



RESOLUTION NO. 2019-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING THE FIRST AMENDMENT TO CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND DISPATCH OPERATIONS AGREEMENT WITH THE CITY OF CARROLLTON, THE TOWN OF ADDISON, THE CITY OF COPPELL, AND NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. ("NTECC") RELATING TO OPERATIONS AND FUNDING OF THE 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, effective on January 1, 2015, the City of Carrollton ("Carrollton"), Town of Addison ("Addison"), City of Coppel ("Coppel") and the City of Farmers Branch ("Farmers Branch")(collectively, "the Cities") and the North Texas Emergency Communications Center, Inc. ("NTECC") entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* ("the Agreement") setting forth the terms and conditions pursuant to which NTECC owns, manages, operates, and maintains the Facilities (as defined in the Agreement) for the benefit of the Cities, provide Public Safety Communications Services, and provide Radio System Services to the Cities, in consideration of the Cities' obligation to pay for same; and

WHEREAS, Section 4.02 of the Agreement provides for the allocation of the Cities' shares for funding NTECC's Annual Expense Budget and the periodic adjustment of that allocation; and

WHEREAS, unanticipated delays in the date on which NTECC's operations commenced has resulted in a conflict in the literal reading of Section 4.02 of the Agreement and the Parties' original intent relating to the operation of the language in Section 4.02 with respect to the periodic adjustment of the cost allocation amongst the Cities; and

WHEREAS, NTECC's board of directors, consisting of the Cities' city managers, has requested that Section 4.02 of the Agreement be amended to reflect the Cities' original intent; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to approve such amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City the *First Amendment to Consolidated Public Safety Communications and Dispatch Operations Agreement* with the Town of Addison, City of Carrollton, City of Coppel, and North Texas Emergency Communications Center, Inc., containing substantially the terms and provisions attached hereto as

Exhibit “A” and incorporated herein by reference and to take such steps that are reasonable and necessary to comply with the intent of this resolution and said agreement.

SECTION 2. This resolution shall become effective immediately upon approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS
BRANCH, TEXAS, THIS 8th DAY OF JANUARY 2019.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Robert C. Dye, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:12/14/18:104936)

**FIRST AMENDMENT TO
CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND
DISPATCH OPERATIONS AGREEMENT**

THIS FIRST AMENDMENT TO CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND DISPATCH OPERATIONS AGREEMENT ("First Amendment") is dated and entered into as of the Effective Date by and among the **TOWN OF ADDISON, TEXAS**, ("Addison"), the **CITY OF CARROLLTON, TEXAS** ("Carrollton"), the **CITY OF COPPELL, TEXAS** ("Coppell"), and the **CITY OF FARMERS BRANCH, TEXAS**, ("Farmers Branch"), all of whom are Texas home rule municipalities operating under the authority of their respective governing bodies (Addison, Carrollton, Coppell, and Farmers Branch, are hereinafter sometimes referred to collectively as "the Cities"), and the **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.** ("NTECC"), a Texas non-profit local government corporation created pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended and Chapter 394, Texas Local Government, as amended. The Cities and NTECC are hereafter collectively referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, effective on January 1, 2015, the Parties entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* ("the Agreement") setting forth the terms and conditions pursuant to which NTECC owns, manages, operates, and maintains the Facilities (as defined in the Agreement) for the benefit of the Cities, provides Public Safety Communications Services, and provides Radio System Services to the Cities, in consideration of the Cities' obligations to pay for same; and

WHEREAS, Section 4.02 of the Agreement provides for the allocation of the Cities' shares for funding NTECC's Annual Expense Budget and the periodic adjustment of that allocation; and

WHEREAS, unanticipated delays in the date on which NTECC's operations commenced has resulted in a conflict in the literal reading of Section 4.02 of the Agreement and the Parties' original intent relating to the operation of the language in Section 4.02 with respect to the periodic adjustment of the cost allocation amongst the Cities; and

WHEREAS, the Parties desire to amend Section 4.02 of the Agreement to reflect the Parties' original intent.

NOW, THEREFORE, the Parties agree as follow:

1. Section 4.02 of the Agreement is amended to read in its entirety as follows:

4.02 Cities' Share of Annual Expense Budget. For providing Public Safety Communications Services to the Cities by NTECC under this Agreement, each City agrees to pay NTECC an amount equal to a portion of NTECC's Annual Expense Budget determined as follows:

Exhibit “A” to Resolution No. 2019-_____

(a) **Years 0 through 4:** For the period commencing on April 1, 2014 (notwithstanding that such date precedes the Effective Date of this Agreement), and ending on the last day of the fourth (4th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities, the Cities’ agree to pay NTECC an amount equal to the following percentages of NTECC’s Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges):

(1)	Addison:	19%
(2)	Carrollton:	36%
(3)	Coppell:	21%
(4)	Farmers Branch:	24%

(b) **Years 5 and After:** Commencing with the fifth (5th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities and for each Fiscal Year thereafter, the Cities’ share of the percentage of NTECC’s Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges) shall be adjusted based on the percentage of each City’s Workflow during the three (3) most recent calendar years in relation to the total Workflow for all of the Cities for the same three (3) calendar years. By way of example, for the Fiscal Year beginning October 1, 2020, the percentage share of the Annual Expense Budget for the City of “A” (excluding the Radio System Service Charges and the Denco PSAP Charges) will be City A’s Workflow for calendar years 2017, 2018 and 2019 divided by the total Workflow for all of the Cities for calendar years 2017, 2018, and 2019.

2. The defined words and phrases set forth in this First Amendment shall have the same meanings as set forth in the Agreement.
3. Except as amended by this First Amendment, the Parties acknowledge and agree the Agreement remains in full force and effect.
4. This First Amendment shall be effective and enforceable on the date it is signed by authorized representatives of all of the Parties (“Effective Date”).

(Signatures on following pages)

Exhibit “A” to Resolution No. 2019-____

Town of Addison Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

TOWN OF ADDISON

By: _____
Wesley Pierson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda McDonald, City Attorney

Exhibit “A” to Resolution No. 2019-_____

City of Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF CARROLLTON

By: _____
Erin Rinehart, City Manager

ATTEST:

Laurie Garber, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

Exhibit “A” to Resolution No. 2019-____

City of Coppell Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF COPPELL

By: _____
Michael Land, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit “A” to Resolution No. 2019-_____

City of Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF FARMERS BRANCH

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

Exhibit “A” to Resolution No. 2019-_____

NTECC Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

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

By: _____
Terry Goswick, Executive Director

APPROVED AS TO FORM:

Kevin B. Laughlin, General Counsel