Consultant for the Services properly provided through the date of termination, subject to and in accordance with other provisions of his Agreement.

Section 3. Compensation.

A. Client will pay Consultant, for Consultant's provision and performance of items 1 ("Governance and Organizational Setup") through 7 ("Planning and reconfiguration of Carrollton's existing PSAP so it can be used as the backup PSAP for the Corporation's new facility") of the Services as set forth in the attached Schedule A and rendered in accordance with the terms of this Agreement, the total sum of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) (the "Contract Amount"). Payment of the Contract Amount will be made in accordance with the following:

- The sum of \$85,000.00 ("Monthly Amount") will be paid each month for a period of 12 consecutive months (for a total amount of \$1,020,000.00) commencing with March, 2014 (the last such payment to be made for the month of February, 2015).
- The sum of \$80,000.00 (the "Final Amount") will be paid following the completion of the testing of the backup communication center identified in item 7 set forth in the attached Schedule A (the "Completion of Testing").

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- With respect to each Monthly Amount, on or before the 10th day of each month (beginning with March, 2014) Consultant shall submit to Client an invoice for the Services performed and provided by Consultant during the immediately prior month. Each invoice shall include (i) a description of the Services performed (and specifically identifying which of items 1 through 7 included in the attached Schedule A is the subject of or included within the invoice), and include a good faith estimate of the percentage of the Services completed and the total amount invoiced by Consultant for the Services through and including the month that is the subject of the invoice, (ii) true and correct copies of any and all documents and/or materials in support of the invoice, and (iii) any additional documents or materials as the Client may request in connection with the invoice and/or the compensation paid to Consultant.
- With respect to the Final Amount, within 10 days following the Completion of Testing, Consultant shall submit to Client an invoice for the Services performed and provided by Consultant since the date of the immediately prior invoice. Such invoice shall include the information described in the bullet point above.
- Client will pay Consultant the amount of an invoice, to the extent that such amount is not in dispute, within thirty (30) days after the City's receipt of each such invoice (and all accompanying materials) as described above.

B. The services described in item 8 of the attached Schedule A above can be provided to Client, at Client's sole discretion and election, on either a fixed-price basis or a "Time & Material" basis. Prior to go-live, the parties will meet and confer on the appropriate post go-live support model and establish pricing and payment terms at that time through an amendment to this Agreement, if the parties are able to agree on such amendment.

C. Notwithstanding the foregoing, if Client requests and as an optional service, IXP will conduct the technology system procurements and title transfers as described in item 4.4 included in the attached Schedule A at the direct cost of acquisition plus 3% for administrative processing. If Client requests the same, payments for these purchases (including any incremental payments required as part of the order, installation, testing, and acceptance cycle) will be made within 30 days of IXP's invoice to Client for each purchase.

D. Notwithstanding any other provision of this Agreement (including the attached Schedule A) to the contrary, Client shall not be obligated to make payment to Consultant hereunder if:

(a) Consultant is in default of any of its obligations under this Agreement or any documents in connection with the Services (and payment may be withheld to the extent of any such default) subject to the cure period provision in Section 2.B.(b);

(b) Any part of any payment is attributable to any Services of Consultant which are not performed in accordance with this Agreement, subject to the cure period provision in Section 2.B.(b); or

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(c) Consultant has failed to make payment promptly to consultants or other third parties used by Consultant in connection with Consultant's Services hereunder for which the Client has made payment to Consultant.

Section 4. Records, Documents; Confidentiality.

A. All records, reports, documents, materials, and all other information whatsoever, in whatever form or format, prepared by, for, or on behalf of Consultant in connection with or related to this Agreement and the Services shall belong to and are owned exclusively by the Client for all purposes, and shall be provided and delivered to the Client upon the earlier of the termination or expiration of this Agreement or at the City's request. This provision shall survive the expiration or termination of this Agreement.

B. Consultant agrees that any documents, records, materials, or other information (collectively, "confidential information") received from Client (or any of the Cities) and identified in writing as confidential (or if not identified in writing, if it is clear from the circumstances that the documents, records, materials, or other information are confidential) will not be disclosed or used by the Consultant, except for the purpose(s) set forth herein, without the prior written consent of Client. The Consultant will use the same degree of care to avoid publication or dissemination of such confidential information of Client as the Consultant employs with respect to its own information of similar importance and will only disclose the confidential information to those employees of Consultant who have a "need to know." Consultant will take appropriate action by way of instructions or written agreements with its employees receiving such confidential information to advise such employees of all obligations under this Agreement.

The Consultant will not be liable for disclosure of information received from Client (or any of the other Cities) if it:

- (a) is contained in a printed publication generally available to the public without restriction;
- (b) becomes publicly known without breach of this Agreement or through no wrongful act of Consultant;
- (c) is approved in writing for disclosure without restriction by a duly authorized officer of the Client;
- (d) is already known by Consultant without restriction when received, or thereafter is developed independently by Consultant and the Consultant's records clearly establish such independent development; or
- (e) is required by a court or other governmental or judicial authority to be disclosed (and in the event Consultant receives notice that Client's (or any other Cities') information is the subject of a governmental or judicial inquiry, directive, or order, Consultant shall immediately make Client aware of such inquiry, directive, or order, and Client may take such steps as Client may deem appropriate or necessary to protect such information).

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In the event that Consultant fails to comply with the terms of this confidentiality provision, Client may suffer irreparable harm, and monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to Client at law, in equity, or otherwise, Client may be entitled to injunctive relief to enforce the terms of this Agreement, and such further relief as may be proper from a court of competent jurisdiction.

Termination or expiration of this Agreement will not be deemed to affect Consultant's obligations with respect to confidential information, and such obligations will continue in full force and effect for a period of two (2) years after termination or expiration of this Agreement. Upon such termination or expiration of this Agreement, at Client's request, Consultant will return to Client all of Client's (and any of the other Cities') information that Client deems confidential, including all originals and any copies, and will not retain any originals or any copies of any such information; this obligation shall survive the termination or expiration of this Agreement.

C. Consultant shall keep complete and accurate records of the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to the Client upon request. Consultant shall assure the confidentiality of any records that are required by law to be so maintained.

Section 5. Insurance: CONSULTANT'S INDEMNIFICATION OBLIGATION.

A. In connection with this Agreement and at all time relevant hereto or in connection herewith, Consultant shall acquire and maintain in a company or companies lawfully authorized to do business in Texas at least the following insurance:

- (1) Workers' Compensation insurance at statutory limits under the laws of Texas, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;
- (2) Commercial General Liability insurance, with combined single limits of not less than \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage; \$1,000,000 for personal injury; and a \$1,000,000 annual aggregate for Products/Completed Operations. Coverage must include Contractual Liability and Products/Completed Operations;
- (3) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including Owned, Non-Owned and Hired Car Coverage. This coverage must be written on a standard and approved ISO form; and
- (4) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. This coverage must be

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maintained for at least two (2) years after the Services are completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

With reference to the foregoing insurance requirement, Consultant shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas (and all other Cities) shall be named as an additional insured with respect to all liability policies.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison (and all other Cities, and, upon assignment of this Agreement, the Corporation).
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents (and all other Cities and their respective officers, employees, and agents and, upon assignment of this Agreement, the Corporation and its directors, officers, employees, and agents) shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas (and all other Cities, and, upon assignment of this Agreement, the Corporation) will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name the Town of Addison, Texas (and other Cities and/or the Corporation) as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

Consultant may maintain reasonable and customary deductibles. Insurance must be purchased from insurers that are financially acceptable to the Client and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Consultant and the Town of Addison prior to the commencement of any Services or work by Consultant hereunder, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison (and the Cities and, if applicable, the Corporation).

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

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B. Consultant's Indemnity Obligation. Consultant covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Client), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and each of the other Cities, and the elected and appointed officials, and the officers, employees, agents, and representatives of the Town of Addison, Texas and of each of the other Cities, individually or collectively, in both their official and private capacities (the said Town of Addison, Texas and each of the other Cities, the elected and appointed officials, and officers, employees, agents, and representatives of the Town of Addison, Texas and of each of the other Cities each being an "Indemnified Person" and collectively the "Indemnified Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Indemnified Persons or any of them, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the Services to be provided by Consultant pursuant to this Agreement as described herein, including in Section 1.A. above and the attached Schedule A, (ii) any representations and/or warranties by Consultant under this Agreement, (iii) any personal injuries (including but not limited to death) to any Consultant Persons (as hereinafter defined) and any third persons or parties arising out of or in connection with Consultant's provision of Services under this Agreement, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Consultant or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Consultant is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Consultant Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PERSON, OR CONDUCT BY ANY INDEMNIFIED PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Consultant's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Indemnified Person or Indemnified Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Consultant's liability for Indemnified Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Indemnified Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Consultant shall promptly advise the Client in writing of any claim or demand against any Indemnified Person related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's sole cost and expense. The Indemnified Persons shall have the right, at the Indemnified Persons' option and own expense, to participate in such defense without relieving Consultant of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement. If this Agreement is assigned to the Corporation,

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the Corporation, its directors, officers, employees, agents, and representatives shall be deemed and become "Indemnified Persons" for purposes of this Section 5.B.

Section 6. Miscellaneous.

A. *Notice.* Any notice or statement required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given or delivered for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

To Consultant:

IXP Corporation
Princeton Forrestal Village
103 Main Street
Princeton, NJ 08540
Attn: Legal

Such addresses and addressees may be changed by giving notice of such change in accordance with this provision.

B. *Force Majeure.* In the event either the Consultant or the Client shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice of such delay and the reasons therefor to the other party, and thereupon performance of such act shall be excused for such period of delay.

C. *Assignment.* Except as provided in this Agreement, neither party may assign, sell, transfer, subcontract, or otherwise convey (collectively, "assign") this Agreement or any of their rights or obligations hereunder, in any manner whatsoever (including by merger, consolidation, or by operation of law) to a third party without the prior written consent of the other party; and any such assignment without the other party's prior written consent shall be considered null and void *ab initio*.

Notwithstanding the foregoing provisions of this Section 6.C. or any other provision of this Agreement, Client may assign, in whole or in part and at any time whatsoever, this Agreement to the Corporation or to any of the other Cities; and if Client assigns this Agreement, Client shall be fully released from, and shall have no further liability, responsibility, or obligations for or under, this Agreement. In the event of any such assignment, the provisions of Section 4 (Records; Documents; Confidentiality) and Section 5 (Insurance; Consultant's Indemnification Obligation),

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above, and other provisions of this Agreement in favor of the Client and the other Cities, shall continue to apply to Client and the Cities (e.g., IXP shall continue to have its required insurance endorsed to name the Town of Addison and all other Cities as additional insureds).

D. *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. Except as provided herein, this Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Each of Carrollton, Farmers Branch, Coppell, and the Corporation are third party beneficiaries of this Agreement and of the obligations, duties and responsibilities of Consultant under this Agreement, and shall be entitled to the same rights and benefits of this Agreement as if each of the said Cities and/or the Corporation was the Client under this Agreement.

E. *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

F. *Mutual Drafting; Headings: "Includes".* This Agreement is the joint product of Client and Consultant, and each provision has been subject to the mutual consultation, negotiation, and agreement of Consultant and Client, and will not be construed for or against any party. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

G. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

H. *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of

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this Agreement shall survive the expiration or termination of this Agreement, except as otherwise provided in this Agreement. All waivers must be in writing and signed by the waiving party.

I. *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between Consultant and Client with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of Consultant and Client or it shall have no effect and shall be void.

J. *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

K. *Recitals.* The above and foregoing recitals are true and correct and are incorporated into and made a part of this Agreement for all purposes.

L. *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below.

TOWN OF ADDISON, TEXAS

IXP CORPORATION

By: Lea Dunn
Lea Dunn, City Manager

By: William E. Metro
William E. Metro, Chief Executive Officer

Date: 4/2/14

Date: 4/3/14

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Exhibit "I"

Copy of IXP Consulting Services Agreement

Schedule A to IXP Consulting Services Agreement

IXP shall provide to Addison and to the other Cities the following work and services in connection with the establishment and initial start-up and operation of the Corporation and the Communications Center and in coordination with the Radio System project. For purposes hereof, the work and services to be provided with respect to the Corporation will be provided even though the Corporation may not have yet been created.

1. Governance and Organizational Setup
 - 1.1. Work with the Cities to establish the governance and operational structures of the Corporation and the initial operations agreement used to define the service level expectations and cost allocation mechanisms between the Corporation and the Cities.
 - 1.2. Assist the Corporation in establishing the required service relationships for accounting and human resource/benefits administration.
 - 1.3. Provide support and staffing for standing meetings of the governing board, operations board and technology coordination committee for the first 12 months of the Corporation.
2. Establishing Operational Policies and Procedures
 - 2.1. Collect and review the current operational policies and procedures of each of the four existing communications centers and identify common practices across multiple operations as well as unique processes or operational requirements.
 - 2.2. Facilitate a series of workshops with the leadership groups for the law enforcement, fire service and communications center groups to establish the service level expectations and operational requirements for the consolidated organization.
 - 2.3. Develop draft policies and procedures for the consolidated organization that build on existing processes while also addressing new requirements for the consolidated operation.
 - 2.4. Facilitate a review and edit process with the law enforcement and fire service leadership teams.
 - 2.5. Facilitate a formal adoption process through the operational and policy boards established to govern the Corporation.
3. Staffing Processes for the Corporation
 - 3.1. Based on the operational concepts and service level expectations of the Corporation, IXP will develop draft position descriptions and required knowledge, skills and abilities for each position in the Corporation.
 - 3.2. Facilitate a formal review, edit and adoption process through the operational and policy boards established to govern the Corporation.
 - 3.3. Provide administrative and process support to the policy board for the recruitment and hiring of an executive director for the Corporation ("Executive Director").
 - 3.4. Provide administrative and process support to the Executive Director for the recruitment and hiring of an administrative assistant to the Executive Director.
 - 3.5. Provide administrative and process support to the Executive Director for the recruitment and hiring of the training and QA (quality assurance) supervisors.
 - 3.6. Provide administrative and process support to the Executive Director for the recruitment and hiring of the operational supervisory team for the Corporation.

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- 3.7. Provide administrative and process support in the recruitment and hiring of the technology support positions for the Corporation.
 - 3.8. Provide administrative and process support to the leadership team of the Corporation for the recruitment and hiring of telecommunicator and Communications Training Officer (CTO) personnel for the Corporation.
 - 3.9. Assist in the development and delivery of training to newly hired personnel on the administrative and operational policies and procedures of the Corporation.
4. Technology Systems Specifications, Procurement and Implementation Support
- 4.1. Facilitate a series of workshops to define the functional and operational requirements for each of the individual systems required for the new Communications Center.
 - 4.2. Development of procurement specifications for each of these technology systems. This will include:
 - 4.2.1. Coordination with the North Central Texas Council of Governments for 9-1-1 systems and services.
 - 4.2.2. Development of specifications for an administrative phone system and services for the balance of the organization.
 - 4.2.3. Development of specifications for a Computer Aided Dispatch (CAD) system for the Corporation and either a common Records Management System (RMS) or the appropriate interfaces to legacy RMS systems.
 - 4.2.4. Development of specifications for mobile computer equipment to work with the selected CAD and RMS environment.
 - 4.2.5. Coordination with the regional radio system project to integrate logging and recording needs into the centralized logging and recording system used by the radio network and development of specifications of supplementary/backup logging and recording capability at the Communications Center.
 - 4.2.6. Coordination with the regional radio system project for the placement of radio console system equipment and backup radio equipment at the new Communications Center.
 - 4.2.7. Development of a network architecture and necessary network equipment to establish an independent domain for the new Communications Center.
 - 4.2.8. Development of specifications for the specialized furniture for the Communications Center and the general office furniture for the balance of the facility where the Communications Center will be located (such location is anticipated to be, as of the Effective Date, at the property generally located at 1649 W. Frankford Road, Carrollton, Denton County, Texas, which property is owned by Cyrusone, Inc (the "Facility Location" or "Facility") (the Facility Location is subject to change as determined by the Cities).
 - 4.2.9. Development of specifications for ancillary systems and equipment such as workstations, master time synchronization, display screens, headsets, warning siren controllers and similar systems used to support the Communications Center operation.
 - 4.3. Facilitate the procurement process for the Corporation for each technology system, including:
 - 4.3.1. Development and publication of Requests for Proposals for each system.
 - 4.3.2. Facilitating the RFP process including responding to vendor questions,
 - 4.3.3. Organizing and tabulating responses,
 - 4.3.4. Facilitating a scoring and selection process, and

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- 4.3.5. Facilitating the Corporation's process of negotiating and executing contracts for system procurement.
 - 4.4. As an optional service (at the Cities' discretion), IXP will directly complete the contract negotiation and contracting process with vendors selected by the Corporation and then pass the contracts and titles for these systems and equipment through to the Corporation at the completion of the implementation cycle for each system.
 - 4.5. IXP will serve as the program and integration manager of the Corporation and facilitate the individual vendor's installation, configuration, testing, operational training, technical training and readiness of each system for live operations.
5. Facility Planning and Construction
 - 5.1. IXP will act as the Corporation's project manager and coordinate the finalization of the physical design of the Facility Location space. As part of this process IXP will provide CyrusOne's design and technical staff (if the Facility Location remains the location described in subsection 4.2.8, above, or if the Facility Location is changed from that location, the design and technical staff of the applicable entity having control over the Facility Location (the "Other Facility Location Entity") the information required to allow them to configure the electrical, mechanical and related building infrastructure systems to meet the needs of a public safety communications center.
 - 5.2. IXP will monitor the construction activities of CyrusOne (or the Other Facility Location Entity, as applicable) and their contractors and provide information to both CyrusOne (or the Other Facility Location Entity, as applicable) and the Corporation to make sure the Facility meets the intended design specifications and requirements.
 6. Transition to Live Operations
 - 6.1. IXP will position a team of individuals on-site for the first full week of live operation to assist the Corporation's staff as they transition from existing operations to consolidated operations at the new Facility. This will include managerial, operational and technical personnel to assist all portions of the Corporation.
 7. Planning and reconfiguration of Carrollton's existing PSAP (public safety answering point) so it can be used as the backup PSAP for the Corporation's new Facility. Activities will include:
 - 7.1. Planning the technology system backups to be used at the new Facility
 - 7.2. Coordination with the Corporations vendors and partners to purchase and configure equipment that will be placed at the backup facility.
 - 7.3. Assisting the Corporation's staff in the development of operational and technical policies, procedures and training processes for operating in the backup facility.
 - 7.4. Coordinate the installation and testing of systems once the Facility is available for this activity.
 - 7.5. Coordinate an initial test operational cycle at the backup facility to assure that systems and staff can function as planned at the facility and then transition back to operations at the Facility.
 8. Optional post go-live consulting and assistance – Following go-live, IXP will keep a team of managerial, operational and technology personnel available to support the Corporation and its staff during their first year of operations. Services that are typically required during this period include:

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- 8.1.1. Assistance in monitoring performance metrics and reporting.
- 8.1.2. Assistance in developing adjustments to policies, procedures, working schedules and position responsibilities to match the service level expectations of the field personnel as new ways of doing business change and adapt in the early months of consolidated operation.
- 8.1.3. Consulting and coaching for the Executive Director and the Executive Director's supervisory team as they settle into their responsibilities and new employee teams.
- 8.1.4. Consulting for the governing boards of the Corporation as they go through their initial months of overseeing the consolidated operations and adapting their policies and procedures to meet the new ways of doing business.
- 8.1.5. Assisting the Executive Director and governing boards as they develop their budget and rate models for the 2nd year of operations.

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EXHIBIT 2
Additional Services to be Provided

Reason for Change:

As of this date, the board of the North Texas Emergency Communications Center, Inc. (NTECC) has not adopted internal purchasing policies or employed staff to handle procurements for NTECC. In order to maintain the established schedule for the implementation of NTECC's systems and services in coordination with the installation of the new P25 radio system being purchased by NTECC's founding cities, it is imperative that certain IT systems be purchased in a timely manner. This PCR001 will enable IXP to act as the Program Manager for NTECC and designate IXP, subject to NTECC board approval, to act on the technology decision of the OAC and TAC to engage vendors and purchase the necessary IT Systems Equipment and services to meet the current schedule.

Contract Reference: Agreement between IXP Corporation ("IXP") and the Town of Addison, Texas, dated April 2, 2014 (the "Contract").

Description of Changes:

It has become necessary to establish an alternate vehicle to procure select IT systems and services for NTECC pending employment of its own administrative staff and adoption of procurement policies. This PCR will enable the procurement of IT Systems without causing delay to the project. As with this Contract, this PCR will be assigned to NTECC at an appropriate time.

As detailed in Section 3, Item C and Schedule A, item 4.4 of the Contract, IXP will provide the following services:

CAD/Mobile System

The NTECC Board of Directors has determined to purchase the CAD/Mobile system from SunGard. A comprehensive set of functional requirements along with a Request for Quotation (RFQ) has been submitted to SunGard by IXP on behalf of NTECC. Since the CAD/Mobile system has the longest implementation schedule, time is of the essence in procuring this system.

Budgetary Estimate: \$2,180,000.

Console Furniture and Seating

The NTECC design team has agreed on a final configuration as well as a supplier for the Console furniture. Because (i) most of the systems being deployed within the NTECC Dispatch Center are dependent on the consoles being in place and (ii) there is an approximate 8 to 10 week lead time required for manufacture and delivery of the consoles, time is of the essence in procuring these systems.

Budgetary Estimate: \$259,000

Network (WAN/LAN/Time Sync)

The initial draft of a network design has been created and will be used to engage a network design and Implementation vendor to complete this portion of the project. All aspects of the NTECC Dispatch Center are dependent on the network component.

Budgetary Estimate: \$125,000

Administrative Phone System

The administrative phone system will most likely be included in the network portion of the project. However, for estimating purposes has been identified separately.

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Budgetary Estimate: \$35,000

Accessory Equipment

As the deployment of systems progresses it may become necessary to procure equipment along the lines of: Workstations, Display Screens, Headsets, and other miscellaneous items. IXP will follow the established procurement process as any of these items are identified.

Budgetary Estimate: \$25,000

Procurement Process:

When necessary, IXP will obtain competitive quotes. IXP will provide and summarize detailed quotes for review and approval by _____. Upon approval, IXP will prepare and submit purchase orders to the respective vendors. IXP will make payment to the vendors as detailed in the purchase order(s) and subsequently invoice the Town of Addison. No contract shall for the CAD/Mobile System or for any professional services shall be entered without approval as to form by NTECC's general counsel and approval of the NTECC Board of Directors.

Price/Payment Terms:

The costs for the services outlined in this PCR01 are not fixed at this point. Each procurement will be priced and approved individually by the NTECC Board of Directors.

Payment terms are Net 30 days from receipt of invoice and delivery and acceptance by NTECC of all required deliverables.

Ramifications: Following execution of this PCR001, the Contract will continue in full force and effect with the changes set forth herein. Additionally, NTECC will be able to continue with the build-out and implementation of the NTECC facility and systems as scheduled.

For: Town of Addison, Texas

Name: Lea Dunn

Title: City Manager

Signature: _____

Date:

For: IXP Corporation

Name: Lawrence D. Consalvos

Title: President and Chief Operating Officer

Signature: _____

Date:

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Exhibit 3 to Interlocal Agreement Regarding Assignment and Assumption of IXP Consulting Services Agreement
Form of Assignment and Assumption of IXP Consulting Services Agreement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ASSIGNMENT AND ASSUMPTION OF
IXP CONSULTING SERVICES AGREEMENT

This Assignment and Assumption of IXP Consulting Services Agreement ("Assignment") is made and entered into as of _____, 2014 ("Effective Date") by and between the Town of Addison, Texas ("Addison") and North Texas Emergency Communication Center, Inc. ("NTECC") (Addison and NTECC are sometimes referred to herein as the "parties" and individually as a "party").

Recitals:

1. Following extensive evaluation and study, Addison and the City of Carrollton, the City of Coppell, and the City of Farmers Branch (collectively, the "Cities") agreed upon and approved the consolidation of their respective public safety dispatch and communications operations into a single consolidated public safety communications center (the "Communications Center").

2. To further the creation and establishment of the Communications Center, the Cities entered into an interlocal agreement titled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the "LGC Interlocal Agreement") that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code.

3. NTECC, a Texas non-profit local government corporation, is the Texas local government corporation contemplated by the LGC Interlocal Agreement, and was organized by the Cities to assist them 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 the Communications Center on behalf of the Cities.

4. Following the Cities' approval of the LGC Interlocal Agreement and in order to promptly facilitate its execution, but prior to NTECC's organization, Addison, pursuant to an interlocal agreement between the Cities titled *iXP Interlocal Agreement*, entered into an agreement with iXP Corporation, a Delaware corporation ("IXP"), entitled *IXP Consulting Services Agreement* (the "IXP Consulting Agreement"), a copy of which is attached to this Assignment as Exhibit 1. The IXP Consulting Agreement engaged IXP to, among other things, provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the local government corporation and the Communications Center. The IXP Consulting Agreement was amended by that *Amendment to IXP Consulting Services Agreement* with an effective date of _____, 2014 (the "IXP Amendment"), a copy of which is attached to this Amendment as Exhibit 2. The IXP Consulting Agreement, as amended by the IXP Amendment, is referred to in this Assignment as the "IXP Agreement."

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5. The IXP Agreement contemplates that, following the creation and establishment of NTECC, Addison's interest in the IXP Agreement would be assigned by Addison to NTECC at a time Addison, with the consent of the other Cities, deems appropriate and that Addison would thereafter no longer be a party to the IXP Agreement.

6. By this Assignment, Addison is assigning to NTECC all of its rights, interests, duties, and obligations under the IXP Agreement to NTECC, and NTECC is accepting and assuming all of such rights, interests, duties, and obligations, subject to the terms, conditions and provisions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Town of Addison, Texas and North Texas Emergency Communication Center, Inc. do hereby agree as follows:

Section 1. Addison hereby grants, transfers, assigns, sells and conveys all of its rights, interests, duties and obligations in, to, and under the IXP Agreement, attached hereto as Exhibit 1, to NTECC. From and after the Effective Date, the Town of Addison will have no further liability, responsibility, or obligations under the IXP Agreement.

Section 2. NTECC hereby assumes and agrees to accept, from and after the Effective Date, all rights, interests, duties, and obligations of Addison in, to and under the IXP Agreement, and agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, representations, warranties, and obligations of Addison under or in connection with the IXP Agreement.

Section 3. Notwithstanding the provisions of Sections 1 and 2 above, the parties recognize, acknowledge, and agree that Section 6.C. of the IXP Agreement states that, in the event of an assignment as set forth therein, certain provisions of the IXP Agreement will continue to apply to Addison and to the City of Carrollton, the City of Coppell, and the City of Farmers Branch, and this Assignment shall not and does not change or alter that statement included in Section 6.C. of the IXP Agreement. Accordingly, those provisions of the IXP Agreement identified in Section 6.C. thereof (i.e., Section 4 (Records; Documents; Confidentiality), Section 5 (Insurance; Consultant's Indemnification Obligation), and all other provisions of the IXP Agreement in favor of Addison and the other Cities) will continue to apply to Addison and to the other Cities (e.g., IXP shall continue to have its required insurance endorsed to name the Town of Addison and all other Cities as additional insureds).

Section 4. Nothing herein shall change, alter or amend, or be deemed to change, alter or amend, any provision, term or condition of the IXP Agreement, except as set forth herein.

Section 5. The terms and provisions hereof shall extend to and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Notwithstanding any other provision of this Assignment, this Assignment is subject to and contingent upon its approval by each of the Cities pursuant to an interlocal agreement

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between the Cities. If each of Addison and NTECC sign this Assignment prior to such approval, this Assignment shall nevertheless be null and void if the Cities have not signed an interlocal agreement approving this Amendment by December 15, 2014.

Section 6. This Assignment shall be deemed to be a contract executed and delivered in the State of Texas, and shall be governed by and construed according to the laws of the State of Texas, without reference to principles of conflicts of law thereof. Venue for any suit or action hereunder shall lie exclusively in Dallas County, Texas.

Section 7. The above and foregoing Recitals to this Agreement are true and correct and are incorporated herein and made a part hereof.

Section 8. The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Assignment on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date first written above.

ASSIGNOR:
TOWN OF ADDISON, TEXAS

ASSIGNEE:
**NORTH TEXAS EMERGENCY
COMMUNICATION CENTER, INC.**

By: _____
Lea Dunn, City Manager

By: _____
Gary D. Greer, President

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EXHIBIT 1

Copy of IXP Consulting Agreement

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IXP CONSULTING SERVICES AGREEMENT

This IXP Consulting Services Agreement ("Agreement") is made and entered into as of 2nd day of April, 2014 ("Effective Date") by and between iXP Corporation, a Delaware corporation, having its principal place of business at Princeton Forrestal Village, 103 Main Street, Princeton, NJ 08540 ("Consultant" or "IXP"), and the Town of Addison, Texas ("Client," "Town of Addison," or "Addison") (Consultant and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Consultant is in the business of, among other things, analyzing the emergency communications systems of local governments, including emergency services dispatch systems, and facilitating the joint development and implementation of those systems by and among multiple local governments.

2. Client is one of four cities – the others being the City of Carrollton, Texas ("Carrollton"), the City of Coppell, Texas ("Coppell"), and the City of Farmers Branch, Texas ("Farmers Branch") (collectively, the "Cities" and each being a home rule city) – that entered into an interlocal agreement entitled *Metrocrest Quad Cities Public Safety Radio System Interlocal Agreement* (effective June 26, 2013) (the "Radio System Interlocal Agreement") for the purpose of establishing the Cities' agreement regarding the purchase, installation, maintenance, operation, management, and use of a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the Cities for providing public safety dispatch and communications for the Cities' respective Fire/EMS and Police departments (the "Radio System").

3. In connection with and related to the Radio System and the Radio System Interlocal Agreement, the Cities commissioned a study, conducted by Consultant, regarding the method of public safety dispatching and communications conducted by each of the Cities, and the options, advantages, and disadvantages to consolidating the public safety dispatch and communications operations of the Cities into a single consolidated public safety communications center (the "Dispatch Study").

4. The findings of the Dispatch Study indicated that the operation by the Cities of a consolidated public safety communications center ("Communications Center") would result in significant efficiencies and savings in both human and financial resources and allow for a higher level of coordination of public safety services within the Cities that will enhance the safety of residents and other inhabitants of each of the Cities.

5. Following the Cities' receipt and evaluation of the Dispatch Study, the Cities entered into an interlocal agreement entitled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the "LGC Interlocal Agreement") that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code, to be known as *Metrocrest Quad Cities Local Government Corporation* (the "Corporation"), which will be organized for the purpose of assisting and acting on behalf of the

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Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of the Communications Center and other joint projects as authorized in the Certificate of Formation and the Bylaws of the Corporation, as may be amended from time to time. The LGC Interlocal Agreement further provides for the development of agreements regarding the operation of the Corporation.

6. The Cities are, as of the Effective Date, in the process of carrying out the terms of the LGC Interlocal Agreement, including the creation of the Corporation, the development of its organizational, operational, staffing, and support elements, and the provision of the Communications Center, so that the Corporation will become an emergency communications organization that supports the Cities and their public safety functions.

7. In order to help implement the LGC Interlocal Agreement, the Cities desire to engage the services of IXP to provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the Corporation and the Communications Center in coordination with the Radio System project, and to provide assistance with management, operations, and technology of the Communication Center during the first year of its operation. The services to be provided by IXP are set forth in this Agreement, below.

8. The Cities desire that IXP begin promptly to provide the services described in this Agreement as the Cities finalize the creation and initial organization of the Corporation. Accordingly, Addison is entering into this Agreement with IXP, but the parties recognize and agree that, once the Corporation has been created and established and at such time as Addison deems appropriate, this Agreement will be assigned to the Corporation and Addison will no longer be a party to it. Additionally, this Agreement is subject to and contingent upon the Cities entering into an interlocal agreement that approves this Agreement and that provides for the sharing of the costs of this Agreement by the Cities (the "IXP Interlocal Agreement").

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Section 1. Consultant's Work and Services; Standards of Performance; Consultant Services Manager; Independent Contractor.

A. Client engages Consultant to provide, and Consultant agrees to provide to Client (and to the other Cities), the professional work and services set forth in Schedule A attached hereto and incorporated into and made a part of this Agreement by this reference (the "Services"). During the Term (as defined in Section 2, below), Consultant agrees to provide the Services to Client in accordance with this Agreement and to Client's satisfaction.

B. The Services shall be performed and provided by Consultant in a professional manner, consistent with that level of care and skill ordinarily exercised by reputable members of Consultant's profession in Dallas County, Texas. Consultant represents that it has the skill and the professional expertise necessary to provide the Services to the Client.

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In providing the Services, Consultant shall at all times comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations and standards adopted by any governmental entity, agency, commission, or authority having jurisdiction over the Services, and with all applicable professional standards pertaining to the Services.

Consultant represents to Client that its execution and delivery of this Agreement and its performance of the Services does not and will not: (1) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Consultant is a party; or (2) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Consultant.

All persons provided by Consultant to perform the Services under this Agreement shall be adequately trained and capable of properly performing the Services.

C. Consultant will designate an employee to manage and oversee all of the Services, and Consultant will identify such person to Client in writing. Among other things, such employee will coordinate the Services and provide general direction and guidance in connection with Consultant's performance of the Services.

D. In the performance of Services contemplated under this Agreement, Consultant acknowledges and agrees that Consultant is acting as an independent contractor, and nothing in this Agreement creates, nor is intended nor shall be construed to create, an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow Client to exercise discretion or control over the manner in which Consultant performs the Services which are the subject matter of this Agreement. Consultant is solely responsible for all labor and expenses in connection with the Services provided under or in connection with this Agreement, and for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by, arising out of, or resulting from any act or omission of Consultant, or Consultant's directors, partners, officers, managers, employees, agents, contractors, subcontractors, or any person or entity for whom Consultant is legally liable, under or in connection with this Agreement.

Section 2. Term; Termination.

A. *Term.* The term of this Agreement will commence on the later of the (i) date this Agreement has been signed by both Consultant and Client, and (ii) the date that the last of the Cities approves and executes the IXP Interlocal Agreement, and, unless earlier terminated as set forth in this Agreement, will continue through and terminate on March 31, 2015 (but if Consultant has not provided all of the Services by March 31, 2015, Client may extend this Agreement to a later date or dates to allow the completion of all the Services) (the "Term"). If all of the Cities do not approve and execute the IXP Interlocal Agreement on or before April 2, 2014, this Agreement shall be null and void and have no force or effect.

B. *Termination.* This Agreement may be terminated prior to expiration of the Term as follows:

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(a) Client may terminate this Agreement at any time and for any reason (or for no reason) by giving Consultant at least thirty (30) days written notice of such termination. Upon receipt of the termination notice, Consultant will stop work in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any).

(b) If either party (the "defaulting party") defaults in the performance of or violates any material term or provision of this Agreement (a "default"), the other party (the "non-defaulting party") shall have the right to terminate this Agreement upon giving to the defaulting party written notice of such default (specifying the default in such notice) at least ten (10) business days' prior to such termination; provided, however, that such right of termination shall not be exercised by the non-defaulting party unless and until a default remains uncured by the defaulting party for the said ten (10) business day period, but if the default cannot with diligence be cured within said ten (10) business day period, if within such ten (10) business day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, but not to exceed fifteen (15) business days following the receipt of the said notice. If the default is not cured within the said period of time (as applicable) to the satisfaction of the non-defaulting party, this Agreement shall terminate upon the expiration of the said period of time. For purposes hereof "business days" means Monday through Friday of each week, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Should this Agreement be terminated for any reason prior to the completion of the Services, Client shall pay Consultant for the Services properly provided through the date of termination, subject to and in accordance with other provisions of his Agreement.

Section 3. Compensation.

A. Client will pay Consultant, for Consultant's provision and performance of items 1 ("Governance and Organizational Setup") through 7 ("Planning and reconfiguration of Carrollton's existing PSAP so it can be used as the backup PSAP for the Corporation's new facility") of the Services as set forth in the attached Schedule A and rendered in accordance with the terms of this Agreement, the total sum of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) (the "Contract Amount"). Payment of the Contract Amount will be made in accordance with the following:

- The sum of \$85,000.00 ("Monthly Amount") will be paid each month for a period of 12 consecutive months (for a total amount of \$1,020,000.00) commencing with March, 2014 (the last such payment to be made for the month of February, 2015).
- The sum of \$80,000.00 (the "Final Amount") will be paid following the completion of the testing of the backup communication center identified in item 7 set forth in the attached Schedule A (the "Completion of Testing").

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- With respect to each Monthly Amount, on or before the 10th day of each month (beginning with March, 2014) Consultant shall submit to Client an invoice for the Services performed and provided by Consultant during the immediately prior month. Each invoice shall include (i) a description of the Services performed (and specifically identifying which of items 1 through 7 included in the attached Schedule A is the subject of or included within the invoice), and include a good faith estimate of the percentage of the Services completed and the total amount invoiced by Consultant for the Services through and including the month that is the subject of the invoice, (ii) true and correct copies of any and all documents and/or materials in support of the invoice, and (iii) any additional documents or materials as the Client may request in connection with the invoice and/or the compensation paid to Consultant.
- With respect to the Final Amount, within 10 days following the Completion of Testing, Consultant shall submit to Client an invoice for the Services performed and provided by Consultant since the date of the immediately prior invoice. Such invoice shall include the information described in the bullet point above.
- Client will pay Consultant the amount of an invoice, to the extent that such amount is not in dispute, within thirty (30) days after the City's receipt of each such invoice (and all accompanying materials) as described above.

B. The services described in item 8 of the attached Schedule A above can be provided to Client, at Client's sole discretion and election, on either a fixed-price basis or a "Time & Material" basis. Prior to go-live, the parties will meet and confer on the appropriate post go-live support model and establish pricing and payment terms at that time through an amendment to this Agreement, if the parties are able to agree on such amendment.

C. Notwithstanding the foregoing, if Client requests and as an optional service, IXP will conduct the technology system procurements and title transfers as described in item 4.4 included in the attached Schedule A at the direct cost of acquisition plus 3% for administrative processing. If Client requests the same, payments for these purchases (including any incremental payments required as part of the order, installation, testing, and acceptance cycle) will be made within 30 days of IXP's invoice to Client for each purchase.

D. Notwithstanding any other provision of this Agreement (including the attached Schedule A) to the contrary, Client shall not be obligated to make payment to Consultant hereunder if:

- (a) Consultant is in default of any of its obligations under this Agreement or any documents in connection with the Services (and payment may be withheld to the extent of any such default) subject to the cure period provision in Section 2.B.(b);
- (b) Any part of any payment is attributable to any Services of Consultant which are not performed in accordance with this Agreement, subject to the cure period provision in Section 2.B.(b); or

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(c) Consultant has failed to make payment promptly to consultants or other third parties used by Consultant in connection with Consultant's Services hereunder for which the Client has made payment to Consultant.

Section 4. Records, Documents; Confidentiality.

A. All records, reports, documents, materials, and all other information whatsoever, in whatever form or format, prepared by, for, or on behalf of Consultant in connection with or related to this Agreement and the Services shall belong to and are owned exclusively by the Client for all purposes, and shall be provided and delivered to the Client upon the earlier of the termination or expiration of this Agreement or at the City's request. This provision shall survive the expiration or termination of this Agreement.

B. Consultant agrees that any documents, records, materials, or other information (collectively, "confidential information") received from Client (or any of the Cities) and identified in writing as confidential (or if not identified in writing, if it is clear from the circumstances that the documents, records, materials, or other information are confidential) will not be disclosed or used by the Consultant, except for the purpose(s) set forth herein, without the prior written consent of Client. The Consultant will use the same degree of care to avoid publication or dissemination of such confidential information of Client as the Consultant employs with respect to its own information of similar importance and will only disclose the confidential information to those employees of Consultant who have a "need to know." Consultant will take appropriate action by way of instructions or written agreements with its employees receiving such confidential information to advise such employees of all obligations under this Agreement.

The Consultant will not be liable for disclosure of information received from Client (or any of the other Cities) if it:

- (a) is contained in a printed publication generally available to the public without restriction;
- (b) becomes publicly known without breach of this Agreement or through no wrongful act of Consultant;
- (c) is approved in writing for disclosure without restriction by a duly authorized officer of the Client;
- (d) is already known by Consultant without restriction when received, or thereafter is developed independently by Consultant and the Consultant's records clearly establish such independent development; or
- (e) is required by a court or other governmental or judicial authority to be disclosed (and in the event Consultant receives notice that Client's (or any other Cities') information is the subject of a governmental or judicial inquiry, directive, or order, Consultant shall immediately make Client aware of such inquiry, directive, or order, and Client may take such steps as Client may deem appropriate or necessary to protect such information).

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In the event that Consultant fails to comply with the terms of this confidentiality provision, Client may suffer irreparable harm, and monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to Client at law, in equity, or otherwise, Client may be entitled to injunctive relief to enforce the terms of this Agreement, and such further relief as may be proper from a court of competent jurisdiction.

Termination or expiration of this Agreement will not be deemed to affect Consultant's obligations with respect to confidential information, and such obligations will continue in full force and effect for a period of two (2) years after termination or expiration of this Agreement. Upon such termination or expiration of this Agreement, at Client's request, Consultant will return to Client all of Client's (and any of the other Cities') information that Client deems confidential, including all originals and any copies, and will not retain any originals or any copies of any such information; this obligation shall survive the termination or expiration of this Agreement.

C. Consultant shall keep complete and accurate records of the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to the Client upon request. Consultant shall assure the confidentiality of any records that are required by law to be so maintained.

Section 5. Insurance: CONSULTANT'S INDEMNIFICATION OBLIGATION.

A. In connection with this Agreement and at all time relevant hereto or in connection herewith, Consultant shall acquire and maintain in a company or companies lawfully authorized to do business in Texas at least the following insurance:

(1) Workers' Compensation insurance at statutory limits under the laws of Texas, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

(2) Commercial General Liability insurance, with combined single limits of not less than \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage; \$1,000,000 for personal injury; and a \$1,000,000 annual aggregate for Products/Completed Operations. Coverage must include Contractual Liability and Products/Completed Operations;

(3) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including Owned, Non-Owned and Hired Car Coverage. This coverage must be written on a standard and approved ISO form; and

(4) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. This coverage must be

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maintained for at least two (2) years after the Services are completed. If coverage is written on a claim-made basis, the retroactive date must not be later than the inception date of this Agreement.

With reference to the foregoing insurance requirement, Consultant shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas (and all other Cities) shall be named as an additional insured with respect to all liability policies.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison (and all other Cities, and, upon assignment of this Agreement, the Corporation).
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents (and all other Cities and their respective officers, employees, and agents and, upon assignment of this Agreement, the Corporation and its directors, officers, employees, and agents) shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas (and all other Cities, and, upon assignment of this Agreement, the Corporation) will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name the Town of Addison, Texas (and other Cities and/or the Corporation) as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

Consultant may maintain reasonable and customary deductibles. Insurance must be purchased from insurers that are financially acceptable to the Client and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Consultant and the Town of Addison prior to the commencement of any Services or work by Consultant hereunder, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison (and the Cities and, if applicable, the Corporation).

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

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B. Consultant's Indemnity Obligation. Consultant covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Client), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and each of the other Cities, and the elected and appointed officials, and the officers, employees, agents, and representatives of the Town of Addison, Texas and of each of the other Cities, individually or collectively, in both their official and private capacities (the said Town of Addison, Texas and each of the other Cities, the elected and appointed officials, and officers, employees, agents, and representatives of the Town of Addison, Texas and of each of the other Cities each being an "Indemnified Person" and collectively the "Indemnified Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Indemnified Persons or any of them, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the Services to be provided by Consultant pursuant to this Agreement as described herein, including in Section 1.A. above and the attached Schedule A, (ii) any representations and/or warranties by Consultant under this Agreement, (iii) any personal injuries (including but not limited to death) to any Consultant Persons (as hereinafter defined) and any third persons or parties arising out of or in connection with Consultant's provision of Services under this Agreement, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Consultant or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Consultant is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Consultant Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PERSON, OR CONDUCT BY ANY INDEMNIFIED PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Consultant's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Indemnified Person or Indemnified Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Consultant's liability for Indemnified Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Indemnified Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Consultant shall promptly advise the Client in writing of any claim or demand against any Indemnified Person related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's sole cost and expense. The Indemnified Persons shall have the right, at the Indemnified Persons' option and own expense, to participate in such defense without relieving Consultant of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement. If this Agreement is assigned to the Corporation,

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the Corporation, its directors, officers, employees, agents, and representatives shall be deemed and become "Indemnified Persons" for purposes of this Section 5.B.

Section 6. Miscellaneous.

A. *Notice.* Any notice or statement required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given or delivered for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

To Consultant:

IXP Corporation
Princeton Forrestal Village
103 Main Street
Princeton, NJ 08540
Attn: Legal

Such addresses and addressees may be changed by giving notice of such change in accordance with this provision.

B. *Force Majeure.* In the event either the Consultant or the Client shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice of such delay and the reasons therefor to the other party, and thereupon performance of such act shall be excused for such period of delay.

C. *Assignment.* Except as provided in this Agreement, neither party may assign, sell, transfer, subcontract, or otherwise convey (collectively, "assign") this Agreement or any of their rights or obligations hereunder, in any manner whatsoever (including by merger, consolidation, or by operation of law) to a third party without the prior written consent of the other party; and any such assignment without the other party's prior written consent shall be considered null and void *ab initio*.

Notwithstanding the foregoing provisions of this Section 6.C. or any other provision of this Agreement, Client may assign, in whole or in part and at any time whatsoever, this Agreement to the Corporation or to any of the other Cities; and if Client assigns this Agreement, Client shall be fully released from, and shall have no further liability, responsibility, or obligations for or under, this Agreement. In the event of any such assignment, the provisions of Section 4 (Records; Documents; Confidentiality) and Section 5 (Insurance; Consultant's Indemnification Obligation),

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above, and other provisions of this Agreement in favor of the Client and the other Cities, shall continue to apply to Client and the Cities (e.g., IXP shall continue to have its required insurance endorsed to name the Town of Addison and all other Cities as additional insureds).

D. *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. Except as provided herein, this Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Each of Carrollton, Farmers Branch, Coppell, and the Corporation are third party beneficiaries of this Agreement and of the obligations, duties and responsibilities of Consultant under this Agreement, and shall be entitled to the same rights and benefits of this Agreement as if each of the said Cities and/or the Corporation was the Client under this Agreement.

E. *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

F. *Mutual Drafting; Headings; "Includes".* This Agreement is the joint product of Client and Consultant, and each provision has been subject to the mutual consultation, negotiation, and agreement of Consultant and Client, and will not be construed for or against any party. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

G. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

H. *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of

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Exhibit 3 to Interlocal Agreement Regarding Assignment and Assumption of IXP Consulting Services Agreement
Form of Assignment and Assumption of IXP Consulting Services Agreement
Copy of IXP Consulting Services Agreement

this Agreement shall survive the expiration or termination of this Agreement, except as otherwise provided in this Agreement. All waivers must be in writing and signed by the waiving party.

I. *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between Consultant and Client with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of Consultant and Client or it shall have no effect and shall be void.

J. *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

K. *Recitals.* The above and foregoing recitals are true and correct and are Incorporated into and made a part of this Agreement for all purposes.

L. *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below.

TOWN OF ADDISON, TEXAS

IXP CORPORATION

By: 
Lca Dunn, City Manager


William E. Metro, Chief Executive Officer

Date: 4/2/14

Date: 4/3/14

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Copy of IXP Consulting Services Agreement

Schedule A to IXP Consulting Services Agreement

IXP shall provide to Addison and to the other Cities the following work and services in connection with the establishment and initial start-up and operation of the Corporation and the Communications Center and in coordination with the Radio System project. For purposes hereof, the work and services to be provided with respect to the Corporation will be provided even though the Corporation may not have yet been created.

1. Governance and Organizational Setup
 - 1.1. Work with the Cities to establish the governance and operational structures of the Corporation and the initial operations agreement used to define the service level expectations and cost allocation mechanisms between the Corporation and the Cities.
 - 1.2. Assist the Corporation in establishing the required service relationships for accounting and human resource/benefits administration.
 - 1.3. Provide support and staffing for standing meetings of the governing board, operations board and technology coordination committee for the first 12 months of the Corporation.
2. Establishing Operational Policies and Procedures
 - 2.1. Collect and review the current operational policies and procedures of each of the four existing communications centers and identify common practices across multiple operations as well as unique processes or operational requirements.
 - 2.2. Facilitate a series of workshops with the leadership groups for the law enforcement, fire service and communications center groups to establish the service level expectations and operational requirements for the consolidated organization.
 - 2.3. Develop draft policies and procedures for the consolidated organization that build on existing processes while also addressing new requirements for the consolidated operation.
 - 2.4. Facilitate a review and edit process with the law enforcement and fire service leadership teams.
 - 2.5. Facilitate a formal adoption process through the operational and policy boards established to govern the Corporation.
3. Staffing Processes for the Corporation
 - 3.1. Based on the operational concepts and service level expectations of the Corporation, IXP will develop draft position descriptions and required knowledge, skills and abilities for each position in the Corporation.
 - 3.2. Facilitate a formal review, edit and adoption process through the operational and policy boards established to govern the Corporation.
 - 3.3. Provide administrative and process support to the policy board for the recruitment and hiring of an executive director for the Corporation ("Executive Director").
 - 3.4. Provide administrative and process support to the Executive Director for the recruitment and hiring of an administrative assistant to the Executive Director.
 - 3.5. Provide administrative and process support to the Executive Director for the recruitment and hiring of the training and QA (quality assurance) supervisors.
 - 3.6. Provide administrative and process support to the Executive Director for the recruitment and hiring of the operational supervisory team for the Corporation.

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Exhibit 1 Copy of IXP Consulting Services Agreement

- 3.7. Provide administrative and process support in the recruitment and hiring of the technology support positions for the Corporation.
 - 3.8. Provide administrative and process support to the leadership team of the Corporation for the recruitment and hiring of telecommunicator and Communications Training Officer (CTO) personnel for the Corporation.
 - 3.9. Assist in the development and delivery of training to newly hired personnel on the administrative and operational policies and procedures of the Corporation.
4. Technology Systems Specifications, Procurement and Implementation Support
 - 4.1. Facilitate a series of workshops to define the functional and operational requirements for each of the individual systems required for the new Communications Center.
 - 4.2. Development of procurement specifications for each of these technology systems. This will include:
 - 4.2.1. Coordination with the North Central Texas Council of Governments for 9-1-1 systems and services.
 - 4.2.2. Development of specifications for an administrative phone system and services for the balance of the organization.
 - 4.2.3. Development of specifications for a Computer Aided Dispatch (CAD) system for the Corporation and either a common Records Management System (RMS) or the appropriate interfaces to legacy RMS systems.
 - 4.2.4. Development of specifications for mobile computer equipment to work with the selected CAD and RMS environment.
 - 4.2.5. Coordination with the regional radio system project to integrate logging and recording needs into the centralized logging and recording system used by the radio network and development of specifications of supplementary/backup logging and recording capability at the Communications Center.
 - 4.2.6. Coordination with the regional radio system project for the placement of radio console system equipment and backup radio equipment at the new Communications Center.
 - 4.2.7. Development of a network architecture and necessary network equipment to establish an independent domain for the new Communications Center.
 - 4.2.8. Development of specifications for the specialized furniture for the Communications Center and the general office furniture for the balance of the facility where the Communications Center will be located (such location is anticipated to be, as of the Effective Date, at the property generally located at 1649 W. Frankford Road, Carrollton, Denton County, Texas, which property is owned by Cyrusone, Inc (the "Facility Location" or "Facility") (the Facility Location is subject to change as determined by the Cities).
 - 4.2.9. Development of specifications for ancillary systems and equipment such as workstations, master time synchronization, display screens, headsets, warning siren controllers and similar systems used to support the Communications Center operation.
 - 4.3. Facilitate the procurement process for the Corporation for each technology system, including:
 - 4.3.1. Development and publication of Requests for Proposals for each system.
 - 4.3.2. Facilitating the RFP process including responding to vendor questions,
 - 4.3.3. Organizing and tabulating responses,
 - 4.3.4. Facilitating a scoring and selection process, and

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- 4.3.5. Facilitating the Corporation's process of negotiating and executing contracts for system procurement.
 - 4.4. As an optional service (at the Cities' discretion), IXP will directly complete the contract negotiation and contracting process with vendors selected by the Corporation and then pass the contracts and titles for these systems and equipment through to the Corporation at the completion of the implementation cycle for each system.
 - 4.5. IXP will serve as the program and integration manager of the Corporation and facilitate the individual vendor's installation, configuration, testing, operational training, technical training and readiness of each system for live operations.
5. Facility Planning and Construction
 - 5.1. IXP will act as the Corporation's project manager and coordinate the finalization of the physical design of the Facility Location space. As part of this process IXP will provide CyrusOne's design and technical staff (if the Facility Location remains the location described in subsection 4.2.8, above, or if the Facility Location is changed from that location, the design and technical staff of the applicable entity having control over the Facility Location (the "Other Facility Location Entity") the information required to allow them to configure the electrical, mechanical and related building infrastructure systems to meet the needs of a public safety communications center.
 - 5.2. IXP will monitor the construction activities of CyrusOne (or the Other Facility Location Entity, as applicable) and their contractors and provide information to both CyrusOne (or the Other Facility Location Entity, as applicable) and the Corporation to make sure the Facility meets the intended design specifications and requirements.
 6. Transition to Live Operations
 - 6.1. IXP will position a team of individuals on-site for the first full week of live operation to assist the Corporation's staff as they transition from existing operations to consolidated operations at the new Facility. This will include managerial, operational and technical personnel to assist all portions of the Corporation.
 7. Planning and reconfiguration of Carrollton's existing PSAP (public safety answering point) so it can be used as the backup PSAP for the Corporation's new Facility. Activities will include:
 - 7.1. Planning the technology system backups to be used at the new Facility
 - 7.2. Coordination with the Corporation's vendors and partners to purchase and configure equipment that will be placed at the backup facility.
 - 7.3. Assisting the Corporation's staff in the development of operational and technical policies, procedures and training processes for operating in the backup facility.
 - 7.4. Coordinate the installation and testing of systems once the Facility is available for this activity.
 - 7.5. Coordinate an initial test operational cycle at the backup facility to assure that systems and staff can function as planned at the facility and then transition back to operations at the Facility.
 8. Optional post go-live consulting and assistance – Following go-live, IXP will keep a team of managerial, operational and technology personnel available to support the Corporation and its staff during their first year of operations. Services that are typically required during this period include:

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- 8.1.1. Assistance in monitoring performance metrics and reporting.
- 8.1.2. Assistance in developing adjustments to policies, procedures, working schedules and position responsibilities to match the service level expectations of the field personnel as new ways of doing business change and adapt in the early months of consolidated operation.
- 8.1.3. Consulting and coaching for the Executive Director and the Executive Director's supervisory team as they settle into their responsibilities and new employee teams.
- 8.1.4. Consulting for the governing boards of the Corporation as they go through their initial months of overseeing the consolidated operations and adapting their policies and procedures to meet the new ways of doing business.
- 8.1.5. Assisting the Executive Director and governing boards as they develop their budget and rate models for the 2nd year of operations.

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EXHIBIT 2

Copy of IXP Amendment

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Form of Assignment and Assumption of IXP Consulting Services Agreement

Exhibit 2 to Assignment and Assumption of IXP Consulting Services Agreement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMENDMENT TO IXP CONSULTING SERVICES AGREEMENT

This Amendment to IXP Consulting Services Agreement ("Amendment") is made and entered into as of _____, 2014 by and between iXP Corporation, a Delaware corporation, having its principal place of business at Princeton Forrestal Village, 103 Main Street, Princeton, NJ 08540 ("Consultant" or "IXP"), and the Town of Addison, Texas ("Client," "Town of Addison," or "Addison") (Consultant and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Addison and the City of Carrollton, the City of Coppell, and the City of Farmers Branch (collectively, the "Cities") previously agreed upon and approved the consolidation of their respective public safety dispatch and communications operations into a single consolidated public safety communications center (the "Communications Center").

2. To further the creation and establishment of the Communications Center, the Cities entered into an interlocal agreement titled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the "LGC Interlocal Agreement") that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code.

3. North Texas Emergency Communication Center, Inc., a Texas non-profit local government corporation ("NTECC"), is the Texas local government corporation contemplated by the LGC Interlocal Agreement, and was organized by the Cities to assist them 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 the Communications Center on behalf of the Cities.

4. Following the Cities' approval of the LGC Interlocal Agreement and in order to promptly facilitate its execution, but prior to the NTECC's organization, Addison, pursuant to an interlocal agreement between the Cities titled *iXP Interlocal Agreement*, entered into an agreement with IXP entitled *IXP Consulting Services Agreement* (the "IXP Consulting Agreement"), a copy of which is attached to this Amendment as Exhibit 1. The IXP Consulting Agreement engaged IXP to, among other things, provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the local government corporation and the Communications Center.

5. The IXP Consulting Agreement provides in Section 3.C. thereof that, at Addison's request and as an optional service, IXP will conduct technology system procurements and title transfers as described in Section 3.C. and in item 4.4 of Schedule A to the IXP Consulting Agreement. In accordance with those provisions of the IXP Consulting Agreement and as set forth in this Amendment, Addison desires that IXP provide work and services to

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manage and coordinate the procurement of certain technology and other items identified in Exhibit 2 to this Amendment, and IXP desires to provide those services to Addison.

6. The IXP Consulting Agreement contemplates that, following the creation and establishment of the NTECC, Addison's interest in the IXP Consulting Agreement would be assigned by Addison to the NTECC at a time Addison, with the consent of the Cities, deems appropriate and that Addison would thereafter no longer be a party to the IXP Consulting Agreement. As set forth herein, Addison, in anticipation of receiving the consent of the other Cities, desires to assign its interest in the IXP Consulting Agreement to NTECC, and this Amendment in part addresses that assignment.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Section 1. Amendment.

A. *Additional Services.* The IXP Consulting Agreement, attached to this Amendment as Exhibit 1, is amended by adding to the work and services described in Schedule A of the IXP Consulting Agreement, the work and services described in Exhibit 2 attached to this Amendment and incorporated herein by this reference ("Additional Services"). Accordingly, the term "Services" as used in the IXP Consulting Agreement includes (a) the work and services set forth in the IXP Consulting Agreement, including Schedule A thereof, and (b) the Additional Services.

B. *Communications Center Products.*

- (1) The Additional Services include IXP acquiring certain equipment, products and items described in the attached Exhibit 2 for the Communications Center (the "Center Products"). No acquisition of any Center Products shall be initiated or consummated by IXP unless and until IXP has received from the NTECC Board of Directors its determination and direction to make the acquisition (the "NTECC Notice").
- (2) Upon its receipt of the NTECC Notice and following its acquisition of the Center Products described therein, if IXP has acquired the same in its name or in the name of any person or entity other than NTECC, IXP shall promptly transfer the ownership thereof and rights in the same (including any warranties) to NTECC in manner, form, and content that is satisfactory to NTECC. IXP shall provide to the NTECC all information, materials, and documents pertaining to the Center Products.
- (3) In connection with the acquisition of the Center Products, IXP shall at all times keep the representative of NTECC designated by NTECC (the "NTECC Representative") informed of the process and progress of the same, and the acquisition and the process thereof shall be subject to the direction of the NTECC Representative.

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C. *Additional Services Compensation.* As compensation for the Additional Services, and in accordance with Section 3.C. of the IXP Consulting Agreement, IXP will be paid an amount equal to three percent (3%) of the direct cost of Center Products (the "Additional Services Compensation"). Payment to IXP of the Additional Services Compensation shall be in accordance with the following:

- (1) IXP shall submit to Addison an invoice for payment of the Additional Services Compensation. Such invoice shall (i) identify the amount paid for the Center Products that are the subject of the invoice, (ii) set forth the Additional Services Compensation for the Center Products that are the subject of the invoice, (iii) include a copy of all receipts and other documentation in support of the direct cost of Center Products that are the subject of the invoice, and (iv) include such other materials and information as Addison may request to verify the invoice.
- (2) The amount of each such invoice that is not the subject of a dispute will be paid within 30 days after the date of Addison's receipt of each such invoice (and all accompanying materials) as described above.

Until such time as IXP has received written notice from either Addison or from NTECC, Addison shall manage and administer the Additional Services Payment Process and the process for payment of compensation to IXP as described in Section 3 of the IXP Consulting Agreement. However, Addison shall not make any payment pursuant to the IXP Agreement unless such invoice has been reviewed and approved by NTECC.

Section 2. Assignment.

A. Addison anticipates that, following its execution of this Amendment, it will assign, transfer, and convey to NTECC its interests, duties, and obligations in and to the IXP Consulting Agreement and this Amendment (the IXP Consulting Agreement, as amended by this Amendment, being the "IXP Agreement").

B. Notwithstanding the assignment, transfer, and conveyance of the IXP Agreement to NTECC, Addison further anticipates that the assignment and conveyance will provide that Addison is to retain the management, administration, and processing of payments to IXP under the IXP Agreement ("Payment Processing"). In the event that Addison retains the same, payments to IXP under the IXP Agreement will be managed, administered, and processed by Addison in accordance with the IXP Agreement until such time as either Addison or NTECC has given written notice to IXP that the same has been assigned and transferred by Addison to NTECC.

C. Upon the assignment, transfer, and conveyance of the IXP Agreement to NTECC, in whole or in part, Addison is and shall be fully released from, and shall have no further liability, responsibility, or obligations for or under, the IXP Agreement. If the IXP Agreement is assigned, transferred, and conveyed to NTECC, but the instrument making the assignment, transfer, and conveyance provides that Addison will retain the Payment Processing function of the IXP Agreement, Addison will retain responsibility for the same until such time as Addison or NTECC shall give notice to IXP that the Payment Processing function has been assigned, transferred, and conveyed to NTECC; provided, however, IXP shall look only to NTECC for performance of the Client obligations pursuant to the provisions of the IXP Agreement.

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D. Notwithstanding any assignment, transfer, or conveyance of the IXP Agreement by Addison to NTECC (or any other person or entity), the provisions of Section 4 (Records; Documents; Confidentiality) and Section 5 (Insurance; Consultant's Indemnification Obligation) of the IXP Consulting Agreement, and all other provisions of the IXP Consulting Agreement and of this Amendment that are in favor of and benefit, but do not burden, Addison and the other Cities shall continue to apply to Addison and the other Cities. By way of example, (i) pursuant to Section 6.C. of the IXP Consulting Agreement, IXP shall continue to have its required insurance endorsed to name Addison and all other Cities as additional insureds; and (ii) pursuant to Section 5.B. of the IXP Consulting Agreement, Addison, the other Cities, and their respective elected and appointed officials, officers, employees, agents and representatives shall all be considered Indemnified Persons as described in the IXP Consulting Agreement.

E. Following any assignment, transfer, and conveyance by Addison to NTECC, each of Addison and the cities of Carrollton, Coppell, and Farmers Branch are and shall be and remain third party beneficiaries of the IXP Agreement and of the obligations, duties and responsibilities of IXP thereunder, and shall be entitled to the same rights and benefits of the IXP Agreement as if each of the Cities was a party to the IXP Agreement.

Section 3. Binding Agreement; No Third Party Beneficiaries; Contingency. This Amendment shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. Except as provided herein, this Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Notwithstanding any other provision of this Amendment, this Amendment is subject to and contingent upon its approval, ratification, and consent by each of the Cities pursuant to an interlocal agreement between the Cities. If each of Addison and IXP sign this Amendment prior to such approval, ratification, and consent, this Amendment shall nevertheless be null and void if the Cities have not signed an interlocal agreement approving, ratifying, and consenting to this Amendment by December 15, 2014.

Section 4. Recitals. The above and foregoing Recitals to this Amendment are true and correct and are incorporated into this Amendment and made a part hereof.

Section 5. Certain Words. Capitalized and other words and phrases used in this Amendment but not defined herein have the meaning given to them in the IXP Consulting Agreement.

Section 6. No Other Amendments. Except as set forth in this Amendment, all other terms, conditions, and provisions of the IXP Consulting Agreement remain unchanged and in full force and effect. To the extent of any conflict between this Amendment and the IXP Consulting Agreement, the terms and provisions of this Amendment shall control. Section and subsection headings in this Second Amendment are for convenience only and shall not be used in interpretation of this Second Amendment.

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Form of Assignment and Assumption of IXP Consulting Services Agreement**

Exhibit 2 to Assignment and Assumption of IXP Consulting Services Agreement

Section 7. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Second Amendment on behalf of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties execute this Amendment effective as of the date first set forth above.

TOWN OF ADDISON, TEXAS

IXP CORPORATION

**By: _____
Lea Dunn, City Manager**

**By: _____
Lawrence D. Consalvos,
President and Chief Operating Officer**

Date: _____

Date: _____

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**Exhibit 3 to Interlocal Agreement Regarding Assignment and Assumption of IXP Consulting Services Agreement
Form of Assignment and Assumption of IXP Consulting Services Agreement**

Exhibit 2 to Assignment and Assumption of IXP Consulting Services Agreement

EXHIBIT 1

Copy of IXP Consulting Agreement

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Form of Assignment and Assumption of IXP Consulting Services Agreement

Exhibit 2 to Assignment and Assumption of IXP Consulting Services Agreement
Exhibit "1"
Copy of IXP Consulting Services Agreement

IXP CONSULTING SERVICES AGREEMENT

This IXP Consulting Services Agreement ("Agreement") is made and entered into as of 2nd day of April, 2014 ("Effective Date") by and between IXP Corporation, a Delaware corporation, having its principal place of business at Princeton Forrestal Village, 103 Main Street, Princeton, NJ 08540 ("Consultant" or "IXP"), and the Town of Addison, Texas ("Client," "Town of Addison," or "Addison") (Consultant and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Consultant is in the business of, among other things, analyzing the emergency communications systems of local governments, including emergency services dispatch systems, and facilitating the joint development and implementation of those systems by and among multiple local governments.

2. Client is one of four cities - the others being the City of Carrollton, Texas ("Carrollton"), the City of Coppell, Texas ("Coppell"), and the City of Farmers Branch, Texas ("Farmers Branch") (collectively, the "Cities" and each being a home rule city) - that entered into an interlocal agreement entitled *Metrocrest Quad Cities Public Safety Radio System Interlocal Agreement* (effective June 26, 2013) (the "Radio System Interlocal Agreement") for the purpose of establishing the Cities' agreement regarding the purchase, installation, maintenance, operation, management, and use of a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 Interoperability standards to be used jointly by the Cities for providing public safety dispatch and communications for the Cities' respective Fire/EMS and Police departments (the "Radio System").

3. In connection with and related to the Radio System and the Radio System Interlocal Agreement, the Cities commissioned a study, conducted by Consultant, regarding the method of public safety dispatching and communications conducted by each of the Cities, and the options, advantages, and disadvantages to consolidating the public safety dispatch and communications operations of the Cities into a single consolidated public safety communications center (the "Dispatch Study").

4. The findings of the Dispatch Study indicated that the operation by the Cities of a consolidated public safety communications center ("Communications Center") would result in significant efficiencies and savings in both human and financial resources and allow for a higher level of coordination of public safety services within the Cities that will enhance the safety of residents and other inhabitants of each of the Cities.

5. Following the Cities' receipt and evaluation of the Dispatch Study, the Cities entered into an interlocal agreement entitled *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* (the "LGC Interlocal Agreement") that, among other things, provides for the creation of a local government corporation pursuant to the authority of Subchapter D of Chapter 431, Texas Transportation Code, to be known as *Metrocrest Quad Cities Local Government Corporation* (the "Corporation"), which will be organized for the purpose of assisting and acting on behalf of the

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Exhibit "I"

Copy of IXP Consulting Services Agreement

Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of the Communications Center and other joint projects as authorized in the Certificate of Formation and the Bylaws of the Corporation, as may be amended from time to time. The LGC Interlocal Agreement further provides for the development of agreements regarding the operation of the Corporation.

6. The Cities are, as of the Effective Date, in the process of carrying out the terms of the LGC Interlocal Agreement, including the creation of the Corporation, the development of its organizational, operational, staffing, and support elements, and the provision of the Communications Center, so that the Corporation will become an emergency communications organization that supports the Cities and their public safety functions.

7. In order to help implement the LGC Interlocal Agreement, the Cities desire to engage the services of IXP to provide temporary management and related services to facilitate the establishment and the initial start-up and operation of the Corporation and the Communications Center in coordination with the Radio System project, and to provide assistance with management, operations, and technology of the Communication Center during the first year of its operation. The services to be provided by IXP are set forth in this Agreement, below.

8. The Cities desire that IXP begin promptly to provide the services described in this Agreement as the Cities finalize the creation and initial organization of the Corporation. Accordingly, Addison is entering into this Agreement with IXP, but the parties recognize and agree that, once the Corporation has been created and established and at such time as Addison deems appropriate, this Agreement will be assigned to the Corporation and Addison will no longer be a party to it. Additionally, this Agreement is subject to and contingent upon the Cities entering into an interlocal agreement that approves this Agreement and that provides for the sharing of the costs of this Agreement by the Cities (the "IXP Interlocal Agreement").

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Section 1. Consultant's Work and Services; Standards of Performance; Consultant Services Manager; Independent Contractor.

A. Client engages Consultant to provide, and Consultant agrees to provide to Client (and to the other Cities), the professional work and services set forth in Schedule A attached hereto and incorporated into and made a part of this Agreement by this reference (the "Services"). During the Term (as defined in Section 2, below), Consultant agrees to provide the Services to Client in accordance with this Agreement and to Client's satisfaction.

B. The Services shall be performed and provided by Consultant in a professional manner, consistent with that level of care and skill ordinarily exercised by reputable members of Consultant's profession in Dallas County, Texas. Consultant represents that it has the skill and the professional expertise necessary to provide the Services to the Client.

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In providing the Services, Consultant shall at all times comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations and standards adopted by any governmental entity, agency, commission, or authority having jurisdiction over the Services, and with all applicable professional standards pertaining to the Services.

Consultant represents to Client that its execution and delivery of this Agreement and its performance of the Services does not and will not: (1) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Consultant is a party; or (2) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Consultant.

All persons provided by Consultant to perform the Services under this Agreement shall be adequately trained and capable of properly performing the Services.

C. Consultant will designate an employee to manage and oversee all of the Services, and Consultant will identify such person to Client in writing. Among other things, such employee will coordinate the Services and provide general direction and guidance in connection with Consultant's performance of the Services.

D. In the performance of Services contemplated under this Agreement, Consultant acknowledges and agrees that Consultant is acting as an independent contractor, and nothing in this Agreement creates, nor is intended nor shall be construed to create, an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow Client to exercise discretion or control over the manner in which Consultant performs the Services which are the subject matter of this Agreement. Consultant is solely responsible for all labor and expenses in connection with the Services provided under or in connection with this Agreement, and for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by, arising out of, or resulting from any act or omission of Consultant, or Consultant's directors, partners, officers, managers, employees, agents, contractors, subcontractors, or any person or entity for whom Consultant is legally liable, under or in connection with this Agreement.

Section 2. Term: Termination.

A. *Term.* The term of this Agreement will commence on the later of the (i) date this Agreement has been signed by both Consultant and Client, and (ii) the date that the last of the Cities approves and executes the IXP Interlocal Agreement, and, unless earlier terminated as set forth in this Agreement, will continue through and terminate on March 31, 2015 (but if Consultant has not provided all of the Services by March 31, 2015, Client may extend this Agreement to a later date or dates to allow the completion of all the Services) (the "Term"). If all of the Cities do not approve and execute the IXP Interlocal Agreement on or before April 2, 2014, this Agreement shall be null and void and have no force or effect.

B. *Termination.* This Agreement may be terminated prior to expiration of the Term as follows:

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(a) Client may terminate this Agreement at any time and for any reason (or for no reason) by giving Consultant at least thirty (30) days written notice of such termination. Upon receipt of the termination notice, Consultant will stop work in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any).

(b) If either party (the "defaulting party") defaults in the performance of or violates any material term or provision of this Agreement (a "default"), the other party (the "non-defaulting party") shall have the right to terminate this Agreement upon giving to the defaulting party written notice of such default (specifying the default in such notice) at least ten (10) business days' prior to such termination; provided, however, that such right of termination shall not be exercised by the non-defaulting party unless and until a default remains uncured by the defaulting party for the said ten (10) business day period, but if the default cannot with diligence be cured within said ten (10) business day period, if within such ten (10) business day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, but not to exceed fifteen (15) business days following the receipt of the said notice. If the default is not cured within the said period of time (as applicable) to the satisfaction of the non-defaulting party, this Agreement shall terminate upon the expiration of the said period of time. For purposes hereof "business days" means Monday through Friday of each week, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Should this Agreement be terminated for any reason prior to the completion of the Services, Client shall pay Consultant for the Services properly provided through the date of termination, subject to and in accordance with other provisions of his Agreement.

Section 3. Compensation.

A. Client will pay Consultant, for Consultant's provision and performance of items 1 ("Governance and Organizational Setup") through 7 ("Planning and reconfiguration of Carrollton's existing PSAP so it can be used as the backup PSAP for the Corporation's new facility") of the Services as set forth in the attached Schedule A and rendered in accordance with the terms of this Agreement, the total sum of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) (the "Contract Amount"). Payment of the Contract Amount will be made in accordance with the following:

- The sum of \$85,000.00 ("Monthly Amount") will be paid each month for a period of 12 consecutive months (for a total amount of \$1,020,000.00) commencing with March, 2014 (the last such payment to be made for the month of February, 2015).
- The sum of \$80,000.00 (the "Final Amount") will be paid following the completion of the testing of the backup communication center identified in item 7 set forth in the attached Schedule A (the "Completion of Testing").

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- With respect to each Monthly Amount, on or before the 10th day of each month (beginning with March, 2014) Consultant shall submit to Client an invoice for the Services performed and provided by Consultant during the immediately prior month. Each invoice shall include (i) a description of the Services performed (and specifically identifying which of items 1 through 7 included in the attached Schedule A is the subject of or included within the Invoice), and include a good faith estimate of the percentage of the Services completed and the total amount invoiced by Consultant for the Services through and including the month that is the subject of the invoice, (ii) true and correct copies of any and all documents and/or materials in support of the invoice, and (iii) any additional documents or materials as the Client may request in connection with the invoice and/or the compensation paid to Consultant.
- With respect to the Final Amount, within 10 days following the Completion of Testing, Consultant shall submit to Client an invoice for the Services performed and provided by Consultant since the date of the immediately prior invoice. Such invoice shall include the information described in the bullet point above.
- Client will pay Consultant the amount of an invoice, to the extent that such amount is not in dispute, within thirty (30) days after the City's receipt of each such invoice (and all accompanying materials) as described above.

B. The services described in Item 8 of the attached Schedule A above can be provided to Client, at Client's sole discretion and election, on either a fixed-price basis or a "Time & Material" basis. Prior to go-live, the parties will meet and confer on the appropriate post go-live support model and establish pricing and payment terms at that time through an amendment to this Agreement, if the parties are able to agree on such amendment.

C. Notwithstanding the foregoing, if Client requests and as an optional service, IXP will conduct the technology system procurements and title transfers as described in item 4.4 included in the attached Schedule A at the direct cost of acquisition plus 3% for administrative processing. If Client requests the same, payments for these purchases (including any incremental payments required as part of the order, installation, testing, and acceptance cycle) will be made within 30 days of IXP's invoice to Client for each purchase.

D. Notwithstanding any other provision of this Agreement (including the attached Schedule A) to the contrary, Client shall not be obligated to make payment to Consultant hereunder if:

(a) Consultant is in default of any of its obligations under this Agreement or any documents in connection with the Services (and payment may be withheld in the extent of any such default) subject to the cure period provision in Section 2.B.(b);

(b) Any part of any payment is attributable to any Services of Consultant which are not performed in accordance with this Agreement, subject to the cure period provision in Section 2.B.(b), or

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(c) Consultant has failed to make payment promptly to consultants or other third parties used by Consultant in connection with Consultant's Services hereunder for which the Client has made payment to Consultant.

Section 4. Records, Documents; Confidentiality.

A. All records, reports, documents, materials, and all other information whatsoever, in whatever form or format, prepared by, for, or on behalf of Consultant in connection with or related to this Agreement and the Services shall belong to and are owned exclusively by the Client for all purposes, and shall be provided and delivered to the Client upon the earlier of the termination or expiration of this Agreement or at the City's request. This provision shall survive the expiration or termination of this Agreement.

B. Consultant agrees that any documents, records, materials, or other information (collectively, "confidential information") received from Client (or any of the Cities) and identified in writing as confidential (or if not identified in writing, if it is clear from the circumstances that the documents, records, materials, or other information are confidential) will not be disclosed or used by the Consultant, except for the purpose(s) set forth herein, without the prior written consent of Client. The Consultant will use the same degree of care to avoid publication or dissemination of such confidential information of Client as the Consultant employs with respect to its own information of similar importance and will only disclose the confidential information to those employees of Consultant who have a "need to know." Consultant will take appropriate action by way of instructions or written agreements with its employees receiving such confidential information to advise such employees of all obligations under this Agreement.

The Consultant will not be liable for disclosure of information received from Client (or any of the other Cities) if it:

- (a) is contained in a printed publication generally available to the public without restriction;
- (b) becomes publicly known without breach of this Agreement or through no wrongful act of Consultant;
- (c) is approved in writing for disclosure without restriction by a duly authorized officer of the Client;
- (d) is already known by Consultant without restriction when received, or thereafter is developed independently by Consultant and the Consultant's records clearly establish such independent development; or
- (e) is required by a court or other governmental or judicial authority to be disclosed (and in the event Consultant receives notice that Client's (or any other Cities') information is the subject of a governmental or judicial inquiry, directive, or order, Consultant shall immediately make Client aware of such inquiry, directive, or order, and Client may take such steps as Client may deem appropriate or necessary to protect such information).

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In the event that Consultant fails to comply with the terms of this confidentiality provision, Client may suffer irreparable harm, and monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to Client at law, in equity, or otherwise, Client may be entitled to injunctive relief to enforce the terms of this Agreement, and such further relief as may be proper from a court of competent jurisdiction.

Termination or expiration of this Agreement will not be deemed to affect Consultant's obligations with respect to confidential information, and such obligations will continue in full force and effect for a period of two (2) years after termination or expiration of this Agreement. Upon such termination or expiration of this Agreement, at Client's request, Consultant will return to Client all of Client's (and any of the other Cities') information that Client deems confidential, including all originals and any copies, and will not retain any originals or any copies of any such information; this obligation shall survive the termination or expiration of this Agreement.

C. Consultant shall keep complete and accurate records of the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to the Client upon request. Consultant shall assure the confidentiality of any records that are required by law to be so maintained.

Section 5. Insurance: CONSULTANT'S INDEMNIFICATION OBLIGATION.

A. In connection with this Agreement and at all time relevant hereto or in connection herewith, Consultant shall acquire and maintain in a company or companies lawfully authorized to do business in Texas at least the following insurance:

- (1) Workers' Compensation insurance at statutory limits under the laws of Texas, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;
- (2) Commercial General Liability insurance, with combined single limits of not less than \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage; \$1,000,000 for personal injury; and a \$1,000,000 annual aggregate for Products/Completed Operations. Coverage must include Contractual Liability and Products/Completed Operations;
- (3) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including Owned, Non-Owned and Hired Car Coverage. This coverage must be written on a standard and approved ISO form; and
- (4) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. This coverage must be

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maintained for at least two (2) years after the Services are completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

With reference to the foregoing insurance requirement, Consultant shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas (and all other Cities) shall be named as an additional insured with respect to all liability policies.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison (and all other Cities, and, upon assignment of this Agreement, the Corporation).
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents (and all other Cities and their respective officers, employees, and agents and, upon assignment of this Agreement, the Corporation and its directors, officers, employees, and agents) shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas (and all other Cities, and, upon assignment of this Agreement, the Corporation) will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name the Town of Addison, Texas (and other Cities and/or the Corporation) as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

Consultant may maintain reasonable and customary deductibles. Insurance must be purchased from insurers that are financially acceptable to the Client and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Consultant and the Town of Addison prior to the commencement of any Services or work by Consultant hereunder, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice of cancellation or termination provisions to the Town of Addison (and the Cities and, if applicable, the Corporation).

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

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B. Consultant's Indemnity Obligation. Consultant covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Client), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and each of the other Cities, and the elected and appointed officials, and the officers, employees, agents, and representatives of the Town of Addison, Texas and of each of the other Cities, individually or collectively, in both their official and private capacities (the said Town of Addison, Texas and each of the other Cities, the elected and appointed officials, and officers, employees, agents, and representatives of the Town of Addison, Texas and of each of the other Cities each being an "Indemnified Person" and collectively the "Indemnified Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Indemnified Persons or any of them, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the Services to be provided by Consultant pursuant to this Agreement as described herein, including in Section 1.A. above and the attached Schedule A, (ii) any representations and/or warranties by Consultant under this Agreement, (iii) any personal injuries (including but not limited to death) to any Consultant Persons (as hereinafter defined) and any third persons or parties arising out of or in connection with Consultant's provision of Services under this Agreement, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Consultant or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Consultant is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Consultant Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PERSON, OR CONDUCT BY ANY INDEMNIFIED PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Consultant's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Indemnified Person or Indemnified Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Consultant's liability for Indemnified Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Indemnified Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

Consultant shall promptly advise the Client in writing of any claim or demand against any Indemnified Person related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's sole cost and expense. The Indemnified Persons shall have the right, at the Indemnified Persons' option and own expense, to participate in such defense without relieving Consultant of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement. If this Agreement is assigned to the Corporation,

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the Corporation, its directors, officers, employees, agents, and representatives shall be deemed and become "Indemnified Persons" for purposes of this Section 5.B.

Section 6. Miscellaneous.

A. *Notice.* Any notice or statement required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given or delivered for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

To Consultant:

IXP Corporation
Princeton Forrestal Village
103 Main Street
Princeton, NJ 08540
Attn: Legal

Such addresses and addressees may be changed by giving notice of such change in accordance with this provision.

B. *Force Majeure.* In the event either the Consultant or the Client shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice of such delay and the reasons therefor to the other party, and thereupon performance of such act shall be excused for such period of delay.

C. *Assignment.* Except as provided in this Agreement, neither party may assign, sell, transfer, subcontract, or otherwise convey (collectively, "assign") this Agreement or any of their rights or obligations hereunder, in any manner whatsoever (including by merger, consolidation, or by operation of law) to a third party without the prior written consent of the other party; and any such assignment without the other party's prior written consent shall be considered null and void *ab initio*.

Notwithstanding the foregoing provisions of this Section 6.C. or any other provision of this Agreement, Client may assign, in whole or in part and at any time whatsoever, this Agreement to the Corporation or to any of the other Cities; and if Client assigns this Agreement, Client shall be fully released from, and shall have no further liability, responsibility, or obligations for or under, this Agreement. In the event of any such assignment, the provisions of Section 4 (Records; Documents; Confidentiality) and Section 5 (Insurance; Consultant's Indemnification Obligation),

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above, and other provisions of this Agreement in favor of the Client and the other Cities, shall continue to apply to Client and the Cities (e.g., IXP shall continue to have its required insurance endorsed to name the Town of Addison and all other Cities as additional insureds).

D. *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. Except as provided herein, this Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Each of Carrollton, Farmers Branch, Coppell, and the Corporation are third party beneficiaries of this Agreement and of the obligations, duties and responsibilities of Consultant under this Agreement, and shall be entitled to the same rights and benefits of this Agreement as if each of the said Cities and/or the Corporation was the Client under this Agreement.

E. *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating in this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

F. *Mutual Drafting; Headings: "Includes".* This Agreement is the joint product of Client and Consultant, and each provision has been subject to the mutual consultation, negotiation, and agreement of Consultant and Client, and will not be construed for or against any party. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

G. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

H. *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of

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this Agreement shall survive the expiration or termination of this Agreement, except as otherwise provided in this Agreement. All waivers must be in writing and signed by the waiving party.

I. *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between Consultant and Client with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of Consultant and Client or it shall have no effect and shall be void.

J. *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

K. *Recitals.* The above and foregoing recitals are true and correct and are incorporated into and made a part of this Agreement for all purposes.

L. *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

SIGNED by the parties on the dates set forth below.

TOWN OF ADDISON, TEXAS

IXP CORPORATION

By: Lea Dunn
Lea Dunn, City Manager

By: William E. Metro
William E. Metro, Chief Executive Officer

Date: 4/2/14

Date: 4/3/14

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Schedule A to IXP Consulting Services Agreement

IXP shall provide to Addison and in the other Cities the following work and services in connection with the establishment and initial start-up and operation of the Corporation and the Communications Center and in coordination with the Radio System project. For purposes hereof, the work and services to be provided with respect to the Corporation will be provided even though the Corporation may not have yet been created.

1. Governance and Organizational Setup
 - 1.1. Work with the Cities to establish the governance and operational structures of the Corporation and the initial operations agreement used to define the service level expectations and cost allocation mechanisms between the Corporation and the Cities.
 - 1.2. Assist the Corporation in establishing the required service relationships for accounting and human resource/benefits administration.
 - 1.3. Provide support and staffing for standing meetings of the governing board, operations board and technology coordination committee for the first 12 months of the Corporation.
2. Establishing Operational Policies and Procedures
 - 2.1. Collect and review the current operational policies and procedures of each of the four existing communications centers and identify common practices across multiple operations as well as unique processes or operational requirements.
 - 2.2. Facilitate a series of workshops with the leadership groups for the law enforcement, fire service and communications center groups to establish the service level expectations and operational requirements for the consolidated organization.
 - 2.3. Develop draft policies and procedures for the consolidated organization that build on existing processes while also addressing new requirements for the consolidated operation.
 - 2.4. Facilitate a review and edit process with the law enforcement and fire service leadership teams.
 - 2.5. Facilitate a formal adoption process through the operational and policy boards established to govern the Corporation.
3. Staffing Processes for the Corporation
 - 3.1. Based on the operational concepts and service level expectations of the Corporation, IXP will develop draft position descriptions and required knowledge, skills and abilities for each position in the Corporation.
 - 3.2. Facilitate a formal review, edit and adoption process through the operational and policy boards established to govern the Corporation.
 - 3.3. Provide administrative and process support to the policy board for the recruitment and hiring of an executive director for the Corporation ("Executive Director").
 - 3.4. Provide administrative and process support to the Executive Director for the recruitment and hiring of an administrative assistant to the Executive Director.
 - 3.5. Provide administrative and process support to the Executive Director for the recruitment and hiring of the training and QA (quality assurance) supervisors.
 - 3.6. Provide administrative and process support to the Executive Director for the recruitment and hiring of the operational supervisory team for the Corporation.

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- 3.7. Provide administrative and process support in the recruitment and hiring of the technology support positions for the Corporation.
- 3.8. Provide administrative and process support to the leadership team of the Corporation for the recruitment and hiring of telecommunicator and Communications Training Officer (CTO) personnel for the Corporation.
- 3.9. Assist in the development and delivery of training to newly hired personnel on the administrative and operational policies and procedures of the Corporation.
4. Technology Systems Specifications, Procurement and Implementation Support
 - 4.1. Facilitate a series of workshops to define the functional and operational requirements for each of the individual systems required for the new Communications Center.
 - 4.2. Development of procurement specifications for each of these technology systems. This will include:
 - 4.2.1. Coordination with the North Central Texas Council of Governments for 9-1-1 systems and services.
 - 4.2.2. Development of specifications for an administrative phone system and services for the balance of the organization.
 - 4.2.3. Development of specifications for a Computer Aided Dispatch (CAD) system for the Corporation and either a common Records Management System (RMS) or the appropriate interfaces to legacy RMS systems.
 - 4.2.4. Development of specifications for mobile computer equipment to work with the selected CAD and RMS environment.
 - 4.2.5. Coordination with the regional radio system project to integrate logging and recording needs into the centralized logging and recording system used by the radio network and development of specifications of supplementary/backup logging and recording capability at the Communications Center.
 - 4.2.6. Coordination with the regional radio system project for the placement of radio console system equipment and backup radio equipment at the new Communications Center.
 - 4.2.7. Development of a network architecture and necessary network equipment to establish an independent domain for the new Communications Center.
 - 4.2.8. Development of specifications for the specialized furniture for the Communications Center and the general office furniture for the balance of the facility where the Communications Center will be located (such location is anticipated to be, as of the Effective Date, at the property generally located at 1649 W. Frankford Road, Carrollton, Denton County, Texas, which property is owned by Cyrusco, Inc (the "Facility Location" or "Facility") (the Facility Location is subject to change as determined by the Cities).
 - 4.2.9. Development of specifications for ancillary systems and equipment such as workstations, master time synchronization, display screens, headsets, warning siren controllers and similar systems used to support the Communications Center operation.
 - 4.3. Facilitate the procurement process for the Corporation for each technology system, including:
 - 4.3.1. Development and publication of Requests for Proposals for each system.
 - 4.3.2. Facilitating the RFP process including responding to vendor questions,
 - 4.3.3. Organizing and tabulating responses,
 - 4.3.4. Facilitating a scoring and selection process, and

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- 4.3.5. Facilitating the Corporation's process of negotiating and executing contracts for system procurement.
 - 4.4. As an optional service (at the Cities' discretion), IXP will directly complete the contract negotiation and contracting process with vendors selected by the Corporation and then pass the contracts and files for these systems and equipment through to the Corporation at the completion of the implementation cycle for each system.
 - 4.5. IXP will serve as the program and integration manager of the Corporation and facilitate the individual vendor's installation, configuration, testing, operational training, technical training and readiness of each system for live operations.
5. Facility Planning and Construction
 - 5.1. IXP will act as the Corporation's project manager and coordinate the finalization of the physical design of the Facility Location space. As part of this process IXP will provide CyrusOne's design and technical staff (if the Facility Location remains the location described in subsection 4.2.8, above, or if the Facility Location is changed from that location, the design and technical staff of the applicable entity having control over the Facility Location (the "Other Facility Location Entity") the information required to allow them to configure the electrical, mechanical and related building infrastructure systems to meet the needs of a public safety communications center.
 - 5.2. IXP will monitor the construction activities of CyrusOne (or the Other Facility Location Entity, as applicable) and their contractors and provide information to both CyrusOne (or the Other Facility Location Entity, as applicable) and the Corporation to make sure the Facility meets the intended design specifications and requirements.
 6. Transition to Live Operations
 - 6.1. IXP will position a team of individuals on-site for the first full week of live operation to assist the Corporation's staff as they transition from existing operations to consolidated operations at the new Facility. This will include managerial, operational and technical personnel to assist all portions of the Corporation.
 7. Planning and reconfiguration of Carrollton's existing PSAP (public safety answering point) so it can be used as the backup PSAP for the Corporation's new Facility. Activities will include:
 - 7.1. Planning the technology system backups to be used at the new Facility
 - 7.2. Coordination with the Corporations vendors and partners to purchase and configure equipment that will be placed at the backup facility.
 - 7.3. Assisting the Corporation's staff in the development of operational and technical policies, procedures and training processes for operating at the backup facility.
 - 7.4. Coordinate the installation and testing of systems once the Facility is available for this activity.
 - 7.5. Coordinate an initial test operational cycle at the backup facility to assure that systems and staff can function as planned at the facility and then transition back to operations at the Facility.
 8. Optional post go-live consulting and assistance – Following go-live, IXP will keep a team of managerial, operational and technology personnel available to support the Corporation and its staff during their first year of operations. Services that are typically required during this period include:

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- 8.1.1. Assistance in monitoring performance metrics and reporting.
- 8.1.2. Assistance in developing adjustments to policies, procedures, working schedules and position responsibilities to match the service level expectations of the field personnel as new ways of doing business change and adapt in the early months of consolidated operation.
- 8.1.3. Consulting and coaching for the Executive Director and the Executive Director's supervisory team as they settle into their responsibilities and new employee teams.
- 8.1.4. Consulting for the governing boards of the Corporation as they go through their initial months of overseeing the consolidated operations and adapting their policies and procedures to meet the new ways of doing business.
- 8.1.5. Assisting the Executive Director and governing boards as they develop their budget and rate models for the 2nd year of operations.

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EXHIBIT 2 Additional Services to be Provided

Reason for Change:

As of this date, the board of the North Texas Emergency Communications Center, Inc. (NTECC) has not adopted internal purchasing policies or employed staff to handle procurements for NTECC. In order to maintain the established schedule for the implementation of NTECC's systems and services in coordination with the installation of the new P25 radio system being purchased by NTECC's founding cities, it is imperative that certain IT systems be purchased in a timely manner. This PCR001 will enable IXP to act as the Program Manager for NTECC and designate IXP, subject to NTECC board approval, to act on the technology decision of the OAC and TAC to engage vendors and purchase the necessary IT Systems Equipment and services to meet the current schedule.

Contract Reference: Agreement between IXP Corporation ("IXP") and the Town of Addison, Texas, dated April 2, 2014 (the "Contract").

Description of Changes:

It has become necessary to establish an alternate vehicle to procure select IT systems and services for NTECC pending employment of its own administrative staff and adoption of procurement policies. This PCR will enable the procurement of IT Systems without causing delay to the project. As with this Contract, this PCR will be assigned to NTECC at an appropriate time.

As detailed in Section 3, Item C and Schedule A, item 4.4 of the Contract, IXP will provide the following services:

CAD/Mobile System

The NTECC Board of Directors has determined to purchase the CAD/Mobile system from SunGard. A comprehensive set of functional requirements along with a Request for Quotation (RFQ) has been submitted to SunGard by IXP on behalf of NTECC. Since the CAD/Mobile system has the longest implementation schedule, time is of the essence in procuring this system.

Budgetary Estimate: \$2,180,000.

Console Furniture and Seating

The NTECC design team has agreed on a final configuration as well as a supplier for the Console furniture. Because (i) most of the systems being deployed within the NTECC Dispatch Center are dependent on the consoles being in place and (ii) there is an approximate 8 to 10 week lead time required for manufacture and delivery of the consoles, time is of the essence in procuring these systems.

Budgetary Estimate: \$259,000

Network (WAN/LAN/Time Sync)

The initial draft of a network design has been created and will be used to engage a network design and implementation vendor to complete this portion of the project. All aspects of the NTECC Dispatch Center are dependent on the network component.

Budgetary Estimate: \$125,000

Administrative Phone System

The administrative phone system will most likely be included in the network portion of the project. However, for estimating purposes has been identified separately.

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<p>Budgetary Estimate: \$35,000</p> <p>Accessory Equipment As the deployment of systems progresses it may become necessary to procure equipment along the lines of: Workstations, Display Screens, Headsets, and other miscellaneous items. IXP will follow the established procurement process as any of these items are identified. Budgetary Estimate: \$25,000</p> <p>Procurement Process: When necessary, IXP will obtain competitive quotes. IXP will provide and summarize detailed quotes for review and approval by _____. Upon approval, IXP will prepare and submit purchase orders to the respective vendors. IXP will make payment to the vendors as detailed in the purchase order(s) and subsequently invoice the Town of Addison. No contract shall for the CAD/Mobile System or for any professional services shall be entered without approval as to form by NTECC's general counsel and approval of the NTECC Board of Directors.</p>	
<p>Price/Payment Terms: The costs for the services outlined in this PCR01 are not fixed at this point. Each procurement will be priced and approved individually by the NTECC Board of Directors. Payment terms are Net 30 days from receipt of invoice and delivery and acceptance by NTECC of all required deliverables.</p>	
<p>Ramifications: Following execution of this PCR001, the Contract will continue in full force and effect with the changes set forth herein. Additionally, NTECC will be able to continue with the build-out and implementation of the NTECC facility and systems as scheduled.</p>	
<p>For: Town of Addison, Texas</p> <p>Name: Len Dunn</p> <p>Title: City Manager</p> <p>Signature: _____</p> <p>Date:</p>	<p>For: IXP Corporation</p> <p>Name: Lawrence D. Consalvos</p> <p>Title: President and Chief Operating Officer</p> <p>Signature: _____</p> <p>Date:</p>