

**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF ADDISON, THE CITY OF CARROLLTON, THE CITY OF FARMERS BRANCH, AND NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. (“NTECC”) RELATING TO THE CONSTRUCTION AND DESIGN OF THE NEW NTECC CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER PURSUANT TO THAT CERTAIN INTERLOCAL COOPERATION AGREEMENT [NEW COMMUNICATIONS CENTER-PROPERTY PURCHASE] AGREEMENT EFFECTIVE OCTOBER 28, 2024, “PROJECT PROPERTY ILA”; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE CITY MANAGER; AUTHORIZING ADDITIONAL ACTS TO CARRY OUT THE CITY’S OBLIGATIONS UNDER THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**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”); 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 Cities ratified and affirmed the actions of NTECC in entering into and incurring costs pursuant to contracts with Parkhill, Smith & Cooper, Inc., Gallagher Construction Company, LLP., Terracon Consultants, Inc., and Thos. S. Byrne Inc. d/b/a Byrne Construction Services in furtherance of the Project; and

**WHEREAS**, the Cities acknowledge and agree that the Project is an Approved Project pursuant to Section 1.08 of the NTECC Bylaws; and

**WHEREAS**, NTECC agrees to proceed with the negotiation and execution of such agreements and other documents necessary for the development of the Project (the “**Project Contracts**”). The Cities shall not be a party to, nor shall NTECC represent to any third party that the Cities are a party to, any of the Project Contracts. The Cities understand and acknowledge that

NTECC would not have signed any of the Project Contracts but for the agreements to pay their respective portions of the Project Shares pursuant to this Agreement. The Parties understand, acknowledge, and agree that the Project Contracts do not include the Property Purchase Agreement.  
(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”); and

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

**WHEREAS**, NTECC desires to enter into an *Interlocal Cooperation Agreement – New Communications Center Design and Construction* (“Agreement”) with the Cities for the purpose of (i) acknowledging and agreeing that the Project is an Approved Project pursuant to the NTECC Bylaws and (ii) setting forth the terms and conditions by which the Parties agree to develop and provide funding for the Project; and

**WHEREAS**, the City Council of the City of Coppell, Texas, finds it to be in the public interest to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COPPELL, TEXAS, THAT:**

**SECTION 1.** The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

**SECTION 2.** The City Manager is hereby authorized to negotiate and sign the Agreement with Addison, Carrollton, Farmers Branch, and NTECC for the purpose of setting forth the rights and obligations of the Cities and NTECC relative to the construction and design for Project, including payment of the City’s share to fund such construction and design, and to take such steps that are reasonable and necessary to comply with the intent of this Resolution and the Agreement.

**SECTION 3.** The City Manager is further authorized to take such actions as reasonable and necessary to carry out the City’s obligations pursuant to the Agreement described in Section 2, above, including, but not limited to, (a) paying the City’s share for construction and design for the Project as set forth in the Agreement from available funds in the City’s approved budget.

**SECTION 4.** This Resolution shall become effective immediately upon approval.

**DULY ORDERED** by the City Council of the City of Coppell, Texas, the \_\_\_\_ day of \_\_\_\_\_ 2025.

**CITY OF COPPELL, TEXAS**

**APPROVED:**

\_\_\_\_\_  
Wes Mays, Mayor

**ATTEST:**

\_\_\_\_\_  
Ashley Owens, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney