

INTERLOCAL COOPERATION AGREEMENT
[NEW COMMUNICATIONS CENTER PROPERTY PURCHASE]

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

“**MHA**” means the Metrocrest Hospital Authority.

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

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

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

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

“**Project**” means (i) the design and construction of the New Communications Center, (ii) the purchase and installation of all furniture, fixtures, and equipment to be acquired in furnish and equip the New Communications Center (not including any new radio system equipment), and (iii) the purchase of the Property.

“**Property**” means the western 4.298± acres out of Lot 2, Block 1, Trinity Medical Center Lots 1R1, 2, & 3, Block 1, an addition to the City of Carrollton, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 13, Plat Records, Denton County, Texas, depicted and labeled as “Lor 2R-1” on **Exhibit “A”** attached hereto and incorporated herein by reference.

“**Property Cost**” means the (i) Purchase Price of the Property, which the Parties understand and acknowledge to be \$3,100,000 as of the Effective Date, (ii) Closing Costs, and (iii) such other costs to be paid by the Cities (as the Buyers) incurred in association with the purchase of the Property as set forth in the Property Purchase Agreement or in this Agreement, which the Parties agree cumulatively will not exceed \$3,200,000.

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

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

“**Property Purchase Agreement**” means a purchase and sale agreement setting forth the terms and conditions relating to the purchase of the Property by the Cities from MHA.

II. TERM

2.01 Term. The term of this Agreement (“**Term**”) shall commence on the Effective Date and terminate on the conveyance of the Property to NTECC, subject to such terms and provisions of this Agreement that survive such termination.

2.02 Agreed Termination. This Agreement may be terminated by written agreement of all of the Parties at any time. If the Parties mutually agree to terminate this Agreement after conveyance of the Property to NTECC and take no further action with respect to development of the Project, not later than thirty (30) days following receipt of written request of the Cities, NTECC will reconvey the Property to the Cities in accordance with Section 3.02(b) and the fee simple determinable condition set forth in the deed from the Cities to NTECC as described in Section 3.02(b). Nothing herein shall prohibit NTECC, upon approval of NTECC’s board of directors, from reconveying the Property to the Cities in accordance with the fee simple determinable condition set forth in the deed without receiving a written request from the Cities for such reconveyance.

III. PURCHASE OF THE PROPERTY

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

3.02 Purchase of the Property. The Cities agree to purchase the Property and convey the Property to NTECC subject to the following:

(a) By this Agreement, the Cities hereby authorize their respective City Managers to negotiate and sign a purchase agreement with MHA to purchase the Property subject to the following:

- (1) The purchase price of the Property will not exceed \$3,100,000;
- (2) The Cities, as buyers, will pay all closing costs other than any costs incurred by MHA to release any liens on the Property, which closing costs are estimated to not exceed \$100,000.00;
- (3) The closing date will not be prior to October 15, 2024;
- (4) The Property will be conveyed to the Cities with each acquiring an undivided fee simple interest in the Property equal to the percentages of the Cities’ respective Property Cost Share;
- (5) The Cities will wire their Property Cost Share of the earnest money to the title company not later than the fifth (5th) business day after the Effective Date of the Property Purchase Agreement;

(6) The Parties and MHA shall be responsible for their respective attorneys' fees; and

(7) The Cities will wire to the title company their Property Cost Share of the purchase price and closing costs not later than one (1) business day prior to the closing date provided not later than three (3) business days prior to the closing date the City has received a final unsigned draft of the settlement statement setting forth the balance of funds remaining to be paid by the Cities at closing.

(b) Concurrently with the closing on the purchase of the Property by the Cities from MHA, pursuant to Tex. Loc. Govt. Code §253.011, the Cities will convey to their respective undivided interests to NTECC by special warranty deed (the "**Deed**") subject to a fee simple determinable condition that reads as follows:

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee does not execute a document that purports to sell, lease, or transfer all or any part of the Property or any improvements constructed upon the Property and Grantee uses the Property for a public purpose that benefits Grantors, as described below:

1. Grantee does not execute a document that purports to sell, lease, or transfer all or any part of the Property or any improvements constructed upon the Property except as otherwise authorized in writing by the Grantors;
2. The Property will be used by Grantee in carrying out a public purpose that benefits the public interest of Grantors, including specifically, but not limited to (a) communication and dispatching services between (i) the public or (ii) other federal, state, and local public safety agencies, and Grantors' police, fire, emergency medical services, and other departments in the furtherance of improved public safety and emergency response with or adjacent to Grantors' corporate limits, public safety communications and dispatching and (b) such other public purpose that benefits the public interest of Grantors as authorized in writing by Grantors; and
3. Fee title and the right to possession of the Property and all improvements constructed on the Property shall automatically revert to Grantors in the same percentage of undivided interests originally conveyed to Grantee by the respective Grantors if (i) Grantee ceases to use the Property in carrying out the above-described public purposes benefiting the interests of Grantors or (ii) Grantee's construction of improvements on the Property to be used for the above-described purposes does not commence on or before the third (3rd) anniversary of the date of this Special Warranty Deed.

(c) For sake of efficiency and coordination, the Parties agree that NTECC’s general counsel shall be designated as the primary contact to communicate with the title company, MHA, and MHA’s attorneys with respect to the preparation of documents and the coordination and performance of such acts as may be necessary to close on the purchase of the Property by the Cities; provided, however:

(1) Nothing herein shall be construed as prohibiting Cities’ respective representatives and attorneys from communicating in any manner directly with the title company, MHA, or MHA’s attorneys;

(2) All documents to be executed by the respective Cities in association with the closing shall be submitted to and approved by each City and their respective attorneys prior to execution; and

(3) In no case shall NTECC’s general counsel be deemed to be serving as legal counsel for Carrollton, Farmers Branch, or Addison.

IV. MISCELLANEOUS

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

If intended for Town of Addison:

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

With copy(ies) to:

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

If intended for City of Carrollton:

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

With copy(ies) to:

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

If intended for City of Coppell:

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

With copy(ies) to:

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

If intended for City of Farmers Branch:

With copy(ies) to:

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

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

If intended for NTECC:

With copy(ies) to:

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

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

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

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

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

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

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

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

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

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

4.10 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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

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

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

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

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

4.16 Source of Payment. Each City paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying City or from funds otherwise lawfully available to the City for use in the payment of the City's obligations pursuant to this Agreement including, but not limited to, each City's respective Property Cost Share. Each City hereby warrants and represents that, as of the Effective Date, it has either (i) identified and appropriated funds to pay its Property Cost Share and/or (ii) has taken such steps reasonably necessary to sell certificates of obligation or other debt instruments in accordance with applicable state law before October 15, 2024, to provide funds in an amount sufficient to pay such City's Property Cost Share.

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

(Signatures on Following Pages)

Addison Signature Page

SIGNED AND AGREED this _____ day of _____ 2024.

TOWN OF ADDISON

By: _____
David Gaines, City Manager

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney

Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____ 2024.

CITY OF CARROLLTON

By: _____
Erin Rinehart, City Manager

ATTEST:

Chloe Sawatzky, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

Coppell Signature Page

SIGNED AND AGREED this _____ day of _____ 2024.

CITY OF COPPELL

By: _____
Michael Land, City Manager

ATTEST:

Ashley Owens, City Secretary

APPROVED AS TO FORM:

Robert Hager, City Attorney

Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____ 2024.

CITY OF FARMERS BRANCH

By: _____
Benjamin W. Williamson, City Manager

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney

NTECC Signature Page

SIGNED AND AGREED this ____ day of _____ 2024.

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

By: _____
Benjamin W. Williamson, President

APPROVED AS TO FORM:

Kevin B. Laughlin, General Counsel

Exhibit "A" Depiction of the Property

