

## July 18, 2016 County Commission Meeting

- Appointments, Res. 1-07-16
- Interlocal Cooperative Agreement, Henry Co. ECD and HCSO – Res. 2-07-16

STATE OF TENNESSEE  
COUNTY OF HENRY...

Be it remembered that the County Commission met in a regular session at the Courthouse in Henry County, Tennessee on July 18, 2016 at 5:00 p.m. Present and presiding the Honorable Brent Greer, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Monte Belew.

ITEM NO. 2 The invocation was led by Commissioner Humphreys.

ITEM NO. 3 The pledge to the flag was led by Commissioner Webb.

ITEM NO. 4 Roll Call

The following Commissioners were present: Wesley Bradley, Dell Carter, Greg Carter, Bobby Freeman, Randy Gean, Kenneth Humphreys, Don Jones, Paul Mathenia, Connie McSwain, Paul Neal, Monte Starks, Marty Visser, and David Webb. Absent: Kreg Kyle and James Travis.

ITEM NO. 5 Citizen's Forum

NONE AND THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum – Commissioner McSwain informed the Commission that 300 plus students had signed up for the library's summer reading program.

THE CHAIR CLOSED THE FORUM

00 026

ROEL GALL  
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
 PARIS, TENNESSEE

Commissioner Jones presented and made a motion to approve Resolution 1-07-16, to appoint certain citizens and commissioners to various boards, committees, and positions. The motion was seconded by Commissioner Bradley.

ITEM NO. 7

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY				X				
CARTER, DELL								
CARTER, GREG								
FREEMAN, BOBBY								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON			X					
KYLE, KREG								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 7-18-16

**RESOLUTION NO. 1-07-16**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPOINT CERTAIN CITIZENS AND COMMISSIONERS TO VARIOUS BOARDS, COMMITTEES, AND POSITIONS**

**WHEREAS**, certain vacancies now exist on various boards, committees, and commissions, and in various positions of Henry County, Tennessee; and

**WHEREAS**, it is the duty and responsibility of the Board of Commissioners of Henry County, Tennessee to appoint certain qualified citizens and Henry County Commissioners to fill the said vacancies; and

**WHEREAS**, the Board of Commissioners has examined and evaluated the qualifications of certain citizens and County Commissioners for appointment to the said boards, committees, commissions, and positions.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 18<sup>th</sup> day of July, 2016, a majority or more of said Commissioners concurring, that:

SECTION 1. The following be and hereby are appointed to County

Coroner with terms as follows:

- a. Danny Tucker - 2 year term expires July 2016, with new term ending July 2018.

SECTION 2. The following be and hereby are appointed to Assistant

County Coroner with terms as follows:

- a. M. L. Bailey - 2 year term expires July 2016, with new term ending July 2018.

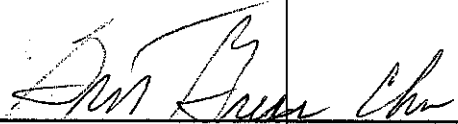
**BE IT FURTHER RESOLVED** that any and all acts previously passed by this Board of County Commissioners which are in conflict with

this Resolution be and hereby are rescinded, repealed, and are of no effect whatsoever.

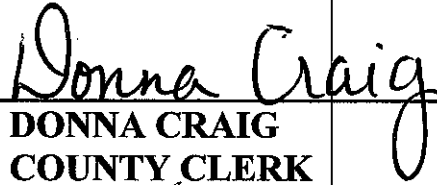
**BE IT FURTHER RESOLVED** that this Resolution shall take effect upon its passage by this Board of County Commissioners and approval by the County Mayor, the public welfare requiring it.

**BE IT FINALLY RESOLVED** that a true copy of this Resolution be spread upon the Commission record of this date.

**PASSED** 7-18-16



**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**



**DONNA CRAIG  
COUNTY CLERK**

**APPROVED** 7-18-16



**BRENT GREER  
HENRY COUNTY MAYOR**

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
PARIS, TENNESSEE

A motion was made by Commissioner Visser and seconded by Commissioner Starks to approve the Consent Agenda, which consists of the following: Minutes of the meetings of June 20, 2016 and June 30, 2016, various quarterly reports/year end reports, Henry County Medical Center statement of cash flow, Trustee's month end report, report of property tax collections to date, report of total revenue collections to date, and the following Notary Public designations: Nicole Holland, Desiree Rogers, Alicia N. Moyer, Karen Chandler, Hailee Fincher, Scott Nanney, and Jeffrey K. Webb.

ITEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY								
CARTER, DELL								
CARTER, GREG								
FREEMAN, BOBBY								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
STARKS, MONTE				X				
TRAVIS, JAMES								
VISSER, MARTY			X					
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 7-18-16

00 030

ROLL CALL

COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
PARIS, TENNESSEE

A motion was made by Commissioner Starks and seconded by Commissioner Greg Carter to approve Resolution 2-07-16, to approve an interlocal cooperative agreement re: backup PSAP/equipment/training – Henry County ECD and Henry County Sheriff's Department.

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY					X			
CARTER, DELL					X			
CARTER, GREG				X	X			
FREEMAN, BOBBY					X			
GEAN, RANDY					X			
HUMPHREYS, KENNETH					X			
JONES, DON					X			
KYLE, KREG	X							
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
STARKS, MONTE			X		X			
TRAVIS, JAMES	X							
VISSER, MARTY					X			
WEBB, DAVID					X			
TOTAL	2				13			

MOTION CARRIED

DATE : 7-18-16

**RESOLUTION NO. 2-07-16**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO APPROVE AN INTERLOCAL  
COOPERATIVE AGREEMENT RE: BACKUP PSAP/ EQUIPMENT/  
TRAINING- HENRY COUNTY ECD AND  
HENRY COUNTY SHERIFF'S DEPARTMENT**

This agreement is made this 1st Day of July 2015 by and between the Henry County Sheriff's Department, hereinafter referred as "HCS D"; and the Henry County Emergency Communications District, hereinafter referred as "HCECD";

**WHEREAS**, the HCS D is the chief law enforcement agency in Henry County existing under the state constitution of Tennessee; and

**WHEREAS**, the HCS D dispatch presently dispatches to Henry County law enforcement and acts as a backup and secondary 911 public safety answering point to the primary 911 dispatch center at the City of Paris City Hall; and

**WHEREAS**, the HCECD has requested the HCS D to provide communication, dispatch, and 911 telephone calls directed to the HCS D by the primary 911 dispatch center and those calls relayed by radio or other appropriate means; and

**WHEREAS**, the HCS D is willing to provide the requested 911 communication, dispatch, and other related services and handle telephone calls as necessary and refer those calls by 911 customers by radio or other appropriate means; and

**WHEREAS**, the HCECD and the HCS D recognize the mutual benefit of utilizing the HCS D dispatching service as a backup and secondary 911 public safety answering point in addition to the primary 911 dispatch center; and

**WHEREAS**, the HCECD will provide equipment necessary to allow the HCS D to act as a backup and secondary 911 public safety answering point to the primary 911 dispatch center, pursuant to the availability of funds and approval from the HCECD Board; and

**WHEREAS**, the HCECD will provide 911 dispatch training to the HCS D dispatchers, subject to the approval of the 911 Director and the availability of funds.

**WHEREAS**, the HCS D agrees to complete training assignments given by the 911 Director to the HCS D dispatchers and follow the State of Tennessee dispatcher training guidelines under the Department of Commerce and Insurance/ Emergency Communications Board, Chapter 0780-06-02 Titled "Dispatcher Training Regulations".



**WHEREAS**, the HCECD reserves the option to gift furniture and equipment for the purpose of performing 911 functions to the HCSD by the Direction of the 911 Director and approved by the HCECD. This action must also be approved by the Henry County legislative body. Due to the Attorney General's opinion 95-064, this equipment cannot be sold and must be disposed of after its useful life or returned to the HCECD.

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I  
PURPOSE**

**1.01 Purpose:** The purpose of this agreement is to have the HCSD receive and dispatch transferred 911 calls for Henry County law enforcement from the primary 911 dispatch center and act as a backup and secondary 911 public safety answering point to the primary 911 dispatch center.

**ARTICLE II  
SERVICE PROVIDED**

**2.01. Communication Services:** During the terms of this agreement, the HCSD will dispatch 911 calls transferred from the primary 911 dispatch center pertaining to county law enforcement to Henry County law enforcement and act as a backup and secondary 911 public safety answering point to the primary 911 dispatch center; and

**2.02 Technical Assistance:** The HCECD shall provide technical expertise to the HCSD as may be required for proper operations of the 911 communications equipment.

**ARTICLE III  
RESPONSIBILITY OF THE PARTIES**

**3.01 HCECD Communication Equipment:** The HCECD has provided radio, CAD, mapping, recording and computer equipment to the HCSD. The HCSD shall be responsible for housing, maintaining and protecting all the above HCECD equipment from damage of any kind. The HCECD shall be responsible for maintaining, updating and/or upgrading the 911 CAD and mapping hardware and software.

**3.02 Services:** The HCSD shall work with the HCECD and all agencies that receive dispatch services to assure that all parties receive the best possible service.

**ARTICLE IV  
COST AND FINANCES**

**4.01 Budget and Cost Distribution:** The Henry County Sheriff is responsible for the budget and all operations of the HCSD in compliance to Tennessee State Law. All employees providing the aforementioned services and operating the equipment are the employees of the HCSD and are paid by the Henry County Government and are not employees of the HCECD.

**4.02 Impact Payment:** The HCECD hereby agrees to provide the HCSD an annual impact payment of \$12,000 paid per year for a period of five (5) years, with the first payment having been made July 1<sup>st</sup> 2015 and being the first year and the last being July 1<sup>st</sup>, 2019. The HCECD will provide this impact payment for said time period unless the HCECD becomes financially unable to continue providing this funding or for any other reason the HCECD decides the payment shall be terminated. The HCECD will provide the HCSD a written notice of no less than 90 days prior to termination of said payment.

**ARTICLE V  
FACILITIES AND EQUIPMENT**

**5.01 Primary Public Safety Answering Point (PSAP):** The HCSD shall be the secondary and backup PSAP to the primary 911 dispatch center.

**ARTICLE VI  
DURATION AND TERMINATION OF AGREEMENT**

**6.01 Duration:** This agreement shall continue until terminated by either party, each party having the right of termination upon written notice of 90 days.

**6.02 Termination:** Except as otherwise specifically provided herein, HCECD or HCSD may terminate this agreement upon at least ninety (90) days written notice.

**6.03 Distribution of Assets:** All equipment purchased or acquired by the HCSD and used in common for HCSD purposes shall be retained by HCSD upon the withdrawal or termination of HCECD from this agreement. All equipment purchased or leased by the HCECD will remain the property of the HCECD.

**6.04 HCSD Obligations at Termination:** All legal and financial obligations incurred by HCSD prior to HCECD's termination shall remain the responsibility of the HCSD.

**ARTICLE VII  
AMENDMENTS**

**7.01 Conditions for Amendments:** This agreement may be amended, supplemented or modified at any time only by written agreement of the HCSD and the HCECD. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid, unless made in writing, and signed by the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either party.

**ARTICLE VIII  
PERFORMANCE OF AGREEMENT**

**8.01 Compliance with all laws:** The HCSD shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this agreement, including without limitation all those pertaining to services, wages and hours, confidentiality, disabilities and discrimination.

**ARTICLE IX  
DISPUTES**

**9.01 Governing Law:** This Agreement shall be governed exclusively by the laws of the State of Tennessee.

**9.02 Conflict:** In the event of conflict among the terms and conditions of this agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable state case law, statutes and regulations; then
3. The specific terms and conditions of any appendix attached hereto; then
4. The terms and conditions of this Agreement.

**9.03 Waiver Limited:** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

**ARTICLE X  
GENERAL PROVISIONS**

**10.01 Assignment:** The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this agreement.

**10.02 Entire Agreement:** This agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the

Parties other than those set forth in this agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

**10.03 Invalid Provisions:** The invalidity or unenforceability of any particular term or provision of this agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

**10.04 No Joint Venture or Partnership:** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

**ARTICLE XI  
INDEMNIFICATION AND HOLD HARMLESS**

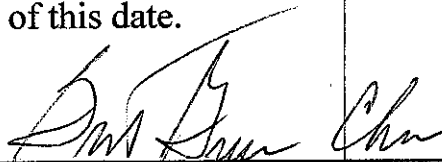
**11.01 Indemnification Clause - HCECD:** The HCECD does hereby agree to hold harmless and defend HCSD from all claims and liability due to the negligent acts, errors, or omissions of the HCECD, its agents and/or employees.

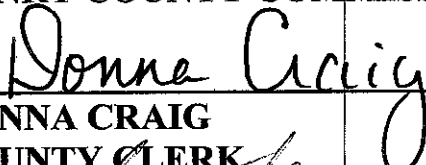
**11.02 Indemnification Clause - HCSD:** The HCSD does hereby agree to hold harmless and defend HCECD from all claims and liability due to the negligent acts, errors or omissions of HCSD, its agents and/or employees.

**NOW, THEREFORE, BE IT RESOLVED** by the Henry County, Tennessee Board of Commissioners, meeting in regular session on this 18<sup>th</sup> day of July, 2016, a majority or more of the membership concurring, does hereby approve the Interlocal Agreement, which shall become a part of this Resolution, between Henry County Sheriff's Department and Henry County Emergency Communications District

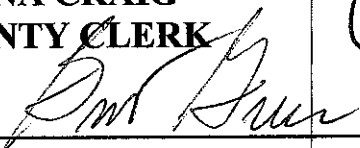
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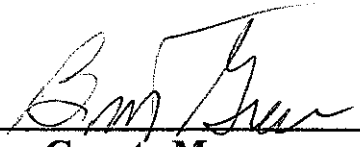
PASSED 7-18-16

  
\_\_\_\_\_  
**BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION**

  
\_\_\_\_\_  
**DONNA CRAIG  
COUNTY CLERK**

APPROVED 7-18-16

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY MAYOR**



**Henry County Mayor**

7-18-16

**Date**

**Henry County ECD Chairman**

**Date**

**Henry County Sheriff**

**Date**



**INTERLOCAL COOPERATIVE AGREEMENT  
RE: BACKUP PSAP/ EQUIPMENT/ TRAINING- HENRY COUNTY ECD AND  
HENRY COUNTY SHERIFF'S DEPARTMENT**

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**WHEREAS**, the HCECD has requested the HCSD to provide communication, dispatch, and 911 telephone calls directed to the HCSD by the primary 911 dispatch center and those calls relayed by radio or other appropriate means; and

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**ARTICLE VIII  
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DISPUTES**

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1. Applicable federal case law, statutes and regulations; then
2. Applicable state case law, statutes and regulations; then
3. The specific terms and conditions of any appendix attached hereto; then
4. The terms and conditions of this Agreement.

**9.03 Waiver Limited:** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

**ARTICLE X  
GENERAL PROVISIONS**

**10.01 Assignment:** The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this agreement.

**10.02 Entire Agreement:** This agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.

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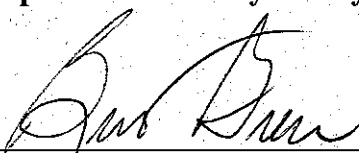
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**ARTICLE XI  
INDEMNIFICATION AND HOLD HARMLESS**

**11.0 1 Indemnification Clause - HCECD:** The HCECD does hereby agree to hold harmless and defend HCSD from all claims and liability due to the negligent acts, errors, or omissions of the HCECD, its agents and/or employees.

**11.02 Indemnification Clause - HCSD:** The HCSD does hereby agree to hold harmless and defend HCECD from all claims and liability due to the negligent acts, errors or omissions of HCSD, its agents and/or employees.

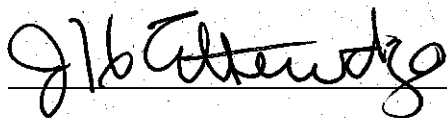
Adopted this 18th day of July, 2016.



Henry County Mayor

7-25-16

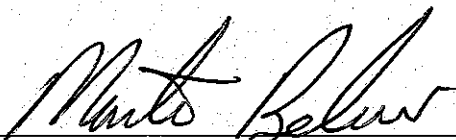
Date



Henry County ECD Chairman

6.27.16

Date



Henry County Sheriff

6-27-16

Date

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK  
 PARIS, TENNESSEE

Commissioner Jones made a motion to adjourn. Commissioner Dell Carter seconded the motion.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BRADLEY, WESLEY								
CARTER, DELL				X				
CARTER, GREG								
FREEMAN, BOBBY								
GEAN, RANDY								
HUMPHREYS, KENNETH								
JONES, DON			X					
KYLE, KREG								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
STARKS, MONTE								
TRAVIS, JAMES								
VISSER, MARTY								
WEBB, DAVID								
TOTAL								

VOICE VOTE CARRIED

DATE : 7-18-16

00 038