

**TWIN COUNTY 9-1-1 REGIONAL COMMISSION  
JOINT SERVICES AGREEMENT**

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and among the Counties of Grayson and Carroll, and the City of Galax, Virginia (hereinafter, the "Member Jurisdictions").

**WHEREAS**, the Member Jurisdictions duly established the Twin County E-911 Regional Commission (the "Commission") as a joint entity in 1989 by actions of their respective governing bodies in order to serve the public of the Member Jurisdictions by establishing, developing, maintaining and operating a regional integrated 9-1-1 telephone response and dispatch system; and

**WHEREAS**, the Commission has developed, operated and maintained the regional system, and has continuously operated in accordance with the purposes for which it was established since that time; and

**WHEREAS**, the Member Jurisdictions wish to update and revise the Commission's organizational documents due to statutory revisions over the years entailing changes in the Commonwealth's funding mechanisms and other changes to the Code of Virginia over time; and,

**WHEREAS**, Va. Code § 15.2-1300 provides that local governments may enter into agreements for joint or cooperative exercise of any power, privilege or authority which each is capable of exercising individually, and pursuant to Va. Code § 56-484.16 each of the Member Jurisdictions is responsible for ensuring that its territory is provided 911 services through a Public Safety Answering Point ("PSAP") and each of the Member Jurisdictions is individually capable of establishing a PSAP and providing management, governance and oversight to the same; and

**WHEREAS**, the Member Jurisdictions desire to update the terms under which the Joint entity will continue to operate, and confirm the formation of the Commission as a joint entity to be governed and operated as provided herein.

**NOW, THEREFORE**, the parties do mutually covenant and agree as follows:

**Article I - Entity**

**Section 1. Formation/Ratification of Twin County 9-1-1 Regional Commission.** The Member Jurisdictions acting pursuant to authority granted to them under Va. Code § 15.2-1300 hereby recognize, ratify, confirm and create the Twin County 9-1-1 Regional Commission (the "Commission") as an entity that may exercise the powers set forth in this Agreement.

**Section 2. Commission Membership.** The Member Jurisdictions of the Commission shall be the Counties of Grayson and Carroll, and the City of Galax.

## **Article II – Commission Board Membership**

Section 1. **Commission Board Membership.** The Commission shall be governed by a Board of Directors (the “Board”) which shall consist of six (6) members, composed of the following:

1. One (1) administrative officer for the City of Galax (the City Manager, or his/her designee);
2. One (1) administrative officer for the County of Carroll (the County Administrator, or his/her designee);
3. One (1) administrative officer for the County of Grayson (the County Administrator or his/her designee);
4. One (1) member of the Galax City Council;
5. One (1) member of the Carroll County Board of Supervisors;
6. One (1) member of the Grayson County Board of Supervisors;

Section 2. **Term of Representatives.** Each Member Jurisdiction shall determine the length of term for its Representatives on the Board; however, no person selected as an administrative officer of the Member Jurisdiction can continue to serve as Board member if he ceases to be an employee of the Member Jurisdiction. Each Member Jurisdiction shall be responsible for filling any vacancy of its Representatives. Any member of the Board so appointed notwithstanding the expiration of his or her term shall continue to serve until a successor is selected and qualified.

Section 3. **Policy Making Authority.** Every Board member shall have the authority to speak affirmatively for the Member Jurisdiction and to commit the Commission to a course of action.

Section 4. **Removal of Member.** A Board member may be removed from office in accordance with the by-laws and governing rules of the Member Jurisdiction that appointed the Board Member.

## **Article III - Purpose and Powers**

Section 1. **Purpose.** The purpose of the Commission shall be to establish, operate, maintain and expand as necessary a regional integrated 9-1-1 telephone response and dispatch system, serving the Member Jurisdictions, which meets or exceeds the minimum standards as may be promulgated by the Commonwealth of Virginia from time to time, acting through its duly authorized agencies.

Section 2. **General Powers.** The Commission shall engage in all things necessary or convenient to carry out its purpose of service to the Member Jurisdictions. Such powers shall include, without limitation, the authority to:

- A. To sue, be sued, complain and defend in its name, however nothing herein shall be construed to operate as a waiver of sovereign immunity by the Member Jurisdictions or by the Commission.
- B. To adopt and amend bylaws, not inconsistent with this Agreement or with the laws of the Commonwealth, for managing the business and regulating the affairs of the Commission.
- C. To hire an 9-1-1 Coordinator and oversee, discipline and discharge said coordinator as appropriate.
- D. To create additional employment positions as may be necessary to assist the 9-1-1 Coordinator in achieving the purposes of the Commission, and to define the job descriptions, salaries and benefits of the 9-1-1 Coordinator and subordinate employees, including retirement and deferred compensation plans, health and life insurance, and other leave and pay benefits as the Board determines is consistent with the practices within the Member Jurisdictions. The authority to make personnel decisions relating to hiring, discharging and disciplining of employees, as well as decisions relating to salaries and benefits may be delegated by the Board to the 9-1-1 Coordinator.
- E. To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use and otherwise deal with, real or personal property, or any legal or equitable interest in property, wherever located for purposes of furthering its purpose as set forth herein.
- F. To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property.
- G. To make contracts, apply for grant funds, incur liabilities, borrow, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income. Such contracts and other instruments shall be executed by the 9-1-1 Coordinator upon due authorization from the Board.
- H. To receive and disburse revenue as may be necessary in the administration of the Commission's operations.
- I. To approve an annual budget, and provide continuing fiscal oversight of all funds received and expended.
- J. To invest and reinvest its funds.
- K. To elect officers and establish policies to define and control their duties.
- L. To obtain and maintain a policy or policies of insurance deemed necessary or advisable to protect the Commission, its officers, employees or member jurisdictions from any and all casualty, injury, loss, claims, actions or causes of

actions which may occur or arise in the course of or due to the activities of the Commission, including but not limited to worker's compensation policies.

- M. To employ legal counsel, accountants, and other advisors as the Board deems necessary.
- N. To have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Commission is organized.

Section 3. **Ratification of Commission Actions.** The Member Jurisdictions hereby ratify and confirm all actions taken by the Commission from the date of its formation to the effective date of this Agreement.

#### **Article IV - Governance**

Section 1. **Twin County 911 Regional Commission Meetings and Officers.** The Board shall meet as determined by its members through its duly adopted bylaws. The Board shall elect from its membership such officers upon such terms as may be provided for in the bylaws.

Section 2. **Twin County 911 Regional Commission By-Laws.** The Twin County 9-1-1 Regional Commission may adopt operational and procedural bylaws consistent with this Agreement, applicable federal and state laws, and rules and regulations pursuant thereto. Such bylaws shall be adopted or amended by a majority of the members of the Board.

Section 3. **Roberts Rules of Order.** Roberts Rules of Order (revised) shall govern the proceedings of the Board insofar as they do not conflict with applicable law or administrative rules or bylaws duly adopted by the Board.

Section 4. **Quorum.** A minimum of one (1) member from each of the jurisdictions shall constitute a quorum.

Section 5. **Voting.** Unless otherwise required by state or federal law, all votes shall be approved by a simple majority of the Board members present and serving.

Section 6. **Minutes.** Written minutes shall be kept on all meetings. Such minutes shall state succinctly the substance of the matters considered and all votes taken.

#### **Article V - Operational Provisions**

Section 1. **Designation of Fiscal Agent.** The Member Jurisdictions hereby designate the City of Galax as the fiscal agent for the Commission. The Commission Board may, with the consent of the Member Jurisdictions designate a different fiscal agent and/or grant recipient, in the event such is necessary or advisable for purposes of managing the day to day financial operations of the Commission, or for purposes of obtaining state or federal grants or other funds.

Section 2. **9-1-1 Coordinator Duties.** The duties of the 9-1-1 Coordinator shall include, but not be limited to:

- A. Managing day to day operations of the Commission.
- B. Employing, discharging, and otherwise managing all staff of the Commission.
- C. Attend meetings of the Commission Board and make such reports as deemed appropriate by the Board regarding Commission finances, operations, staffing and other activities or undertakings of the Commission.
- D. Perform any and all duties assigned to the 9-1-1 Coordinator under the Bylaws.

### **Article VI—Duration and Termination/Dissolution**

Section 1. **Duration.** The duration of the Commission shall be perpetual unless and until dissolution as provided herein.

Section 2. **Dissolution of the Commission.** This Agreement may be terminated and the Commission dissolved upon the occurrence of any of the following events:

- A. Approval by ordinance of an agreement which supersedes or rescinds this Agreement by all Member Jurisdictions; or
- B. Termination by ordinance of one of the member jurisdictions with 180 days' notice prior to withdrawal; or
- C. Termination by mutual agreement of all Member Jurisdictions by ordinance passed by each.

Section 3. **Commission Property upon Dissolution.** Upon dissolution, all the assets or property of the Commission, including but not limited to real and personal property, accounts, equipment or supplies shall be distributed among the Member Jurisdictions as they may mutually agree, or in absence of such agreement, in proportion to the funding contributions made to population of each Member Jurisdiction. In instances of withdrawal by one jurisdiction, no asset shall be removed from the Commission that will jeopardize 911 operations.

**Article VIII - Miscellaneous**

Section 1. **Effective Date of Agreement.** This Agreement shall be effective upon approval by ordinance by the governing bodies of all of the Member Jurisdictions and execution by the chief elected officials thereof.

Section 2. **Amendments.** The Member Jurisdictions may amend this Agreement by ordinance upon approval of a written amendment by all of their governing bodies and execution by the chief elected officials thereof.

Section 3. **Repeal of Prior Agreements.** This Agreement shall repeal and supersede any and all prior written or oral agreements to the extent they conflict with this Agreement, however all actions taken in the past by GGEMS up to the date of this Agreement are hereby ratified and confirmed.

Section 4. **Effective.** This Agreement shall be effective when approved by ordinance by the County Board of Supervisors/City Council of each Member Jurisdiction and executed by the chief elected official thereof pursuant to said ordinance.

Section 6. **Severability.** Should any part of this Agreement be invalidated otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdictions.

Chair, Board of Supervisors  
GRAYSON COUNTY

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Mayor  
CITY OF GALAX

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Chair, Board of Supervisors  
CARROLL COUNTY

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Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_