

RESOLUTION 2005 - 27

**RESOLUTION ADOPTING THE INTERLOCAL AGREEMENT TO ESTABLISH
A JOINT ECONOMIC & COMMUNITY DEVELOPMENT BOARD
IN WEAKLEY COUNTY**

WHEREAS, Tennessee Code Annotated § 5-1-113 provides that the county commission may authorize an interlocal agreement to establish a joint economic and community development board in Weakley County; and

WHEREAS, the original interlocal agreement was approved by the Weakley County Commission, Resolution #2001-45, on March 26, 2001; and

WHEREAS, amendments are needed to the 2001 interlocal agreement; and

WHEREAS, the proposed interlocal agreement is attached and should be incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Weakley County Legislative Body meeting in regular session in Dresden, Tennessee, on this 21st day of March 2005 that the attached interlocal agreement to establish a joint economic and community development board in Weakley County be approved.

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the Board of County Commissioners of Weakley County, Tennessee, which are in conflict with this resolution are hereby repealed.

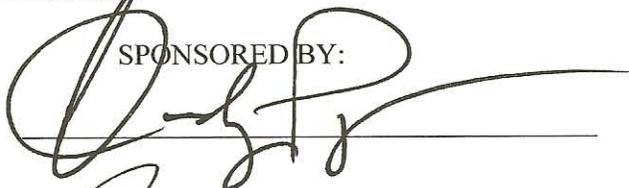
BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by a majority of the members of the Board of County Commissioners of Weakley County, Tennessee.

Pursuant To The Rules Of The Commission, This Resolution Is Sponsored By The Following Members Of The Weakley County Board Of County Commissioners:

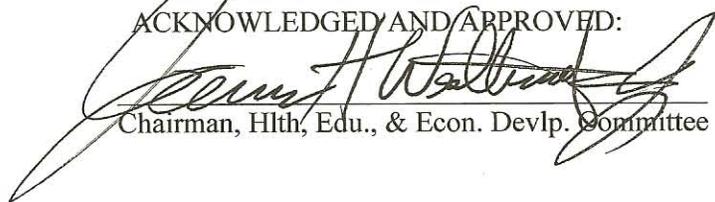
SPONSORED BY:



SPONSORED BY:



ACKNOWLEDGED AND APPROVED:


Chairman, Hlth, Edu., & Econ. Devlp. Committee

Motion made by Commissioner Westbrook that the foregoing resolution be adopted:

Motion seconded by Commissioner Hunt.

Upon being put to a roll call vote, Motion carried by a vote of 16 Yeas, 0 Nays,

0 Passed and 2 Absent.

ATTESTED:


Pat Scarbrough, County Clerk

APPROVED:


Richard Phebus, Chairman

This the 21st Day of March 2005.

APPROVED:


Ron Gifford, County Mayor

VETOED:

Ron Gifford, County Mayor

DATE:

03/24/05

DATE:

**INTERLOCAL AGREEMENT TO ESTABLISH A JOINT ECONOMIC AND
COMMUNITY DEVELOPMENT BOARD IN WEAKLEY COUNTY**

This Interlocal Agreement is made and entered into by and between the parties stated. This agreement amends a previous agreement between the parties stated and supersedes the prior agreement.

PARTIES

The parties to this Agreement shall be referred to as the participating governments and are as follows:

The County of Weakley, Tennessee
City of Dresden, Tennessee
City of Gleason, Tennessee
City of Greenfield, Tennessee
City of Martin, Tennessee
City of Sharon, Tennessee

RECITALS

This Interlocal Agreement is authorized by Tennessee Code Annotated, Section 5-1-113. This agreement is intended to comply with the participating government's obligations under Section 6-58-114, Tennessee Code Annotated.

AGREEMENTS

A. NAME. There is hereby created the Weakley County Economic Development Board, hereinafter referred to as the Board .

B. PURPOSE. The purpose and mission of the Board shall be as follows:

1. To develop, recommend, and direct a strategic plan of policies and actions that improve the economic well-being of the community and those activities and services which support economic growth and improve the quality of life of the community's members.
2. To encourage an entrepreneurial spirit among present businesses and citizens.
3. To help spawn expansions of local industry and businesses.
4. To seek out those enterprises which support the development of the future of the community as outlined in the strategic plan for the purpose of enticing them to locate in Weakley County.
5. To foster open communication among all groups in the county concerned with economic development including, but not limited to: residents; present industry and businesses; governments; educators; public and private developers; and other public organizations.
6. To develop recommendations regarding economic and community development and to advise the legislative bodies of the participating governments of those recommendations.

7. To recommend to the participating governments legislation related to the accomplishment of the Board's purpose.

C. MEMBERSHIP OF THE BOARD OF DIRECTORS. The Board will be directed by a Board of Directors (Board). The membership of the Board shall be composed and selected as follows:

1. The County Mayor of Weakley County, Tennessee.
2. The Chairman of the Health, Education, and Economic Development Committee of the Board of County Commissioners of Weakley County, Tennessee.
3. The Mayors of the Cities of Dresden, Gleason, Greenfield, Martin, and Sharon, Tennessee.
4. The Chair of the Weakley County Industrial Board.
5. Each City will be able to select one member for each ten percentage points, or major portion thereof, of the annual funding of the Board paid by the city. Each City will be able to select a minimum of one Board member. All members of the Board must be fulltime residents of Weakly County and approved by the appointing City board, but beyond that, each City will determine its own criteria for selection to the Board.
6. Weakley County will be represented by one member for each ten percentage points, or major portion thereof, of the annual funding of the Board paid by the County. Weakley County will be able to select a minimum of one Board member. All members of the Board representing the County must be fulltime residents of the County, nominated by the Health, Education, and Economic Development Committee of the Commission and approved by a majority of the Board of County Commissioners.
7. There is to always to be at least one member of the Board who owns land in Weakley County qualifying for classification and valuation under Tennessee Code Annotated, Title 67, Chapter 5, Part 10 (Greenbelt). In the event no member who is otherwise selected to serve on this Board meets these requirements, the County Mayor will annually designate a person to serve on the Board who does meet such qualifications. This designee will be nominated by the board of directors of the Weakley County Farm Bureau.

D. TERMS OF BOARD MEMBERS.

1. Board members serving by virtue of their positions in city and county government (mayors and HEED Committee chairman), their position as the chairman of the Weakly County Industrial Board, and their position as executive director of the Weakley County Chamber of Commerce will serve as long as they hold those positions . Once they no longer hold those positions, their successor will fill their position on the Board.
2. Representatives of the Cities and the County, once selected, will serve four-year terms. The appointing body may, if the person is no longer a resident of Weakley County, the person resigns their position, or for any other reason determined appropriate by the appointing body; replace a representing member at any time. The new person selected to fill the vacated position will then serve a four-year term. At the expiration of a member's term, the person may be reappointed if the appointing body chooses. If the portion of the Board's funding paid by either a City or the County falls to where the City or County no

longer qualifies for a position on the Board, all existing members of the board from that City or the County will be able to serve out the remainder of their Board term and the reduction in representation will be effected with the next expiring term for members representing that City or County.

E. RESPONSIBILITIES OF THE BOARD. The responsibilities of the Board shall be as follows:

1. To set policy and priorities.
2. To approve an annual operating budget and request funding from participating governmental bodies as set forth in the BUDGETS paragraph herein.
3. To hire and/or terminate employees of the organization or contract with other organizations for the necessary administration and management of Board activities and responsibilities.
4. To develop and maintain a strategic, long-range economic and community development plan.
5. To coordinate economic and community development activities with existing governmental agencies.
6. To make periodic progress and status reports to appropriate governmental bodies.
7. To affix the compensation, if any, of all Board members, officers, and employees of the Board.
8. To hold regular meetings, the frequency of which must be at least quarterly.
9. To annually elect officers to positions as needed. At least the following officers shall be elected: Chair, Vice-Chair, and Secretary-Treasurer. The Chair shall call regular and special meetings of the Board and Executive Committee and preside over all meetings. The Vice-Chair shall serve in the Chair's absence. The Secretary-Treasurer shall keep minutes of all meetings and shall oversee the financial affairs of the Board. The Chair, Vice-Chair, and Secretary-Treasurer must be regular members of the Board.
10. To appoint ad hoc committees and advisory groups as deemed desirable.
11. To perform other duties as may be assigned by the participating governments.

F. EX OFFICIO MEMBERS OF BOARD. The following shall be an ex-officio non-voting member of the Board by virtue of their position: Executive Director of the Weakley County Chamber of Commerce.

The Board may provide for additional ex-officio non-voting members on such terms and conditions as the Board deems desirable.

G. COMPOSITION OF EXECUTIVE COMMITTEE. The Executive committee shall be composed of the following members:

1. The Chair, Vice Chair, and Secretary-Treasurer of the Board ,
2. County Mayor of Weakley County, Tennessee,
3. The Mayors of the Cities of Dresden, Gleason, Greenfield, Martin, and Sharon, Tennessee.
4. At least one additional person from each city and county selected from the appointed board members.

H. RESPONSIBILITIES OF EXECUTIVE COMMITTEE. The Executive Committee shall have the following responsibilities:

1. To administer policies of the Board ,
2. To recommend an annual operating budget for the Board to the Board,
3. To recommend the hiring and/or termination of employees of the organization and their compensation,
4. To supervise the daily operations of the organization,
5. To hold regular meetings, the frequency of which must be at least eight times per year,
6. To meet as often as needed in addition to regular meetings,
7. To annually select officers of the Executive Committee. The Chair, Vice-Chair, and Secretary Treasurer of the Board will hold similar positions on the Executive Committee. Other officer positions will be selected as needed.

I. TERMS OF EXECUTIVE COMMITTEE MEMBERS.

Mayor members shall serve by virtue of their positions. Additional persons provided for in Section G(4) shall serve a term of two (2) years. Three (3) of the original appointees shall serve for one (1) year and three (3) original appointees shall serve for two (2) years.

J. FUNDING.

The activities of the Board shall be jointly funded by the participating governments. The formula for determining the amount of funds due from each participating government shall be determined by adding the population of the entire county as established by the Federal Decennial census to the populations of each city as determined by the last Federal Decennial census, or Special Census as provided for in T.C.A. Section 6-51-114, and then determining the percentage that the population of each government entity bears to the total amount.

In the event a Special Census has been certified pursuant to Tennessee Code Annotated 6-51-114 during the five (5) year period following certification of the last Federal Decennial Census, the formula shall be adjusted to reflect the result of the Special Census. However, such adjustment shall only be made during the fifth year following the certification of a Federal Decennial Census. Based on the 2000 Federal Decennial Census, the contribution percentages of each government shall be as follows:

Dresden	8.20%
Gleason	4.20%
Greenfield	6.30%
Martin	30.10%
Sharon	2.80%
Weakley County	48.40%

The Board is authorized to accept and expend donations, grants and payments from persons and entities other than the participating governments.

K. BUDGETS.

An annual budget to fund the activities of the Board shall be recommended by the Executive Committee to the Board which shall adopt a budget before the first day of April of each year. The funding formula percentages established in the FUNDING section above shall then be applied to the total amount budgeted by the Board as the participating governments' contributions for the ensuing fiscal year. The budget and a statement of the amount due from each participating government shall be immediately filed with the appropriate officer of each participating government. In the event a participating government does not fully fund its contribution, the Board may establish and impose such sanctions or conditions as it deems proper.

L. MISCELLANEOUS PROVISIONS.

1. QUORUM. A Quorum shall be a majority of the members of the Board, the executive committee or subcommittees thereof, as applicable.
2. MOTIONS and RULES of ORDER. A motion shall be deemed approved if it receives the affirmative votes of a majority of the members present and voting. Business of the Board and Executive Committee will be conducted according to the latest issue of the Roberts Rules of Order.
3. ELECTIONS. A person shall be deemed elected if he receives the votes of a majority of the members present and voting.
4. COUNTY AGENCY. The Board shall be an agency of Weakley County Government. Specifically for the purposes of the Governmental Tort Liability Act, the Board shall be considered an agency of Weakley County Government and its employees and agents shall be accorded and subject to such rules, benefits and protections as may be provided other agencies of Weakley County Government.
5. ACCOUNTS. The Board shall maintain an account separate and apart from the accounts and funds of each of the participating governments or organizations with which the Board may contract for services. Funds remaining in the account of the Board at the end of each fiscal year shall not revert to any of the participating governments but shall specifically remain funds and property of the Board. The Board shall not have the authority to bind or obligate the funds or assets of the participating governments. The Board shall likewise have no power to pledge the general credit or taxing power of a participating government.
6. SUCCESSORS. In the event the structure of a participating government changes, or in the event an organization that elects or appoints members to the Board becomes non-functional in the opinion of the Board, the Board shall designate substitute persons to serve on the Board for a period not to exceed one year during which time amendments to this Agreement may be proposed and approved by the participating governments.

7. FISCAL YEAR. The fiscal year of the Board shall begin on the first day of July of each year.

8. FISCAL STANDARDS. The Board shall meet the financial, accounting, and purchasing standards established by law for Weakley County and shall utilize the services of the purchasing agent of Weakley County. The Board shall establish the amount of Fidelity Bonds for all persons authorized to disburse funds of the Board and may provide for the payment of the premium for such Bonds from the assets of the Board.

9. EMPLOYEES. The Board may employ and pay compensation to such employees and agents, including professional service providers, as the Board shall deem desirable.

10. OPEN MEETINGS. All meetings of the Board shall be open to the public after reasonable notice thereof is publicly posted.

M. AMENDMENTS.

This Agreement may be amended by the adoption of any such amendments by the legislative bodies of the participating governments.

N. DISSOLUTION.

The Board shall be dissolved and this Agreement terminated in the event the legislative bodies of Weakley County and the Cities of Dresden, Gleason, Greenfield, Martin, and Sharon, Tennessee approve such dissolution by majority vote. However, no motion to dissolve nor to withdraw from participation shall become effective for the ensuing fiscal year unless notice thereof is given to the other participating governments at least (6) months prior to the beginning of the Board's fiscal year. Upon the dissolution of the Board, all funds remaining in the Board's account(s) shall be paid to the participating governments according to the funding formula established by the FUNDING section above, which is then in effect.

O. EFFECTIVE DATE.

This Agreement shall become effective upon its approval by the body of Weakley County, Tennessee and the legislative bodies of the Cities of Dresden, Gleason, Greenfield, Martin, and Sharon. The Board may provide for the inclusion of representatives of any additional cities incorporated in Weakley County. This Agreement shall become effective as to any such additional city upon its approval by the legislative body of any such city.

P. EXECUTION.

The participating governments evidence their approval of these January 2005 amendments to this Agreement by the signatures below of the authorized representatives of such participating governments. By such signatures, each officer executing this Agreement and each participating government represents to the other participating governments that this Agreement has been duly and lawfully approved by the participating government they represent.



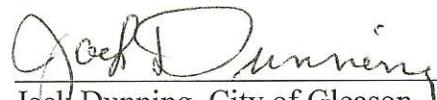
Ron Gifford, Weakley County Mayor

03/24/05
Date



Danny Forrester, City of Dresden

03/29/05
Date



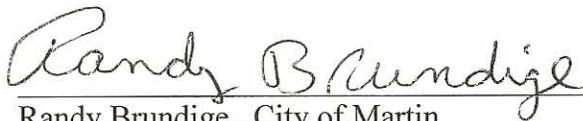
Jack Dunning, City of Gleason

03/31/05
Date



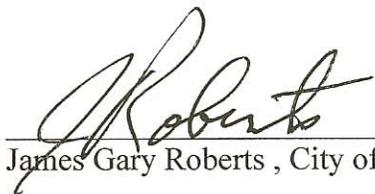
Eddie Joe McKelvey, City of Greenfield

03/30/05
Date



Randy Brundige, City of Martin

04/7/05
Date



James Gary Roberts, City of Sharon

4/7/05
Date