



**AGENDA**  
**HENRY COUNTY COMMISSION**  
**MONDAY, OCTOBER 16, 2023**  
**5:00 PM**  
**CHANCERY COURTROOM**

1. Call to order and opening of the Commission
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll call
5. Citizen's forum
6. Commissioners' forum
7. Presentation to County by Bicentennial Committee
8. Update from CEO John Tucker on Henry County Medical Center
9. Update on current applications for Broadband grants by Trevor Bonnsetter with WK&T

10. **BUSINESS:**

- a. Approval of Consent Agenda and action thereon by the Commission.
  - b. Consideration of a resolution to approve the lease of firetruck to Henry Volunteer Fire Department and action thereon by the Commission. **RESOLUTION #1-10-23**
11. Announcements and Statements
12. Adjournment



# CONSENT AGENDA

## OCTOBER 16, 2023

### ITEMS TO BE APPROVED:

1. Minutes of the meeting of September 18, 2023
2. Notary Public designations
3. Various quarterly reports
4. Henry County Medical Center Statement of Cash Flow
5. Trustee's month end report
6. Letter of approval from the Tennessee Comptroller's office regarding the 2024 Capital Outlay Note, Series 2024a adopted on resolution #4-9-23

**RESOLUTION NO. 1-10-23**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO LEASE FIRETRUCK TO HENRY VOLUNTEER FIRE DEPARTMENT, INC.**

**WHEREAS**, county legislative bodies may appropriate general fund money to assist nonprofit volunteer fire departments pursuant to T.C.A. § 5-9-101; and

**WHEREAS**, counties are also authorized by T.C.A. § 7-51-901 *et seq.* to enter into long and short-term leases; and

**WHEREAS**, HENRY VOLUNTEER FIRE DEPARTMENT, INC., a Tennessee not-for-profit corporation exempt from taxation under IRC Section 501(c)(3), is a volunteer fire department recognized pursuant to the Fire Department Recognition Act by the Department of Commerce and Insurance, State Fire Marshal's Office;

**WHEREAS**, Henry County, Tennessee has purchased a firetruck (2023 Freightliner Southeast Pumper/Tanker) and desires to lease the same to HENRY VOLUNTEER FIRE DEPARTMENT, INC. for \$1.00 (One) Dollar per year for up to five years (a copy of the proposed Lease is attached as *Exhibit A*); and

**WHEREAS**, the Board of Commissioners finds it to be in the best interest of the citizens of Henry County that the County enter into the Lease so as to improve fire protection in the unincorporated areas of Henry County; and

**WHEREAS**, it is necessary for the Board of Commissioners to give authority to the County Mayor to execute a Lease for the purposes above expressed.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 16<sup>th</sup> day of October, 2023, a majority or more of the members concurring, that the County Mayor is authorized to execute on behalf of the County, a Lease to HENRY VOLUNTEER FIRE DEPARTMENT, INC. in the form attached as *Exhibit A*.

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

**PASSED** \_\_\_\_\_

\_\_\_\_\_  
**JOHN PENN RIDGEWAY, CHAIRMAN  
HENRY COUNTY COMMISSION**

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

**APPROVED** \_\_\_\_\_

\_\_\_\_\_  
**JOHN PENN RIDGEWAY  
COUNTY MAYOR**

## EXHIBIT A

### FIRETRUCK LEASE AGREEMENT

This Lease is entered into this 16th day of October, 2023, by and between, the County of Henry, hereinafter referred to as, HENRY COUNTY, and HENRY VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as HVFD.

In consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. VEHICLE. HENRY COUNTY hereby provides to HVFD the following described Vehicle with all accessories incorporated there or affixed thereto (hereinafter "Vehicle"):

***2023 Freightliner Southeast Pumper/Tanker VIN: 3ALACYFE7PDUF4387***

2. TERM. The term of this Lease shall be for a period of one year commencing the date written above. This lease shall automatically renew for up to four additional one-year terms unless earlier terminated. This Lease may be terminated by either party at any time upon 30 days advance written notice to the other party.

3. RENT. HVFD agrees to pay One Dollar (\$1.00) per year for listed Vehicle, the said rental amount being due upon effective date of this Lease. Rent is payable at the office of County Mayor located at the Henry County Courthouse.

4. MAINTENANCE AND REPAIRS. HVFD shall pay for and furnish all maintenance and repairs to keep Vehicle in good working order and condition. At the expiration or termination of this Lease, Vehicle and all safety equipment in Vehicle will be returned to Henry County in good condition, reasonable wear and tear excepted.

Vehicle will be equipped with NFPA recommended; emergency lights, siren, ladders, hose, nozzles, dump tank, suction hose, and will be also be equipped with; occupant restraints, two-way radio equipment (2 portables/ 1 mobile cab mounted), thermal imaging camera (cab mounted), one Automatic Defibrillator mounted. It is the responsibility of HVFD to replace these items as necessary throughout the period of the Lease. Upon termination of this Lease all of the said items will be surrendered to HENRY COUNTY in proper working condition.

5. REGISTRATION, LICENSE, TAXES, INSPECTION, FEES, EXPENSES. HVFD shall pay all expenses incurred in the use and operation of Vehicle, including but not limited to, license, registration, and title fees, fuel, oil, anti-freeze, repairs, maintenance, tires, storage, fines, inspections, assessments, sales or use taxes, if any, and all other taxes as may be imposed by law from time to time arising from HVFD'S use and operation of Vehicle. HVFD will reimburse and hold HENRY COUNTY harmless for any and all amounts HVFD may pay in satisfaction, release or discharge thereof. HVFD shall permit HENRY COUNTY and/or its designees to inspect Vehicle at reasonable times, places and intervals. The Vehicle shall bear Tennessee Government Service license plates (see Tennessee Department of Revenue Form RV-F1310701 (Rev. 4-22)).

6. USE AND OPERATION. HVFD acknowledges receipt of Vehicle, and that the same is in condition satisfactory to HVFD'S purposes. Vehicle shall not be altered without written consent of HENRY COUNTY, in which case HVFD will bear the expense of restoration. HVFD shall keep Vehicle free of all taxes, liens, and encumbrances and any sum of money

that may be paid by HENRY COUNTY in release or discharge thereof, including legal costs, shall be paid on demand by HVFD. HVFD shall not use or permit the use of Vehicle in violation of any Federal, State, County or City laws, ordinances, rules or regulations, or contrary to the provisions of the insurance policy coverage. HVFD, by acceptance of this Lease, agrees to abide by the terms hereof and to indemnify HENRY COUNTY for any losses occurring as a result of such use in violation of said terms, laws, rules and ordinances.

7. DRIVER/OPERATOR TRAINING. HVFD will ensure all drivers will be appropriately licensed and trained as required by the State of Tennessee Fire Commission. At minimum:

- a) New driver training. Driver training for new drivers occurs in the classroom, at the pump panel, and behind the wheel. Examples of driver training include classes on hydraulics, calculating pump pressures, operating fire apparatus, and driving fire apparatus. For the maximum training credit ISO awards, every newly appointed or promoted driver needs 60 hours of driver training within their first year of appointment or promotion.
- b) Existing driver training. Driver training for existing HVFD drivers occurs in the classroom, at the pump panel, and behind the wheel. Examples of driver training include classes on hydraulics, calculating pump pressures, operating fire apparatus, and driving fire apparatus. For the maximum training credit ISO awards, every existing driver needs 12 hours of driver training annually.
- c) According to Tennessee Code 55-8-194, emergency Vehicle drivers must complete at least two hours of training each year. They must also pass a comprehensive examination annually. The training includes Emergency Vehicle Operations Course (EVOC) and the Vanessa K. Free Emergency Services Act of 2005.

8. INDEMNIFICATION AND INSURANCE. HVFD agrees and will protect, indemnify and hold harmless HENRY COUNTY and its assignees and agents from and against any and all losses, damages, injuries, claims, demands and expenses occasioned by, or arising out of, the condition, maintenance, use or operation of Vehicle including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about Vehicle, or due directly or indirectly to this Lease, or the condition, maintenance, use or operation of Vehicle by HVFD or any person claiming through or under HVFD.

HVFD agrees that it will at all times provide insurance coverage at the following minimums to cover Vehicle in this Lease and to name Henry County as an additional insured on the policy:

Liability	\$1,000,000.00
Uninsured/Underinsured Motorist	\$1,000,000.00
Comprehensive - Full Coverage	\$500.00 Deductible
Collision	\$500.00 Deductible
Medical Payments	\$10,000.00

HVFD shall provide and pay for any other insurance, bond or training that may be required by any governmental authority as a condition to, or in connection with, HVFD'S use of Vehicle.

In the event Vehicle is involved in an accident, damaged, stolen or destroyed by fire or other casualty, HVFD shall promptly notify HENRY COUNTY, in writing, within 24 hours and will

also comply with all terms and condition entered in the insurance policies. HVFD agrees to cooperate with HENRY COUNTY, and the insurance companies in defending against any claims or actions resulting from HVFD'S operation or use of Vehicle.

Vehicle shall not be used by any person or entity, in any manner or for any purpose that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

9. DAMAGE TO VEHICLE. Should Vehicle or any part thereof be so damaged as to preclude usage for the purpose intended and should HVFD be indemnified therefore pursuant to any insurance coverage required pursuant to paragraph 8 hereof in an amount not less than the full amount of the insurance coverage specified by this agreement, this Lease shall terminate. However, should HVFD be indemnified in an amount less than the full amount of the insurance coverage specified by this agreement, HVFD will repair or replace Vehicle or the damaged part thereof and the proceeds of the insurance recovery shall be applied to such repair or replacement.

Should Vehicle or any part thereof be damaged by any cause for which HVFD makes no insurance recovery and should Vehicle or the damaged part thereof be capable of repairs, this Lease shall terminate and HVFD shall immediately pay HENRY COUNTY the reasonable value of Vehicle, regardless of rentals paid or accrued.

10. TITLE. HVFD acknowledges that this is an agreement to use only and that HVFD does not in any way acquire title to Vehicle, under this agreement. Without the prior written consent of HENRY COUNTY, HVFD agrees not to do any act to encumber, convert, pledge, sell, assign, re-hire, lease, lend, conceal, abandon, give up possession of, or destroy Vehicle.

11. WARRANTIES AND WAIVER. HVFD acknowledges receipt of the Vehicle in "new" condition and agrees that any warranties will be provided by the Vendor, Southeast Fire Apparatus of Corbin, Kentucky. HENRY COUNTY has not made, and does not hereby make any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of Vehicle or against any patent or latent defects therein. HENRY COUNTY specifically disclaims (in addition to other implied warranties) the implied warranties of merchantability and fitness for a particular purpose. HVFD agrees that HENRY COUNTY shall not be liable to HVFD for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by Vehicle or the inadequacy thereof for any purpose, or for any deficiency or defect therein, or for the use or maintenance thereof, or for any repairs, servicing, adjustments, or expenses thereto or for any loss of business or for any damage whatsoever and howsoever caused.

12. ASSIGNMENT. Without the prior written consent of HENRY COUNTY or any assignee of HENRY COUNTY, HVFD agrees not to sublet, mortgage, pledge, sell, assign or otherwise transfer or dispose of Vehicle or this Lease.

13. DEFAULT. In any of the following default events shall constitute an event of default:

- 1) HVFD's failure to pay any rent or sum herein provided when the same are due and payable and such default continues for a period of ten (10) days after receipt of notice thereof of HVFD;

- 2) HVFD's Failure to comply with any terms or conditions hereof, or failure to maintain recognition with the Department of Commerce and Insurance, State Fire Marshal's



Office as required by the Fire Department Recognition Act, or failure to maintain active corporate status with the Tennessee Secretary of State;

3) Filing of a proceeding in insolvency or receivership by or against HVFD or its property, or in the event lessee suspends business or services, makes an assignment for the benefit of creditors, or if an attachment be levied or tax lien filed against Vehicle, or

4) HVFD fails for any reason to comply with the insurance requirements of the Lease.

In any event of default, HENRY COUNTY may, at its option and without prejudice to any other rights it may have:

a) take possession of Vehicle and for the purpose thereof without court order or other process of law (damages occasioned by such taking being expressly waived by HVFD), and thereupon HVFD'S right to possession and use of Vehicle shall terminate; and/or

b) terminate HVFD'S rights hereunder as to Vehicle;

No right or remedy conferred upon or reserved to HENRY COUNTY by this Lease shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon HENRY COUNTY by this Lease or by law shall be cumulative and in addition to every other right and remedy available at law.

If it is necessary to employ the services of an attorney or incur expenses in enforcing this Lease, HVFD shall pay to HENRY COUNTY all such expenses and court costs, in addition to all sums due HENRY COUNTY, including reasonable attorney's fees.

14. CONSTRUCTION. This Lease shall be construed and determined in accordance with the laws of the State of Tennessee. Any provision herein prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of the Lease. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

15. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. However, HENRY COUNTY's failure at any time to require strict performance by HVFD of any provisions herein shall not waive or diminish HENRY COUNTY's right to thereafter demand strict compliance therewith or with other provisions of this Lease and written waiver by HENRY COUNTY of any default hereunder shall not constitute a waiver of any other default.

16. ENTIRE AGREEMENT. This Lease contains the whole agreement of the parties. None of the covenants, provisions, terms or conditions of this Lease shall be in any manner modified, waived, abandoned or amended except by a written instrument duly signed by the parties or their assignee and delivered to HENRY COUNTY and HVFD or their assignee.

17. BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. NOTICE. Notices as provided for in this Lease shall be given to the respective parties or their assignees at their respective addresses designated herein unless there is notification of the parties to the other, in writing, of a different address. Such notice shall be deemed to

be given and received when deposited in the United States mail, postage prepaid, addressed as herein designated.

19. INFORMATION TO BE FURNISHED BY HVFD TO HENRY COUNTY. HVFD shall furnish the following information/documentation to HENRY COUNTY during the term of this Lease annually by the 15<sup>th</sup> day of first month of HVFD's fiscal year. HVFD shall also furnish this and any other information/documentation concerning its corporate existence, operations, insurance and/or use of the vehicle at any time upon written request of HENRY COUNTY.

Minimum information/documentation to be furnished annually (whether or not requested):

- a. HVFD annual budget
- b. HVFD Driver Training Records State of TN Fire Commission required driver training.  
(as required EVOG and Vanessa K. Free Act)
- c. Vehicle mileage
- d. Proof of insurance
- e. Proof of recognition with the Department of Commerce and Insurance, State Fire Marshal's Office (as required by the Fire Department Recognition Act)

IN WITNESS WHEREOF, the parties have duly executed this Lease effective on the date and year first written above (regardless of date signed).

**COUNTY OF HENRY**

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

Date: \_\_\_\_\_ 2023

Notice Address: Director of Emergency Management, 204 N. Brewer St., Paris, TN 38242  
Copy to: Henry County Mayor, County Courthouse, 101 E. Washington St., Paris TN 38242

**HENRY VOLUNTEER FIRE DEPARTMENT, INC.**

By: \_\_\_\_\_

Henry Volunteer Fire Dept Chief/Board Chairman

Date: \_\_\_\_\_ 2023

Notice Address: Fire Department Chief, 55 Park Dr, Henry, TN 38231