

A RESOLUTION ADOPTING THE WEAKLEY COUNTY 9-1-1 EMERGENCY COMMUNICATIONS BOARD INTER-LOCAL AGREEMENT IN WEAKLEY COUNTY

WHEREAS, Tennessee Code Annotated 7-86-105 (b) (6) requires an inter-local agreement between the Weakley County 9-1-1 Emergency Communications Board and any entity that receives funding from the 9-1-1 tariffs collected by such Board; and

WHEREAS, Weakley County 9-1-1 Emergency Communications provides direct monetary support to Weakley County through impact payments, equipment purchases, and personnel management; and

WHEREAS, the proposed inter-local agreement is attached and should be incorporated herein by reference as exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the county legislative body of Weakley County, Tennessee assembled in regular session on this the 17th day of November 2014 in Dresden, Tennessee that the inter-local agreement is adopted.

BE IT FURTHER RESOLVED that all resolutions of the Board of County Commissioners of Weakley County, Tennessee, which are in conflict with this resolution are hereby repealed.

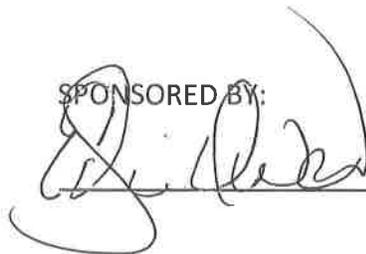
BE IT FURTHER RESOLVED that this resolution takes effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

PURSUANT TO THE RULES OF THE COMMISSION, THIS RESOLUTION IS SPONSORED BY THE FOLLOWING MEMBERS OF THE WEAKLEY COUNTY COMMISSIONERS:

SPONSORED BY:



SPONSORED BY:



ACKNOWLEDGED AND APPROVED:


Chairperson, Public Safety & Works Committee

ACKNOWLEDGED AND APPROVED

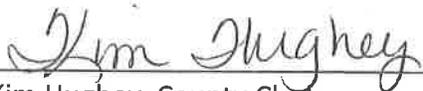

Chairperson, Financial Management Committee

Motion made by Commissioner Owen that the foregoing resolution be adopted: Motion seconded by Commissioner Overton.

Upon being put to a ^{voice} ~~roll-call~~ vote, Motion carried by a vote of 17

Yeas, 0 Nays, 0 Passed and 1 Absent.

ATTESTED:



Kim Hughey, County Clerk

APPROVED:



Jake Bynum, Chairperson, County Mayor

This is the 17th day of November, 2014.

- f. Master Clock to synch 911 and CAD
- g. Funds for training

Where funding is available and where approved by a majority vote of the 911 Board:

- a. Impact Payments to help offset 9-1-1 Telecommunicator Salaries
- b. CAD software
- c. Consoles
- d. 911 operator consoles, chairs, etc
- e. Construction of 911 facility (specific to 911 center operations only)
- f. Any other hardware, item, etc. and where permissible for the use of 911 funds under the rules of the State ECB and TCA, that are used for the maintenance, enhancement, delivery, and operation of 911.

The County of Weakley hereby agrees to be responsible for providing and/or enter an agreement to provide the following operational aspects of 911 services in the District:

- a. House and secure such 911 equipment in as good a condition as when received (ordinary wear and tear and casualty is expected).
- b. Provide personnel to answer the 911 call and dispatch the 911 call.
- c. Ensure that a proper environment is maintained for the 911 equipment.
- d. Ensure that every 911 call is recorded on media that can be archived for at least one year.
- e. Shall ensure that all 911 call-takers meet minimum employment and training standards established by the Tennessee Emergency Communications Board.
- f. Shall ensure that the PSAP meets all technical operating requirements/standards or other polices established by the Tennessee Emergency Communications Board.
- g. Shall be in compliance with any other laws or polices of the state of Tennessee related to 911 or emergency communications center operations.
- h. Shall be in compliance with the polices, rules, regulations of the Weakley County 911 ECD.
- i. Allow the Board, or its designated agents or representatives, unrestricted access to the PSAP facility at any time for the purpose of inspecting and maintaining the equipment.
- j. Utilize 911 equipment to its maximum potential for the purpose of fulfilling the objectives stated within the laws that established 911 for the State of Tennessee.

3. Funding. The District hereby agrees to be responsible for funding the following aspects of 911 service:

- a. The District agrees to provide funding to meet its operational obligations specified in section 2 of this agreement.
- b. The District shall be responsible for maintenance, repairs, 911 trunk lease lines, and any other cost directly associated with the 911 infrastructure.
- c. The District shall provide funding to meet State of Tennessee Emergency Communications Board technical/operation requirements, where said requirements are directly related to 911 and/or 911 call taking.

The parties hereby acknowledge that, consistent with Tenn. Code Ann. § 7-86-306(a)(1), reimbursements by the Tennessee Emergency Communications Board are subject to availability of funds.

4. State and Federal Compliance. The Parties hereby agree to fully comply with the applicable Policies, Orders, Regulations and Revenue and Operational Standards of the Tennessee Emergency Communications Board, the applicable rules, regulations and orders of the Federal Communications Commission and applicable federal and state laws in the performance of this agreement.

**INTER-LOCAL COOPERATION AGREEMENT
FOR
WEAKLEY COUNTY, TN EMERGENCY COMMUNICATIONS**

Pursuant to Tenn. Code Ann. § 7-86-105(b)(6), this Inter-local Cooperation Agreement for Emergency Communications (the "Agreement") is entered into by and among the County of Weakley, a political subdivision of the State of Tennessee and the Weakley County Emergency Communications District (the "District"), a municipality and public corporation created and established pursuant to Tenn. Code Ann. § 7-86-101, et seq.

WHEREAS, the District was established for the purpose of providing a system of emergency communications whereby a caller dialing 911 would immediately be connected to a public safety answering point that would quickly and efficiently assure that the appropriate emergency responders were notified; and

WHEREAS, such a system results in the saving of life, a reduction in the destruction of property, quicker apprehension of criminals and ultimately the saving of money; and

WHEREAS, the District was established as a statutory municipality or public corporation in perpetuity, authorized to fund its operations through a bona fide emergency telephone service charge on all service users within its borders, whether business or residential, public or private, profit making or not-for-profit, including governmental entities, and

WHEREAS, the parties desire to conduct certain operations related to emergency communications jointly as contemplated by Tenn. Code Ann. § 7-86-105(b) (6);

WHEREAS, the Weakley County Legislative Body authorized the execution of this agreement by its Board Action on November 17, 2014;

WHEREAS, the District, acting by and through its Board of Directors, authorized the execution of this agreement on September 11, 2014.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose. This Agreement is for the purpose of establishing the manner, terms and conditions by which the parties shall jointly provide 911 service in the District. For purposes of this agreement "911 service" means 911 service and wireless enhanced 911 services as those terms are defined in Tenn. Code Ann. § 7-86-103.

2. Cooperative Agreement. The Parties agree to jointly provide 911 services in the District as set forth below.

The District hereby agrees to for providing the following operational aspects of 911 services in the District:

At a minimum, the District shall be responsible for the following:

- a. 911 database management
- b. 911 addressing-mapping
- c. 911 GIS
- d. 911 infrastructure and hardware to deliver the call to the PSAP
- e. Infrastructure and hardware to allow the call taker to answer and interrogate the caller, and provide ANI/ALI and mapping location.

5. **Term.** This agreement shall continue until terminated by one of the parties, each party having the right to terminate the agreement upon written notice of 90 days.

6. **Records.** Each agency shall be responsible for maintaining their records in compliance with the laws of the State of Tennessee.

7. **Severability.** If any of the terms and conditions of this contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this agreement are declared severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 17th day of November, 2014.

For Weakley County Emergency Communications District

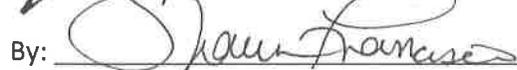
By: 

John Bucy, Board Chairman

For Weakley County, Tennessee

By: 

Jake Bynum, County Mayor

By: 

Shawn Francisco, Director of Finance

By: 

Kim Hughey, County Clerk