

STATE OF TEXAS

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COUNTY OF DENTON

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INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into on the ____ day of _____, 2025, by and between the CITY OF DENTON, TEXAS, a Texas Municipal Corporation (hereinafter the "CITY") and DENTON COUNTY, TEXAS (hereinafter the "COUNTY"), each organized and existing under the laws of the State of Texas, acting by and through and under the authority of their respective governing bodies and officials; and

WHEREAS, both parties are local governmental entities organized under the laws of the State of Texas, and both of whom have the authority to perform the services set forth in this Agreement individually, and who mutually desire to enter into an interlocal cooperation agreement for the purposes herein stated, as provided for in Chapter 791 of the Texas Government Code, in order to maximize the benefits to the citizens of the CITY and of the COUNTY to be derived from each taxpayer dollar expended; and

WHEREAS, both parties have heretofore constructed a fiber optic system that is operated by each in order to provide a dependable, secure, and cost-effective communications path for the Departments of both the City and the County; and

WHEREAS, both parties desire to pool their respective resources, resulting in cost savings, and to avoid unnecessary expenses; and

WHEREAS, both parties are willing to exchange excess dark fiber optic system capacity, utilizing that fiber optic cable provided by and installed by both parties as provided in this Agreement; and

WHEREAS, both parties agree that they exchange similar amounts of dark fiber and will not charge the other party the fees and rates for use of the dark fiber, subject to the terms of this Agreement; and

WHEREAS, both parties heretofore entered into Interlocal Cooperation Agreements, approved by Denton City Ordinance No. 2005-0220, 2007-0195, 2016-036, and 20-2129 and which was approved by the County; and which the most recent agreement became effective as of October 21, 2025; wherein the City and County shared dark fiber excess capacity with each other for a defined term of years; and such earlier agreements have either expired or been mutually terminated; and

WHEREAS both parties desire to mutually terminate the prior agreement and to replace the same in its entirety with this Agreement; and

WHEREAS, the Interlocal Cooperation Act, in Chapter 791 of the Texas Government Code, authorizes the City and County to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented by this collective, cooperative undertaking; and

NOW THEREFORE, both parties, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, in accordance with §791.011(d)(1) of the Texas Government Code, do hereby AGREE as follows:

ARTICLE I
INCORPORATION OF PREAMBLES

The preamble to this Agreement is wholly incorporated into this Agreement, and the recitations contained therein are found and determined to be true and correct.

ARTICLE II
SCOPE OF AGREEMENT

- A. Both parties intend to provide access to the dark fiber optic cable owned by each party to the other party in accordance with the terms of this Agreement and as provided in Exhibit A attached hereto and incorporated herein for all purposes. Both entities will be able to exchange as much fiber as they feel appropriate.

- B. Any construction costs above and beyond what currently exists today will be provided by the requestor. If one party requests an additional dark fiber run to access a new facility and there are construction or construction-related costs to doing such then the requestor will be responsible for said costs. The construction costs owed to the City from the County under this agreement, in the amount of \$60,000, are for the City to provide the County with fiber connectivity to Denton County Civil Courthouse located at 3001 Colorado Blvd, Denton, TX 76210. Any unused funds will be refunded to the county. Both parties agree that any payment required or allowed hereunder will be paid with funds available from current revenues.

- C. The exact point of demarcation or placement of the patch panel at each of the location sites shall be mutually determined by both parties.

- D. Both parties shall furnish, at their own cost and expense, unless otherwise provided herein, all labor, services, and materials necessary for the installation and connection of their electronics equipment to the patch panel at the point of demarcation at each of the sites.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall be effective as of October 1, 2025 (“Effective Date”) and shall continue in force and effect for a term of five (5) years from the Effective Date. If any facility not listed in Article II is added during the term of this Agreement, it is expressly understood that the term of this Agreement shall apply.

ARTICLE IV
TERMINATION OF AGREEMENT

- A. Unless otherwise provided in this Agreement, both parties agree that neither may terminate this Agreement during the term thereof unless it is determined by either that the exchange of dark fiber by either is prohibited by law. Both parties mutually understand that if any change of law provides that the exchange of excess dark fiber optic facilities to each other becomes illegal or unlawful, that either party has the right to immediately cancel the remaining term of this Agreement and disconnect its fiber pair facilities from the other’s equipment.
- B. Either party hereto may terminate this Agreement for cause by reason of the other party's material breach or default in the performance of this Agreement. The party seeking to terminate this Agreement under this provision shall provide the defaulting party written notice, specifically identifying the breach or default complained of, which notice shall provide the defaulting party a period of not less than thirty (30) days from the date of receipt of such notice in which to cure such breach or default. In the event such breach or default is not fully cured within the time period specified, then the party seeking to terminate this Agreement shall provide the defaulting party with further written notice expressly specifying that this Agreement will be terminated if the breach or default is not wholly cured within not less than ten (10) days after the receipt of the further written notice by the alleged defaulting party. In the event that the defaulting party fails to cure the breach or default complained of, within the time specified, then this Agreement shall be terminated, and the party terminating this Agreement may seek appropriate legal relief.
- C. At the time of expiration or termination of this Agreement, both parties may choose to extend or modify the relationship between both parties regarding the fiber pair.

ARTICLE V
CONSIDERATION TO BE PAID

- A. Both parties, beginning on the Effective Date of this Agreement, as identified in this Agreement, will exchange similar amounts of dark fiber for the term of this Agreement, so long as this Agreement is in force and effect. If additional facilities are added to this

Agreement, the additional monthly payment shall be agreed to at that time and approved by both parties by amending this Agreement.

- B. Additional dark fiber requests will be considered on a case-by-case basis. Extending dark fiber outside the City or County may not be in either's best interest. Both parties stipulate and understand that they have the right to deny adding additional dark fiber paths for the other.
- C. Both parties may, after the expiration of the first year of the term of this Agreement, and upon thirty days further advance written notice, elect to disconnect a facility's dark fiber connection. The non-disconnecting party will allow connections of new facilities or adding additional pairs to a facility in place of the disconnected facility. Any construction costs for the new facility (location) will be paid for by the requester of said fiber connection. It is understood that there will be no fee for disconnecting a facility. The facility removed shall count against the fiber being exchanged until such time as the new replacement facility has been added under this Agreement. If the disconnecting party elects not to establish a fiber pair connection to a new facility, then the amount of dark fiber allowed to be used by both parties will not be reduced, and the non-disconnecting party will not incur costs because of the unequal share of dark fiber being used until the term of the Agreement has expired.
- D. It is agreed and understood that the option of one party regarding the termination of its facility, and its replacement by a new facility, contained in Section V.C hereinabove, may only be exercised five (5) times during the term of this Agreement.
- E. Neither party requires the other party to pay any security deposit with respect to this Agreement.

ARTICLE VI

COMPLETION OF CONNECTION/FIBER PAIR

Both parties may inspect the workmanship of any installation during the course of this Agreement. Initial inspection of new facilities is needed to ensure compliance with levels that are acceptable to both parties.

ARTICLE VII

ACCEPTANCE OF THE CONNECTIONS

Testing and test data will be done to provide satisfactory performance prior to the utilization of said fiber connections. Satisfactory performance will be agreed to and accepted by both parties. Test results will be made available if requested. Fiber will be single-mode fiber and should support both wavelengths at 1310 and 1550 nanometers. Both parties reserve the right to test the fiber to ensure that it conforms to their standards. A hard copy of the final document, consisting of a complete set of end-to-end power attenuation and Optical Time

Domain Reflector (“OTDR”) readings for each single-mode fiber end at 1310 and 1550 nanometers, will be provided with the actual cable route and total footage for each fiber segment if requested.

ARTICLE VIII

USE OF PROPRIETARY INFORMATION

All data exchanged between both parties in connection with this Agreement or in utilization of the fiber pair, which is identified as proprietary information, shall be safeguarded. If, however, such data is publicly made available under the Public Information Act (Chapter 552 of the Texas Government Code) or other applicable laws, is already in either party's possession or known to either party or was rightfully obtained by either party from third parties, neither party shall bear any responsibility for its disclosure of such information, inadvertent or otherwise.

Both parties acknowledge that certain data is peculiar to them and which contains personally identifiable information. Both parties agree that in the event that such data comes into either's possession that both shall not disclose to any individual or entity any personally identifiable information of both parties, unless they are required to disclose this information as a result of an order issued by a Court of competent jurisdiction.

ARTICLE IX

OWNERSHIP AND CONTROL OF PROPERTY

- A. Each party shall own and maintain all fiber optic cables that terminate at the points of demarcation at each site.
- B. Each party shall own and maintain all electronic equipment located at their respective sites.
- C. Both parties shall have the right to utilize the dark fiber optic cables comprising the fiber pair, so long as this Agreement is in force and effect. Both parties agree that they will not sell, lease, alienate, or otherwise assign bandwidth to any other party. The parties further agree that its use of the fiber pair will be consistent with that of a private-line service user, and that both parties shall not offer access to the fiber pair to the public, and they shall take reasonable actions to establish procedures and protocols to assure that only authorized personnel access the fiber pair.

ARTICLE X

RESPONSIBILITY FOR MAINTENANCE

Both parties shall be solely responsible to determine the location of any problem within the electronics network and to remedy such problem at their cost and expense. In the event that a problem arises solely within the fiber optic cable or connections at any patch

panels, one party shall promptly notify the other and it shall be resolved in a timely and cost-efficient manner. Each party is responsible at its own expense for maintenance, repairs, and locates for fiber optic cables and connections that the party owns.

ARTICLE XI
MAINTENANCE OF FIBER OPTIC CABLE

In the event either party determines that it is necessary to perform maintenance on the fiber optic cable or connection, then the other party should be notified in advance. Every effort to minimize said outage should be exercised.

ARTICLE XII
DISASTER RECOVERY

In the event of a disconnection of the fiber pair due to a natural disaster, such as a tornado, flood, or other catastrophic event, both parties will work to re-establish connections to the other at the earliest reasonable opportunity, considering, that the safety and welfare of the citizens of the City and County shall be an utmost priority in determination of restoration of service.

ARTICLE XIII
HOLD HARMLESS

To the extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation as to liability, both parties agree to and shall hold harmless each other, its officials, officers, agents, employees, or attorneys from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, or for damages to any property; real, personal, or intellectual, arising out of or in connection with the use, but not the installation or maintenance, of the fiber pair, the subject of this Agreement, where the injury or death or damage is caused by the negligence of either party, its officials, officers, agents, employees, or attorneys.

ARTICLE XIV
MEDIATION AND ALTERNATE DISPUTE RESOLUTION

The parties hereto may agree to settle any disputes under this Agreement by submitting their dispute to mediation or other means of alternate dispute resolution. No mediation or other alternate dispute resolution arising out of or relating to this Agreement involving one party's disagreement may include the other party to the disagreement without the other's written approval.

ARTICLE XV
ASSIGNABILITY

Neither party may assign this Agreement except to another Texas governmental entity, and only with prior written consent of the other party, which consent shall not be unreasonably withheld.

ARTICLE XVI
NOTICE

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; or by facsimile transmission actually received, to:

CITY: Chief of Staff
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201
Fax: (940) 349-8596
Kristi.Fogle@cityofdenton.com

and

Tech Services
IT Communications Manager
901-C Texas Street
Denton, Texas 76209
tsfiber@cityofdenton.com

COUNTY: County Judge
Denton County, Texas
1 Courthouse Dr
Denton, Texas 76208
Email: countyjudge@dentoncounty.gov

Chief Information Officer
Denton County Technology Services
701 Kimberly Drive, Suite 285
Denton, Texas 76208
Email: cio@dentoncounty.gov

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE XVII
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

ARTICLE XVIII
SAVINGS

If any one or more of the provisions hereof concerning the subject matter of this Agreement should be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable in any respect, the parties agree to make a good faith effort to renegotiate another agreed provision to fulfill the purpose and intent of the present Agreement.

ARTICLE XIX
GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Denton County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas.

ARTICLE XX
MUTUAL TERMINATION OF PRIOR INTERLOCAL COOPERATION AGREEMENT

The Interlocal Cooperation Agreement referenced in Denton City Ordinance No. 20-2129 is hereby mutually terminated, is of no further force or effect, and all obligations of the parties under this Agreement, including payment of the monies, have been either satisfied or performed.

ARTICLE XXI
ENTIRE AGREEMENT

This Agreement, including all exhibits attached thereto, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated after the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE XXII
WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain always in full force and effect.

ARTICLE XXIII
CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS WHEREOF, the City of Denton, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered City Manager; and Denton County, Texas has caused this Interlocal Cooperation Agreement to be executed by its duly-authorized and empowered County Judge.

“CITY”

CITY OF DENTON, TEXAS

By: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
CITY ATTORNEY

By: _____

“COUNTY”

DENTON COUNTY, TEXAS

By: _____
ANDY EADS, COUNTY JUDGE

ATTEST:
COUNTY CLERK

By: _____

APPROVED AS TO LEGAL FORM:
DISTRICT ATTORNEY

By: _____
Assistant District Attorney

Exhibit A
Technology Services City of Denton Dark Fiber Optic Communications
Denton County
Per Facility Monthly Charges
Denton County Agreement 2025-2030

Table 1 provides Denton County planned or existing locations

Source	Destination	Distance (Miles)	Pairs	Total Mileage (Miles x Pairs)
Denton County Courts Building 1450 E McKinney St	Denton County Technology 701 Kimberly Dr	3.6	3	10.8
Historical Park Selby House 317 W Mulberry St	Denton County Technology 701 Kimberly Dr	6.1	1	6.1
Denton County Courthouse-On-The-Square 110 W Hickory St	Denton County Technology 701 Kimberly Dr	6.2	1	6.2
Denton County Civil Courthouse 3001 Colorado Blvd	Denton County Technology 701 Kimberly Dr	6.45	3	19.35

Total dark fiber distance 42.45

Table 2 provides City locations planned or existing locations

Source	Destination	Distance (Miles)	Pairs	Total Mileage (Miles x Pairs)
Denton County Courts Building 1450 E McKinney St	Lewisville Denco 9-1-1	16.5	1	16.5
Precinct #3 Government Center	Lewisville Denco 9-1-1	.15	24	0*
Denton County Courts Building 1450 E McKinney St	Sheriff's Office Tower 127 N Woodrow Ln	.25	1	0.25
Denton County Courts Building 1450 E McKinney St	East of S Lake Dallas Dr. in Lake Dallas, Along DCTA Rail Line Handhole 33.116027, -97.026969	10.5	3	31.5

Total dark fiber distance 48.25 miles

***The total mileage is zeroed out since the City of Denton provided the fiber and turned it over to Denton County.**