

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF ADDISON, THE CITY OF CARROLTON, THE CITY OF FARMERS BRANCH, AND NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. (“NTECC”) RELATING TO FUNDING OF A NEW NTECC CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER; 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;

**WHEREAS**, pursuant to the authority granted by that certain *Interlocal Agreement Regarding Consolidated Dispatch Center Lease* among the Cities 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 they 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 Center by leasing additional space from CyrusOne, LLC, NTECC has determined it is in its best interest to construct and own a new communications center (“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**, NTECC desire to enter into an *Interlocal Cooperation Agreement – New Communications Center* (“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 Cities agree to develop and provide funding for the Project; and

**WHEREAS**, the City Manager recommends that that the City of Coppell enter into the Agreement with the other Cities 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 Project, including payment of the City’s 11% share of Project funding, 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, paying the City’s share for costs of 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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
COPPELL, TEXAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

**APPROVED:**

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WES MAYS, MAYOR

**ATTEST:**

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ASHLEY OWENS, CITY SECRETARY

**APPROVED AS TO FORM:**

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ROBERT E. HAGER