

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Nandita Berry  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF INCORPORATION OF

NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.  
FILE NUMBER: 801964401

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above corporation pursuant to the provisions of the Local Government Corporation Act have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated: 03/27/2014

Effective: 03/27/2014



*NANDITA BERRY*

Nandita Berry  
Secretary of State

MAR 27 2014

**CERTIFICATE OF FORMATION  
OF  
NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.**

**Corporations Section**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the Town of Addison, Texas, City of Carrollton, Texas, City of Coppell, Texas, or the City of Farmers Branch, Texas (collectively, the "Cities" and, each individually, a "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), and Chapter 394, Texas Local Government Code, do hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I  
Corporation Name**

The name of the corporation is the **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.** (the "Corporation").

**ARTICLE II  
Nature of Corporation**

The Corporation is a public non-profit corporation.

**ARTICLE III  
Duration of Corporation**

The period of duration of the Corporation shall be perpetual.

**ARTICLE IV  
Corporate Purpose and Authority**

4.01 The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of 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 "Facility") on behalf of the Cities, and to perform such other governmental purposes of the Cities, as may be determined from time to time by the City Councils of the Cities (the "City Councils"). 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 the Bylaws of the Corporation (the "Bylaws").

4.02 The Corporation is formed pursuant to the provisions of 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.

4.03 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 political subdivisions and units of governments.

4.04 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.

4.05 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 the Bylaws.

4.06 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.

4.07 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.

## **ARTICLE V**

### **No Members or Shareholders**

The Corporation shall have no members and shall have no stock.

**ARTICLE VI**  
**Board of Directors**

6.01 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 the Bylaws. The Board shall independently manage and operate the Facility in accordance with all applicable laws and documents, including this Certificate, the Bylaws, one or more Operations Agreements (as defined in the Interlocal Cooperation Agreement by and among the Cities effective January 27, 2014 (the "ILA")), and such other documents agreed to by the Cities and as the same may be amended from time to time.

6.02 The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII, below. 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. Subsequent Directors shall be appointed to the Board for a term of three (3) years as prescribed herein. Except as set forth in this Certificate or the Bylaws, any Director may be removed from office at any time, with or without cause, by the City responsible for the appointment of that Director.

6.03 The number of Directors shall be four (4), and shall be selected as follows:

A. The Town Council of the Town of Addison shall appoint one (1) Director who shall at all times during the term of office be the Addison City Manager;

B. The City Council of the City of Carrollton shall appoint one (1) Director, who shall at all times during the term of office be the Carrollton City Manager;

C. The City Council of the City of Coppell shall appoint one (1) Director, who shall at all times during the term of office be the Coppell City Manager; and

D. The City Council of the City of Farmers Branch shall appoint one (1) Director, who shall at all times during the term of office be the Farmers Branch City Manager.

6.04 The majority of the Directors must at all times be residents of the Cities.

6.05 Except as set forth in Section 6.02 above, Directors shall serve a term of office of three (3) years, with no limit imposed by this Certificate on the number of terms that a Director may serve.

6.06 Vacancies on the Board that occur before the end of a Director's term shall be filled in the same manner as appointments made pursuant to Article 6.03.

6.07 The Directors may be removed at any time, with or without cause, by the City appointing such Director.

6.08 All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws, so long as such Bylaws are not inconsistent with this Certificate of Formation or the laws of the State of Texas.

**ARTICLE VII**  
**Registered Office and Agent**

The street address of the initial registered office of the Corporation is 13000 William Dodson Parkway, Farmers Branch, Texas 75234, and the name of its initial registered agent at such address is Gary D. Greer.

**ARTICLE VIII**  
**Initial Directors**

The names, addresses and terms of office of the four (4) initial Directors are:

| <b>NAME</b>    | <b>ADDRESS</b>  | <b>TERM EXPIRES</b> |
|----------------|---|---------------------|
| Leonard Martin | 1945 E. Jackson Road<br>P.O. Box 110535 (75011-0535)<br>Carrollton, Texas 75006 | March 31, 2017      |
| Lea Dunn       | 5300 Belt Line Road<br>Dallas, Texas 75254-7606                                 | March 31, 2017      |
| Gary D. Greer  | 13000 William Dodson Parkway<br>Farmers Branch, Texas 75234                     | March 31, 2017      |
| Clay Phillips  | 255 E. Parkway Boulevard<br>Coppell, Texas 75019                                | March 31, 2017      |

**ARTICLE IX**  
**Incorporators**

The names and street addresses of the incorporators, each of whom resides within one of the Cities forming the Corporation are:

| <b>NAME</b>    | <b>ADDRESS</b>                                   |
|----------------|--|
| Leonard Martin | 2336 Castle Rock Road<br>Carrollton, Texas 75007 |
| John G. Murphy | 1628 Lomar Drive<br>Carrollton, Texas 75007      |
| Rex Redden     | 2000 Lavaca Trail<br>Carrollton, Texas 75007     |

| <b>NAME</b>       | <b>ADDRESS</b>   |
|-------------------|--|
| Ron Whitehead     | 3919 Bobbin<br>Addison, Texas 75001                        |
| John O'Neal       | 16300 Ledgemont Lane #2007<br>Addison, Texas 75001         |
| Jeff Sharp        | 15800 Spectrum #1404<br>Addison, Texas 75001               |
| Gary D. Greer     | 3316 Highland Meadows Drive<br>Farmers Branch, Texas 75234 |
| William P. Glancy | 3808 Wooded Creek<br>Farmers Branch, Texas 75234           |
| Ben Robinson      | 13824 Wooded Creek<br>Farmers Branch, Texas 75234          |
| Clay Phillips     | 444 Hidden Valley<br>Coppell, Texas 75019                  |
| Mario Canizares   | 102 Castlebury Court<br>Coppell, Texas 75019               |
| Mike Land         | 600 Allen Road<br>Coppell, Texas 75019                     |

**ARTICLE X**  
**Approval of Certificate of Formation by Cities**

Resolution No. R14-002 approving the form and substance of this Certificate of Formation was adopted by the City Council of the Town of Addison, Texas, on February 25, 2014.

Resolution No. 3689 approving the form and substance of this Certificate of Formation was adopted by the City Council of the City of Carrollton, Texas, on February 18, 2014.

Resolution No. 2014-0225.2 approving the form and substance of this Certificate of Formation was adopted by the City Council of the City of Coppell, Texas, on February 25, 2014.

Resolution No. 2014-021 approving the form and substance of this Certificate of Formation was adopted by the City Council of the City of Farmers Branch, Texas, on March 3, 2014.

**ARTICLE XI**  
**Director Liability**

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (ii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iii) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

**ARTICLE XII**  
**Limits on Use of Corporate Assets; Income of Corporation**

12.01 In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and regardless of any other provisions of this Certificate of Formation or the laws of the State of Texas, the Corporation shall not:

- A. permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes);
- B. devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise;
- C. participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and
- D. attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives.

No part of the Corporation's income shall inure to the benefit of any private interests.

12.02 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 other legal obligations of the Corporation, shall be retained by the Corporation and applied equitably as a credit to the charges to Cities for the operation and maintenance of the Facility, or distributed to the Cities in an equitable manner to be determined by the Board in accordance with the provisions of the Bylaws of the Corporation.

**ARTICLE XIII**  
**Corporation as Private Foundation**

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

**ARTICLE XIV**  
**Dissolution**

14.01 If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds or notes issued by and all obligations incurred by the Corporation or on behalf of the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law then in existence.

14.02 Subject to any restrictions contained in applicable state law, if each of the Cities considers and approves a concurrent resolution or ordinance directing the Board to proceed with the dissolution of the Corporation, the Board shall promptly proceed with the dissolution of the Corporation. The failure of the Board to promptly proceed with the dissolution of the Corporation in accordance with this Section 14.02 shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of this Certificate of Formation.

14.03 Upon the dissolution of the Corporation:

A. the assets of the Corporation shall be distributed among the Cities in accordance with the percentage of each City's contribution to the purchase of the assets of the Corporation; and

B. any remaining liabilities of the Corporation shall be allocated as follows:

(1) if the liability was incurred for the benefit of fewer than all of the Cities, the liability shall be allocated to those Cities for whom the benefit was incurred based on the agreement of the benefited Cities; and

(2) if the liability was incurred for the benefit of all of the Cities, the liability shall be based on the percentage of each City's contributions to the purchase of the assets of the Corporation.



Nothing in the Certificate shall prohibit the Cities from agreeing to an allocation of assets and liabilities contrary to this Section 14.03 provided such agreement is not contrary to applicable state law.

## **ARTICLE XV**

### **Indemnification of Directors and Officers**

15.01 *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article XV and the Bylaws of the Corporation, each person who was or is made a party or 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 for 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, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article XV shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article XV shall be deemed contract rights, and no amendment, modification or repeal of this Article XV shall have the effect of limiting or denying any such rights with respect to action taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article XV could involve indemnification for negligence or under theories of strict liability.

15.02 *Advance Payment.* The right to indemnification conferred in this Article XV 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 15.01 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 XV 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 XV or otherwise.

15.03 *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 XV, and the Corporation may

indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status of such a person to the same extent that it may indemnify and advance expenses to Directors under this Article XV.

15.04 *Appearance as a Witness.* Notwithstanding any other provision of this Article XV, 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 Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

15.05 *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article XV shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 15.03, above, may have or hereafter acquire under any law (common or statutory), provision of this Certificate of Formation or the Bylaws of the Corporation, agreement, or vote of disinterested Directors or otherwise.

15.06 *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, venture, 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 the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article XV.

15.07 *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article XV 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 12-month period immediately following the date of the indemnification or advance.

15.08 *Savings Clause.* If this Article XV 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 XV as to costs, charges and expenses (including attorneys' fees), judgments, fines and in 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 XV that shall not have been invalidated and to the fullest extent permitted by applicable law.

**ARTICLE XVI**  
**Amendments**

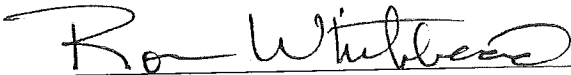
This Certificate of Formation may not be changed or amended unless approved in writing by each of the Cities.

**IN WITNESS WHEREOF**, we have hereunto set our hands on the dates indicated below.

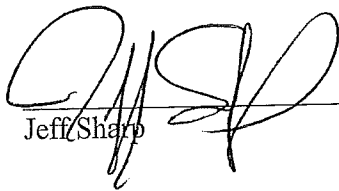
*(Incorporator Signatures on Following Pages)*

Exhibit A to Resolution No. 014-002

TOWN OF ADDISON INCORPORATORS

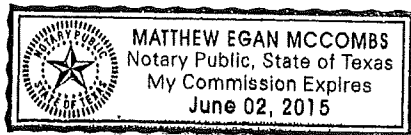
  
\_\_\_\_\_  
Ron Whitehead

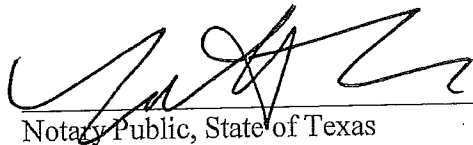
  
\_\_\_\_\_  
John O'Neal

  
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Jeff Sharp

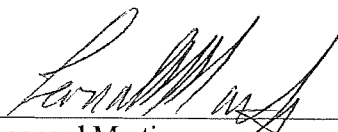
STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

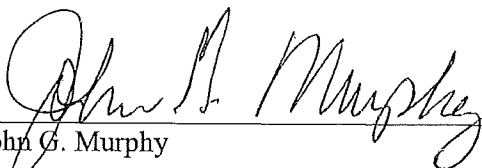
Before me, a notary public, on this 5 day of March, 2014, appeared **Ron Whitehead, John O'Neal, and Jeff Sharp**, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.



  
\_\_\_\_\_  
Notary Public, State of Texas

CITY OF CARROLLTON INCORPORATORS

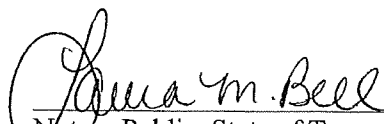
  
\_\_\_\_\_  
Leonard Martin

  
\_\_\_\_\_  
John G. Murphy

  
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Rex Redden

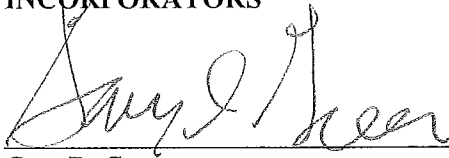
STATE OF TEXAS       §  
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COUNTY OF DALLAS   §

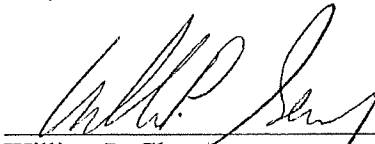
Before me, a notary public, on this 4 day of March, 2014, appeared **Leonard Martin, John G. Murphy, and Rex Redden**, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

  
\_\_\_\_\_  
Notary Public, State of Texas



CITY OF FARMERS BRANCH  
INCORPORATORS

  
\_\_\_\_\_  
Gary D. Greer

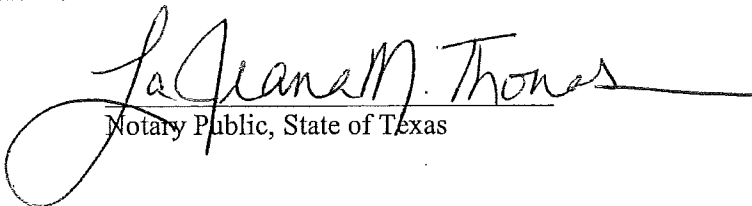
  
\_\_\_\_\_  
William P. Glancy

  
\_\_\_\_\_  
Ben Robinson

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

Before me, a notary public, on this 6 day of March, 2014, appeared **Gary D. Greer, William P. Glancy, and Ben Robinson**, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

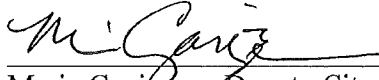


  
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Notary Public, State of Texas

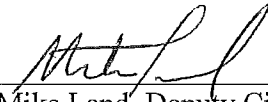
**CITY OF COPPELL INCORPORATORS**



Clay Phillips, City Manager



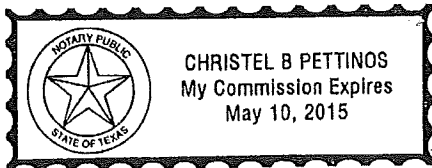
Mario Canizares, Deputy City Manager



Mike Land, Deputy City Manager

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS    §

Before me, a notary public, on this 4th day of March, 2014, appeared **Clay Phillips**, **Mario Canizares**, and **Mike Land**, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.



Notary Public, State of Texas