



***** NOTICE OF MEETING *****

**BOARD OF DIRECTORS OF THE
NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.**

**THURSDAY, MAY 1, 2014
10:00 A.M.**

**FARMERS BRANCH CITY HALL, 2ND FLOOR
13000 WILLIAM DODSON PARKWAY
FARMERS BRANCH, TEXAS 75234**

CITY COUNCIL STUDY SESSION ROOM

AGENDA

1. Call to Order.
2. Consider Resolution No. 2014-001 Adopting the Bylaws of the North Texas Emergency North Texas Emergency Communications Center, Inc.
3. Consider Resolution No. 2014-002 Electing the Officers of the North Texas Emergency Communications Center, Inc.
4. Consider Resolution No. 2014-003 Establishing Times and Location for Regular Meetings and Annual Meeting of the Board of Directors and Official Location for Posting of Notices of Meetings Pursuant to the Texas Open Meetings Act.
5. Consider Resolution No. 2014-004 Authorizing an Interlocal Agreement with the Town of Addison, the City of Carrollton, the City of Coppell, and the City of Farmers Branch Relating to the Payment of Rent and Other Obligations in Lease Agreement with CyrusOne, LLC.
6. Consider Resolution No. 2014-005 Approving the Signing of a Lease Agreement with CyrusOne, LLC for Lease of Approximately 11,800 Square Feet in the Building Located at 1649 West Frankford Lane, Carrollton, Texas.
7. Consider Appointment of Interim Executive Director for the Corporation.
8. Consider Appointment of General Counsel for the Corporation.

9. Consider Authorizing the Filing of an Application for an Assumed Name for the Corporation.
10. Discuss Executive Director Recruitment and Selection Process.
11. Discuss Radio System Console Issue and Other Radio System Issues Related to Consolidated Communications
12. Discussion of Human Resource Policies, Pay, and Benefit Recommendations.
13. Discuss Upcoming Meeting Dates and Possible Additional Meetings.
14. Adjourn

The Board reserves the right to go into closed executive session at any time during the meeting pursuant to the Texas Government Code §551.071(2) to seek confidential legal advice from the Corporation’s attorneys regarding any agenda item listed hereon.

CERTIFICATE - I certify that the above agenda giving notice of meeting was posted on the bulletin board at the City Hall of _____, Texas on the _____ of _____ at _____.

City Secretary

This building is wheelchair accessible. Access to the building and special parking are available at the main entrance facing William Dodson Parkway. For accommodations or sign interpretive services, please contact the Farmers Branch City Secretary’s Office at least 72 hours in advance at 972-919-2503.



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center, Inc. Board of Directors

FROM: Kevin B. Laughlin, NJDHS

AGENDA ITEM #2 – Consider Resolution No. 2014-001 Adopting the Bylaws of the North Texas Emergency North Texas Emergency Communications Center, Inc.

BACKGROUND:

As part of the process for organizing the North Texas Emergency Communications Center, Inc. (“the Corporation” or “NTECC”) as a local government corporation, the City Councils of the Town of Addison, the City of Carrollton, the City of Coppel, and the City of Farmers Branch (“the Cities”) approved by resolutions adopted by the respective Cities the form of the Certificate of Formation (“Certificate”) and the Bylaws (“Bylaws”) for the Corporation. The approved Certificate was filed with the Texas Secretary of State and, on March 27, 2014, a Certificate of Incorporation was issued officially creating the Corporation as a Texas non-profit local government corporation.

DISCUSSION:

The Certificate provides for adoption of the Bylaws by the Board of Directors of the Corporation to set forth the procedures for operating and managing the Corporation by the Officers and Directors of the Corporation. Adoption of corporate bylaws is usually one of the first acts taken by a board of directors of a new corporation.

RECOMMENDATION:

Approve Resolution No. 2014-001.

ATTACHMENTS:

Draft of Resolution No. 2014-001, including the proposed Bylaws attached as Exhibit “A” to the resolution.

RESOLUTION 2014-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC., ADOPTING THE BYLAWS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Articles of Incorporation (“the Articles”) of the North Texas Emergency Communications Center, Inc. (“the Corporation” or “NTECC”) have been filed with the Texas Secretary of State, and a Certificate of Incorporation was issued effective March 27, 2014; and

WHEREAS, the Articles authorize the Board of Directors to adopt By-laws relating to the operation and management of the Corporation; and

WHEREAS, the City Councils of the Town of Addison, City of Carrollton, City of Coppell, and City of Farmers Branch, have each previously approved as to form by duly enacted resolutions the proposed Bylaws for the Corporation as set forth in Exhibit “A” (“the Bylaws”) attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Directors of the Corporation have reviewed the Bylaws and find it to be in the best interest of the Corporation to adopt the Bylaws;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC., THAT:

SECTION 1. The Bylaws of the North Texas Emergency Communications Center, Inc. attached hereto as Exhibit “A” shall be and the same are hereby adopted as the Bylaws of the Corporation.

SECTION 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. THE 1ST DAY OF MAY, 2014.

APPROVED:

President

ATTEST:

Secretary

EXHIBIT "A" TO RESOLUTION 2014-001

**BYLAWS OF THE
NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.**

A Texas Non-Profit Local Government Corporation created by and on behalf of the Town of Addison, City of Carrollton, City of Coppell, and City of Farmers Branch, Texas

**ARTICLE I
Corporate Purpose and Authority**

1.01 *Purpose.* The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the Town of Addison, the City of Carrollton, Texas, Texas, the City of Coppell, Texas, and the City of Farmers Branch, Texas (collectively "the Cities" and each a "City") in the performance of their governmental functions to promote the common good and general welfare of the Cities, without limitation, financing, constructing, owning, managing and operating a regional public safety communications center (the "Facility") on behalf of the Cities. Subject to applicable state law and any contractual obligations of a City or the Corporation, a City or the Cities may discontinue participation in the activities of the Corporation, or a non-participating unit of local government, business, or individuals may join in the activities of the Corporation, under procedures established in these Bylaws of the Corporation (the "Bylaws"). The Corporation, with the prior written consent of the Cities or as may be provided by the Bylaws, shall have the following powers to carry out the purposes of the Corporation, by and through its Directors:

- A. appoint an Executive Director and employ persons to carry out the purposes of the Corporation;
- B. issue debt or enter into and administer other contractual obligations to carry out the purposes of the Corporation;
- C. own, lease, maintain and dispose of real and personal property; and
- D. contract with other cities, political subdivisions, units of governments, and other persons and non-governmental entities.

1.02 *Local Government Corporation.* The Corporation is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the Cities and to engage in activities in the furtherance of the purposes for its creation.

1.03 *Non-Profit Corporation.* The Corporation shall have and exercise all of the rights, powers, privileges, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Nonprofit Corporation Law (Tex. Bus. Org. Code, Chapters 20 and 21 and the provisions of Title I thereof to the extent applicable to non-profit corporations, as amended) or their successor.

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1.04 *Powers of Non-Profit Corporation.* The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the prior written consent of each of the Cities or as otherwise allowed by these Bylaws.

1.05 *Governmental Entity for Immunity.* The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for all purposes, including for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

1.06 *City Consent.* References herein to the consent or written consent of a City shall refer to an ordinance, resolution or order of the governing body of the City.

1.07 *Other Units of Government.* The Corporation may contract with a non-member unit of government to provide services on behalf of such non-member unit of government.

1.08 *Approved Projects.* The Corporation, by and through its Board of Directors, may approve capital improvements, services, or other projects consistent with the purposes of the Corporation to assist the Cities in the performance of their governmental functions (each an "Approved Project"). Each City shall have the right to elect not to participate in any Approved Project and such City shall not be responsible for funding such Approved Project through any required contribution agreement.

ARTICLE II Board of Directors

2.01 *Powers Vested in Board.* All powers of the Corporation shall be vested in a Board of Directors consisting of four (4) members (the "Board") subject to the oversight of the Cities and as otherwise provided in these Bylaws. The qualification, selection, terms, removal, replacement, and resignation of the members of the Board of Directors of the Corporation ("Director" or "Directors") shall be governed by Article VI of the Certificate of Formation ("Certificate").

2.02 *Initial Board and Transition.* The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII of the Certificate. To provide for terms which end at the end of a calendar month, each initial Director named in Article VIII of the Certificate shall serve for the term prescribed therein. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation. Upon the expiration of the terms of office of the

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initial Directors, the subsequent Directors shall be appointed for a three (3) year term, or until his or her successor is appointed by the entity authorized to appoint the Director; provided, however, upon the death, resignation or removal of a Director, the entity responsible for that Director's appointment shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director.

2.03 *Governing Documents.* All other matters pertaining to the internal affairs of the Corporation shall be governed by these Bylaws, so long as these Bylaws are not inconsistent with the Certificate, and such other documents agreed to by the Cities and as the same may be amended from time to time, or the laws of the State of Texas.

2.04 *Voting Rights.* All Directors shall have full and equal voting rights. All references herein to an act, resolution or vote of the Directors shall refer to a vote of the Directors entitled to vote on the matter as provided herein.

2.05 *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Dallas County, Texas, as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas. The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Chapter 551, Texas Government Code (the "Open Meetings Act"); provided that the notice of each meeting of the Board shall be posted on the official bulletin board designated by the Cities for the posting of meetings of the Cities' respective City Councils. The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Public Information Act").

2.06 *Annual Meetings.* The annual meeting of the Board shall be held at the time and at the location in Dallas County, Texas, designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

2.07 *Regular Meetings.* Regular meetings of the Board shall be held at least quarterly at such times and places as shall be designated, from time to time, by resolution of the Board.

2.08 *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the President of the Board or the Secretary of the Board or by any two (2) of the Directors who are serving duly appointed terms of office at the time the meeting is called. A majority of the Board must be present for any special called or emergency meeting. The Secretary shall give notice of each special meeting in person, by telephone, facsimile, mail or email at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required under the Open Meetings Act. An emergency meeting may only be held when there is an emergency or an urgent public necessity exists and immediate action is required of the Board because of an imminent threat to public health and safety, or a reasonably unforeseeable situation. The agenda notice of the emergency meeting must be posted at least two (2) hours before the meeting and clearly identify the emergency or urgent public necessity.

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The President, or the Board member who calls an emergency meeting must notify by telephone, facsimile transmission, or electronic mail not later than one hour before the meeting those members of the news media that have previously filed at the Corporation a request containing all pertinent information for the special notice and has agreed to reimburse the Board for the cost of providing the special notice. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting to the same extent as they may be considered and acted upon in a regular meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act.

2.09 *Quorum.* A majority of the entire Board (three (3) Directors) shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, those present may adjourn the meeting. The vote of a majority of the entire membership of the Board in favor of a motion, resolution, or other act shall be required to constitute the act of the Board, unless the vote of a greater number of Directors is required by law, by the Certificate of Formation, or by these Bylaws.

2.10 *Assent Presumed Without Express Abstention or Dissent.* A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless such person's dissent or abstention shall be entered in the minutes of the meeting or unless such person shall file written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

2.11 *Conduct of Business.* At the meetings of the Board, matters pertaining to the purpose of the Corporation shall be considered in such order as the Board may from time to time determine. At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall preside. The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

2.12 *Executive Committee, Other Committees.* The Board may, by resolution passed by a majority of the entire Board, designate two (2) or more Directors to constitute an executive committee or other type of committee. In addition, the Board may appoint members of Corporation staff and citizens and/or employees of the Cities to be members of a committee, except for an Audit, Compensation or Governance Committee, which committees may only be composed of Directors.

2.13 *Power of Committees.* Except to the extent provided in the authorizing resolution for the committee and the Board-approved committee charter, a committee may not exercise the authority of the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings, shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

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2.14 *Compensation of Directors.* Directors, as such, shall receive no salary or compensation for their services as Directors; provided, however, Directors may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation’s purposes.

2.15 *Operations Advisory Committee.*

(a) Creation and Membership. The Operations Advisory Committee (“OAC”) is created to serve in an advisory capacity to the Board of Directors. The OAC shall be composed of the chief or his/her designee from each police department and fire department of each City. In addition, the Executive Director shall be an ex-officio non-voting member of the OAC with the right to receive notice of, attend, and participate in discussions and deliberations of all meetings of the OAC.

(b) Committee Representatives. People serving on the OAC are referred to as Representatives and shall serve without compensation from the Corporation.

(c) Alternates. Representatives to the OAC may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies.

(d) Powers. The OAC shall meet for the purpose of promoting interdisciplinary and interagency collaboration and cooperation, information sharing, development and recommend to the Board for approval Corporation operational policies and practices relating to the use of the Facility for public safety communications, and such other matters as the Board may direct. The OAC shall provide advice, information, and recommendations to both the Board and the Executive Director.

(e) Quorum. A majority of the members of the OAC (or their alternates) shall constitute a quorum. Representatives may participate and be considered present in meetings by telephone conference or other comparable means.

(f) Voting. All actions and recommendations of the OAC shall be approved by majority vote of those present and voting. Each person serving on the OAC shall have one vote.

(g) Officers. The OAC shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of the OAC, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially elected at the first meeting of the OAC by majority vote of the Representatives on the OAC and shall serve until the completion of the end of the first full fiscal year of the Corporation. Annually thereafter, the Vice Chair shall assume the role of Chair and the OAC shall elect a new Vice-Chair. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the OAC shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the OAC elected to fill the unexpired term of his or her predecessor shall not be precluded from serving a full annual term of office following the end of such unexpired term.

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(h) Staffing. The Corporation, through the Executive Director, shall provide such clerical and staffing support to the OAC as the Executive Director deems reasonable and necessary to allow the OAC to perform its purposes or as otherwise determined by the Board.

(i) Meetings. The OAC shall meet monthly at a time and place designated by the Chair of the OAC or by a majority of its Representatives. Not less than seven (7) days advance notice of regular meetings shall be given, provided, however, it shall not be necessary to provide advance notice of a regular meeting of the OAC if the OAC adopts a regular day and time each month on which to hold its regular meetings. Special meetings may be called by the Chair of the OAC or Representatives representing at least one-third of the total seats on the OAC and upon giving all other Representatives not less than five (5) days prior notice of such meeting. In an emergency, the OAC may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives.

2.16 *Director's Reliance on Consultant Information*. A Director shall not be liable if, while acting in good faith and with ordinary care, such person relies on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation;
- (b) an employee of a City;
- (c) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
- (d) a committee (including the OAC) of the Board of which the Director is not a member.

2.17 *Executive Director*. The Board is authorized to hire an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the chief executive officer of the Corporation and shall have the duties and powers as set forth in Article VI of these Bylaws. The Board shall establish the compensation, and may establish duties and responsibilities of the Executive Director in addition to those prescribed by Article VI of these Bylaws. The hiring and/or removal of the Executive Director shall be by a majority vote of the entire Board.

2.18 *Attorneys and Consultants*. The Board may employ attorneys, auditors, certified accountants engineers, and such other professionals and consultants as may be required for the purposes of the Corporation from time to time.

ARTICLE III Officers

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3.01 *Titles and Term of Office.* The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. Each officer shall be a current Director. One person may hold more than one office, except the President shall not hold the office of Secretary. The term of office for each officer shall be one (1) year and shall serve from October 1 through the following September 30, except that such office shall terminate on the earlier of: (a) the date that the officer is replaced by the Board; or (b) the date that the officer is no longer a member of the Board.

All officers shall be appointed and subject to removal at anytime, with or without cause, by a vote of a majority of the entire Board.

A vacancy in any office elected pursuant to this Article III shall be filled by a vote of a majority of the entire Board.

3.02 *Powers and Duties of the President.* The President shall be a member of the Board and shall preside at all meetings of the Board. Such person shall have such duties as are assigned by the Board. The President may call special or emergency meetings of the Board. Any special or emergency called meeting shall be called and conducted in accordance with Section 2.08 of these Bylaws. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate, the President or Vice President may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The President shall be an ex-officio member of all committees.

3.03 *Powers and Duties of the Vice President.* A Vice President shall be a member of the Board and shall have such powers and duties as may be assigned to such person by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of such office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

3.04 *Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into possession of the Corporation. When necessary or proper, the Treasurer (i) may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; (ii) may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; (iii) shall enter or cause to be entered regularly in the books of the Corporation to be kept by such person for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; (iv) shall perform all acts incident to the position of Treasurer subject to the control of the Board; including the monitoring and audit of all cash accounts whose existence must first be approved by the Board; and (v) shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. The Corporation may contract with one or more of the Cities to

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provide financial services for the Corporation in deciding the performance of the duties of the Treasurer set forth in this Section 3.04.

3.05 *Secretary.* The Secretary (i) shall keep the minutes of all meetings of the Board in books provided for that purpose; (ii) shall attend to the giving and serving of all notices; (iii) in furtherance of the purposes of the Corporation and subject to the limitations contained in the Certificate of Formation, may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; (iv) shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, (v) shall in general perform all duties incident to the office of Secretary subject to the control of the Board. Nothing in this Section 3.05 shall be construed as prohibiting the Board or the Executive Director from providing to the Secretary such support as may be reasonable and necessary to assist the Secretary in carrying out the duties set forth herein.

3.06. *Compensation.* Officers shall serve without compensation for their duties, but are entitled to receive reimbursement for their reasonable expenses only in performing their functions in accordance with any policies that may be adopted by the Board.

3.07 *Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation, including members of the Board;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
- (c) an employee of one of the Cities.

ARTICLE IV Financial Responsibilities

4.01 *Audit.* Not later than one hundred twenty (120) days after the close of each fiscal year, the Board shall have an annual audit prepared by an independent auditor who is duly licensed or certified as a public accountant in the State of Texas of the financial books and records of the Corporation. The Corporation shall provide a copy of the completed audit to each City not later than fifteen (15) days after its receipt by the Corporation.

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4.02 *Capital Spending Authority:* The Board may expend funds for capital improvements in accordance with a capital improvement plan approved by the Board for the current fiscal year budget as follows:

(a) Funds from the Cities shall be used for the purposes of the Corporation as authorized and directed by the Cities.

(b) Funds from other sources, such as donations, may be used at the discretion of the Board for capital purposes as long as the uses are consistent with the direction of the Cities and are not reasonably expected by the Board to increase the operation and maintenance costs of the Corporation above the limits established in Section 4.04, below, or have a capital cost greater than \$100,000.

(c) Proceeds of bonds, notes and other obligations shall be expended in accordance with the terms of the resolution authorizing the issuance of such bonds, notes or other obligations.

4.03 *Issuance of Debt.*

(a) The Corporation, with the approval of the Cities, is authorized to issue short-term debt in the form of bonds, notes, and other obligations which by their terms mature and are payable not later than one (1) year from their initial date of issuance. Where possible, the amount and purpose of the short term debt shall be projected by the Corporation in its annual budget to the Cities. Cities shall be given the first opportunity to provide these funds before the Board incurs debt.

(b) The Corporation, with the approval of the Cities, is authorized to issue long-term debt in the form of bonds, notes, and other obligations which by their terms mature and are payable beyond one (1) year from their initial date of issuance. Long term debt may be issued to finance capital improvements and costs related thereto, and to refund or refinance any outstanding bonds, notes, or obligations issued or incurred by the Corporation, or for such other reasons as may be approved by the Cities.

(c) Short-term debt as defined in Subsection (a) and long-term debt as defined in Subsection (b) of this Section 4.03 may be issued only if:

(i) the issuance of said debt is approved by a majority of the entire Board; and

(ii) the issuance of said debt is approved by resolution or ordinance of the Cities.

(d) Any debt issuance approved by the Cities shall be paid from any source or sources permitted by law including the income and revenue of the Corporation.

4.04 *Increase of O&M Costs.* Except for items mandated by changes in state or federal law or regulation that could not reasonably have been anticipated prior to submission of the Corporation's annual budget to the Cities for review and comment, in the event any one or more

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items are added during a fiscal year that would increase or cause the annual operation and maintenance costs to exceed ten percent (10%) above the budgeted amount for that year, the Board must receive prior approval from the Cities prior to making that addition. Failure of a City to reject, to ask for additional information regarding, or to request modification of, the request on or before the thirtieth (30th) day after submission of the request to the City shall be deemed an approval of the request by that City (and a request for additional information or for modification may be provided by an employee of a City).

4.05 *Fiscal Year.* The fiscal year of the Corporation shall begin October 1 of each year.

4.06 *Annual Budget.*

(a) No later than ninety (90) days prior to the beginning of each fiscal year, the Board or the Executive Director (if the Corporation has employed an Executive Director) shall prepare, or cause to be prepared, and approve a budget (the "Budget") for the fiscal year. The Budget must be approved by a majority vote of the entire Board. After approval by the Board, the Budget shall be submitted to each City for approval. Failure of a City to reject, to ask for additional information regarding, or to request modification of, the Budget approved by the Board on or before the thirtieth (30th) day after submission of the Budget to the City shall be deemed an approval of the Budget by that City (and a request for additional information or for modification may be provided by an employee of a City).

(b) The Budget shall, at a minimum, include capital, operational, debt service and project-specific expenditures and corresponding revenues. The Budget shall clearly indicate the sources and purposes of revenues contributed by a City or a non-participating unit of government.

(c) If the Board fails to approve the Budget, or if the Budget is not approved by each City, then the Budget for the prior fiscal year shall be deemed approved.

(d) From time to time, the Board may undertake one or more projects related to the purposes of the Corporation requiring the expenditure of funds not approved in the Annual Budget with the approval of a quorum of the Board of Directors. While the Board may elect to amend the Annual Budget for a particular project(s) related to the purposes of the Corporation, such expenditures may not be undertaken in that regard unless or until an agreement with a City or the non-member unit of government is executed with the Corporation, which shall contain at least the following:

- (i) the service(s) to be provided by the Corporation;
- (ii) the method by which the Corporation intends to provide the service(s) (i.e., the Corporation intends to contract with a private entity or perform the service(s) itself, or some blending of the various methods);
- (iii) the total cost of the project(s) to be undertaken by the Corporation;

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(iv) written agreement by the member and/or participating Cities to contribute an agreed-upon portion of the stated project expenditures, along with the agreed-upon portion being contributed by other member and/or participating Cities; and

(v) unless otherwise agreed by the Cities in the respective Interlocal Cooperation Agreement, the share of the project expenditures will be evenly distributed on a pro-rata population basis based on the most recent Decennial Census.

(e) A City not required to financially contribute or participate in any particular project for which an annual budget amendment occurs, can "opt-in" or "opt-out" of any particular project approved by the Board of Directors and the Cities.

4.07 *Line Item Flexibility.* The Executive Director has the authority to shift operation and maintenance funds from one line item of the Budget to another without the approval of the Board or the Cities. The Board, by a vote of at least three-fourths of the members of the entire Board, has the authority to shift operation and maintenance funds from one line item of the Budget to another without the approval of the Cities.

4.08 *Reserve Fund.* The Budget shall provide for one or more reserve funds for the replacement of scheduled assets, for capital improvements and reasonable reserves for future activities, debt, establishment of a capital reserve. Any unencumbered funds remaining at the end of the fiscal year shall be converted to the Reserve Fund.

4.09 *Other Funds.* Other funds, such as unrestricted charitable donations, may be used by the Board in accordance with the approved budget or, if not anticipated in the Budget, as the Board directs, provided that the limitation set out in Section 4.04, above or a capital cost of \$100,000 is not exceeded.

4.10 *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriations, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

4.11 *Sale or Transfer of Assets.* The Corporation may not sell, transfer or assign real property or permits of the Corporation, in whole or in part, without the approval of the Board. After approval by the Board, the proposed sale, transfer or assignment of the assets ("the Asset Transfer") must be submitted to each City for approval. The Cities will approve or disapprove the Asset Transfer in whole or in part. Failure of the Cities to reject the Asset Transfer approved by the Board on or before the thirtieth (30th) day after submission to the Cities of the proposed Asset Transfer shall be deemed an approval of the Asset Transfer. Notwithstanding the foregoing, the Board shall not be required to obtain the consent of the Cities to sell, convey, or transfer to a third party personal property of the Corporation determined by the Board to be surplus and which has a depreciated unit value of less than \$1000.00 per unit.

EXHIBIT "A" TO RESOLUTION 2014-001

**ARTICLE V
Indemnification of Directors and Officers**

5.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article V and the Certificate, each person who was or is made a party, is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation shall be indemnified by the Corporation to the fullest extent permitted by the Texas Nonprofit Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnify hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

5.02 *Advance Payment.* The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 5.01 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

5.03 *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; .

5.04 *Appearance as a Witness.* Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the

EXHIBIT "A" TO RESOLUTION 2014-001

Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

5.05 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 5.03 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Certificate or these Bylaws, agreement or disinterested Directors or otherwise.

5.06 *Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

5.07 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the ninety (90) day period immediately following the date of the indemnification or advance notification.

5.08 *Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI Executive Director; Employees

6.01 *Powers and Duties of the Executive Director.*

(a) *Chief Executive.* The Executive Director shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall be in general charge of the properties and affairs of the Corporation. The Executive Director has management and control of the properties and operations of the Corporation, including the powers of a general manager. The Executive Director shall be an ex-officio of all Board committees, except the Audit Committee. The Executive Director will be responsible for implementing all orders and resolutions of the Board, and all other powers that are not specifically reserved to the Directors or Cities will be

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executed by the Executive Director within the general guidelines and policies of the Board and Cities.

(b) *Responsible for hiring and supervision of Employees.* The Executive Director shall be responsible for hiring and terminating the employees of the Corporation. All employees hired by the Executive Director shall be terminable at-will and not be provided any term or promise of employment.

(c) *Spending Authority.* The Executive Director is authorized to approve expenditures, make purchases, and enter into contracts on behalf of the Corporation which require an expenditure not to exceed \$50,000 without Board approval as long as funds are budgeted and are available for the expenditure.

(d) *Annual Budget.* The Executive Director is responsible for the preparation of the Corporation's annual budget.

(e) *Annual Business Plan.* The Executive Director shall prepare a Corporation business plan (the "Business Plan") on an annual basis for review and approval by the Board. The Business Plan shall include such items and matters required by the Board and, at a minimum, shall include the following: (i) performance measures and benchmarks; and (ii) possible future activities.

6.02 *Corporation Employees.*

(a) The Executive Director shall be a full time employment position of the Corporation, except that the Board may contract with a person or entity as an independent contractor to serve as an Executive Director.

(b) The Corporation may contract with any one or more of the Cities for utilization of employees of such City. The Corporation may, without compensation, use the services of employees of a City with the prior written consent of the applicable City Manager. The Board is authorized to employ or contract for project-specific personnel to manage or operate a service provided by the Corporation.

ARTICLE VII Code of Ethics

7.01 *Policy and Purposes.*

(a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

EXHIBIT "A" TO RESOLUTION 2014-001

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

7.02 *Conflicts of Interest*

(a) *Abide by State and Criminal Laws for Public Officers.* All Directors, Officers and employees shall abide by the state civil and criminal laws regarding conflict of interest, official misconduct and other regulations and restrictions involving their official duties.

(b) *Disclosure and Abstention.* It is the intent of these Bylaws that the Directors, Executive Director and Officers shall take all steps to avoid the appearance of impropriety in the conduct of their affairs on behalf of the Corporation. This includes not engaging in any conduct or business that may be deemed to compromise their independent judgment in executing their duties as Corporation officials. In the event that a Director, officer, or the Executive Director has any financial or equitable interest, direct or indirect, in a transaction that comes before the Board, or a committee or the Executive Director, the affected Director or officer, must:

- (i) disclose that interest in writing and file it with the Board Secretary; and,
- (ii) refrain from discussing or voting on the same.

(c) *Restrictions on Executive Director.* The Executive Director is precluded from having any financial or equitable interest in any contract, service (other than such person's employment) or acquisition that is subject to such person's approval or that the subordinates of the Executive Director may approve or monitor.

(d) *Definition of Financial Interest/Relative.* The "financial or equitable interest" contemplated under (b) and (c) of this Section requires that the affected person who is the Director, Officer, or Executive Director or their relative receive an actual financial benefit from the transaction with the Corporation. A relative is a person related within the first degree of consanguinity or affinity to the Director, Officer, or Executive Director. A financial or equitable interest does not include the following:

- (i) An ownership in the entity transacting business with the Corporation where the ownership interest is less than one percent (1%).
- (ii) Compensation as an employee, officer or director of the entity transacting business with the Corporation where such compensation is not affected by the entity's transaction with the Corporation.
- (iii) An investment or ownership in a publicly held company in an amount less than TEN THOUSAND DOLLARS (\$10,000.00).

EXHIBIT "A" TO RESOLUTION 2014-001

(iv) The status of the person being an employee of a public entity serving as a Director on the Board.

7.03 *Acceptance of Gifts.* No Director or Officer, nor the Executive Director, shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or Officer, nor the Executive Director, shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or Officer's, or the Executive Director's, discretion. As used here, "benefit" does not include:

(a) a fee prescribed by law to be received by a Director or officer or Executive Director or any other benefit to which the Director or officer or Executive Director is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer or Executive Director;

(b) a gift or other benefit conferred on an account of kinship or a personal, professional, or business relationship independent of the official status of the Director or Officer or Executive Director;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(1) not more than one honorarium is received from the same person in a calendar year;

(2) not more than one honorarium is received for the same service; and

(3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or Officer or Executive Director in performance of the services.

(d) A benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

7.04 *Nepotism.* No Director or Officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree of consanguinity to the Director or Officer so appointing, voting or confirming, or to any other Director or Officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship employment or duty at least thirty (30) days prior to the appointment of the Director or Officer so appointing or voting.

ARTICLE VIII Miscellaneous Provisions

EXHIBIT "A" TO RESOLUTION 2014-001

8.01 *Seal.* The seal of the Corporation shall be such as may be from time to time approved by the Board. The seal of the Corporation shall not be required to be placed on a document in order for the document to be considered a valid act or agreement of the Corporation.

8.02 *Notice and Waiver of Notice.* Whenever any notice, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. If transmitted by facsimile or email, such notice shall be deemed to be delivered upon successful transmission of the facsimile or email. A Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting unless such attendance is for the purpose of objecting to the failure of notice. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

8.03 *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

8.04 *Distribution of Net Income; Return of Funds.* Notwithstanding Section 431.107 of the Act entitling the Cities at all times to have the right to equally receive the income earned by the Corporation, any income earned by the Corporation after payment of reasonable expenses, reasonable reserves for future activities, debt, establishment of a capital reserve, and establishment of a reserve for satisfaction of other legal obligations of the Corporation shall be retained by the Corporation and applied equitably as a credit to the charges to Cities for operations of the Facility and/or other services provided by the Corporation to the Cities.

8.05 *City Access to Records of Corporation.* Notwithstanding the provisions of the Public Information Act or any exceptions contained therein to disclosure and the rights or limitations thereof regarding the review of records of Texas non-profit corporations, the Cities shall have a special right to review and obtain copies of the records of the Corporation, regardless of format, upon reasonable notice and during regular business hours of the Corporation; provided, however, such special right of access to the Cities shall not apply to records to which law or regulation expressly prohibit disclosure to third parties that would by definition include the Cities.

8.06 *Amendments.* A proposal to alter, amend or repeal these Bylaws shall be made by the affirmative vote of a majority of the entire Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by resolution of each City to be effective.



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center, Inc. Board of Directors

FROM: Kevin B. Laughlin, NJDHS

AGENDA ITEM #3 – Consider Resolution No. 2014-002 Electing the Officers of the North Texas Emergency Communications Center, Inc.

BACKGROUND:

Article III of the Corporation's by-laws provide for the election of officers for the Corporation with certain authority and duties relative to the operations of the Corporation.

DISCUSSION:

This is the organizational meeting of the Board of Directors and, therefore, the election of the initial officers of the Corporation is needed. In order to put the terms on the schedule provided in the by-laws, the initial term of office for the Corporation's office will end on September 30, 2014. The Board will be asked to elect officers for the Fiscal Year 2014-2015 at the September 2014.

RECOMMENDATION:

Accept nominations for officers for the Corporation and approve Resolution No. 2014-002.

ATTACHMENTS:

Draft of Resolution No. 2014-002

RESOLUTION 2014-002

A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. (“NTECC”), ELECTING THE CORPORATION’S OFFICERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III of the Bylaws of the North Texas Emergency Communications Center, Inc. provides that the Board of Directors shall elect a President, Vice President, Secretary and Treasurer for NTECC;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC., THAT:

SECTION 1. The following officers of the Corporation have been elected in accordance with Article III of the Bylaws of the North Texas Emergency Communications Center, Inc., with terms ending on September 30, 2014:

President	_____
Vice President	_____
Secretary	_____
Treasurer	_____

SECTION 2. This Resolution shall become effective immediately upon its passage.

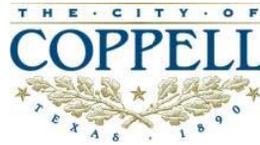
**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE
NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. THE 1ST DAY
OF MAY, 2014.**

APPROVED:

President

ATTEST:

Secretary



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center, Inc. Board of Directors

FROM: Kevin B. Laughlin, NJDHS

AGENDA ITEM #4 – Consider Resolution No. 2014-003 Establishing Times and Location for Regular Meetings and Annual Meeting of the Board of Directors and Official Location for Posting of Notices of Meetings Pursuant to the Texas Open Meetings Act.

BACKGROUND:

Sections 2.06 and 2.07 of the Bylaws require the regular and annual meetings of the Board of Directors be established by resolution of the Board. The Bylaws further require that regular meetings be held at least quarterly. In addition, in accordance with State law and the Certificate of Formation, meetings of the Board are to be held in compliance with the Texas Open Meetings Act (“the Act”). The Act requires that notices of meetings be posted in a place readily available to the general public at all times for at least 72 hours before the scheduled time for the meeting.

DISCUSSION:

In keeping with the scheduled meetings of the City Managers of the four owner cities prior to the formation of the Corporation, Resolution No. 2014-003, as proposed, provides for a monthly regular meeting to be held on the first Thursday of the month at 3:00 p.m. at Farmers Branch City Hall. The Board may decide to change the regular meeting to a day and time more convenient for all of the Directors, or even change the location, but it is recommended that the Board meet at least monthly for the next year to 18 months in order to facilitate making decisions and authorizing actions necessary for setting up operations of the communications center. Once a full time Executive Director is hired and start-up activities are completed, the Board may desire to reduce the frequency of regular meetings to bi-monthly or quarterly, at which time this resolution will be amended or repealed with a new resolution.

As for designation of the annual meeting, it is recommended that the regular meeting in September be designated as the Board’s annual meeting. With the Corporation’s fiscal year

beginning October 1, as well as the terms of office for the Corporation's officers beginning October 1, it makes logical sense that the meeting in September be the one in which officer elections are held and final budget approval votes taken, matters which are traditional handled at an annual meeting.

Finally, regarding the posting of meeting notices, while Section 2.05 of the Bylaws requires that meeting notices be posted at the city halls of the four owner cities, it intentionally does not designate the "official bulletin board" for purposes of the Texas Open Meetings Act ("TOMA") in order to allow that designation be changed by the Board without requiring a change in the Bylaws, which would require approval of the four owner cities. Because regular meetings will, for the time being, are being held at Farmers Branch City Hall, Resolution No. 2014-003 provides that the official TOMA meeting notice be posted in the same location as other Farmers Branch meeting notices required by TOMA. Assuming the Board meetings will eventually be relocated to the NTECC, this resolution can be amended or repealed and replaced at that time to provide for posting of meeting notices at the NTECC offices.

RECOMMENDATION:

Discuss the days, times, and location for the Board's regular meetings and approve Resolution No. 2014-003 with or without amendment based on said discussions.

ATTACHMENTS:

Draft of Resolution No. 2014-003.

RESOLUTION NO. 2014-003

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC., ESTABLISHING TIMES AND LOCATION FOR REGULAR MEETINGS AND THE ANNUAL MEETING OF THE BOARD OF DIRECTORS; DESIGNATING OFFICIAL LOCATION FOR POSTING NOTICES OF MEETINGS OF THE BOARD PURSUANT TO THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 2.06 and 2.07 of the Bylaws of the Corporation state that the annual and regular meetings of the Board shall be established by resolution of the Board of Directors of the Corporation (“the Board”); and

WHEREAS, Section 2.05 of the Bylaws provide that the Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required under Texas Open Meetings Act (“the Act”); and

WHEREAS, the Board desires to establish its monthly regular meeting time, date, and place, and the official location for posting agendas pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. THAT:

SECTION 1. The Regular Meetings of the Board of Directors shall be on the first Thursday of each month at 3:00 p.m., at Farmers Branch City Hall, 13000 William Dodson Parkway, Farmers Branch, Texas.

SECTION 2. The Annual Meeting of the Board shall be the first regular meeting of the Board occurring in the month of September of each calendar year.

SECTION 3. In addition to the locations at which notices of meetings of the Board must be posted pursuant to Section 2.05 of the Bylaws of the Corporation, for purposes of compliance with Texas Government Code §551.043(a), the official location for the posting of the notice of each regular and special meeting of the Board of Directors shall be the windows on either side of the revolving door on the north façade of Farmers Branch City Hall, 13000 William Dodson Parkway, Farmers Branch, Texas.

SECTION 4. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. THE 1ST DAY OF MAY, 2014.

APPROVED:

President

ATTEST:

Secretary



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center, Inc. Board of Directors

FROM: Kevin B. Laughlin, NJDHS

AGENDA ITEM #5 – Consider Resolution No. 2014-004 Authorizing an Interlocal Agreement with the Town of Addison, the City of Carrollton, the City of Coppell, and the City of Farmers Branch Relating to the Payment of Rent and Other Obligations in Lease Agreement with CyrusOne, LLC.

BACKGROUND:

Representatives of the Corporation's owner Cities have identified and negotiated a lease for approximately 11,800 square feet of space in a building at 1649 West Frankford Lane, Carrollton, Texas, for location of a consolidated communications and dispatch center serving the public safety departments of the owner Cities. Because the Corporation is newly organized and has yet to establish its financial records system or bank accounts, and has no funds of its own, an interlocal cooperation agreement ("ILA") has been negotiated and approved by the owner Cities to provide for payment of the rent and costs of leasehold improvements for the leased premises.

DISCUSSION: The main terms of the ILA are as follows:

1. The City of Carrollton agrees to timely make the required rent payments to CyrusOne, LLC pursuant to the lease.
2. The Cities' share of the rent and improvement payments will be based on the percentages determined in the business plan proposed by iXP Corporation in the feasibility study prepared for the Cities.
3. The responsibility for payment of rent and other obligations under the lease will shift after execution of the operations agreement among the Cities and the Corporation and the Corporations funding and bank accounts have been established.

RECOMMENDATION:

Approve Resolution No. 2014-004

ATTACHMENTS:

Draft of Resolution No. 2014-004

RESOLUTION NO. 2014-004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC., APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CARROLLTON, THE TOWN OF ADDISON, THE CITY OF COPPELL, AND THE CITY OF FARMERS BRANCH RELATING TO PAYMENT OF RENT AND OTHER OBLIGATIONS IN LEASE AGREEMENT FOR THE NTECC COMMUNICATIONS CENTER; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE PRESIDENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among governmental entities, including local government corporations; and

WHEREAS, the City of Carrollton, Town of Addison, City of Coppell and the City of Farmers Branch (collectively, “the Cities”) have joined to establish North Texas Emergency Communications Center, Inc. (“NTECC”) for the purpose of financing, constructing, owning, managing and operating a regional public safety communications center (“the Center”) for the benefit of the Cities; and

WHEREAS, the Cities are also presently engaged in a joint project to purchase and install a new public safety radio system (“the Radio System”), part of which installation requires installation of dispatch consoles and other equipment, as well as the location of offices and other facilities, at a location from which the Center will be operating; and

WHEREAS, in order to be able to complete installation of the Radio System and commence operations of the Center within the time frame desired by the Cities, it is necessary to enter into a lease for space for location of the Center; and

WHEREAS, the City Managers and police and fire chiefs of the Cities have identified space in a building located 1649 West Frankford Road, Carrollton, Texas, owned by CyrusOne, LLC, which is desired for the location of the Center; and

WHEREAS, NTECC has not yet established its own bank accounts nor entered into a operations agreement with the Cities to provide for the funding of NTECC’s functions necessary to provide the services to be provided by NTECC to the Cities; and

WHEREAS, the City Managers of the Cities desire for NTECC to proceed with signing a lease agreement so that finish out work on the leased premises necessary for the Center and its operations may commence; and

WHEREAS, the Cities have approved an interlocal cooperation agreement with NTECC for the purpose of establishing the agreement of the parties regarding the lease agreement, the payment of rent under the lease agreement, the temporary payment of rent payments by

Carrollton for NTECC, and the reimbursement by Addison, Coppell, and Farmers Branch of their respective shares of the rent payments to Carrollton and

WHEREAS, the Board of Directors of the Corporation finds it to be in the best interest to enter into such an agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. THAT:

SECTION 1. The President or other officer of the Corporation is hereby authorized to sign on behalf of the Corporation the *Interlocal Cooperation Agreement Regarding Consolidated Dispatch Center Lease* with the Town of Addison, City of Carrollton, City of Coppell, and City of Farmers Branch, 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.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. THE 1ST DAY OF MAY, 2014.

APPROVED:

President

ATTEST:

Secretary

(kbl:4/23/14:65831)

Exhibit “A” to Resolution No. 2014-004

**INTERLOCAL AGREEMENT REGARDING
CONSOLIDATED DISPATCH CENTER LEASE**

This **INTERLOCAL AGREEMENT REGARDING CONSOLIDATED DISPATCH CENTER LEASE** (“Agreement”) is 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 **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.** (“NTECC”), a Texas non-profit local government corporation (the Cities and NTECC hereafter referred to as the “Parties” or individually as a “Party”).

RECITALS

WHEREAS, the Cities are political subdivisions within the State of Texas engaged in the provision of governmental services for the benefit of its citizens; 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 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 Parties have identified the Leased Premises (as defined in Section I, below) as the preferred site for the location of the Center; and

WHEREAS, prior to, but in anticipation of, the creation of NTECC as an existing corporate entity, the City Managers of the Cities negotiated, but did not sign, the Lease Agreement; and

WHEREAS, the Cities desire for NTECC to proceed with signing the Lease Agreement so that finish out work on the Leased Premises necessary for the Center and its operations may commence; and

WHEREAS, in consideration of the direct benefits to be derived by the Cities from the construction and maintenance of the Center by NTECC, the Cities desire to pay the rent and other expenses to be owed by NTECC under the Lease; and

Exhibit "A" to Resolution No. 2014-004

WHEREAS, NTECC, as of the Effective Date of this Agreement, has not yet established its own bank accounts, nor entered into a operations agreement with the Cities to provide for the funding of NTECC's functions necessary to provide the services to be provided by NTECC to the Cities; and

WHEREAS, the Parties desire to enter this Agreement for the purpose of establishing the agreement of the Parties regarding the Lease Agreement, the payment of rent under the Lease Agreement, the temporary payment of rent payments by Carrollton for NTECC, and the reimbursement by Addison, Coppell, and Farmers Branch of their respective shares of the rent payments to Carrollton.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Cities agree as follows:

I. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

"Business Day" means any day other than a Saturday, Sunday, or official city holiday in which Carrollton's city hall offices are closed for business.

"CyrusOne" means CyrusOne, LLC, a Delaware limited liability company, whose address is 1649 West Frankford Road, Carrollton, Texas, 75007, or its successors or assigns.

"Effective Date" means the date this Agreement has been approved by the governing bodies of all of the Cities and the Board of Directors of NTECC and signed by the authorized representatives of each Party.

"Lease" means an Office Lease between CyrusOne and NTECC for the lease of the Leased Premises.

"Lease Term" means the period commencing on or about May 1, 2014, and ending April 30, 2029, unless NTECC and CyrusOne agree to extend the term of the Lease for the option period set forth in the Lease, in which case the Lease Term will end April 30, 2034.

"Leased Premises" means approximately 11,800 gross square feet of the building owned by CyrusOne located at 1649 West Frankford Road, Carrollton, Texas.

"Leasehold Improvements" means the improvements to the Leased Premises to be made by CyrusOne as "Landlord Improvements" pursuant to the Lease.

"Leasehold Improvement Costs" means the costs for construction of the improvements to the Leased Premises to be made by CyrusOne as "Landlord Improvements" pursuant to the Lease which costs are estimated to be \$1,800,000.00.

Exhibit "A" to Resolution No. 2014-004

"Operations Agreement" means an agreement among the Cities and NTECC to be negotiated and entered subsequent to the Effective Date of this Agreement relating to the operations and maintenance of the Center, which agreement shall, among other things, describe the services to be provided by NTECC to the Cities, the procedures for adoption of an annual budget for the operations of the Center, and the allocation to the Cities of the costs for NTECC's services.

"Rent" shall have the meaning assigned to that term under the Lease. The amount of Rent shall be as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

"Term" means the term set forth in Section 2.01.

II. TERM

2.01 Term. This Agreement shall commence on the Effective Date and end at 11:59:59 p.m. Central Time on the last day prior to the end of the Lease Term, unless extended or terminated earlier as provided in this Agreement.

2.02 Early Termination During Initial Term. Notwithstanding anything to the contrary herein, a City may terminate without cause its participation as a Party to this Agreement prior to the end of the Term subject to the following:

- A. The termination date must fall on September 30 of the year of termination;
- B. The City desiring to terminate its participation in this Agreement must deliver notice to the other Cities and NTECC not later than two (2) years prior to the date of termination;
- C. The City terminating its participation in this Agreement shall not be entitled to reimbursement from the non-terminating Cities or NTECC for expenditures related to the purchase, installation, or maintenance of furniture, fixtures, equipment or leasehold improvements related to construction, maintenance, repair, or use of the Leased Premises or the Center paid by the terminating City prior to the date of termination;
- D. The City terminating its participation in this Agreement shall have given notice of termination of its participation in all other agreements among the Parties relating to operation of the Center and the receipt of benefits from the services provided by the Center; and
- E. Prior to the date of termination, the terminating City must pay any remaining financial obligations related to its share of Rent or the Leasehold Improvement Costs incurred or accrued prior to the date of the termination of the terminating City's participation in this Agreement.

Exhibit “A” to Resolution No. 2014-004

The terminating City shall have no obligation to pay any amounts which come due under this Agreement following the effective date of said City’s termination of its participation in this Agreement.

III. EXECUTION OF LEASE; PAYMENT OF RENT

3.01 NTECC Execution of Lease as Tenant is Public Purpose. The Parties understand, acknowledge, and agree that NTECC shall be the tenant in the Leased Premises under the terms of the Lease, shall be the only Party executing the Lease, and shall be the only Party contractually liable to CyrusOne for the obligations of the tenant as set forth in the Lease. Notwithstanding the foregoing, the Cities acknowledge and agree that (i) NTECC’s execution of the Lease and the performance of the tenant’s obligations pursuant to the provisions of the Lease are in furtherance of the public purpose for which the Cities formed NTECC, and (ii) payment of Rent and the Leasehold Improvements Cost to CyrusOne, whether paid directly by the Cities or through NTECC, benefits the Cities and their respective residents.

3.03 Execution of Lease by NTECC; Reliance on the Cities Performance. Pursuant to this Agreement, NTECC agrees to sign the Lease as “Tenant.” The Cities understand and acknowledge that NTECC would not have signed the Lease but for the agreements by the Cities including but not limited to the Cities’ agreement to pay their shares of the Rent and the Leasehold Improvements.

3.04 Current Funds Appropriated. The Cities hereby warrant and represent they have each identified and appropriated current funds as of the Effective Date to pay their respective share of the Rent for the first twelve (12) months of the Lease Term and the costs of the Leasehold Improvements. NTECC and the Cities understand, acknowledge, and agree that, unless the Cities agree among themselves subsequent to the Effective Date of this Agreement to prepay NTECC and/or CyrusOne the amounts due to CyrusOne for Rent for the entire Lease Term, the funds for the Rent for the second and later years of the Lease Term will be subject to annual appropriations by each of the Cities.

3.05 Share of Rent. The Cities agree that their shares of Rent and Leasehold Improvements Cost to be paid pursuant to the Lease shall be allocated as follows:

- | | | |
|----|-----------------|-----|
| A. | Addison: | 19% |
| B. | Carrollton: | 36% |
| C. | Coppell: | 21% |
| D. | Farmers Branch: | 24% |

The Cities understand and acknowledge that, with respect to Rent, the above allocation may be altered from time to time after the Effective Date of this Agreement in accordance with the adjustment of the Cities allocation of costs for operating and maintaining the Center pursuant to the provisions of the Operations Agreement.

Exhibit "A" to Resolution No. 2014-004

3.06 Responsibility for Payment of Rent to CyrusOne.

A. The Cities understand and acknowledge that NTECC is a newly formed corporate entity which, as of the Effective Date of this Agreement, has not established its own bank accounts and has no funds of its own from which to pay the Rent. Until such time as NTECC has established its own funded bank accounts from which to pay Rent, Carrollton agrees to pay Rent directly to CyrusOne. The other Cities agree to pay Carrollton for their respective shares of Rent:

(1) with respect to the Rent installment due on May 1, 2014, not later than May 15, 2014; and

(2) with respect to all subsequent Rent installments, not later than the last Business Day of the calendar month prior to the due date of the Rent, with the first such payment being made not later than May 30, 2014.

Unless otherwise agreed by Carrollton, Carrollton's obligation to make direct payments of Rent to CyrusOne on behalf of NTECC shall terminate after the twelfth (12th) monthly Rent installment. Carrollton agrees to pay Rent installments to CyrusOne when due under the provisions of the Lease.

B. Upon NTECC's establishment of a funded bank account from which it is able to pay Rent to CyrusOne, which account shall be established not later than one (1) year after the Effective Date of this Agreement, the Cities agree to pay their respective shares of Rent to NTECC not later than the last Business Day of the calendar month prior to the due date of the Rent installment. NTECC agrees to pay the Rent to CyrusOne when due under the provisions of the Lease.

C. Nothing in this Section 3.06 shall prohibit a City from pre-paying its share of Rent to NTECC on a quarterly, annual, or other basis as may be agreed by the City and NTECC. In the event of such pre-payment of Rent, NTECC agrees that such funds shall be held and used only for the payment of later installments of Rent as they come due and credited toward the obligations of the City paying such advance amounts.

3.07 Payment for Leasehold Improvement Cost. The Cities agree to pay to Carrollton their respective shares of the installments of the Leasehold Improvement Costs not later than five (5) business days prior to the date they are due pursuant to the provisions of the Lease. Carrollton agrees to timely pay CyrusOne the full amount of the installment of the Leasehold Improvement Costs due.

3.08 Appropriations of Rent. Each City understands and acknowledges that the payment of Rent pursuant to the Lease is of significant public importance and agrees to use its best efforts to appropriate funds each fiscal year to pay the City's share of Rent under the Lease. If a City determines that it does not have funds available to appropriate its share of Rent commencing after the beginning of the City's fiscal year, the City agrees to notify the other

Exhibit “A” to Resolution No. 2014-004

Cities and NTECC of its intent to not appropriate such funds not later May 1 prior to the commencement of the City’s next fiscal year.

VIII. MISCELLANEOUS

4.01 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

If intended for Town of Addison:

With copy(ies) to:

Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

City Attorney
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

If intended for City of Carrollton:

With copy(ies) to:

City of Carrollton
Attn: City Manager
1945 E. Jackson Road
Carrollton, Texas 75006

City Attorney
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

If intended for City of Coppell:

With copy(ies) to:

City of Coppell
Attn: City Manager
255 E. Parkway Boulevard
Coppell, Texas 75019

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for City of Farmers Branch:

With copy(ies) to:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

4.02 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Cities shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Cities agree to submit to the personal and subject matter jurisdiction of said court.

4.03 Party Responsibility. To the extent allowed by law, and without waiving any governmental immunity available to the Cities under Texas law, or any other defenses the Cities

Exhibit "A" to Resolution No. 2014-004

are able to assert under Texas law, each City agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement.

4.04 Immunity. It is expressly understood and agreed that, in the performance of this Agreement, none of the Cities waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Cities do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

4.05 Entire Agreement. This Agreement represents the entire agreement among the Cities with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

4.06 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

4.07 Recitals. The recitals to this Agreement are incorporated herein.

4.08 Amendment. This Agreement may be amended by the mutual written agreement of all Cities.

4.09 Place of Performance. Performance and all matters related thereto shall be in Dallas County, Texas.

4.10 Authority to Enter Agreement. Each City has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each City has been properly authorized and empowered to sign this Agreement. The persons signing this Agreement hereby represent that they have authorization to sign on behalf of their respective City.

4.11 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

4.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.13 Assignment. No City may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Cities.

Exhibit "A" to Resolution No. 2014-004

4.14 Consents. Unless expressly stated otherwise, whenever the consent or the approval of a City is required herein, such City shall not unreasonably withhold, delay or deny such consent or approval.

4.15 Good Faith Negotiation; Dispute Mediation. Whenever a dispute or disagreement arises under the provisions of this Agreement, the Cities agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Cities shall refer the matter to outside mediation, the costs of which shall be shared equally, prior to engaging in litigation (unless delaying the filing of a lawsuit might result in the lawsuit being barred, including but not limited to a bar by a statute of limitations). The provisions of this Section 4.15 shall survive termination.

4.17 Survival of Covenants; No Third Party Beneficiaries. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Cities, pertaining to a period of time following the termination of this Agreement shall survive termination. This Agreement and all of its provisions are solely for the benefit of the Cities and NTECC, and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

4.18 Source of Payment. Each City paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying City or from funds otherwise lawfully available to the City for use in the payment of the City's obligations pursuant to this Agreement.

4.19 Force Majeure. No City shall be liable to any or all of the other Cities for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the City's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control. The affected City's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the City shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

(Signatures on Following Pages)

Exhibit "A" to Resolution No. 2014-004

SIGNED AND AGREED this _____ day of April, 2014.

TOWN OF ADDISON

By: _____
Lea Dunn, City Manager

ATTEST:

Chris Terry, City Secretary

APPROVED AS TO FORM:

City Attorney

SIGNED AND AGREED this _____ day of April, 2014.

CITY OF CARROLLTON

By: _____
Leonard Martin, City Manager

ATTEST:

Ashley D. Mitchell, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" to Resolution No. 2014-004

SIGNED AND AGREED this _____ day of April, 2014.

CITY OF COPPELL

By: _____
Clay Phillips, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

SIGNED AND AGREED this _____ day of April, 2014.

CITY OF FARMERS BRANCH

By: _____
Gary D. Greer, City Manager

ATTEST:

Angela Kelly, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" to Resolution No. 2014-004

SIGNED AND AGREED this ____ day of April, 2014.

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

By: _____
_____, President

Exhibit "A" to Resolution No. 2014-004

**EXHIBIT "A"
AMOUNT OF RENT PURSUANT TO LEASE**

Section 4(a) of the Lease relating to the amount of Rent to be paid reads as follows:

Minimum Annual Rental. Subject to any periods of beneficial occupancy or ramps set forth in this Section, Tenant agrees to pay to Landlord minimum annual rental in the amount of \$318,600.00, payable in monthly installments of \$26,550.00 each, calculated at \$2.25 per square foot (the "Base Rent"), in advance on the first day of each month during the Term. On the first anniversary of the Commencement Date, and each anniversary of the Commencement Date thereafter, the Base Rent shall increase by an amount equal to three percent (3.0%) of the Base Rent for the prior twelve months of the Term. All Base Rent and other charges payable hereunder by Tenant to Landlord shall be made to Landlord at the address set forth above, or other address provided by Landlord to Tenant. Tenant shall commence payment of Base Rent for the period beginning May 1, 2014 and shall have ramped billing for Base Rent in accordance with the following schedule through January 31, 2015:

Ramped Billing Schedule

Months During the Ramp Period	Monthly Base Rent
Commencement Date – May 1, 2014	\$0
May 1, 2014 – June 30, 2014	\$ 3,982.50 (15% of Base Rent)
July 1, 2014-October 31, 2014	\$7,965.00 (30% of Base Rent)
November 2014	\$13,275.00 (50% of Base Rent)
December 2014	\$18,585.00 (70% of Base Rent)
January 2015	\$23,895.00 (90% of Base Rent)
February 2015 and thereafter	\$26,550.00 (100% of Base Rent)(subject to adjustment pursuant to this Section 4(a))



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center, Inc. Board of Directors

FROM: Kevin B. Laughlin, NJDHS

AGENDA ITEM #6 – Consider Resolution No. 2014-005 Approving the Signing of a Lease Agreement with CyrusOne, LLC for Lease of Approximately 11,800 Square Feet in the Building Located at 1649 West Frankford Lane, Carrollton, Texas.

BACKGROUND:

After considering a number of possible sites, representatives of the Corporation’s owner Cities, with the assistance and guidance of Kevin Kearns, iXP Corporation, identified the CyrusOne building located at 1649 West Frankford Lane, Carrollton, Texas, as the best available location for a consolidated communications and dispatch center serving the public safety departments of the owner Cities. For the last several weeks, representatives of the owner Cities have negotiated a lease agreement for approximately 11,800 square feet of space in the CyrusOne building.

DISCUSSION: The key provisions of the proposed lease are as follows:

Lease Term:	15 years commencing May 1, 2014, and ending April 30, 2029
Extension of Lease Term	One five year extension optional
Base Rent	Initial Year Rent: \$318,600.00, payable in 12 monthly installments (with first year ramp up until tenant takes full possession of leased premises)
Annual Rent Adjustments	Increase of 3.0% over prior year Base Rent (including prior increases)
Additional Rent	Generally, none. Base Rent inclusive of all utilities, taxes, etc. Charges for excess electricity charges above and beyond that normally consumed in operations similar to Corporation’s could be assessed.
Landlord Improvement Costs	Estimated to be \$1.8 million. Payment to be made in three installments to CyrusOne (timing of payments still being negotiated at the time of writing this memo.

Other Provisions	<ol style="list-style-type: none">1. Lease space to be served by separate exterior door.2. Lease space to be served by dedicated back-up generator and UPS.3. Access to dedicated parking spaces for tenant.
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As of the writing of this memo, CyrusOne representatives and the Cities' attorney and representatives are still negotiating certain terms of the lease, and are working diligently to complete negotiations by close of the business week.

RECOMMENDATION:

Subject to completing negotiations on a final form of lease agreement, approve Resolution No. 2014-005.

ATTACHMENTS:

Draft of Resolution No. 2014-005 (without Exhibit "A")

RESOLUTION NO. 2014-005

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC., APPROVING A LEASE AGREEMENT WITH CYRUSONE LLC FOR APPROXIMATELY 11,800 SQUARE FEET IN THE BUILDING LOCATED AT 1649 WEST FRANKFORD ROAD, CARROLLTON, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, prior to the creating of North Texas Emergency Communications Center, Inc. (“the Corporation”), representatives of the Corporation’s owner cities identified space within the building located at 1649 West Frankford Road, Carrollton, Texas (“the Building”), as acceptable for location of the Corporation’s operations; and

WHEREAS, a lease agreement has been negotiated with CyrusOne, LLC, the owner of the Building, providing for the lease of approximately 11,800 square feet of space within the Building and use of associated facilities; and

WHEREAS, the Board finds it to be in the best interest of the Corporation to enter into the Lease Agreement with CyrusOne, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. THAT:

SECTION 1. The President of the Corporation is hereby authorized to sign on behalf of the Corporation the Lease Agreement with CyrusOne, LLC substantially in the form attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 2. This resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. THE 1ST DAY OF MAY, 2014.

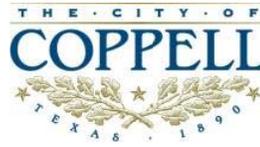
APPROVED:

President

ATTEST:

Secretary

EXHIBIT "A"
TO RESOLUTION 2014-005
(COPY OF FINAL DRAFT OF LEASE TO BE ATTACHED)



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center, Inc. Board of Directors

FROM: Kevin B. Laughlin, NJDHS

AGENDA ITEM #7 – Consider Appointment of Interim Executive Director for the Corporation.

BACKGROUND:

The Bylaws and prior discussions of the City Managers of the Corporation's owner Cities anticipate the selection of an Executive Director to manage and direct the day to day operations of NTECC. Because that final selection may be several weeks away, the Board may wish to appoint a person to serve in the role of an Executive Director until a permanent selection is made.

DISCUSSION:

For all intents, Kevin Kearns and iXP Corporation, pursuant to the consulting contract with the Town of Addison and paid by the Cities, will be conducting much of the duties of the Executive Director until one is selected. However, Mr. Kearns presently does not have the authority to perform the duties or to take the actions on behalf of the Corporation that the Bylaws assign to the Executive Director. Consequently, it may be appropriate to have Mr. Kearns serve as the Interim Executive Director.

As an alternative, because the agreement with iXP Corporation provides for the payment of additional fees for services not covered in the base fee, the Board may wish to appoint someone not affiliated with iXP Corporation to avoid any appearance of conflict of interest with respect to the management of the iXP agreement.

Because the activities of the Corporation are just starting, there does not appear to be any immediate need to have an executive director. Therefore, it is not critical that a decision regarding appointment of an interim Executive Director be made at this meeting. However, it is

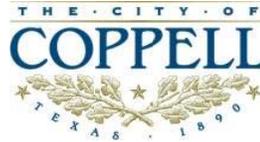
a topic which needs to be discussed by the Board in order that Mr. Kearns and others can be given some direction regarding the preference of the Board on this issue.

RECOMMENDATION:

Discuss options regarding appointment of an interim executive director and take any related action regarding such option, if the Board desires.

ATTACHMENTS:

None



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center, Inc. Board of Directors

FROM: Kevin B. Laughlin, NJDHS

AGENDA ITEM #8 – Consider Appointment of General Counsel for the Corporation.

BACKGROUND:

As part of the Interlocal Cooperation Agreement setting forth the Cities' agreement to create NTECC, Inc., the Cities agreed to jointly appoint the law firm of Nichols, Jackson, Dillard, Hager & Smith, LLP ("NJDHS") to perform the necessary legal work to create the corporation and jointly pay the legal fees related to such services.

DISCUSSION:

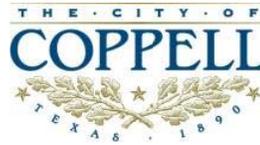
NTECC is a separate legal entity with the authority to enter contracts and, except as provided in the Bylaws, take actions independently (i.e., without the approval) of the Cities. In fact, one of the main purposes of creating NTECC was to have an entity in place that could take action quickly and more efficiently without requiring the approval of all four city councils every time the Corporation enters a contract, makes a policy change, or establishes operational guidelines and procedures. Because future contracts and other acts will be in the name of the Corporation, the Corporation will need an attorney with authority to act on behalf of the Corporation when dealing and negotiating with third parties. NJDHS desires to continue to represent the Cities as well as represent the Corporation as general counsel as the startup of the Corporation and communications/dispatch operations move forward. As the end of the implementation and start up of NTECC operations concludes, the Board can re-evaluate the legal representation of the Corporation going forward after center startup. This same re-evaluation can occur at any time.

RECOMMENDATION:

Discuss and take appropriate action in the form of a motion appointing a general counsel for the Corporation and authorizing the President to negotiate and sign any related engagement letter.

ATTACHMENTS:

None



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center, Inc. Board of Directors

FROM: Kevin B. Laughlin, NJDHS

AGENDA ITEM #9 – Consider Authorizing the Filing of an Application for an Assumed Name for the Corporation.

BACKGROUND:

During discussions relating to the naming of the corporation which would own and operate the dispatch center for the Cities, the ability to use the initials of the Corporation's name...NTECC...in various media, memos, etc, was discussed.

DISCUSSION:

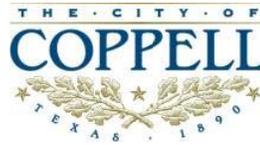
In order to conduct business using only the initials of the Corporation's name, an application for an assumed name certificate can be filed with the Texas Secretary of State. Such registration would prevent others within the state from using those initials as its official name. If the name of the Corporation and/or NTECC is eventually associated with a particular logo and service mark, the Corporation could seek to register its service mark to preserve the logo and the name.

RECOMMENDATION:

Discuss and take appropriate action in the form of a motion authorizing the general counsel to file the necessary applications to use "NTECC" as an assumed name.

ATTACHMENTS:

None



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center Board of Directors

FROM: Kevin Kearns, IXP

AGENDA ITEM #10 – Discussion of the Executive Director Recruitment and Selection Process

BACKGROUND:

The process of establishing the staffing of the regional communications center starts with the Director of the organization. A draft position description and selection process have been developed and are now being discussed by the Operations Committee and the HR Managers. This briefing and discussion with the Board of Directors will help guide those discussions so that a final draft position description and selection process can be established by the Board at your next meeting.

DISCUSSION:

Attached is the draft position description for the Director. The elements of this draft have been selected from a number of similar job descriptions at communications centers that serve multiple jurisdictions and the combined disciplines of law enforcement services, fire services and emergency medical services. In developing this draft, IXP tried to balance the needs and interests we've been identifying during meetings with the City Managers and your police and fire departments with job elements we've seen needed in the multi-jurisdictional and multi-disciplinary comm center setting. Discussion and feedback from you today, and in the near future will be integrated with observations from the Operations Committee and HR Managers and a subsequent draft will be circulated for a final review, edit and adoption process.

The Operations Committee and HR Managers have also been discussing a framework for a selection process for the Director. The following are the key elements of this process:

- Based on the approved position description, a recruiting brochure will be developed that provides information about the position and the communities being served.
- Position announcements will be developed in the formats needed to advertise the position in a wide variety of media that is directed at public safety communications professionals, such as APCO, NENA, IACP, IAFC, ICMA, etc.
- The application process would remain open for approximately 45 days to allow ample opportunity for the advertising to penetrate the potential market of candidates.
- Applications will be screened against the position requirements by a panel of personnel including a representative from the fire agencies, a representative from the law enforcement agencies and one or more of your HR managers. IXP would staff this function and assist in developing the screening documentation and keeping the process organized for subsequent actions.
- The applicants selected from this screening process would then be invited for personal interviews conducted by panels that included your Police Chiefs, Fire Chiefs and HR Managers. Two concepts are being considered:
 - One concept is to create two panels, with each panel representing a single discipline (Police or Fire). In this concept, the four Police Chiefs or the four Fire Chiefs, each panel also including an HR representative, would conduct an interview that explores both the overall dimensions of the candidate but also their specific experiences and skills in that discipline. Candidates would be interviewed by both panels in the same day, which would allow the Chiefs and your HR Managers to have direct interactions with all the candidates. After all candidates are interviewed (which may take multiple days depending on the size of the selected candidate pool) a consensus process would be used among all panel members to select the final pool of candidates for consideration by the Board of Directors.
 - The other concept is to create two panels, with each panel being composed of two Police Chiefs, two Fire Chiefs and at least one HR Manager. In this approach, candidates would only interview with a single panel and the interview would explore both their overall managerial skills and experience and their specific experiences and skills in the separate disciplines. In this approach, each group of Chiefs would only interact with half of the overall candidate pool so selection of the final pool of candidates to go forward in the process would be based more on their interview scoring than a combination of their scoring and a consensus discussion at the end of the process.
- From this first round of interviews, a small group of candidates would be selected to go forward into a final assessment and selection process by the Board. One or more assessment tools would be used to evaluate the candidates' managerial aptitudes and communications skills in advance of final interviews with the Board. This will allow the Board to take into consideration the combination of the evaluations from the panel

interviews and these assessment instruments as they enter into the final interviews with the candidates and selection of the individual to lead the new organization.

At the next meeting of the Board a final draft of this selection process will be completed and coming forward with a recommendation from the Operations Committee and HR Managers. In addition to the steps outlined above, there will also be a request for a policy decision on whether some level of travel costs will be covered for candidates being invited to the final interviews.

RECOMMENDATION:

This is an information item so there is no specific recommendation for action at this time.

ATTACHMENTS:

Initial Draft Position Description

North Texas Emergency Communications Center (NTECC)

Director of Communications

Basic Functions and Responsibilities:

This FLSA exempt position has full responsibility for assuring that all NTECC activities are performed within the scope of all federal and state laws covering public safety emergency dispatch services and within the policies adopted by the Board of Directors. This position plans and directs the operations of NTECC, a multi-jurisdictional and multi-disciplinary 9-1-1 and emergency communications organization, to ensure provision of emergency call receiving and dispatching services to the agencies being served and the public they protect. This position works with considerable independence under general direction from the Board of Directors (through this Board's Chairperson) and in close coordination with the Operations Committee. This position must demonstrate a strong leadership presence that promotes the NTECC mission, vision and strategic plans and provides the highest quality of service to the agencies and communities being served.

Essential Functions:

- Supervises and evaluates the Administrative Assistant, Technology Systems Manager, the Training Coordinator and the Shift Supervisors.
- Plans and administers 24-hour emergency call receiving and dispatching services for all participating agencies.
- Ensures full compliance with local, state, and federal laws while utilizing best practices to manage the financial, technical, personnel and operations of the NTECC.
- Works with the Operations Committee and the Board of Directors to develop administrative and operational policies and procedures to best meet the needs of the agencies and communities being served.
- Develops long and short range plans and strategies to ensure reliable emergency communications for multiple customer agencies.
- Reviews and authorizes RFP's, contracts for service and procurements within the policies established by the Board of Directors.
- Prepares agenda and coordinates Board of Directors and Operations Committee meetings and other official meetings of the NTECC.

- Represents the Center at local, regional and national organizations relating to public safety communications, establishing credibility in legislative and regulatory policy and industry alliances.
- Is responsible for being accessible to the communications center on a 7X24 basis other than during pre-arranged leave periods.
- Acts as primary contact for media relations.
- Reviews all inquiries and complaints received at the Center and signs off on their dispositions.
- Maintains oversight of the Center's operations and budget to ensure all functions are running efficiently and effectively.
- Develops and presents annual budget recommendations to the Board of Directors.
- Ensures the Center complies with required policies and procedures required by an Auditor or other accreditation or certification processes.
- Maintains oversight for all human resources and employee relations issues.
- Maintain oversight for all technical systems and related support through subordinate employees.
- Maintain oversight for new-hire and ongoing training and quality assurance processes through subordinate employees.
- Maintains high level of confidential and sensitive information in a discrete and professional manner.

Required Knowledge Skills and Abilities:

- Demonstrated ability to lead a diverse workforce that provides a consistent level of high-quality service across multiple communities and agencies.
- Thorough working knowledge of public safety communications strategies, practices and technologies.
- Demonstrated ability to apply industry best practices and procedures for public sector management including supervision and evaluation techniques, along with public sector budgetary, financial and accounting practices.
- Ability to plan and execute procurement and contracting processes within defined policies.
- Ability to communicate effectively orally, in person, by telephone and in writing through documents and computerized technologies.
- Ability to explain and discuss complex technical concepts and information related to the Center's operations to non-technical Boards and administrators.
- Be reliable, dependable and report for work on a consistent basis.

Required Education and Experience:

- Bachelors Degree in Business or Public Administration or related field.
- Successful work experience as a Director or Deputy Director of a multi-jurisdictional and multi-disciplinary communications center.

OR:

- Two years of college level courses including courses in Fire or Police administration, PLUS: Five (5) years of experience as a Director or Deputy Director of a multi-jurisdictional and multi-disciplinary communications center.
- Any equivalent combination of education, experience and training that provides the required knowledge, skills, and abilities, may be considered.

Licenses and Certification:

- Valid Texas State Driver's License and good driving record.

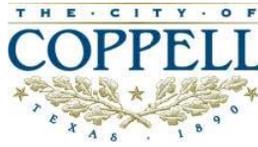
Work Environment:

- Office environment in an emergency communications center, subject to constant interruptions and occasional emergency situations.
- Occasional local and national travel required.

Physical, Sensory, Mental and other Requirement:

- Light lifting, carrying and pushing objects weighing up to 15 pounds.
- Dexterity of hands and fingers to operate standard office equipment, including computer keyboard.
- Sitting for extended periods of time.
- Adequate vision for reading and composition of written work product.
- Mental acuity to understand and process complex technical information.
- Hearing and speaking to exchange information, both in person, on the telephone, over the emergency radio and via computer.
- A criminal background check, psychological evaluation and polygraph evaluation will be conducted on all successful candidates prior to their being appointed to the position.

NTECC is an Equal Opportunity Employer and encourages applications from all persons without regard to race, creed, color, national origin, religion, gender, age, marital status, disability, sexual orientation, veteran status, or genetic information. NTECC provides reasonable accommodation to its employees and the public with disabilities, including veterans. For more information please contact NTECC.



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center Board of Directors

FROM: Kevin Kearns, IXP

AGENDA ITEM #11 – Discuss Radio System Console Issue and Other Radio System Issues Related to Consolidation Communications

BACKGROUND:

With the delays in getting the new organization founded and getting facility leasing and construction underway, the consolidated communications center will not be complete and ready for live operations at the same time that the radio system is complete and ready for service. Therefore, a decision needs to be made on whether to delay the go-live on the radio system to align with the readiness of the communications center, or to utilize some alternative approach to allow the radio system to go live and user agency radio deployments to be completed as planned, and provide temporary radio console capability at the existing communications centers to be used until the move to the new facility is completed.

DISCUSSION:

A series of meetings and discussions on this issue were conducted with Harris and IXP to explore the technical and operational characteristics of several options. From those discussions two viable options emerged:

- Temporarily utilize radio control station radios (already included in the Harris contract) attached to the current radio console systems at the dispatch centers.
- Temporarily install some number of the new radio consoles at the existing centers, and then move them to the consolidated center and or the backup communications center as those facilities are readied for live operations.

Harris has provided information and cost quotes for both of these options as well as the option to delay the go-live of the new radio system. This information is attached.

A combination of the communications center managers and the radio team met with Harris and IXP to explore these options in some detail, and the conclusion of that meeting was that proceeding with Option 2 was the best alternative. This approach would allow the new radio system to proceed as scheduled, allow the existing communications centers to learn the new console system separately from all the other 'new' things they will need to learn at the consolidated communications center, and allow the existing communications centers to have access to the full functionality of the radio system.

In addition to this issue, there may be other issues that emerge as the detailed planning for the consolidated communications center progresses, for example in the logging and recording solutions. In the discussions described above, there was also a consensus that it would probably be advisable to briefly hold off on issuing a change order for the console situation until these other issues can be resolved (if they even exist). Then, a single change order could be prepared for all of the radio system adjustments needed for the consolidated communications center.

RECOMMENDATION:

It is recommended that the Board affirm their agreement to the recommended approach so that the combined radio system and comm center planning efforts have clear direction on how they are proceeding.

ATTACHMENTS:

Harris console options handout

Metrocrest Alternative Options for Temporary Dispatch Coverage

Optional Solution 1 – Control Stations



- Utilize New Harris CS-7000 Control Stations w/Existing Consoles
 - Advantages
 - No learning curve to dispatchers (use existing Gold Elite consoles)
 - Easy to install (replaces existing back up Consolettes) and reprogram channel module
 - Already have new P25 control stations
 - Operates similar to back-up or interop control stations
 - Coppel currently operates this way
 - Disadvantages
 - No console GUI to work from
 - No dispatcher override
 - No emergency
 - No PTT-ID
 - Must give up back-up or interop control station “slots”
- Price: \$40,000.00
 - Covers installation, configuration, checkout and then removal once Cyrus One is ready.
 - Additional work would be needed by Xerox, too.

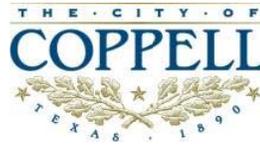
Optional Solution 2 – Symphony Consoles



- Utilize New Symphony Consoles
 - Advantages
 - Early and regular exposure; ability to train on new consoles
 - Can utilize existing console features (PTT-ID, emergency, dispatcher override)
 - Can operate on Gold Elite or CAD (with Baton)
 - Disadvantages
 - Requires network connectivity:
 - Addison: One (1) router at the PD connected to existing fiber from EOC
 - Coppell: One (1) router at the PD connected to new(?) fiber to WWWT
 - Farmers Branch: One (1) router at the PD connected to new(?) fiber to FB1
 - Network changes
 - Integration services
- Price: \$50,708.26
 - Hardware: 3 routers x \$3,569.42 = \$10,708.26
 - Covers hardware and installation, configuration, checkout and then removal once Cyrus One is ready.

Optional Solution 3 – Push Cutover 3 Months

- Push the current vehicle installation and cutover timeframe by three (3) months from Jan/Feb to Apr/May
 - Advantages
 - Easiest to implement
 - Additional time for testing, quality checks, and for first user group to operate on the new system
 - Disadvantages
 - Delay in final cutover and deployment
- Price: \$100,000.00



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center Board of Directors

FROM: Kevin Kearns, IXP

AGENDA ITEM #12 – Discussion of Human Resource, Pay and Benefit Recommendations

BACKGROUND:

As a newly established organization, the NTECC needs to develop its own compensation and benefit structures. The HR Managers from the four cities have been working to collect and analyze data to allow a package of compensation and benefit information to be forwarded to the Board for consideration and adoption. This work is continuing and it is expected that within the next 2-3 weeks the complete body of information will be available for your consideration and action.

DISCUSSION:

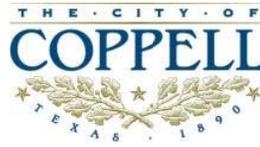
In addition to compensation and benefit information from the cities, each of the cities have also been reaching out to various potential service providers and consultants to collect comparable salary information and benefit package options and costs. Further detailed work is now underway to allow potential benefit service providers to refine their preliminary cost estimates so that more accurate cost information can be included in the package of information forwarded to the Board for consideration.

RECOMMENDATION:

There are no actions needed at this time.

ATTACHMENTS:

None



AGENDA ITEM MEMO

MEETING DATE: May 1, 2014

TO: North Texas Emergency Communications Center Board of Directors

FROM: Kevin Kearns, IXP

AGENDA ITEM #13 – Discuss Upcoming Meeting Dates and Possible Additional Meetings

BACKGROUND:

The originally envisioned schedule for the Board of Directors meetings was to meet on a monthly basis on the 1st Thursday of each month. Following this pattern, the meeting dates over the next few months would be:

- June 5th
- July 3rd
- August 7th
- September 4th

There is a sense that one or more of these dates may present scheduling problems for one or more of the Board members, and it is likely that holding only monthly meetings will not allow timely decisions on incremental issues during startup that could delay the project.

DISCUSSION:

In the early months of the project, there will be a number of incremental decisions that will require Board action. This will include things such as the organizational compensation and benefit strategies, position descriptions and selection processes for various positions, vendor selection and contracting decisions and a variety of similar actions. Timely consideration and decisions on these issues are important in allowing the project to move forward as expeditiously as possible.

RECOMMENDATION:

Meeting dates for at least the next four months, including mid-month meetings, should be confirmed so that other project activities can be scheduled to work within those targets. Mid-month meetings could be cancelled if there were no pressing issues that needed action, and updates on non-decision issues could be conducted through briefing memos.

ATTACHMENTS:

None