

AGENDA
HENRY COUNTY COMMISSION
MONDAY, OCTOBER 20, 2025
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. **BUSINESS:**

   a. Approval of Consent Agenda and action thereon by the Commission.

   b. Consideration of a resolution making certain appointments to various boards and committees and action thereon by the Commission. RESOLUTION #1-10-25

   c. Consideration of a resolution to appoint A Henry County Commissioner for District 4. RESOLUTION #1a-10-25

d. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #2-10-25

e. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #3-10-25

f. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #4-10-25

g. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #5-10-25

h. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #6-10-25

i. Consideration of a resolution to approve a budget amendment and action thereon by the Commission. RESOLUTION #7-10-25

j. Consideration of a resolution to approve the removal of Dickson Lane from the County Roads List. RESOLUTION # 8-10-25

k. Consideration of a resolution to appoint a Henry County General Sessions/Juvenile Court Judge. RESOLUTION #9-10-25

l. Consideration of a resolution to authorize the Henry County Mayor to sign a Grant Contract RESOLUTION #10-10-25 (Cybersecurity)

m. Consideration of a resolution to authorize the Henry County Mayor to sign a Grant Contract. RESOLUTION #11-10-25 (Airport Improvements)

8. Announcements and Statements:
   -Discuss Commissioners Communication Website options
   -Discuss Non-Profit Overdraft fees for dormant accounts

9. Adjournment

RESOLUTION NO. 1-10-25

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 said vacancies; and

WHEREAS, the Board of Commissioners has examined and evaluated the qualifications of certain citizens and County Commissioners for appointments to 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 20th day of October 2025, a majority or more of said Commissioner's concurring, that:

SECTION 1. Appointments

a. **Chairman of the Commission:**
Re-Appointment of the following:
Randy Geiger- New Term to expire: 9/30/26

b. **Vice Chair of the Commission:**
New Appointment of the following:
David Hayes-Term to expire: 9/30/26
District 4-rotates every year

c. **Grove Tower Committee:**
New Appointment of the following:
Commissioners:
David Webb-Term to expire: Co-terminus
Marty Visser-Term to expire: 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 & 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 _____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
HENRY COUNTY MAYOR

RESOLUTION NO. 1a-10-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENRY COUNTY, TENNESSEE TO APPOINT HENRY COUNTY COMMISSIONER FOR DISTRICT #4

WHEREAS, a vacancy now exists on the Henry County Commission for District #4; and

WHEREAS, it is the duty and responsibility of the Board of Commissioners of Henry County, Tennessee to appoint a qualified citizen to fill the said vacancy; and

WHEREAS, the Board of Commissioners has examined and evaluated the qualifications of certain citizens for appointment to the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 20th day of October, 2025, the majority of the Commissioners concurring, that _____is appointed to the Henry County Commission for an interim period effective immediately and ending August 31, 2026, to fill the unexpired term of Fourth District Commissioner Bryan W. Carter. This position will be open for election again at the next countywide general election to be held in August, 2026.

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_____

_____
RANDY GEIGER, CHAIRMAN
COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

RESOLUTION #2-10-25

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 2025-2026

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2025, adopted the budget for the Henry County General Fund for fiscal 2025-2026; 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 20th day of October 2025, 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:

SHERIFF'S OFFICE

INCREASE REVENUE ACCOUNT 48610, entitled "Donations," in the amount of $50,000.00

INCREASE ACCOUNT 55510-599, entitled "General Welfare – The Shed," in the amount of $50,000.00

INCREASE REVENUE ACCOUNT 46210, entitled "Law Enforcement Grant," in the amount of $10,000.00

INCREASE ACCOUNT 54110-187-010, entitled "Overtime -THSO," in the amount of $2,000.00

INCREASE ACCOUNT 54110-355-001, entitled "Travel -THSO," in the amount of $1,000.00

INCREASE ACCOUNT 54110-716-001, entitled "Equipment -THSO," in the amount of $7,000.00

INCREASE ACCOUNT 54110-140, entitled "Salary Supplements," in the amount of $9,000.00

INCREASE REVENUE ACCOUNT 46210, entitled "Other Local Law Enforcement Grant," in the amount of $9,000.00

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of $31,233.49

INCREASE ACCOUNT 54210-354-002, entitled "Transportation Other Than Students," in the amount of $31,233.49

Please see request from Josh Frey regarding this transfer.

HEALTH DEPARTMENT

INCREASE REVENUE ACCOUNT 46390, entitled "Other Health and Welfare Grant," in the amount of $3,085.94

INCREASE ACCOUNT 55110-188, entitled "Bonus," in the amount of $3,085.94

Please see request from Tracy Byrd regarding this request.

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

PASSED_____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

To: Budget Committee

From: Sheriff Frey

Date: October 8, 2025

The Henry County Sheriff's Office would like to make the following budget transfers:

Increase Account 55510-599 entitled General Welfare – The Shed in the amount of $50,000.00

Increase Revenue Account 48610 entitled Donations in the amount of $50,000.00

Donations to The Shed.

Increase Account 54110-187-010 entitled Overtime – THSO in the amount of $2,000.00

Increase Account 54110-355-001 entitled Travel – THSO in the amount of $1,000.00

Increase Account 54110-716-001 entitled Equipment – THSO in the amount of $7,000.00

Increase Revenue Account 46210 entitled Law Enforcement Grant in the amount of $10,000.00

Reclassify funds for THSO grant approval.

Increase Account 54110-140 entitled Salary Supplements in the amount of $9,000.00

Increase Revenue Account 46210 entitled Other Local Law Enforcement Grant in the amount of $9,000.00

State reimbursement for recruitment and retention.

Increase Account 54210-354-001 entitled Transportation Other Than Students in the amount of $31,233.49

Increase Revenue Account 46980 entitled Other State Grants in the amount of $31,233.49

New funding for Mental Health Grant.

TN Health

To: Henry County Government

FROM: Tracy Byrd, County Director

DATE: September 5, 2025

RE: Pay for Performance Bonus

I am requesting a one-time bonus of $3,085.94 for Margaret Adams based on her performance evaluation. This bonus will be taken from line item 55110-188, Bonus Payments, and will be reimbursed 100% by the State of Tennessee.

Henry County Health Department • 803 Joy Street • Paris, Tennessee 38242
Tel: 731-642-4025 • Fax: 731-644-0711 • tn.gov/health

RESOLUTION #3-10-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY SOLID WASTE FUND FOR FISCAL 2025-2026

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2025, adopted the budget for the Henry County Solid Waste Fund for fiscal 2025-2026; 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 Solid Waste Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Solid Waste 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 20th day of October 2025, a majority or more of said membership concurring, that the budget for the Henry County Solid Waste Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 55751-338, entitled "Vehicle Repair & Maintenance," in the amount of $11,849.66

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of $11,849.66

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

PASSED_____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

Henry County Solid Waste
PO Box 7
450 Recycling Drive
Paris, TN 38242

Office 731-641-0018
Fax 731-642-1729
Recycling Center 731-642-5170

Ronald Watkins, Director

To: Pat Hollingsworth, CFO
Henry County Budget Committee

From: Ron Watkins, Solid Waste Manager

Subject: Request for Budget Adjustment - 2019 Ram 3500 Box Truck Engine Replacement

I am requesting a budget adjustment within the Solid Waste Department due to an unexpected engine repair on our 2019 Ram 3500 Box Truck (136,000 miles).

Problem:
The truck experienced a significant issue with its lifters and camshaft, leading to excessive smoke. We've learned that the Hemi 6.4L engine in this model year is prone to lifter problems due to low oil pressure during prolonged idling.

Decision for Engine Replacement:
We considered two options:

1. Repairing the existing lifter and camshaft issue for an estimated cost of $5,533, . This option carried the risk of future engine failure from another possible issue.

2. Replacing the entire engine for $11,849.66, which includes a 3-year or 100,000-mile warranty.

After discussing with Mayor Geiger, we decided to proceed with the full engine replacement to ensure long-term reliability.

Budget Request:
To cover the $11,849.66 cost of the engine replacement, repair was spent out of our current budget vehicle repair line nearly exhausting the funds leaving a balance of $2000. I request that the repair amount be transferred from the Solid Waste unappropriated fund balance and added to account 116-55751-338, designated for Vehicle Repair and Maintenance. The remaining line balance is insufficient for the necessary servicing of our fleet and any other repairs that may arise during the rest of the current budget year.

RESOLUTION #4-10-25

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 2025-2026

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2025, adopted the budget for the Henry County General Purpose School Fund for fiscal 2025-2026; 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 20th day of October 2025, 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:

Decrease Revenue Account			**Debit**	**Credit**
34555	10	Reserved for Other Instructional Support		$141,678.36
34555	257	Reserved for Textbooks		$150,000.00
34555	600	Reserved for Furniture & Technology		$96,016.55
34555	700	After School Program (K-8 & (9-12)		$185,000.00
34785	325	Reserved for Capital Projects		$1,100,050.00

Increase Expenditure Account				**Debit**	**Credit**
71100	429		Instruction Material & Supplies	$126,000.00	
71100	430		Electronic Textbooks	$30,000.00	
71100	449		Textbooks	$120,000.00	
73100	710		Food Service Equipment	$8,189.91	
73300	116	700	Teachers	$138,000.00	
73300	163	700	Educational Assistants	$70,200.00	

73300	201	700	Social Security	$12,910.00	
73300	204	700	Retirement	$12,015.00	
73300	212	700	Medicare	$3,020.00	
73300	217	700	Hybrid Stabilization Retirement	$1,200.00	
73300	429	700	Instructional Materials & Supplies	$5,960.00	
76100	707		Capital Projects	$1,145,250.00	
				$1,672,744.91	$1,672,744.91

****** Revision is required to move funds into the FY 2026 Budget for K-12 After School Programs, capital projects, textbooks & instructional programs

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

PASSED_____

RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

DONNA CRAIG
COUNTY CLERK

APPROVED_____

RANDY GEIGER
COUNTY MAYOR

Henry County Board of Education

Budget Revision

School Board Meeting- September 2025

County Commission-October 2025

Account Number Description

General Purpose School Fund

Decrease Reserve Account				**Debit**	**Credit**
34555		10	Reserved for Other Instructional Support		$141,678.36
34555		257	Reserved for Textbooks		$150,000.00
34555		600	Reserved for Furniture & Technology		$96,016.55
34555		700	After School Program (K-8 & 9-12)		$185,000.00
34785		325	Reserved for Capital Projects		$1,100,050.00

Increase Expenditure Account				**Debit**	**Credit**
71100	429		Instructional Materials & Supplies	$126,000.00	
71100	430		Electronic Textbooks	$30,000.00	
71100	449		Textbooks	$120,000.00	
73100	710		Food Service Equipment	$8,189.91	
73300	116	700	Teachers	$138,000.00	
73300	163	700	Educational Assistants	$70,200.00	
73300	201	700	Social Security	$12,910.00	
73300	204	700	Retirement	$12,015.00	
73300	212	700	Medicare	$3,020.00	
73300	217	700	Hybrid Stabilization Retirement	$1,200.00	
73300	429	700	Instructional Materials & Supplies	$5,960.00	
76100	707		Capital Projects	$1,145,250.00	
				$1,672,744.91	$1,672,744.91

**** Revision required to move funds into the FY 2026 Budget for K-12 After School Programs, capital projects, textbooks & instructional programs

RESOLUTION #5-10-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DRUG CONTROL FUND FOR FISCAL 2025-2026

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2025, adopted the budget for the Henry County Drug Fund for fiscal 2025-2026; 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 20th day of October 2025, 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 $30,000.00

INCREASE ACCOUNT 54150-338, entitled "Maintenance & Repair – Vehicle," in the amount of $30,000.00

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

PASSED_____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

To: Budget Committee

From: Sheriff Frey

Date: October 8, 2025

The Henry County Sheriff's Office would like to make the following budget transfers:

Increase Account 122-54150-338 entitled Maintenance & Repair - Vehicle in the amount of $30,000.00

Increase Revenue Account 122-42910 entitled Proceeds from Confiscated Property in the amount of $30,000.00

Replace boat motor.

RESOLUTION #6-10-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DEBT SERVICE FUND FOR FISCAL 2025-2026

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2025, adopted the budget for the Henry County Debt Service Fund for fiscal 2025-2026; 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 Debt Service Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Debt Service 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 Debt Service 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 20th day of October 2025, a majority or more of said membership concurring, that the budget for the Henry County Debt Service Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 82310-590, entitled "Transfer to Other Funds," in the amount of $1,000,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of $1,000,000.00

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

PASSED_____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

RESOLUTION #7-10-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY OTHER CAPITAL PROJECTS FUND FOR FISCAL 2025-2026

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2025, adopted the budget for the Henry County Other Capital Projects Fund for fiscal 2025-2026; 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 Other Capital Projects Fund; and,

WHEREAS, the expenditures authorized in the said budget of the Henry County Other 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 Other 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 20th day of October 2025, a majority or more of said membership concurring, that the budget for the Henry County Other Capital Projects Fund be and hereby is amended as follows, to-wit:

INCREASE REVENUE ACCOUNT 49800, entitled "Operating Transfers," in the amount of $1,000,000.00

DECREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of $1,000,000.00

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

PASSED_____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

RESOLUTION # 8-10-25

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO REMOVE DICKSON LANE FROM THE COUNTY ROAD LIST

WHEREAS, the Henry County Road Board met August 11, 2025, (Exhibit A) and voted to delete Dickson Lane from the county road list; and

WHEREAS, all adjoining landowners consented that the County abandon maintenance of this road and remove it from the county road list (See Exhibit B);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20th day of October, 2025, a majority or more of the membership concurring, to proceed with deleting Dickson Lane from the county road list.

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

PASSED_____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
HENRY COUNTY MAYOR

Exhibit B

The undersigned, being all persons with an ownership or other interest in land abutting Dickson Lane and depicted on ***Exhibit A*** hereto (the "Road") hereby petition the Henry County Road Superintendent and Road Board to close the Road. We irrevocably consent that said Road be abandoned by Henry County and removed from the county's official road list. We waive all road closure requirements of Title 54, Chapter 10 of the Tennessee Code. We certify that we are the only people with an ownership or other interest in land that touches the Road and agree to indemnify and hold harmless Henry County (and its officials) for any and all liabilities arising out of or pertaining in any way to closure of the Road. We understand that before the Road can be closed this petition must be approved by the Road Superintendent, Road Board, Regional Planning Commission, and County Commission. We understand that if the Road is closed: (a) the County will stop maintaining the Road, (b) ownership of the land underlying the Road may or may not revert to us, and (c) road closure does not extinguish private rights of third parties (if any) to use the Road.

SCOTT DICKSON

By Scott Dickson POA
CAROL J DICKSON

ANTHONY DICKSON

MADELON M DICKSON

TENNESSEE NOTARY ACKNOWLEDGMENT

State of Tennessee
County of Henry

Personally appeared before me, Scott Dickson, Carol J. Dickson, Anthony Dickson, Madelon M. Dickson, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 25 day of September, 2025.

Notary Public
Commission Expires: 4/16/2028

JOSEPH TUBBS
STATE OF TENNESSEE NOTARY PUBLIC
GIBSON COUNTY

The undersigned, being all persons with an ownership or other interest in land abutting Dickson Lane and depicted on ***Exhibit A*** hereto (the "Road") hereby petition the Henry County Road Superintendent and Road Board to close the Road. We irrevocably consent that said Road be abandoned by Henry County and removed from the county's official road list. We waive all road closure requirements of Title 54, Chapter 10 of the Tennessee Code. We certify that we are the only people with an ownership or other interest in land that touches the Road and agree to indemnify and hold harmless Henry County (and its officials) for any and all liabilities arising out of or pertaining in any way to closure of the Road. We understand that before the Road can be closed this petition must be approved by the Road Superintendent, Road Board, Regional Planning Commission, and County Commission. We understand that if the Road is closed: (a) the County will stop maintaining the Road, (b) ownership of the land underlying the Road may or may not revert to us, and (c) road closure does not extinguish private rights of third parties (if any) to use the Road.

SCOTT DICKSON

CAROL J DICKSON

ANTHONY DICKSON

MADELON M DICKSON

TENNESSEE NOTARY ACKNOWLEDGMENT

State of Tennessee
County of Henry

Personally appeared before me, Scott Dickson, Carol J. Dickson, Anthony Dickson, Madelon M. Dickson, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 29th day of Sept., 2025.

Notary Public
Commission Expires: 03-24-29

Leanne L Keeley NOTARY PUBLIC State of Tennessee Commission Exp 3/24/29

MINUTES OF THE HENRY COUNTY HIGHWAY COMMISSION
August 11th, 2025
5:00 p.m.

The Henry County Highway Commission met in a regular scheduled meeting on August 11th, 2025 at 5:00 p.m. The meeting was held at the Henry County Highway Department.

The meeting was called to order by Chairman Cody Craig. Mr. Craig also led in prayer. Those present at roll call were as follows: Cody Craig, Griffin Paschall, Mike Shinault and Roy Henry. Commissioners Kyle Norwood and Michael Parker were absent.

1. Old Business: The June agenda was addressed. Motion made by Griffin Paschall and second by Mike Shinault to approve the minutes of the June meeting. Motion passed on a voice vote. All present voting in the affirmative. Motion made by Griffin Paschall and second by Mike Shinault to approve the June wages and expenses as follows:

Wages	$ 128,928.44
Expenses	$2,136,154.61
Total	$2,265,083.05

Motion passed on a roll call vote. All present voting in the affirmative.

Motion made by Griffin Paschall and second by Roy Henry to approve an amendment to the 2025-2026 budget. An increase in 40110 Property tax revenue of $28,363.00 and an increase in 650511 Vehicle and Equipment Insurance of $18,047.00. Motion passed on a roll call vote. All present voting in the affirmative.

Madelon Dickson of 380 Dickson Ln. in Springville has requested Dickson Ln. be approved to be removed from the county-maintained road list and deemed as a private road. She and her family are the owners of Britton Ford Campground and own all the land along Dickson Ln., with the exception of a section that is under wildlife management. There is currently a gate at the end of where the county currently maintains and they plan to move the gate closer to the entrance of Dickson Ln off Old Britton Ford Rd. Motion made by Roy Henry and second by Mike Shinault to recommend the county commission remove Dickson Ln. from the county-maintained listing and

grant private road approval. Motion passed on a roll call vote. All present voting in the affirmative.

2. There were no minutes for July meeting, as there was no quorum.

3. Motion made by Griffin Paschall and second by Roy Henry to approve the July 2025 Wages and Expenses as follows:

Wages	$167,759.58
Expenses	$272,460.29
Total	$440,219.87

Motion carried on a roll call vote. All present voting in the affirmative.

4. Motion made by Mike Shinault and second by Griffin Paschall to approve the August 30-Day work plan as follows:

    1. Patch roads
    2. Trim limbs
    3. Birds Creek Rd.-patching
    4. Center School Rd.-gravel apron across from Hunter Rd.
    5. Bunn School Rd.-rip rap close to Vandyke
    6. Anderson Dr./Edmonds Pl.-culvert patch
    7. Crossland Rd.-needs shoulders added

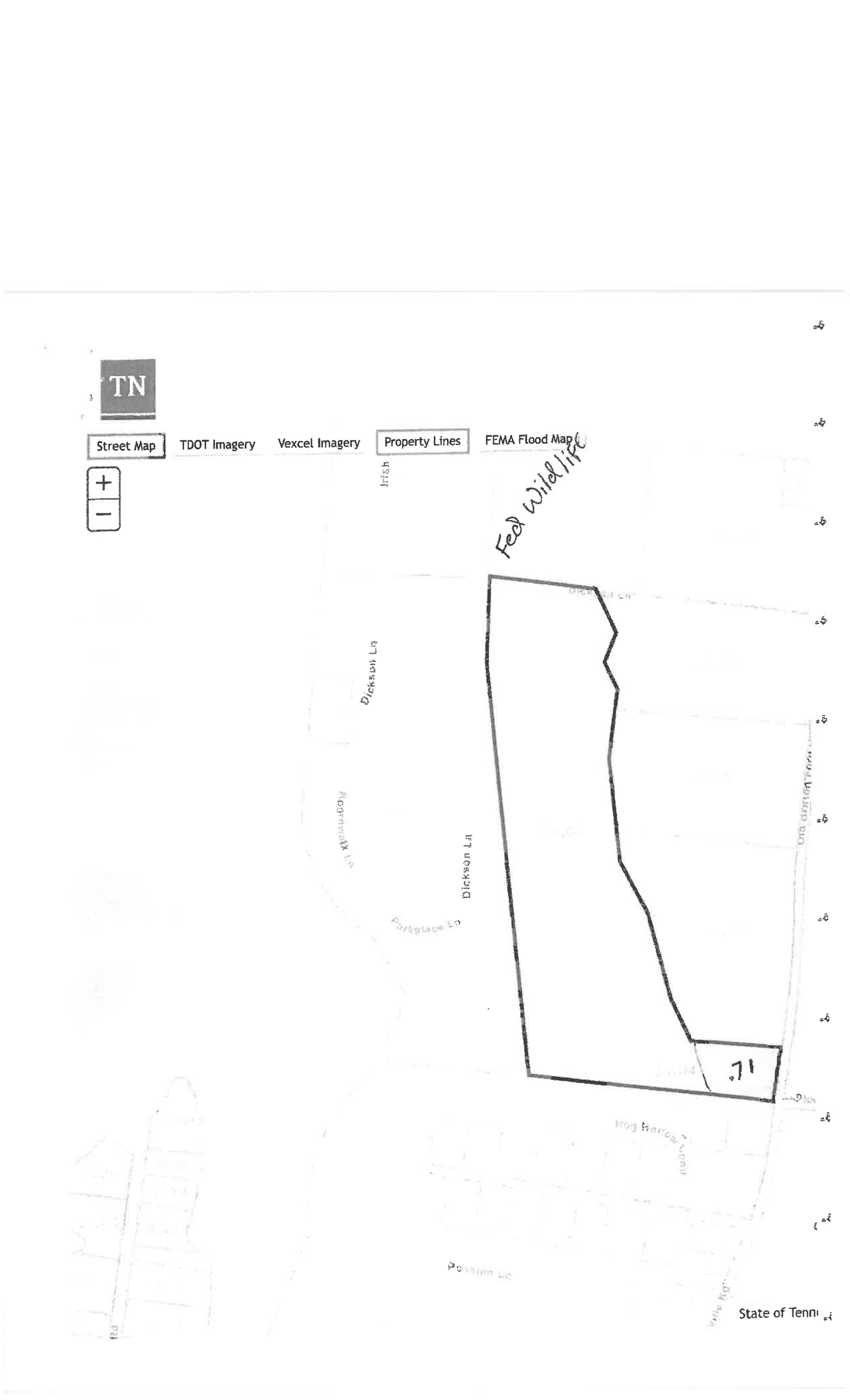
Motion carried on a voice vote. All present voting in the affirmative.

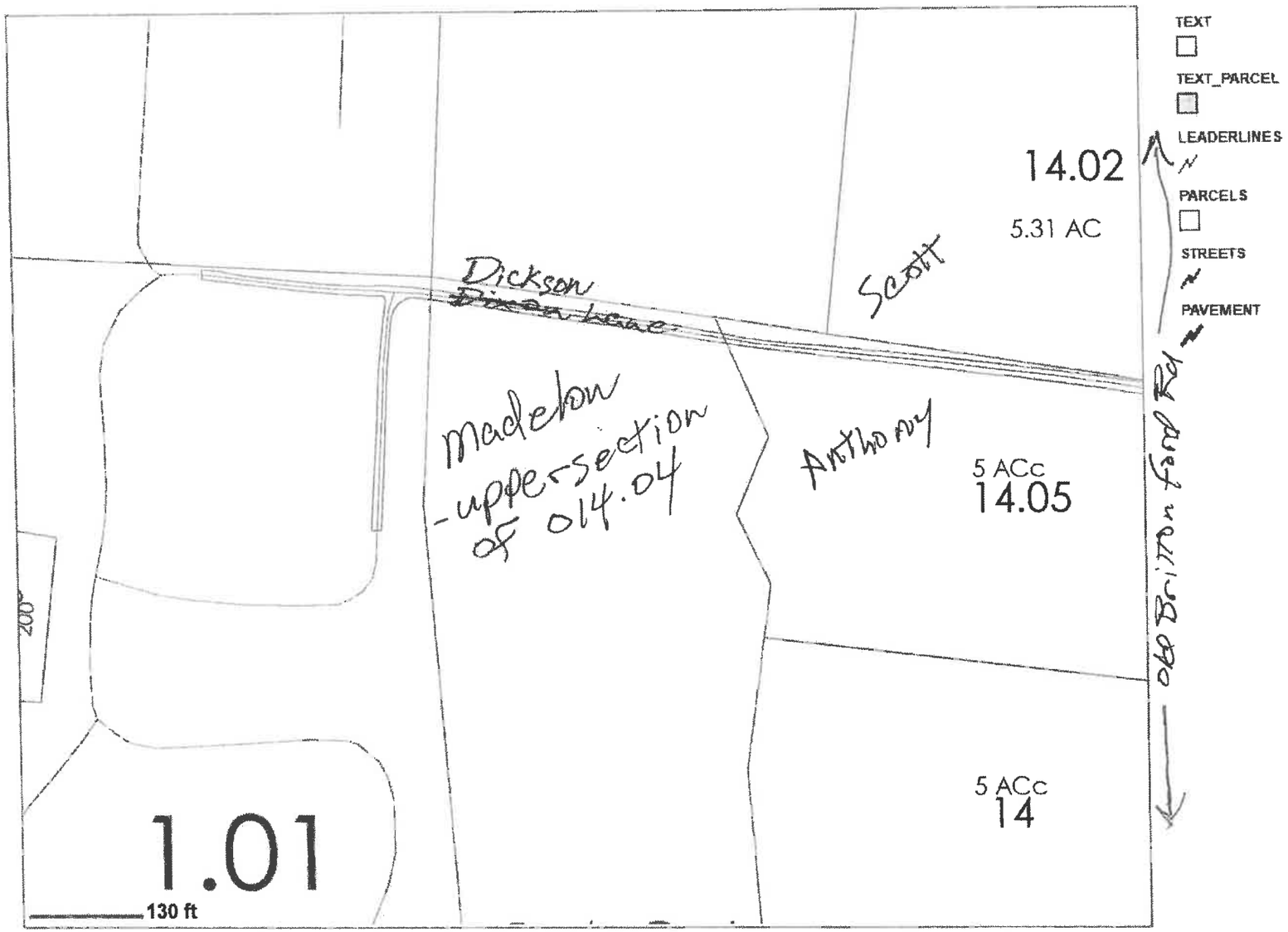
Motion to adjourn 5:20pm

DATE: ROAD BOARD CHAIRMAN:

_____ _____

Prepared by: Christy Alexander, Secretary


TN
Street Map
TDOT Imagery
Vexcel Imagery
Property Lines
FEMA Flood Map
Fed Wildlife
Dickson Ln
Dickson Ln
Hog Heaven Loop
State of Tenn



HENRY COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP


14.01
7.6 ACc
1
7.64 AC
7.6 ACc
2
17.3 AC
24.5 ACc
14.02
5.6 ACc
14.03
1.02
1.01
17.4 ACc
14
32.5 ACc
OLD BRITTON FORD ROAD
13
51 AC
48.3 ACc
15.26
15.27
1
2.8 ACc
3.01
3.7 AC
3.7 ACc
2
3
14.1 ACc
12
20.4 AC
19.5 ACc
12.0
12.0
12.0



TEXT

TEXT_PARCEL

LEADERLINES

PARCELS

STREETS

PAVEMENT

ORTHOPHOTO (Image)

ORTHOPHOTO (Image)

ORTHOPHOTO (Image)

ORTHOPHOTO (Image)

Dickson DR

Old Britton Ford

HENRY COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP

Property Type: **10 Farm**

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

DICKSON LN
Property Address
Ownership and Mailing Address

DICKSON ANDY L ETUX MADELON
380 DICKSON LANE
SPRINGVILLE TN 38256

Subdivision	BK	PG	BLOCK	LOT	TRACT
Alt Subdiv	BK	PG	BLOCK	LOT	TRACT
Additional Description					
Dimensions					

TAX YEAR 2025
HENRY

JUR	CONTROL MAP	GROUP	PARCEL	PI	S/I
040	091		014.04		001

City
SSD1
SSD2

Total Land Units 12.7
Deed Acres
Calculated Acres 15.7

Map 091 Updated 03/13/2025
Dist 11 Printed 06/27/2025

Card: 1 of 1

Page: 1 of 1

DWELLING DATA

Improv Type		Lower Level	
Stories		Heating/Air	
Exterior Wall		Attic	
Heating Fuel			
Year Built	Eff Yr Built	Rooms	Bedrooms
Full Baths	Half Baths	Add'l Fixtures	Total Fixtures
Wood FP Stacks	Openings	Add'l Sty	PreFab Add'l Sty
Info Src Occ	Rental: Src	Year	Amount Sched
Foundation		Floor Finish	
Floor System		Interior Finish	
Party Wall		Paint/Decor	
Struct. Frame		Bath Tile	
Roof Framing		Electrical	
Roof Cov/Deck		Shape	
Cab/Millwork			

Quality Condition Class:
Prorate Date Factor % Comp Cost & Design 0
Depr: Physical Other Phys Functional External % Good 100

GFLA	Factors: Area	Story	Const	Grade	SFLA	Depr Yr	Eff Age	County Factor
						2025		1.00

	Base Dwelling	Add'l Areas	Total	$/SqFt
RCN				
RCNLD				

% Complete
Dwelling Factor
Dwelling Value

AREAS: Lower Floor First & Above Area % SFLA Rate RCN

APPRAISED VALUES

LAND	140,300
IMPROVEMENTS	0
TOTAL APPRAISAL	140,300
GREENBELT APR	
ASSESSMENT	35,075
ASSESSED @	25%
APPROACH	COST VALUE

Value Correlation

	Value
COST	140,300
INCOME	
MARKET	

PARCEL DATA

NBHD	V11
Review Flag	
Living Units	
Water/Sewer	01 Public / Public
Electricity	01 Public
Gas	00 None
Topo	1 Rolling
Road Type	4 Gravel
Delete Next Year	N
Greenbelt Review	
Land Apr Date By	
# Improvements	
# Mobile Homes	
NH Trend	0 STABLE
Other	
Land Use Code	
Zoning	

GREENBELT

Year	Recorded
App#	Book/Pg

ENTRANCES

Date	Code	ID

BUILDING PERMITS

Date	Type	Status	Last Visit

OUTBUILDINGS and YARD ITEMS

Code	Description	Yr Blt	Eff Yr	Area	Grade	Units	Add'l Description	Class	Rate	Cnd	RCN	%Good	Prort	Adj Fact	Value

Total OBY Value

MARKET LAND

#	Type	Table	Code	Acc	Front	Depth	Units	Rate	Infl	Fld	Topo	Loc	Size	Mkt	Dep	Adj Rate	Value	Class
1	A	46A	01	B			12.7	6,500.00					145	125	100	11,050.00	140,340	
						Totals:	12.7										140,340	

AGRICULTURAL / GREENBELT LAND

#	Mkt Line	Use Type	Soil Type	Access	Acres	Rate	Use Value
				Totals:			

SALES

Date	Book	Page	Price	Adj Price	V/I	Instr	A/R	Owner
01/25/2018	482	591	73,125	73,125	V	WD	P	DICKSON ANDY L ETUX MADELON
05/02/2017	465	49	47,500	47,500	V	WD	P	DICKSON ANDY L ETUX MADELON

NOTES

1/25/18 PT FROM 91/14.00 COMBINED
2 AC SPLIT FROM PCL 14.00 COMBINED W/THIS PCL FOR 2017, G52.
.87AC FROM PCL 14 COMB W/THIS PCL FOR 2018, G70
8/19/21 SPLIT 91/14.06

Property Type: 00 Residential

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

313 OLD BRITTON FORD RD
Property Address

Ownership and Mailing Address
DICKSON SCOTT A ETUX CAROL J
6 CREEKWOOD RD
HUMBOLDT TN 38343

Subdivision
BK H PG 24 BLOCK LOT TRACT
Alt Subdiv
BK PG BLOCK LOT TRACT
Additional Description
Dimensions

TAX YEAR 2025
HENRY

JUR	CONTROL MAP	GROUP	PARCEL	PI	S/I
040	091		014.02		000

City
SSD1
SSD2
Map 091
Dist 11
Updated 02/07/2025
Printed 06/25/2025

Total Land Units 5.3
Deed Acres 5.31
Calculated Acres 5.3

Card: 1 of 1
Page: 1 of 1

DWELLING DATA

Improv Type
Stories
Exterior Wall
Heating Fuel
Lower Level
Heating/Air
Attic

Year Built	Eff Yr Built	Rooms	Bedrooms
Full Baths	Half Baths	Add'l Fixtures	Total Fixtures
Wood FP Stacks	Openings	Add'l Sty	PreFab / Add'l Sty
Info Src / Occ	Rental: Src	Year / Amount	Sched

Foundation
Floor System
Party Wall
Struct. Frame
Roof Framing
Roof Cov/Deck
Cab/Millwork
Floor Finish
Interior Finish
Paint/Decor
Bath Tile
Electrical
Shape

Quality / Condition / Class:
Prorate / Date / Factor / % Comp / Cost & Design 0
Depr: Physical / Other Phys / Functional / External / % Good 100

GFLA	Area	Story	Const	Grade	SFLA	Depr Yr	Eff Age	County Factor
						2025		1.00

	Base Dwelling	Add'l Areas	Total	$/SqFt
RCN				
RCNLD				

% Complete
Dwelling Factor
Dwelling Value

AREAS: Lower Floor / First & Above — Area / % SFLA / Rate / RCN

APPRAISED VALUES

LAND	68,600
IMPROVEMENTS	6,300
TOTAL APPRAISAL	74,900
GREENBELT APR	
ASSESSMENT	18,725
ASSESSED @	25%
APPROACH	COST VALUE

Value Correlation

	Value
COST	74,900
INCOME	
MARKET	

PARCEL DATA

NBHD V11
Review Flag
Living Units
Water/Sewer
11 Individual / Individual
Electricity
01 Public
Gas
00 None
Topo 1 Rolling
Road Type 4 Gravel
Delete Next Year
Greenbelt Review N
Land Apr Date 03/25/1999 By 10
Improvements 0
Mobile Homes 1
NH Trend 0 STABLE
Other
Land Use Code 11
Zoning

GREENBELT
Year / Recorded
App# / Book/Pg

OUTBUILDINGS and YARD ITEMS

Code	Description	Yr Blt	Eff Yr	Area	Grade	Units	Add'l Description	Class	Rate	Cnd	RCN	%Good	Prort	Adj Fact	Value
MH2	Mobile Home Class 2	1971	1971	1	C	1	12X60		4500	UN	4,500	100		1	4,500
MOU	Mh Open Porch Unfin	1992	1992	192	C	1	8X24		23.9063	AV	4,590	37.5		1	1,720
SHD	Shed	1500	1500	1	C	1			0	UN	0	100		1	0
SKT	Skirting	1500	1500	1	C	1			100	UN	100	100		1	100

Total OBY Value: 6,320

ENTRANCES

Date	Code	ID
12/13/1994	02 OBY Apr	03

BUILDING PERMITS

Date	Type	Status	Last Visit

MARKET LAND

#	Type	Table	Code	Acc	Front	Depth	Units	Rate	Infl	Fld	Topo	Loc	Size	Mkt	Dep	Adj Rate	Value Class
1	U	47	02		0	0	5.3	28,750.94						45	100	12,937.92	68,570
					Totals:		5.3										68,570

AGRICULTURAL / GREENBELT LAND

#	Mkt Line	Use Type	Soil Type	Access	Acres	Rate	Use Value
				Totals:			

SALES

Date	Book	Page	Price	Adj Price	V/I	Instr	A/R	Owner
04/28/2022	594	286	120,000	120,000	I	WD	A	DICKSON SCOTT A ETUX CAROL J
04/20/2011	326	877						BEASLEY VERNON RAY &
11/23/1970	0099	0067						BEASLEY WM G ETUX MARY A
01/01/1000	NA	0069						

NOTES

TOWNHOUSE MH
4/20/11 DEED - AFFIDAVIT OF HEIRSHIP
MAP CHANGE, NEW SURVEY FOR 2023.

roperty Type: **00 Residential**

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

RITTON FORD RD
Property Address
Ownership and Mailing Address

ICKSON ANTHONY
40 DICKSON LN
PRINGVILLE TN 38256

Subdivision
BK G PG 70 BLOCK LOT TRACT
Alt Subdiv
BK G PG 91 BLOCK LOT TRACT 1
Additional Description
Dimensions

TAX YEAR 2025
HENRY

JUR	CONTROL MAP	GROUP	PARCEL	PI	S/I
040	091		014.05		000

City
SSD1
SSD2
Total Land Units 5
Deed Acres
Calculated Acres 5

Map 091 Dist 11
Updated 02/07/2025
Printed 06/25/2025
Card: 1 of 1
Page: 1 of 1

DWELLING DATA

nprov Type		Lower Level	
tories		Heating/Air	
xterior Wall		Attic	
eating Fuel			
ear Built	Eff Yr Built	Rooms	Bedrooms
ull Baths	Half Baths	Add'l Fixtures	Total Fixtures
ood FP Stacks	Openings	Add'l Sty	PreFab Add'l Sty
nfo Src Occ	Rental: Src	Year	Amount Sched
oundation		Floor Finish	
loor System		Interior Finish	
arty Wall		Paint/Decor	
truct. Frame		Bath Tile	
oof Framing		Electrical	
oof Cov/Deck		Shape	
ab/Millwork			

Quality Condition Class:
Prorate Date Factor % Comp Cost & Design 0
Depr Physical Other Phys Functional External % Good 100

Factors								
GFLA	Area	Story	Const	Grade	SFLA	Depr Yr	Eff Age	County Factor
						2025		1.00

	Base Dwelling	Add'l Areas	Total	$/SqFt
RCN				
RCNLD				

% Complete
Dwelling Factor
Dwelling Value

AREAS: Lower Floor First & Above Area % SFLA Rate RCN

APPRAISED VALUES

LAND	41,800
IMPROVEMENTS	0
TOTAL APPRAISAL	41,800
GREENBELT APR	
ASSESSMENT	10,450
ASSESSED @	25%
APPROACH	COST VALUE

Value Correlation

	Value
COST	41,800
INCOME	
MARKET	

PARCEL DATA

NBHD V11
Review Flag
Living Units
Water/Sewer
11 Individual / Individual
Electricity
01 Public
Gas
00 None
Topo 1 Rolling
Road Type 4 Gravel
Delete Next Year
Greenbelt Review N
Land Apr Date 01/25/2005 By 12
Improvements
Mobile Homes 0
NH Trend 0 STABLE
Other
Land Use Code
Zoning

GREENBELT

Year	Recorded
App#	Book/Pg

OUTBUILDINGS and YARD ITEMS

Code	Description	Yr Blt	Eff Yr	Area	Grade	Units	Add'l Description	Class	Rate	Cnd	RCN	%Good	Prort	Adj Fact	Value

Total OBY Value

ENTRANCES

Date	Code	ID
06/04/1984	01 Bldg Apr	21

BUILDING PERMITS

Date	Type	Status	Last Visit

MARKET LAND

#	Type	Table	Code	Acc	Front	Depth	Units	Rate	Infl	Fld	Topo	Loc	Size	Mkt	Dep	Adj Rate	Value Class
2	U	34	03		0	0	5	13,920.00						60	100	8,352.00	41,760
					Totals:		5										41,760

AGRICULTURAL / GREENBELT LAND

#	Mkt Line	Use Type	Soil Type	Access	Acres	Rate	Use Value
				Totals:			

SALES

Date	Book	Page	Price	Adj Price	V/I	Instr	A/R	Owner
08/09/2019	517	687				QC		DICKSON ANTHONY
07/15/2019	515	586				QC		DICKSON ANTHONY ETUX ALICIA
01/25/2018	482	591	73,125	73,125	V	WD	P	DICKSON ANDY L ETUX MADELON
05/02/2017	465	49	47,500	47,500	V	WD	P	DICKSON ANDY L ETUX MADELON

NOTES

1/25/18 COMBINED PT FROM 91/14.00

RESOLUTION NO. 9-10-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HENRY COUNTY, TENNESSEE TO APPOINT HENRY COUNTY GENERAL SESSIONS/JUVENILE COURT JUDGE

WHEREAS, a vacancy now exists on the Henry County General Sessions and Juvenile Court Judge; and

WHEREAS, it is the duty and responsibility of the Board of Commissioners of Henry County, Tennessee to appoint a qualified citizen to fill the said vacancy; and

WHEREAS, the Board of Commissioners has examined and evaluated the qualifications of certain citizens for appointment to the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this the 20th day of October, 2025, the majority of the Commissioners concurring, that _____is appointed to the Henry County Commission for an interim period effective February 2, 2026, to fill the unexpired term of Henry County General Sessions and Juvenile Court Judge Vicki S. Snyder. This position will be open for election again at the next countywide general election to be held in August, 2026.

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_____

_____
RANDY GEIGER, CHAIRMAN
COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

RESOLUTION NO. 10-10-25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS APPROVING ACCEPTANCE OF STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

WHEREAS, Henry County has been awarded a grant from the State of Tennessee Department of Finance and Administration, Strategic Technology Solutions known as "State and Local Cybersecurity Grant Program" more particularly described in the grant contract attached as ***Exhibit A*** for the purposes therein contained; and

WHEREAS, acceptance and implementation of the Grant will promote the welfare and is in the best interests of the citizens and residents of the County; and

WHEREAS, the County Commission finds that acceptance of the Grant is consistent with County priorities and prudent fiscal management; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20th day of October, 2025, a majority or more of the members concurring, as follows:

1. Henry County hereby accepts the Grant subject to the terms and conditions contained in the Grant Contract.

2. The County Mayor is hereby authorized and directed to execute the Grant Contract and any documents reasonably necessary to carry out the purposes of the Grant, including certifications, assurances, reports, and amendments that do not materially increase the County's financial obligations or alter the scope of work.

3. The State of Tennessee Department of Finance and Administration, Strategic Technology Solutions is designated to administer the Grant, ensure compliance with all applicable federal, state, and grantor requirements, and maintain all records required for monitoring, audit, and reporting.

4. The County hereby appropriates the Grant funds for the purposes stated in the Grant Contract. The Finance Director is authorized to establish the appropriate revenue and expenditure accounts and to process any necessary budget amendments

BE IT FINALLY RESOLVED A true and correct copy of this resolution shall be spread upon the minutes of this meeting.

PASSED_____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

Exhibit A

3-5-25 GG

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
10/01/2025	09/30/2027	31701-03714	N/A

Grantee Legal Entity Name	Edison Vendor ID
Henry County Government	4223

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number 97.137

Grantee's fiscal year end – June 30, 2026

Service Caption (one line only)

State and Local Cybersecurity Grant Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026			$54,683		$54,683
TOTAL:					**$54,683**

Grantee Selection Process Summary

☒ Competitive Selection

Tennessee has established a cybersecurity grant planning committee that is composed of at least one-half of the representatives having professional experience relating to cybersecurity or information technology. This committee is responsible for reviewing the applications and deciding on the award amounts based on the NOFO 2023.

☐ Non-competitive Selection

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE – GG

Speed Chart (optional)	Account Code (optional)
FA00003738	

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION, STRATEGIC TECHNOLOGY SOLUTIONS
AND
HENRY COUNTY GOVERNMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Strategic Technology Solutions, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Henry County Government, hereinafter referred to as the "Grantee," is for the provision of cybersecurity goods and services as a part of the Federal Fiscal Year 2023, State and Local Cybersecurity Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4223

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall complete the awarded cybersecurity projects as described in Attachment Three. These projects may include one or more of the following:

a. The Grantee shall utilize cybersecurity awareness training through the statewide contract vendor training solution. The cybersecurity awareness training licensing will be provided to the Grantee in lieu of direct funding.
b. The Grantee shall deploy an Endpoint Detection and Response (EDR) solution that shall be installed on their endpoints to address detection and prevention. The EDR solution will be monitored by the software provider for malicious activities and mitigation controls would be put in place to prevent further access into the network and systems. The EDR solution will be provided to the Grantee in lieu of direct funding. Grantee will coordinate with the EDR solution provider to install and implement the EDR solution.
c. The Grantee may use funding for another project as named in their application and Attachment Four.

A.3. Grantee shall be in compliance with the Federal Fiscal Year (FFY) 2023 State and Local Cybersecurity Grant Program (SLCGP) guidance and the State of Tennessee's Homeland Security Strategy.

A.4. The Grantee shall ensure all federal funds received through this Grant Contract shall not be used to supplant any funds for local government entities. Grantor will reimburse the Grantee in accordance with Sections C.6. and C.7. of this Grant Contract.

A.5. Grantee shall complete an annual Nationwide Cybersecurity Review (NCSR) assessment throughout the term of this Grant Contract.

A.6. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

A.8. Incorporation of Grantor Award Letter. The Grantor award letter, which appears as Attachment Three, is incorporated in this Grant Contract.

A.9. 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 Four) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective for the period beginning on October 1, 2025 ("Effective Date") and ending on September 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty-Four Thousand Six Hundred and Eighty-Three Dollars ($54,683) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. 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.

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 Scope, 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 Finance and Administration
Strategic Technology Solutions
21st Floor WRS TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Billing.Services@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: Finance and Administration, Strategic Technology Solutions.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, 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. Grant Budget and Revisions to Grant Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars ($0.00) or increase the total Grant Contract amount detailed by the Grant Budget.

b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.

c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. 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.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.

d. The Grantee must close out its accounting records at the end of the Term 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 costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and 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 Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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 Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

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 related matter. 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. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return 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 this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant 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 that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, 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 Grant 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 remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 of Lobbying Activities," 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 31 U.S.C. § 1352.

D.8. 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

CyberSafeTN Grant Team
Department of Finance & Administration, Strategic Technology Solutions
901 Rep. John Lewis Way, N., Nashville, TN 37243
CyberSafeTN@tn.gov

The Grantee:

Drennan Mayberry, Deputy Clerk/IT
Henry County Government
P.O. Box 7 Paris, TN 38242-4057
dmayberry@henrycountytn.org
Telephone # 731-614-3309

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant 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.

D.10. 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 handicap or 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant 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 Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. 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.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. 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 Grant Contract is not a waiver or relinquishment of any 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.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they 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.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. 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 offence 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, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F,R, § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.,* known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the

Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenue from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2.C. F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements. Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.7. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.10. Access to Records.

a. The Grantee agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this Grant Contract for purposes of making audits, examinations, excerpts, and transcriptions.

b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Grant Contract.

d. In Compliance with the Disaster Recovery Act of 2018, the State and the Grantee acknowledge and agree that no language in this Grant Contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

E.11. No Obligation by Federal Government. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.

E.12. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.

E.13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

IN WITNESS WHEREOF,

HENRY COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

FINANCE AND ADMINISTRATION, STRATEGIC TECHNOLOGY SOLUTIONS:

JAMES E. BRYSON, COMMISSIONER **DATE**

ATTACHMENT ONE

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following **Applicable Period:** **BEGIN: October 1, 2025** **END: September 30, 2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$54,683	0.00	$54,683
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**0.00**	**0.00**	**$54,683**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
IT Equipment Upgrades	$24,683
Security Camera and Access Control	$30,000
TOTAL	$54,683

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Henry County Government
Subrecipient's Unique Entity Identifier (SAM)	UFRBH25PKCA4
Federal Award Identification Number (FAIN)	EMW-2023-CY-00071-S01
Federal award date	12/07/2023
Subaward Period of Performance Start and End Date	12/01/2023 – 11/30/2027
Subaward Budget Period Start and End Date	12/01/2023 – 11/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.137 State and Local Cybersecurity Grant Program
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2027
Amount of federal funds obligated by this grant contract	$43,746.40
Total amount of federal funds obligated to the subrecipient	Consolidated data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$43,746.40
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	SLCGP 2023
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Christopher Patrick Logan, GPD Assistant Administrator FEMA-GPD 400 C Street, SW, 3rd Floor Washington, DC 20472 Telephone #: (866) 927-5646
Name of pass-through entity	Tennessee Department of Finance and Administration, Strategic Technology Solutions
Name and contact information for the pass-through entity awarding official	Curtis Clan, Chief Information Security Officer Finance and Administration, Strategic Technology Solutions 901 Rep. John Lewis Way N. Nashville, TN 37243 Telephone#: (615) 741-9109 Curtis.Clan@tn.gov
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

ATTACHMENT THREE

TN Department of Finance & Administration | Strategic Technology Solutions

April 14, 2025

Subject: Federal Fiscal Year 2023 DHS State and Local Cybersecurity Grant Program

(SLCGP) Dear Henry County Government,

CyberSafeTN is pleased to inform you that your organization has been awarded the following items through the United States Department of Homeland Security State and Local Cybersecurity Grant Program.

Managed Services	Requested Licenses	Awarded Licenses
Endpoint Detection and Response (CrowdStrike)	30	30
End User Cybersecurity Awareness Training (InfoSec IQ)	100	100

In lieu of direct funding, the software type and quantity of licensing in the table above shall be provided on behalf of the State and shall not be purchased separately by the awarded grantee. The awarded licensing shall only be deployed once a signed contract between the State of Tennessee and the grantee is executed. The CrowdStrike and InfoSec IQ licensing must be implemented within the first three (3) months after you receive your fully executed contract. If not deployed within the first three (3) months of the contract execution date, the state may revoke your licensing award and reallocate the unused licensing to alternate grantees.

Passthrough Allocations

#	Project Title	Funds Requested	Funds Awarded
1	IT Equipment Upgrades	$24,683.00	$24,683.00
2	Security Camera and Access Control Upgrades	$30,000.00	$30,000.00
3	Gate Access Control	$20,500.00	Not within the scope of the grant
4	Access Control in Sheriff's Office	$22,000.00	Not within the scope of the grant

The SLCGP is a federal and state funded reimbursement grant awarded through the State of Tennessee. This award notice does not guarantee any grant funding will be provided. Grant funding may only be awarded once a signed contract between the State of Tennessee and the grantee is executed. You will receive an email from CyberSafeTN regarding next steps for the contract process and installation of services.

If you have any questions or concerns regarding this correspondence and/or process, please contact CyberSafeTN@tn.gov

ATTACHMENT FOUR

Project Title: IT Equipment Upgrades
Total Project Cost: $24,683

As part of securing our network and infrastructure we are in need of new equipment. Currently, we have 15 wireless access points that have been end of life for over three years now and support ended on the units the year prior. Essentially, these units have not received updates for 4 years and even when the units were originally installed updates were not maintained by the managed service provider. We are asking for 15 new Aruba HPE AP25 access points. These access points would seamlessly integrate with our network's HPE Aruba Switches. These will be maintained by county IT and there would not be any cost associated with installation only cost for the hardware.

We also have at least 15 desktops and laptops that are 5-15 years old. Some units run so slow that new programs cannot be installed nor can security updates and patches be installed. Some units are still utilizing Windows XP and Windows 7; our Archives department is housing most of the computers that are 10 years old or older and their software for their archive database is almost 20 years old. If one of their database computers goes down in the near future we are likely to lose dozens of years of scanned documents which include court filings, deeds, trusts, marriages, birthdates, etc. We are requesting funding for 17 desktops, 17 monitors and 2 laptops. This would allow us to roll out new units that are up to speed with today's security threats.

As part of these equipment upgrades we would also request funding for backup equipment and drives. Currently, there are critical computers that are only partially able to utilize a backup. Our Mayor's office and accounts cannot utilize a backup of their entire computers; there is only room partial storage of each device. Users must decide what is the most critical information to them. Our Archives department has records dating back to 1800s all the way to present day; it is imperative that we properly store them for safe keeping form cyber criminals, but also in case of a natural disaster. Another critical part of securing our networking infrastructure is backing up our security camera footage. At this moment we can only back up 10 days of footage and because of the hard drive space being at capacity when you try to view the back up footage the video skips. We asking for two Synology NAS units to backup computers and our security camera system. We would also like to utilize a cloud based backup system as well such as Synology C2 or Backblaze. The cost of the cloud system varies depending upon the amount of TBs; we estimate this cost to be approximately $1,000-$2,000.

The only cost associated with this project is for the hardware. All installation and setup will be done by county IT. The cost for the 17 desktops, 17 monitors, 2 laptops, 2 Synology rackstation units, 8- 8TB Hard drives, and 17 mounts for the desktops is approximately $28,000. The cost estimate for a cloudbackup solution is estimated at $1,000-$2,000 bringing the total project cost to $30,000.

Project Title: Security Camera and Access Control Upgrades
Total Project Cost: $30,000

As part of securing our network and infrastructure we are in need of new equipment. Currently, we have 15 wireless access points that have been end of life for over three years now and support ended on the units the year prior. Essentially, these units have not received updates for 4 years and even when the units were originally installed updates were not maintained by the managed service provider. We are asking for 15 new Aruba HPE AP25 access points. These access points would seamlessly integrate with our network's HPE Aruba Switches. These will be maintained by county IT and there would not be any cost associated with installation only cost for the hardware.

We also have at least 15 desktops and laptops that are 5-15 years old. Some units run so slow that new programs cannot be installed nor can security updates and patches be installed. Some units are still utilizing Windows XP and Windows 7; our Archives deparment is housing most of the computers that are 10 years old or older and their software for their archive database is almost 20 years old. If one of their database computers goes down in the near future we are likely to lose dozens of years of scanned documents which include court filings, deeds, trusts, marriages, birthdates, etc. We are requesting funding for 17 desktops, 17 monitors and 2

laptops. This would allow us to roll out new units that are up to speed with today's security threats.

As part of these equipment upgrades we would also request funding for backup equipment and drives. Currently, there are critical computers that are only partially able to utilize a backup. Our Mayor's office and accounts cannot utilize a backup of their entire computers; there is only room partial storage of each device. Users must decide what is the most critical information to them. Our Archives department has records dating back to 1800s all the way to present day; it is imperative that we properly store them for safe keeping form cyber criminals, but also in case of a natural disaster. Another critical part of securing our networking infrastructure is backing up our security camera footage. At this moment we can only back up 10 days of footage and because of the hard drive space being at capacity when you try to view the back up footage the video skips. We asking for two Synology NAS units to backup computers and our security camera system. We would also like to utilize a cloud based backup system as well such as Synology C2 or Backblaze. The cost of the cloud system varies depending upon the amount of TBs; we estimate this cost to be approximately $1,000-$2,000.

The only cost associated with this project is for the hardware. All installation and setup will be done by county IT. The cost for the 17 desktops, 17 monitors, 2 laptops, 2 Synology rackstation units, 8- 8TB Hard drives, and 17 mounts for the desktops is approximately $28,000. The cost estimate for a cloudbackup solution is estimated at $1,000-$2,000 bringing the total project cost to $30,000.

RESOLUTION NO. 11-10-25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS APPROVING ACCEPTANCE OF OPERATIONS DATA COUNTER AND ALP UPDATE GRANT PROGRAM

WHEREAS, Henry County has been awarded a grant from the State of Tennessee Department of Transportation known as "Operations Data Counter and ALP Update" more particularly described in the grant contract attached as ***Exhibit A*** for the purposes therein contained; and

WHEREAS, acceptance and implementation of the Grant will promote the welfare and is in the best interests of the citizens and residents of the County; and

WHEREAS, the County Commission finds that acceptance of the Grant is consistent with County priorities and prudent fiscal management; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 20th day of October, 2025, a majority or more of the members concurring, as follows:

1. Henry County hereby accepts the Grant subject to the terms and conditions contained in the Grant Contract. The Commission acknowledges the required local match of $14,925.00 and authorizes the same as set forth herein.

2. The County Mayor is hereby authorized and directed to execute the Grant Contract and any documents reasonably necessary to carry out the purposes of the Grant, including certifications, assurances, reports, and amendments that do not materially increase the County's financial obligations or alter the scope of work.

3. The State of Tennessee Department of Transportation, is designated to administer the Grant, ensure compliance with all applicable federal, state, and grantor requirements, and maintain all records required for monitoring, audit, and reporting.

4. The County hereby appropriates the Grant funds for the purposes stated in the Grant Contract. The Finance Director is authorized to establish the appropriate revenue and expenditure accounts and to process any necessary budget amendments

BE IT FINALLY RESOLVED A true and correct copy of this resolution shall be spread upon the minutes of this meeting.

PASSED_____

_____
RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION

_____
DONNA CRAIG
COUNTY CLERK

APPROVED_____

_____
RANDY GEIGER
COUNTY MAYOR

03-05-25 GG
TAD Project Number: 40-555-0765-26
TAD Contract Number: AERO-26-173-00
Federal Grant Number: NA

Exhibit A

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
7/11/2025	7/10/2028	40100-51491	87314

Grantee Legal Entity Name	Edison Vendor ID
Henry County	4223

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number: N/A

Grantee's fiscal year end – June 30th

Service Caption (one line only)

Operations Data Counter and ALP Update

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	$283,575.00	$0.00		$14,925.00	$298,500.00
TOTAL:	**$283,575.00**	**$0.00**		**$14,925.00**	**$298,500.00**

Grantee Selection Process Summary

☒ Competitive Selection

For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.

☐ Non-competitive Selection

Describe the reasons for a non-competitive grantee selection process.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Speed Chart (optional)

Account Code (optional)

71301

VENDOR ADDRESS: 4 **LOCATION CODE: PARIS-003**

03-05-25 GG
TAD Project Number: 40-555-0765-26
TAD Contract Number: AERO-26-173-00
Federal Grant Number: NA

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Henry County, hereinafter referred to as the "Grantee," is for the provision of Airport Development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4223

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Federal Aviation Administration (FAA) requires through its Airport Sponsor Assurances (2/2020) that airports "will keep up to date at all times an airport layout plan of the airport." Grantee shall draft a proposed work authorization for its consultant detailing the scope of work, schedule, and cost items, and shall submit the proposed work authorization to the State for approval. The Grantee then may issue the work authorization to its consultant only after receiving written approval from the State. Grantee's Airport Layout Plan shall include all components described in FAA Advisory Circular 150-5070-6B, particularly Chapter 2, Paragraph 202(c) and Chapter 10, and shall meet all other requirements as defined in applicable law and FAA guidance and as detailed each project's approved and signed work authorization. Upon completion of the Airport Layout Plan, the Airport Layout Plan must receive a "Conditionally Approved" letter from FAA. The Airport Layout Plan must be signed by the Grantee and sent to the State for final signatures and approval within 60 days of Grantee's receipt of the "Conditionally Approved" letter. Any task or condition not completed based on Paragraph A.3. or per the approved work authorization will be ineligible for reimbursement or will be subject to a repayment of funds to the State.

Meetings as detailed in Section C.5. will be held at an agreed upon location in person or via conference call or webinar. All documents that need to be reviewed by the State must be submitted to the State no later than three weeks prior to a scheduled meeting. The 90% Airport Layout Plan documents must be submitted to the State six months prior to the grant end date. The 100% Airport Layout Plan documents needing FAA conditional approval must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.

A.3. The Grantee shall complete the following tasks and shall be eligible for reimbursement as detailed in Section C.5. upon the completion of the following tasks:

Task 1: Aviation Forecast (Lump Sum) *

(1) Milestone: First submission
   i. 50% of lump sum - Basis of Payment - Aviation forecast submitted to State for review

(2) Milestone: Second submission
   i. 40% of lump sum – Basis of Payment – Aviation forecast submitted to State for review with TDOT comments incorporated and addressed

(3) Milestone– Final Submission and Approval

i. 10% of lump sum - Basis of Payment – Aviation forecast submitted to Federal Aviation Administration (FAA) Memphis Airports District Office (ADO) and FAA Memphis ADO comments incorporated (as needed). FAA and/or TDOT approval of forecast.

**Note: The Aviation Forecast must be approved by the FAA and/or TDOT before work can begin on Task 2, 3, 5, and 6 as defined in the ALP Project Pay Provisions. Work completed on Tasks 2, 3, 5, and 6 before the Aviation Forecast is approved by the FAA and/or TDOT is ineligible for payment. Once the Aviation Forecast is approved, work towards Tasks 2, 3, 5, and 6 can begin and are eligible for payment as their associated milestones and basis of payment are reached.*

Task 2: Airport Layout Plan (Lump Sum)

(1) Milestone: Scoping Meeting
   i. 6% of lump sum - Basis of Payment- Scoping meeting held
   ii. 2% of lump sum - Basis of Payment- Meeting minutes received

(2) Milestone: Kickoff Meeting
   i. 5% of lump sum - Basis of Payment- Kickoff meeting held
   ii. 2% of lump sum - Basis of Payment- Meeting minutes, executed Work Authorization, and, if any, executed subcontracts received

(3) Milestone: 30% Progress Meeting and 30% digital ALP submitted no later than three weeks prior to the scheduled 30% Progress Meeting
   i. 12% of lump sum - Basis of Payment – 30% digital ALP meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review and 30% Progress Meeting held
   ii. 3% of lump sum - Basis of Payment – Meeting minutes received

(4) Milestone: 60% Progress Meeting and 60% digital ALP submitted no later than three weeks prior to the scheduled 60% Progress Meeting. Any changes at this point which would result in additional cost must be approved in writing by the TDOT Aeronautics Division and signed by all affiliated parties.
   i. 27% of lump sum - Basis of Payment - 60% digital ALP meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review and 60% Progress Meeting held
   ii. 3% of lump sum – Basis of Payment - Meeting minutes received

(5) Milestone: 90% Progress Meeting, 90% digital ALP, and completed TDOT ALP Review Checklist submitted no later than six months prior to the grant end date and no later than three weeks prior to the scheduled 90% Progress Meeting.
   i. 27% of lump sum - Basis of Payment – 90% digital ALP meeting the criteria as defined in the *TDOT ALP Project Guide* and completed TDOT ALP Review Checklist submitted to State for review and 90% Progress Meeting held
   ii. 3% of lump sum - Basis of Payment - Meeting minutes received

(6) Milestone: 100% digital ALP and TDOT ALP Review Checklist submitted for FAA and TDOT Aeronautics Division approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
   i. 10% of lump sum - Basis of Payment – FAA Airspace Determination Letter received, revisions completed (as needed), TDOT ALP Approval Letter issued, final signed ALP (hard copy and electronic) submitted to TDOT Aeronautics Division and FAA, and any final ALP deliverables as defined in the executed Work Authorization

Task 3: Exhibit "A" Airport Property Inventory Map (Lump Sum)

(1) Milestone: 50% Exhibit "A" submitted no later than three weeks prior to the scheduled 60% ALP Progress Meeting
   i. 50% of lump sum - Basis of Payment – 50% Exhibit "A" meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review

(2) Milestone: 90% Exhibit "A" and completed TDOT Exhibit "A" Review Checklist submitted no later than six months prior to the grant end date and no later than three weeks prior to the scheduled 90% ALP Progress Meeting
   i. 40% of lump sum - Basis of Payment – 90% Exhibit "A" as defined in the *TDOT ALP Project Guide* and completed Exhibit "A" Checklist submitted to State for review

(3) Milestone: 100% Exhibit "A" and TDOT Exhibit "A" Review Checklist submitted for FAA and TDOT Aeronautics Division approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
   i. 10% of lump sum - Basis of Payment – FAA Airspace Determination Letter received, revisions completed (as needed), TDOT ALP Approval Letter issued, final signed Exhibit "A" (hard copy and electronic) submitted to TDOT Aeronautics Division and FAA, and any final Exhibit "A" deliverables as defined in the executed Work Authorization

Task 4: Airports-GIS (Lump Sum)

(1) Milestone: Flight / Imagery Acquisition and ADIP Statement of Work
   i. 30% of lump sum - Basis of Payment- Invoice from the sub consultant showing flight was flown / acquisition of imagery and Statement of Work uploaded and approved in ADIP

(2) Milestone: 60% of lump sum - Basis of Payment- to be broken out below
   i. 20% of lump sum – Basis of Payment -Survey & Quality Control Plan Completed and verified by the Sponsor
   ii. 20% of lump sum- Basis of Payment - Notification of Imagery Data shipped shown in Airport Data and Information Portal (ADIP)
   iii. 20% of lump sum- Basis of Payment -Imagery Plan and Imagery Data and Survey uploaded in ADIP (Survey tab)

(3) Milestone: Final Submission and Verification. AGIS must be verified and approved in ADIP prior to scheduling a 90% ALP Progress Meeting
   i. 10% of lump sum - Basis of Payment- Final Report and Verification approved in ADIP

Task 5: Narrative Report (Lump Sum)

(1) Milestone: 30% Narrative Report submitted no later than three weeks prior to the scheduled 30% ALP Progress Meeting
   i. 30% of lump sum - Basis of Payment- 30% Narrative Report meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review

(2) Milestone: 60% Narrative Report submitted no later than three weeks prior to the scheduled 60% ALP Progress Meeting
   i. 30% of lump sum - Basis of Payment- 60% Narrative Report meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review

(3) Milestone: 90% Narrative Report and completed TDOT Narrative Report Review Checklist submitted no later than six months prior to the grant end date and no later than three weeks prior to the scheduled 90% ALP Progress Meeting.
   i. 30% of lump sum - Basis of Payment- 90% Narrative Report meeting the criteria as defined in the *TDOT ALP Project Guide* and completed TDOT Narrative Report Review Checklist submitted to State for review

(4) Milestone: 100% Narrative Report and TDOT Narrative Report Review Checklist submitted for FAA and TDOT Aeronautics Division approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
   i. 10% of lump sum - Basis of Payment- FAA Airspace Determination Letter received, revisions completed (as needed), TDOT ALP Approval Letter issued, final Narrative Report (electronic) submitted to TDOT Aeronautics Division and FAA, and any final Narrative Report deliverables as defined in the executed Work Authorization

Task 6 – Runway Safety Area Inventory and Determination Forms with Exhibits (Lump Sum)

(1) Milestone: First submission no later than three weeks prior to the scheduled 30% ALP Progress Meeting
   i. 50% of lump sum - Basis of Payment- Runway Safety Area Inventory and Determination forms with Exhibits submitted to State for review

(2) Milestone: Second Submission. Must be submitted to State prior to scheduling a 60% ALP Progress Meeting.
   i. 40% of lump sum - Basis of Payment- Revised Runway Safety Area Inventory and Determination forms with Exhibits based on TDOT Aeronautics Division comments submitted to State for review.

(3) Milestone: Final Submission and FAA Determination. Must be submitted to State and FAA prior to scheduling a 90% ALP Progress Meeting.
10% of lump sum - Basis of Payment- Runway Safety Area Inventory and Determination forms with Exhibits submitted by State to FAA Memphis ADO, revisions completed (as needed), and FAA Memphis ADO-signed Runway Safety Area Inventory and Determination forms received.

A.4. 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. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on **July 11th, 2025** ("Effective Date") and extend for a period of **thirty-six (36) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to **two (2)** renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Two Hundred Ninety-Eight Thousand Five Hundred Dollars and Zero Cents**

($298,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment **Two** is the maximum amount due the Grantee under this Grant Contract. 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.

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 Scope, 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. Invoices will be paid at the fixed percentages established below of the lump sum amounts for each task at the indicated milestones and upon receipt of the deliverables listed as the basis of payment.

Task 1: Aviation Forecast (Lump Sum) *

(1) Milestone: First submission
   i. 50% of lump sum - Basis of Payment - Aviation forecast submitted to State for review

(2) Milestone: Second submission
   i. 40% of lump sum – Basis of Payment – Aviation forecast submitted to State for review with TDOT comments incorporated and addressed

(3) Milestone– Final Submission and Approval
   i. 10% of lump sum - Basis of Payment – Aviation forecast submitted to Federal Aviation Administration (FAA) Memphis Airports District Office (ADO) and FAA Memphis ADO comments incorporated (as needed). FAA and/or TDOT approval of forecast.

**Note: The Aviation Forecast must be approved by the FAA and/or TDOT before work can begin on Task 2, 3, 5, and 6 as defined in the ALP Project Pay Provisions. Work completed on Tasks 2, 3, 5, and 6 before the Aviation Forecast is approved by the FAA and/or TDOT is ineligible for payment. Once the Aviation Forecast is approved, work towards Tasks 2, 3, 5, and 6 can begin and are eligible for payment as their associated milestones and basis of payment are reached.*

Task 2: Airport Layout Plan (Lump Sum)

(1) Milestone: Scoping Meeting
   i. 6% of lump sum - Basis of Payment- Scoping meeting held
   ii. 2% of lump sum - Basis of Payment- Meeting minutes received

(2) Milestone: Kickoff Meeting
   i. 5% of lump sum - Basis of Payment- Kickoff meeting held
   ii. 2% of lump sum - Basis of Payment- Meeting minutes, executed Work Authorization, and, if any, executed subcontracts received

(3) Milestone: 30% Progress Meeting and 30% digital ALP submitted no later than three weeks prior to the scheduled 30% Progress Meeting
   i. 12% of lump sum - Basis of Payment – 30% digital ALP meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review and 30% Progress Meeting held
   ii. 3% of lump sum - Basis of Payment – Meeting minutes received

(4) Milestone: 60% Progress Meeting and 60% digital ALP submitted no later than three weeks prior to the scheduled 60% Progress Meeting. Any changes at this point which would result in additional cost must be approved in writing by the TDOT Aeronautics Division and signed by all affiliated parties.
   i. 27% of lump sum - Basis of Payment - 60% digital ALP meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review and 60% Progress Meeting held
   ii. 3% of lump sum – Basis of Payment - Meeting minutes received

(5) Milestone: 90% Progress Meeting, 90% digital ALP, and completed TDOT ALP Review Checklist submitted no later than six months prior to the grant end date and no later than three weeks prior to the scheduled 90% Progress Meeting.
   i. 27% of lump sum - Basis of Payment – 90% digital ALP meeting the criteria as defined in the *TDOT ALP Project Guide* and completed TDOT ALP Review Checklist submitted to State for review and 90% Progress Meeting held
   ii. 3% of lump sum - Basis of Payment - Meeting minutes received

(6) Milestone: 100% digital ALP and TDOT ALP Review Checklist submitted for FAA and TDOT Aeronautics Division approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
   i. 10% of lump sum - Basis of Payment – FAA Airspace Determination Letter received, revisions completed (as needed), TDOT ALP Approval Letter issued, final signed ALP (hard copy and electronic) submitted to TDOT Aeronautics Division and FAA, and any final ALP deliverables as defined in the executed Work Authorization

Task 3: Exhibit "A" Airport Property Inventory Map (Lump Sum)

(1) Milestone: 50% Exhibit "A" submitted no later than three weeks prior to the scheduled 60% ALP Progress Meeting
   i. 50% of lump sum - Basis of Payment – 50% Exhibit "A" meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review

(2) Milestone: 90% Exhibit "A" and completed TDOT Exhibit "A" Review Checklist submitted no later than six months prior to the grant end date and no later than three weeks prior to the scheduled 90% ALP Progress Meeting
   i. 40% of lump sum - Basis of Payment – 90% Exhibit "A" as defined in the *TDOT ALP Project Guide* and completed Exhibit "A" Checklist submitted to State for review

(3) Milestone: 100% Exhibit "A" and TDOT Exhibit "A" Review Checklist submitted for FAA and TDOT Aeronautics Division approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
   i. 10% of lump sum - Basis of Payment – FAA Airspace Determination Letter received, revisions completed (as needed), TDOT ALP Approval Letter issued, final signed Exhibit "A" (hard copy and electronic) submitted to TDOT Aeronautics Division and FAA, and any final Exhibit "A" deliverables as defined in the executed Work Authorization

Task 4: Airports-GIS (Lump Sum)

(1) Milestone: Flight / Imagery Acquisition and ADIP Statement of Work

i. 30% of lump sum - Basis of Payment- Invoice from the sub consultant showing flight was flown / acquisition of imagery and Statement of Work uploaded and approved in ADIP

(2) Milestone: 60% of lump sum - Basis of Payment- to be broken out below
   i. 20% of lump sum – Basis of Payment -Survey & Quality Control Plan Completed and verified by the Sponsor
   ii. 20% of lump sum- Basis of Payment - Notification of Imagery Data shipped shown in Airport Data and Information Portal (ADIP)
   iii. 20% of lump sum- Basis of Payment -Imagery Plan and Imagery Data and Survey uploaded in ADIP (Survey tab)

(3) Milestone: Final Submission and Verification. AGIS must be verified and approved in ADIP prior to scheduling a 90% ALP Progress Meeting
   i. 10% of lump sum - Basis of Payment- Final Report and Verification approved in ADIP

Task 5: Narrative Report (Lump Sum)

(1) Milestone: 30% Narrative Report submitted no later than three weeks prior to the scheduled 30% ALP Progress Meeting
   i. 30% of lump sum - Basis of Payment- 30% Narrative Report meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review

(2) Milestone: 60% Narrative Report submitted no later than three weeks prior to the scheduled 60% ALP Progress Meeting
   i. 30% of lump sum - Basis of Payment- 60% Narrative Report meeting the criteria as defined in the *TDOT ALP Project Guide* submitted to State for review

(3) Milestone: 90% Narrative Report and completed TDOT Narrative Report Review Checklist submitted no later than six months prior to the grant end date and no later than three weeks prior to the scheduled 90% ALP Progress Meeting.
   i. 30% of lump sum - Basis of Payment- 90% Narrative Report meeting the criteria as defined in the *TDOT ALP Project Guide* and completed TDOT Narrative Report Review Checklist submitted to State for review

(4) Milestone: 100% Narrative Report and TDOT Narrative Report Review Checklist submitted for FAA and TDOT Aeronautics Division approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
   i. 10% of lump sum - Basis of Payment- FAA Airspace Determination Letter received, revisions completed (as needed), TDOT ALP Approval Letter issued, final Narrative Report (electronic) submitted to TDOT Aeronautics Division and FAA, and any final Narrative Report deliverables as defined in the executed Work Authorization

Task 6 – Runway Safety Area Inventory and Determination Forms with Exhibits (Lump Sum)

(1) Milestone: First submission no later than three weeks prior to the scheduled 30% ALP Progress Meeting
   i. 50% of lump sum - Basis of Payment- Runway Safety Area Inventory and Determination forms with Exhibits submitted to State for review

(2) Milestone: Second Submission. Must be submitted to State prior to scheduling a 60% ALP Progress Meeting.
   i. 40% of lump sum - Basis of Payment- Revised Runway Safety Area Inventory and Determination forms with Exhibits based on TDOT Aeronautics Division comments submitted to State for review

(3) Milestone: Final Submission and FAA Determination. Must be submitted to State and FAA prior to scheduling a 90% ALP Progress Meeting.
   i. 10% of lump sum - Basis of Payment- Runway Safety Area Inventory and Determination forms with Exhibits submitted by State to FAA Memphis ADO, revisions completed (as needed), and FAA Memphis ADO-signed Runway Safety Area Inventory and Determination forms received

The Grantee shall invoice the State with all necessary supporting documentation, and present such to:

Department of Transportation - Aeronautics Division
https://www.blackcataviation.com

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 Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
   (9) Grantee Remittance Address.
   (10) Grantee Contact for Invoice Questions (name, phone, 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.
   (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted.

The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

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 one percent (1%) 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 this 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.

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 the 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 costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and 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 Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, 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 Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

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 related matter. 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. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return 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 this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant 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 that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, 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 Grant 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 remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 of Lobbying Activities," 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 31 U.S.C. § 1352.

D.8. 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Evan Rodgers
Transportation Program Monitor
TN Dept. of Transportation – Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Randy Geiger, County Mayor
Henry County
PO Box 7
Paris, TN 38242
Email: rgeiger@henrycountytn.org
Telephone: 731-642-5212

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant 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.

D.10. 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 handicap or 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 nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and

regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant 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 Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. 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.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars ($750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars ($750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars ($750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. For Grantee fiscal years beginning on or after October 1, 2024, an audit threshold of one million dollars ($1,000,000) shall apply.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal). If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. 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 Grant Contract is not a waiver or relinquishment of any 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.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they 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.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may

arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. 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 offence 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, or presently fall under any of the prohibitions of sections a-d.

D.35. 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 that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

a. Provide name and contact information of Grantee's Title VI Coordinator to State.

b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d. Annually complete and submit a Title VI self-survey as supplied by State.

e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: https://www.tn.gov/tdot/civil-rights/title-vi-program/title-vi---training.html

E.3. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

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.4. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

E.5. 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.6. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

E.7. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

E.8. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

E.9. Additional Compensation Terms. The Grantee is not entitled to be paid the maximum liability for any period under the Grant Agreement or any extensions of the Grant Agreement for work not requested by the Grantor State Agency. The maximum liability represents available funds for payment to the Grantee and does not guarantee payment of any such funds to the Grantee under this Grant Agreement unless the Grantor State Agency requests work and the Grantee performs said work. In which case, the Grantee shall be paid in accordance with the payment rates detailed in section C.3. The Grantor State Agency is under no obligation to request work from the Grantee in any specific dollar amounts or to request any work at all from the Grantee during any period of this Grant Agreement.

The payment rate in Section C.3 shall constitute the entire compensation due the Grantee for associated deliverables, as outlined in Section A.2, and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. 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.

E.10. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of e ach procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

E.11. Exhibit "A" Property Map. The State and Sponsor will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has

submitted a current Exhibit "A" Property Map with their request for funding to the State.

IN WITNESS WHEREOF,

HENRY COUNTY: 40-555-0765-26

GRANTEE SIGNATURE **DATE**

RANDY GEIGER, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

WILL REID, COMMISSIONER **DATE**

AS APPROVED AS TO FORM AND LEGALITY:

LESLIE SOUTH, GENERAL COUNSEL **DATE**

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received:	4. Applicant Identifier: PHT
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:	7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Henry County, Tennessee

*b. Employer/Taxpayer Identification Number (EIN/TIN): 62-6000667	*c. UEI: UFRBH25PKCA4

d. Address:

*Street 1: 101 West Washington Street
Street 2:
*City: Paris
County/Parish:
*State: TN
*Province:
*Country: USA: United States
*Zip / Postal Code 38242-0000

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: *First Name: Bob
Middle Name:
*Last Name: Nolan
Suffix:

Title: Airport Manager

Organizational Affiliation: Henry County Airport

*Telephone Number: 731-644-7933 Fax Number:

*Email: bnolan@henrycountytn.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**
B: County Government

Type of Applicant 2: Select Applicant Type:
Pick an applicant type

Type of Applicant 3: Select Applicant Type:
Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:
20.106

CFDA Title:
Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):
Henry County Airport, Paris, TN

***15. Descriptive Title of Applicant's Project:**
ALP Update

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: TN-08 *b. Program/Project: TN-08

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 04/14/2025 *b. End Date: 12/31/2027

18. Estimated Funding ($):

*a. Federal	$ 0
*b. Applicant	$ 14,925
*c. State	$ 283,575
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 298,500

TDOT USE ONLY
Staff Recommended: APPROVED
Fiscal Year: 2026
Federal:
State: $283,575.00
Local: $14,925.00
PSR Signature: [signature] Date: 7/11/2025
TAC Signature: Date:

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Randy

Middle Name: _____

*Last Name: Geiger

Suffix: _____

*Title: County Mayor

*Telephone Number: 731-642-5212 Fax Number:

* Email: rgeiger@henrycountytn.org

*Signature of Authorized Representative: [signature] *Date Signed: 7-9-2025

ATTACHMENT TWO

PAGE ONE

GRANT BUDGET				
Henry County: Operations Data Counter and ALP Update				**AERO-26-173-00**
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	**BEGIN: 7/11/2025**		**END: 7/10/2028**	
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE MATCH**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award [2]	$283,575.00	$14,925.00	$298,500.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest [2]	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**$283,575.00**	**$14,925.00**	**$298,500.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

[3] 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.

03-05-25 GG
TAD Project Number: 40-555-0765-26
TAD Contract Number: AERO-26-173-00
Federal Grant Number: NA

ATTACHMENT TWO

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Operations Data Counter and ALP Update	$298,500.00
TOTAL	**$298,500.00**

TAD Project # 40-555-0765-26

Project Breakdown:

TX	$283,575.00	95% State
	$ 14,925.00	5% Local
Grant Total:	$298,500.00	100%