

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 November 15, 2010 at 7:00 PM. 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 opening prayer was led by Commissioner Dell Carter.

ITEM NO. 3 Chairman Greer called on Commissioner Wesley Bradley to lead in the pledge to the flag.

ITEM NO. 4 Roll Call

Donna Craig, County Clerk, called the roll with the following present: Earl Anderson, Wesley Bradley, Dell Carter, Bobby Freeman, Kenneth Humphreys, Don Jones, Kreg Kyle, Paul Mathenia, Connie McSwain, Paul Neal, Dan Paschall, James Travis, Marty Visser, Mary Warren, David Webb.

ITEM NO 5 Citizen's Forum

NONE AND THE CHAIR COSED THE FORUM

ITEM NO.6 Commissioner's Forum

NONE AND THE CHAIR COSED THE FORUM

ITEM NO. 7 Nominating Committee

Commissioner Freeman presented Resolution #1-11-10 recommending that Paul Neal be appointed to the Hospital Board with term being co-terminus. The Chair asked for other nominations and Commissioner Kreg Kyle was Nominated by Dell Carter. A motion was made by Paul Mathenia and seconded by Dan Paschall that the nominations cease and the vote be taken.

ITEM NO. 8 Vote for Hospital Trustee

Paul Neal – Bobby Freeman, Kenneth Humphreys, Connie McSwain, Paul Neal, Dan Paschall, James Travis, Mary Warren.

Kreg Kyle – Earl Anderson, Wesley Bradley, Dell Carter, Don Jones, Kreg Kyle, Paul Mathenia, Marty Visser, David Webb.

Bobby Freeman changed his vote to Kreg Kyle before the results of The vote was announced.

KREG KYLE WAS DECLARED THE WINNER

**RESOLUTION NO. 1-11-10**

**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 15<sup>th</sup> day of November, 2010, a majority or more of said Commissioners concurring, that Commissioner Kreg Kyle be and hereby is appointed to the Hospital Board, with term being co-terminus.


**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 11-15-10

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

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

APPROVED 11-16-10

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

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

A motion was made by Paul Mathenia and seconded by Earl Anderson that the Consent Agenda be approved which consisted of the following:

Minutes of the October 18, 2010, various quarterly reports, property tax collections  
 And total revenue collections to date and the following Notary Publics and bonds:  
 Margaret Housden, Barton F. Robison, PC, Traci A. Templeton, Charlie M. Grissom,  
 Vikki L. Grissom, Amanda Hudgins, Joy R. Drye, Lee M. Greer III, Toni M. Dycus,  
 Sharon N. Cortese, Angela Pennington,  
 Sharyn L. Heath as principal, Julian P. Guinn and Bradley A. Heath sureties  
 Lee M. Greer III, as principal, Steve Greer and Albert Wade, Jr. sureties  
 Joy R. Drye as principal , Rita Sloan and Amy Davis as sureties

ITEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL				X				
BRADLEY, WESLEY								
CARTER, DELL								
FREEMAN, BOBBY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG								
MATHENIA, PAUL			X					
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
TRAVIS, JAMES								
VISSER, MARTY								
WARREN, MARY								
WEBB, DAVID								
TOTAL								

DATE : 11/16/2010

VOICE VOTE CARRIED

00 354

ROLL CALL  
 COUNTY COMMISSION, HENRY COUNTY, JERRY D. BOMAR, COUNTY CLERK  
 PARIS, TENNESSEE

Commissioner Humphreys presented resolutions authorizing changes in certain budgets. A motion was made by Commissioner Humphreys and seconded by Commissioner Paschall that Resolutions #2-11-10, 3-11-10, 4-11-10, 5-11-10 be approved as presented.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
BRADLEY, WESLEY					X			
CARTER, DELL					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH			X		X			
JONES, DON					X			
KYLE, KREG					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN				X	X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WARREN, MARY					X			
WEBB, DAVID					X			
TOTAL					15			

DATE : 11/15/2010

MOTION CARRIED

**RESOLUTION #2-11-10**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF  
COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET  
FOR THE HENRY COUNTY GENERAL FUND  
FOR FISCAL 2010-2011**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Regular Session, 2010, adopted the budget for the Henry County General Fund for fiscal 2010-2011; and,

**WHEREAS**, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County General Fund will be insufficient in certain line items with funds being available for transfer; and,

**WHEREAS**, it is necessary and appropriate that the said budget of the Henry County General Fund be amended to provide additional funds for certain line items.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 15<sup>th</sup> day of November 2010, a majority or more of said membership concurring, that the budget for the Henry County General Fund be and hereby is amended as follows, to-wit:

**VARIOUS**

INCREASE ACCOUNT 51500-106, entitled "Deputy Salary," in the amount of \$375.00

INCREASE ACCOUNT 52100-106, entitled "Deputy Salary," in the amount of \$167.00

INCREASE ACCOUNT 52400-106-DP1, entitled "Deputy Salary," in the amount of \$250.00

INCREASE ACCOUNT 52400-106-DP3, entitled "Deputy Salary," in the amount of \$271.00

INCREASE ACCOUNT 53500-111-001, entitled "Probation Officer Salary," in the amount of \$313.00

INCREASE ACCOUNT 53500-111-002, entitled "Probation Officer Salary," in the amount of \$313.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$1,689.00

This amendment is due to various employees being due a partial step raise that was omitted in the original budget.

**ELECTION COMMISSION**

INCREASE ACCOUNT 51500-349, entitled "Printing, Stationery and Forms," in the amount of \$1,740.00

DECREASE ACCOUNT 51500-317, entitled "Data Processing Services," in the amount of \$1,740.00

INCREASE ACCOUNT 51500-193, entitled "Election Workers," in the amount of \$700.00

DECREASE ACCOUNT 51500-351, entitled "Rentals," in the amount of \$400.00

DECREASE ACCOUNT 51500-317, entitled "Data Processing Services," in the amount of \$300.00

Please see memo from Darrin Thompson regarding this transfer.

**AIRPORT**

INCREASE REVNUUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$875,000.00

INCREASE ACCOUNT 58220-702, entitled "Airport Improvements," in the amount of \$962,500.00

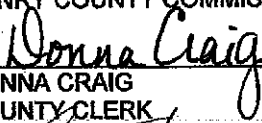
DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$87,500.00

This amendment is to put the revenue and expense in the budget for a grant from the State of TN for "partial parallel taxiway relocation" approved by the Commission in January of 2010.


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

PASSED 11-15-10

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

APPROVED 11-15-10

  
BRENT GREER  
COUNTY MAYOR

RESOLUTION #3-11-10

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DRUG FUND FOR FISCAL 2010-2011

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its August Regular Session, 2010, adopted the budget for the Henry County Drug Fund for fiscal 2010-2011; and,

WHEREAS, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County Drug Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Drug Fund will be insufficient in certain line items with funds being available for transfer; and,

WHEREAS, it is necessary and appropriate that the said budget of the Henry County Drug Fund be amended to provide additional funds for certain line items.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 15<sup>th</sup> day of November 2010, a majority or more of said membership concurring, that the budget for the Henry County Drug Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 42910, entitled "Proceeds from Confiscated Property," in the amount of \$7,775.73

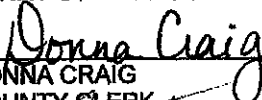
INCREASE ACCOUNT 54150-358, entitled "Remittance of Revenues Collected," in the amount of \$2,175.73

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$5,600.00

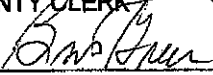
BE IT FURTHER RESOLVED that a true copy of this Resolution be spread upon the Commission record of this date.

PASSED 11-15-10

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
DONNA CRAIG  
COUNTY CLERK

APPROVED 11-15-10

  
BRENT GREER  
COUNTY MAYOR



**RESOLUTION #4-11-10**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL CAPITAL PROJECTS FUND FOR FISCAL 2010-2011**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Regular Session, 2010, adopted the budget for the Henry County General Capital Projects Fund for fiscal 2010-2011; and,

**WHEREAS**, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Capital Projects Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County General Capital Projects Fund will be insufficient in certain line items with funds being available for transfer; and,

**WHEREAS**, it is necessary and appropriate that the said budget of the Henry County General Capital Projects Fund be amended to provide additional funds for certain line items.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 15<sup>th</sup> day of November 2010, a majority or more of said membership concurring, that the budget for the Henry County General Capital Projects Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 49200, entitled "Note Proceeds," in the amount of \$660,000.00

INCREASE ACCOUNT 91190-707, entitled "Building Improvements," in the amount of \$660,000.00

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$60,500.00

INCREASE ACCOUNT 91190-702, entitled "Airport Improvements," in the amount of \$60,500.00

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

PASSED

11-15-10

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

APPROVED 11-15-10

Donna Craig  
DONNA CRAIG  
COUNTY CLERK

Brent Greer  
BRENT GREER  
COUNTY MAYOR

**RESOLUTION #5-11-10**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY GENERAL PURPOSE SCHOOL FUND FOR FISCAL 2010-2011**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Regular Session, 2010, adopted the budget for the Henry County General Purpose School Fund for fiscal 2010-2011; and,

**WHEREAS**, the said Board of County Commissioners of Henry County, Tennessee must authorize and approve any and all changes and amendments of the said budget of the Henry County General Purpose School Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County General Purpose School Fund will be insufficient in certain line items with funds being available for transfer; and,

**WHEREAS**, it is necessary and appropriate that the said budget of the Henry County General Purpose School Fund be amended to provide additional funds for certain line items.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Henry County, Tennessee assembled in regular session on this the 15<sup>th</sup> day of November 2010, a majority or more of said membership concurring, that the budget for the Henry County General Purpose School Fund be and hereby is amended as follows, to-wit:

**141-5**

**INCREASE REVENUE ACCOUNT 49700, entitled "Insurance Recovery," in the amount of \$33,693.66**

**INCREASE ACCOUNT 73300-499, entitled "Other Supplies & Materials," in the amount of \$33,693.66**

**141-6**

**INCREASE REVENUE ACCOUNT 47120, entitled "Adult Education State Grant Program," in the amount of \$28,611.00**

**INCREASE ACCOUNT 71600-116, entitled "Teachers," in the amount of \$14,400.00**

**INCREASE ACCOUNT 71600-189, entitled "Other Salaries," in the amount of \$6,000.00**

**INCREASE ACCOUNT 71600-201, entitled "Social Security," in the amount of \$1,264.80**

**INCREASE ACCOUNT 71600-204, entitled "Retirement," in the amount of \$3,216.40**

INCREASE ACCOUNT 71600-212, entitled "Medicare," in the amount of \$295.80

INCREASE ACCOUNT 71600-429, entitled "Instructional Supplies & Materials," in the amount of \$3,434.00

141-7

INCREASE REVENUE ACCOUNT 44990, entitled "Other Local Revenue," in the amount of \$5,158.00

INCREASE ACCOUNT 76100-707, entitled "Building Improvements," in the amount of \$5,158.00

141-8

INCREASE REVENUE ACCOUNT 44530, entitled "Sale of Equipment," in the amount of \$9,536.00

INCREASE ACCOUNT 72710-729, entitled "Transportation Equipment," in the amount of \$9,536.00

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

PASSED

11-15-10

*Brent Greer*  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

*Donna Craig*  
DONNA CRAIG  
COUNTY CLERK

APPROVED

11-15-10

*Brent Greer*  
BRENT GREER  
COUNTY MAYOR

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

Resolution #6-11-10 was presented authorizing an agreement with Tennessee Department of Transportation , Aeronautics Division, and Henry County Airport. A motion was made by Kenneth Humphreys and seconded by Kreg Kyle to approve The resolution as presented.

**ITEM NO. 11**

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
BRADLEY, WESLEY					X			
CARTER, DELL					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH			X		X			
JONES, DON					X			
KYLE, KREG				X	X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WARREN, MARY					X			
WEBB, DAVID					X			
TOTAL					15			

DATE : 11/15/2010

MOTION CARRIED

**RESOLUTION NO. 6-11-10**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE  
BOARD OF COMMISSIONERS TO AUTHORIZE AN  
AGREEMENT WITH THE TENNESSEE DEPARTMENT  
OF TRANSPORTATION, AERONAUTICS DIVISION  
ON BEHALF OF HENRY COUNTY AIRPORT FOR PARALLEL  
TAXIWAY**

**WHEREAS**, the Department of Transportation, Aeronautics Division, of the State of Tennessee has submitted a proposal to Henry County, Tennessee for construction of a project designated as Tennessee Aeronautics Division Number 40-555-0129-04; and

**WHEREAS**, Henry County, Tennessee wishes to cooperate with the Department of Transportation of the State of Tennessee so that the continued upgrade of Henry County Airport may be carried out in accordance with the intent of the grant agreement; and

**WHEREAS**, the Board of Commissioners of Henry County, Tennessee wishes to go on record as agreeing to the proposal "as is" of the Department of Transportation, Aeronautics Division, of the State of Tennessee and agreeing to perform all duties and obligations as stated in said proposal to aid in the construction of said project.


**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15<sup>th</sup> day of November, 2010, a majority or more of the membership concurring, that Henry County, Tennessee does agree to the proposal of the Department of Transportation, Aeronautics Division, of the State of Tennessee for construction of a project, designated as Tennessee Aeronautics Division Number 40-555-0129-04, and Henry County,

Tennessee does agree to perform all duties and obligations as stated in said proposal to aid in the construction of said project and does adopt said proposal and incorporate same into this Resolution by reference.


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

**PASSED** 117510

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

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

**APPROVED** 117510

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

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

A motion was made by Kenneth Humphreys and seconded by Wesley Bradley to Approve Resolution #7-11-10 authorizing an agreement with Tennessee Department of Transportation, Aeronautics Division Henry County Airport to purchase a tractor and Implements for mowing and grounds maintenance.

**ITEM NO. 12**

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
BRADLEY, WESLEY				X	X			
CARTER, DELL					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH			X		X			
JONES, DON					X			
KYLE, KREG					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WARREN, MARY					X			
WEBB, DAVID					X			
TOTAL					15			

DATE : 11/15/2010

MOTION CARRIED



**RESOLUTION NO. 7-11-10**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE  
BOARD OF COMMISSIONERS TO AUTHORIZE AN  
AGREEMENT WITH THE TENNESSEE DEPARTMENT  
OF TRANSPORTATION, AERONAUTICS DIVISION  
ON BEHALF OF HENRY COUNTY AIRPORT TO PURCHASE A  
TRACTOR AND IMPLEMENTS FOR MOWING AND GROUNDS  
MAINTENANCE**

**WHEREAS**, the Department of Transportation, Aeronautics Division, of the State of Tennessee has submitted a proposal to Henry County, Tennessee for construction of a project designated as Tennessee Aeronautics Division Number 40-555-0330-04; and

**WHEREAS**, Henry County, Tennessee wishes to cooperate with the Department of Transportation of the State of Tennessee so that the continued upgrade of Henry County Airport may be carried out in accordance with the intent of the grant agreement; and

**WHEREAS**, the Board of Commissioners of Henry County, Tennessee wishes to go on record as agreeing to the proposal "as is" of the Department of Transportation, Aeronautics Division, of the State of Tennessee and agreeing to perform all duties and obligations as stated in said proposal to aid in the construction of said project.

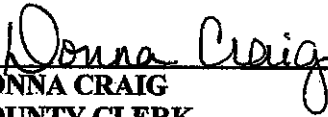
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15<sup>th</sup> day of November, 2010, a majority or more of the membership concurring, that Henry County, Tennessee does agree to the proposal of the Department of Transportation, Aeronautics Division, of the State of Tennessee for construction of a project, designated as Tennessee Aeronautics Division Number 40-555-0330-04, and Henry County, Tennessee does agree to perform all duties and obligations as stated in said

proposal to aid in the construction of said project and does adopt said proposal and incorporate same into this Resolution by reference.

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

**PASSED** 11-15-10

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

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

**APPROVED** 11-15-10

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



STATE OF TENNESSEE  
**DEPARTMENT OF TRANSPORTATION**  
NASHVILLE, TENNESSEE 37243

October 16, 2010

Honorable Brent Greer  
County of Henry  
P.O. Box 7  
Paris, TN 38242

Re: **Partial Parallel Taxiway Relocation**  
**TAD Project No: 40-555-0129-04**  
**Contract No: AERO-11-118-00**  
**Federal Grant Number: 3-47-SBGP-29**

Dear Mayor Greer:

Enclosed is the contract for the above-mentioned subject. Please sign and obtain an attorney signature and return the document to this office for further processing.

In accordance with Section E.9 of the contract, a local deposit is required in the amount of **\$87,500.00** make your check payable to the *Tennessee Department of Transportation* and mail the check to:

TDOT Finance Division  
C/o Thomas Whitfield  
505 Deadrick Street  
Suite 800, James K. Polk Building  
Nashville, TN 37243-0329

A fully executed contract will not be returned until TDOT-Finance has received full payment of the requested local share amount stated above.

If you have any questions, please give me a call at 615-741-3208.

Sincerely,

A handwritten signature in black ink, appearing to read "Belinda Hampton".

Belinda Hampton  
Grants Analyst 3

Enclosure (1)

00 389A

**ATTACHMENT ONE**

**Application for Funding Assistance**

**1. Applicant Information:**

**Date: August 3, 2010**

**Airport:** Henry County Airport  
**Applicant:** Henry County Tennessee  
**Contact Person:** Don Davenport, Airport Manager

**2. Project Description:**

Purchase of a tractor and implements for mowing and grounds maintenance.

**3. Explanation of Need:**

The existing tractor and implements are in extremely poor repair and is need of replacement.

**4. Estimated Cost:**

(itemized estimate attached)

State:	\$ 45,375.00	(75%)
Local:	\$ 15,125.00	(25%)
Federal	\$	(0)
<b>Total</b>	<b>\$ 60,500.00</b>	<b>(100%)</b>

**5. Comments: None**

**TDOT USE ONLY:**

**TDOT USE ONLY**

Staff Recommended: \_\_\_\_\_ Date: 08-30-10  
Approved: MCW Disapprove: \_\_\_\_\_  
Deferred: \_\_\_\_\_ Date: \_\_\_\_\_  
Refer to T.A.C.: \_\_\_\_\_

00 388 B

**ATTACHMENT ONE**

**Application for Funding Assistance**

**1. Applicant Information:**

**Date: August 3, 2010**

Airport: Henry County Airport  
Applicant: Henry County Tennessee  
Contact Person: Don Davenport, Airport Manager

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**2. Project Description:**

Purchase of a tractor and implements for mowing and grounds maintenance.

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**3. Explanation of Need:**

The existing tractor and implimentsare in extremely poor repair and is need of replacement.

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**4. Estimated Cost:**

(itemized estimate attached)

State:	\$ 45,375.00	(75%)
Local:	\$ 15,125.00	(25%)
Federal	\$	(0)
Total	\$ 60,500.00	(100%)

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**5. Comments: None**

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**TDOT USE ONLY:**

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**TDOT USE ONLY**

Staff Recommended: \_\_\_\_\_ Date: 08-30-10  
Approved: NDW Disapprove: \_\_\_\_\_  
Deferred: \_\_\_\_\_ Date: \_\_\_\_\_  
Refer to T.A.C.: \_\_\_\_\_

00 3694

ATTACHMENT TWO  
Page 1

GRANT BUDGET				
HENRY COUNTY AIRPORT				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: October 25, 2010	END: August 31, 2015	
POLICY or Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1.2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4.15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
6, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11.12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	\$45,375.00	\$15,125.00	\$60,500.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
na	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$45,375.00</b>	<b>\$15,125.00</b>	<b>\$60,500.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at: <http://www.state.in.us/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Purchase of a tractor and implements for mowing and grounds maintenance	\$60,500.00
<b>Project Breakdown:</b> \$45,375 State 75%      \$15,125 Local 25%	<b>TOTAL</b> \$60,500.00

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STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
NASHVILLE, TENNESSEE 37243

November 3, 2010

Honorable Brent Greer  
County of Henry  
P.O. Box 7  
Paris, TN 38242

Re: **Grounds Maintenance Equipment**  
**TAD Project No: 40-555-0330-04**  
**Contract No: AERO-11-145-00**

Dear Mayor Greer:

Enclosed is the contract for the above-mentioned subject. Please sign and obtain an attorney signature and return the document to this office for further processing.

In accordance with Section E.9 of the contract, a local deposit is required in the amount of **\$15,125.00** make your check payable to the *Tennessee Department of Transportation* and mail the check to:

TDOT Finance Division  
C/o Thomas Whitfield  
505 Deadrick Street  
Suite 800, James K. Polk Building  
Nashville, TN 37243-0329

A fully executed contract will not be returned until TDOT-Finance has received full payment of the requested local share amount stated above.

If you have any questions, please give me a call at 615-741-3208.

Sincerely,

A handwritten signature in black ink, appearing to read "Belinda Hampton".

Belinda Hampton  
Grants Analyst 3

Enclosure (1)

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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
COUNTY OF HENRY**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and COUNTY OF HENRY, hereinafter referred to as the "Grantee," is for the provision of an airport improvement project, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification or Edison Registration ID: C-626000667-00

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The purpose of this grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in payment of the costs of said project or as reimbursement for costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund or Federal Airport Improvement Program, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment One) incorporated to elaborate supplementary scope of services specifications.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning **October 25, 2010**, and ending on **August 31, 2015**. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **SIXTY-THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$60,500.00)**. The Grant Budget, attached and incorporated hereto as Attachment Two, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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- C.2. **Compensation Firm.** The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. **Payment Methodology.** The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation – Aeronautics Division  
P.O. Box 17326  
607 Hangar Lane, Bldg 4219  
Nashville, TN 37217  
OR  
Scanned and e-mail to:  
[aero.paymts@tn.gov](mailto:aero.paymts@tn.gov)

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation – Aeronautics Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved

indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
  - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may

include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

- D.8. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Public Accountability.** If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. **Licensure.** The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. **Records.** The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. **Prevailing Wage Rates.** All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 et seq.
- D.14. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

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- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the

Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant 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 Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- E. SPECIAL TERMS AND CONDITIONS:**
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Belinda Hampton, Grants Analyst III  
TN Dept of Transportation – Aeronautics Division  
P.O. Box 17326  
Nashville, TN 37217  
[Belinda.Hampton@tn.gov](mailto:Belinda.Hampton@tn.gov)  
Telephone # 615-741-3208  
FAX # 615-741-4959

The Grantee:

Brent Greer  
County of Henry  
P.O. Box 7  
Paris, TN 38242  
Telephone: 731-642-5212  
FAX: 731-642-6531  
Email: [bgreer@henrycountynv.org](mailto:bgreer@henrycountynv.org)

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment



herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or

acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

E.6. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.7. Grantee Participation. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State by one of the following optional methods:

- (1) Irrevocable letter of credit.
- (2) Check.
- (3) Local government investment pool.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

E.8. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that "This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."

E.9. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.

E.10. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office.

IN WITNESS WHEREOF,

COUNTY OF HENRY:

\_\_\_\_\_  
GRANTEE SIGNATURE

\_\_\_\_\_  
DATE

BRENT GREER, COUNTY MAYOR

\_\_\_\_\_  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

\_\_\_\_\_  
GRANTEE'S LEGAL COUNSEL

\_\_\_\_\_  
DATE

**APPROVED:  
TENNESSEE DEPARTMENT OF TRANSPORTATION**

---

**GERALD F. NICELY, COMMISSIONER**

**DATE**

---

**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

**DATE**



OFFICE OF THE COUNTY MAYOR  
BRENT GREER

# ATTACHMENT ONE

## County of Henry

COURTHOUSE

PARIS, TENNESSEE 38242

PHONE (731) 642-5212

FAX (731) 642-5531

EMAIL: b.greer@charterinternet.com

August 3, 2010

Mr. Robert V. Woods, Director  
Tennessee Department of Transportation  
Aeronautics Division  
P.O. Box 17326  
Nashville, Tn 37217

Dear Mr. Woods:

The County of Henry hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$45,375.00 (fourty-five thousand, three hundred, seventy, five dollars) for improvements at the Henry County Airport. The requested improvements include:

1. Purchase of a tractor and attachments for mowing and grounds maintenance. An itemized list and estimate of costs is provided.

Attached is a completed application for state financial assistance as well as an itemized list of equipment and cost estimate.

We have available the necessary funds for the local share of the proposed improvements. I am authorized to provide additional information or assurances associated with this request.

Please let me know if you have any questions or need additional information.

Sincerely,

Brent Greer  
Henry County Mayor

ds

Enclosures

Request for Financial Assistance

Original: Belinda Hampton  
cc: Marsha  
Brian, Hal, Kim, Paul  
Rick, Steve, Tom

RECEIVED

AUG - 9 2010

Budget & Grants

JM  
00 385

RECEIVED

AUG 09 2010

AERONAUTICS DIVISION

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

Resolution #8-11-10 was presented to authorize an agreement with Stewart County for Incarceration of prisoners. A motion was made by Don Jones and seconded by Mary Warren to approve the resolution as presented.

ITEM NO. 13

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
BRADLEY, WESLEY					X			
CARTER, DELL					X			
FREEMAN, BOBBY					X			
HUMPHREYS, KENNETH					X			
JONES, DON			X		X			
KYLE, KREG					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
VISSER, MARTY					X			
WARREN, MARY				X	X			
WEBB, DAVID								
TOTAL					15			

DATE : 11/15/2010

MOTION CARRIED

**RESOLUTON NO. 8-11-10**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD  
OF COMMISSIONERS TO AUTHORIZE AN AGREEMENT  
BETWEEN HENRY COUNTY, TENNESEEE AND STEWART  
COUNTY, TENNESSEE FOR INCARCERATION OF PRISONERS**

**WHEREAS**, the Henry County Sheriff's Department finds it is advantageous to enter into contract with Stewart County for incarceration of prisoners at the Henry County Correctional Facility; and

**WHEREAS**, it is necessary for the Board of Commissioners of Henry County, Tennessee to empower, authorize, and direct the Henry County Mayor to enter into a contractual agreement with Stewart County for the purpose of incarcerating prisoners as per the attached contract which shall become a part of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 15<sup>th</sup> day of November, 2010, a majority or more of the membership concurring, does hereby empower, authorize, and direct the Henry County Sheriff to enter into a contractual agreement with Stewart County as per the attached contract.

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

**PASSED** 11-15-10

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

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

**APPROVED** 11-15-10

  
\_\_\_\_\_  
**BRENT GREER  
HENRY COUNTY EXECUTIVE**

**AGREEMENT BETWEEN HENRY COUNTY, TENNESSEE AND  
STEWART COUNTY, TENNESSEE FOR INCARCERATION OF PRISONERS**

**THIS AGREEMENT** made and entered into on the date set out below by and between Stewart County, Tennessee governmental entity acting by and through the authorization of its duly elected County Commission herein referred to as "Stewart County" and Henry County, Tennessee, a governmental entity acting by and through the authorization of its duly elected County Commission, herein referred to as "Henry County".

**RECITALS**

The parties recite and declare that:

1. That Stewart County wishes to contract with Henry County for the housing of prisoners that otherwise would be subject to incarceration in the Stewart County jail;
2. That the Henry County Jail is authorized by Tennessee Department of Correction regulations to house such prisoners and is willing to accept Stewart County prisoners under the terms and conditions of this contract;
3. That the parties do wish to reduce to writing their agreement concerning the holding of Stewart County prisoners by Henry County.

In consideration of the mutual agreements set forth in this agreement, the parties do hereby agree as follows:

**ARTICLE I**

**SCOPE OF AGREEMENT**

1. That Henry County, Tennessee does hereby agree to accept, hold and incarcerate all Stewart County prisoners that would otherwise be incarcerated in Stewart County in accordance with the guidelines and jail standards promulgated by the Tennessee Department of Corrections.
2. That Stewart County shall be responsible for the transportation of all prisoners to the Henry County Jail. Furthermore, Stewart County, or its duly authorized agents or associates, shall be responsible for removing such prisoners from the Henry County Jail, either at the sole expense of Stewart County.



3. Henry County shall provide all necessary medical, dental, prescription drugs, hospitalizations, and psychological treatment as may be needed or determined from time to time for all prisoners subject to this contract. However, Stewart County shall be responsible for the repayment of all expenses incurred for the provision of medical, dental, prescription drugs, hospitalizations, psychological or other related medical needs of the prisoner subject to this agreement., except for services provided in the Henry County Jail by regular personnel of the Henry County Sheriff's Department that do not involve "out of pocket" expenses. ,
4. Upon a Stewart County inmate being hospitalized, Henry County may decide, in its discretion, to provide a jailer to guard the prisoner while hospitalized. In such event, Stewart County shall pay to Henry County an hourly reimbursement rate equal to one and one-half (1 ½) times the normal hourly rate paid by Henry County to its staff member for each hour of guard service provided a prisoner during hospitalization.

In lieu thereof, Stewart County may provide its own law enforcement official to guard the inmate during hospitalization. In such event, Stewart County shall be solely responsible for the supervision and control of the inmate until the inmate is returned to the Henry County Jail.

5. In the event of litigation concerning prisoners covered under the terms of this agreement, involving a third party, both Henry County and Stewart County agree to cooperate with each other in the defense of said claims including administrative claims, lawsuits, or any other claim for damages, loss, or liability of whatever nature.
6. Henry County reserves the right to refuse prisoners if, in the opinion of the Henry County Sheriff, taking such prisoners would result in overcrowding.

## ARTICLE II

### PAYMENT

1. Stewart County shall pay to Henry County, for the incarceration of prisoners under the terms of this agreement, the sum of \$ 35.00 per day per prisoner

00 391

throughout the term of the incarceration. Henry County reserves the right to change the reimbursement rate upon thirty (30) days notice to Stewart County. After the thirty (30) days, it will be conclusively presumed that Stewart County accepts the changed terms and Stewart County shall execute a written amendment to this lease to that effect.

2. Medical providers may bill Stewart County directly for medical services subject to payment by Stewart County under the terms of this Agreement. Any medical expenses billed to Henry County shall be subject to reimbursement by Stewart County and added to the monthly statements referred to herein.
3. Henry County shall submit a monthly statement to Stewart County itemizing the particular charges for services rendered for each Stewart County prisoner at the conclusion of each month throughout the term of this Agreement. Stewart County shall pay to Henry County said remitted statements within ten (10) business days of the receipt of same. Failure to timely pay such statements will give Henry County the right to terminate this agreement, without further notice. In the event of such termination, Stewart County will forewith remove all Stewart County prisoners from Henry County facilities upon demand.

#### **ARTICLE III**

##### **CONTRACT PERIOD**

The term of this Agreement shall be for a period beginning as of December 1, 2010 and terminating twelve (12) months thereafter. Subject to the other provisions of this Article, this contract shall automatically renew itself for additional periods of twelve (12) months each at the conclusion of the then expiring term unless either party gives the other at least thirty (30) days written notice of their intent not to renew the contract at the conclusion of the term then in effect. Any term of this Agreement to the contrary notwithstanding, Henry County shall have the right to terminate this agreement at any time, with or without cause, upon thirty (30) days notice to Stewart County.

#### **ARTICLE IV**

##### **PRISONER TRANSPORTATION**

Stewart County shall provide all transportation needs of the prisoners under this contract without cost to Henry County. In the event Henry County shall need to transport

a Stewart County prisoner outside the corporate limits of the City of Paris, Tennessee, Stewart County will be liable for the reasonable costs of such transportation, which will be added to the next monthly statement.

**ARTICLE V**

**INDEMNITY**

Stewart County agrees to save harmless and indemnify Henry County from any liability or loss, including defense costs and reasonable attorneys' fees, for any lawsuit or claim asserted against Henry County arising out of this Agreement, EXCEPT there is no indemnity for those acts complained of which are claimed to be solely as a result of the actions or inactions of Henry County personnel, for which actions or inactions Henry County does indemnify Stewart County to the same extent as just stated. The parties agree that such indemnities will be extended to the deductible portion of a County's liability insurance coverage.

**ARTICLE VI**

**AMENDMENT AND TERMINATION**

The provision of this Agreement shall not be subject to amendment unless said amendments are in writing and approved by the County Commissions of both Henry County and Stewart County.

**ARTICLE VII**

**AUTHORIZATION OF GOVERNMENTAL ENTITY**

The execution of this Agreement on behalf of Stewart County, Tennessee was authorized by the Stewart County Commission at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, a quorum present and voting.

The execution of this Agreement on behalf of Henry County, Tennessee was authorized by the Henry County Commission at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, a quorum present and voting.

STEWART COUNTY, TENNESSEE

HENRY COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Mayor

By: \_\_\_\_\_  
County Mayor

STEWART COUNTY, TENNESSEE

HENRY COUNTY, TENNESSEE

By: \_\_\_\_\_  
County Sheriff

By: \_\_\_\_\_  
County Sheriff

Attest:  
  
\_\_\_\_\_  
\_\_\_\_\_, County Clerk

Attest:  
  
\_\_\_\_\_  
Donna Craig, County Clerk

**PREPARED BY:**

\_\_\_\_\_  
Lee M. Greer, III  
Greer and Greer Attorneys, PLLC  
114 S. Poplar Street  
P.O. Box 385  
Paris, TN 38242  
(731) 642-8781

STATE OF TENNESSEE  
COUNTY OF HENRY

Personally appeared before me, DONNA CRAIG, County Clerk of Henry County, Tennessee, BRENT GREER and MONTE BELEW, County Mayor and Sheriff of said County, respectively with whom and whose official position I am personally acquainted, and who upon oath acknowledged that they, as such County Mayor and Sheriff, being authorized so to do, executed the foregoing Agreement in the name and on behalf of said County, for the purposes therein contained, by themselves as such County Mayor and Sheriff, and by causing the corporate seal of Henry County to be affixed thereto.

WITNESS my hand and official seal at office in Paris, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
County Clerk

(seal)

STATE OF TENNESSEE  
COUNTY OF STEWART

Personally appeared before me, \_\_\_\_\_, County Clerk of Henry County, Tennessee, \_\_\_\_\_ and \_\_\_\_\_, County Mayor and Sheriff of said County, respectively, with whom and whose official position I am personally acquainted, and who upon oath acknowledged that they, as such County Mayor and Sheriff, being authorized so to do, executed the foregoing Agreement in the name and on behalf of said County, for the purposes therein contained, by themselves as such County Mayor and Sheriff, and by causing the corporate seal of Henry County to be affixed thereto.

WITNESS my hand and official seal at office in Paris, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
County Clerk

(seal)

00 395

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

The following property owned by Henry County was presented for sale by the delinquent Tax committee. Parcel -1.01 Group-M Map 105D Location: West Blythe Street, Paris, Tennessee Taxes owed - \$350.00 Bid by Mike Petty in the amount of \$360.00. A motion was made by Kreg Kyle and seconded by Paul Mathenia to accept the offer subject to statutory requirements.

ITEM NO. 14

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
BRADLEY, WESLEY								
CARTER, DELL								
FREEMAN, BOBBY								
HUMPHREYS, KENNETH								
JONES, DON								
KYLE, KREG				X				
MATHENIA, PAUL			X					
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
TRAVIS, JAMES								
VISSER, MARTY								
WARREN, MARY								
WEBB, DAVID								
TOTAL								

DATE : 11/15/2010

VOICE VOTE CARRIED

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

A motion was made by Don Jones and seconded by Dell Carter to adjourn.

ITEM NO. 15

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
BRADLEY, WESLEY								
CARTER, DELL				X				
FREEMAN, BOBBY								
HUMPHREYS, KENNETH								
JONES, DON			X					
KYLE, KREG								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
TRAVIS, JAMES								
VISSER, MARTY								
WARREN, MARY								
WEBB, DAVID								
TOTAL								

DATE : 11/15/2010

VOICE VOTE CARRIED