

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 the 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 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.

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 the NTECC’s organization, Addison, pursuant to an interlocal agreement between the Cities entitled *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.”

5. The IXP Agreement contemplates that, following the creation and establishment of the NTECC, Addison's interest in the IXP Agreement would be assigned by Addison to the NTECC at a time Addison 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 the 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 herein, 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 (being Section 4 (Records; Documents; Confidentiality), Section 5 (Insurance; Consultant's Indemnification Obligation), above, 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).

Further, notwithstanding the provisions of Sections 1 and 2 above, the parties agree that Addison shall manage, administer and process payment to IXP for its work and services in accordance with and as set forth in the IXP Agreement until such time as the parties shall agree that the management, administration, and processing of payments to IXP under the IXP Agreement shall be transferred to the NTECC. Such agreement between the parties may be reflected by a letter agreement of the parties executed by the Addison City Manager of Addison and by the NTECC Executive Director.

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.

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: \_\_\_\_\_

**EXHIBIT 1**

*[attach copy of IXP Agreement]*

**EXHIBIT 2**

*[attach copy of IXP]*