

-CONTRACT
BETWEEN
STATE OF TENNESSEE
DEPARTMENT OF CORRECTION
STATE FUNDING BOARD
AND
METROPOLITAN NASHVILLE DAVIDSON COUNTY
GOVERNMENT

THIS CONTRACT is made and entered into by and between the State of Tennessee, Department of Correction and the State Funding Board, hereinafter referred to as the State, and the Metropolitan Government of Nashville - Davidson County, Tennessee, hereinafter referred to as Metro, for the purpose of making a grant and providing funding to assist Metro in the construction and operation of structures, hereinafter referred to as the "Facilities", comprising new structures (the "New Facility") to be built on Tract I, and property currently operated as the DeBerry Correctional Institute, (the "Existing Facility") located on Tract II, both in Nashville, Tennessee; and

WHEREAS, the property currently operated by the DeBerry Correctional Institute has been divided into Tracts I and II as shown on Attachment 1-A to this Contract and incorporated herein by reference.

WHEREAS, the parties have previously executed a grant contract ("original grant contract") executed on January 12, 1989 for the purpose of making a grant of \$3,000,000 and transferring Tracts I and II for the purpose of construction and renovation of a facility to house 585 locally sentenced inmates; and

WHEREAS, the parties to the Amended and Restated Contract have mutually determined that the State's grant contribution for construction and renovation of new structures at the "Facility" shall not exceed \$3,000,000.00; and

WHEREAS, the parties determined that the original grant contract should be amended; and

WHEREAS, an Amended and Restated Contract dated August 21, 1990 was entered into pursuant to the provisions of the County Correctional Incentives Act of 1981, as amended, hereinafter referred to as the Act, which is set out in Tennessee Code Annotated, Sections 41-8-101 through 41-8-117, and the regulations adopted pursuant thereto; and

WHEREAS, the parties determined that the Amended and Restated Contract should be further amended by a First Amendment to the Amended and Restated Contract dated February 19, 1991; and

WHEREAS, in order to finance construction costs to build a new medium-security prison on certain land designated as Tract I in the Grant Contract to be used to carry out Metro's obligations to house Locally Sentenced Felons under the Grant Contract (the "New Facility") Metro is preparing to issue special limited obligation revenue bonds or other evidences of indebtedness to be secured by and paid from revenue to be received by Metro pursuant to this Contract (the "Debt Instruments"); and

WHEREAS, the parties mutually agree that the State will reimburse Metro pursuant to the Contract for the actual, allowable costs of debt service for construction and renovation of structures to house locally sentenced felons in accordance with State law and pursuant to rules and regulations of the Department of Correction; and

WHEREAS, this document incorporates the terms, covenants and conditions of the parties as expressed in the original Grant Contract, the Amended and Restated Contract and the First Amendment to the Amended and Restated Contract, collectively hereinafter referred to as the Contract.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree to the following:

SECTION 1. COVENANTS BY METRO

Metro hereby covenants the following:

- A. Metro agrees that the State shall provide a grant in an amount not to exceed \$3,000,000 to fund a portion of the cost of construction of the New Facility (the "grant").
- B. The plan for the project as reflected in Attachment 2 has been submitted to the Commissioner of the Tennessee Department of Correction, and Metro has obtained the proper approval of the Metropolitan Council to enter into this Contract prior to its execution.
- C. A construction contract for the New Facility was awarded in reliance on and subsequent to execution of the Amended and Restated Contract and said construction contract was approved by the State Building Commission pursuant to Tennessee Code Annotated, Section 4-15-102.
- D. Metro agrees to proceed expeditiously with and complete the New Facility in accordance with the approved plan, scope, and funding for the New Facility as reflected in Attachment 2 and as may be amended from time to time upon approval of said amendments by the Department of Correction and the State Building Commission.
- E. The parties agree to comply with all rules, regulations and procedural guidelines established by the State for the administration of the grant program and with all State statutes applicable to such grant program. State and Metro shall comply with all requirements and conditions imposed by this Contract or State and federal laws for maintaining exemption from State and federal income tax for interest payable on Debt Instruments except for certain State privilege and excise taxes. In the event that this Contract is terminated, it is expressly recognized and agreed upon by all parties to this Contract that notwithstanding such termination they will comply with all covenants and conditions imposed by this Contract or State and federal laws for maintaining such exemption until such time that such Debt Instruments have been paid in full. This Paragraph shall survive the termination of this Contract. If any other paragraph or section of this Contract shall be determined to conflict in any way with the requirements of this Paragraph, the requirements of this Paragraph shall control.
- F. 1. Metro agrees to house all felons convicted in Davidson County and given a maximum sentence of one (1) to six (6) years, in accordance with the amendments to T.C.A. § 40-35-104, as enacted by the Sentencing Reform Act of 1989, Chapter 591, Public Acts, and subsequent amendments, hereinafter referred to as Locally Sentenced Felons, except for those felons who are selected by the State for placement in the Special Alternative Incarceration Unit (Boot Camp) in accordance with Chapter 217, Public Acts of 1989

and subsequent amendments. Metro shall have no responsibility for felons selected for the Special Alternative Incarceration Unit once State has assumed physical custody. Metro agrees to provide proper safekeeping, care, and housing for all such felons, male and female, consistent with Article I, Section 32 of the Constitution of Tennessee and T.C.A. § 5-7-110.

2. In accordance with the requirements of T.C.A. §§ 41-8-106(b) and 41-8-111(3)(A), Metro agrees to keep 100 percent (100%) of the "New Facility's" correctional capacity available for housing locally sentenced felons. Capacity not used for the housing of locally sentenced felons may be used by the county for the housing of appropriate local inmates.
 3.
 - a. In the event that the population of Locally Sentenced Felons with sentences of 1 to 6 years housed in Davidson County exceeds the capacity of the "New Facility" Metro shall use all available capacity at the "Existing Facility" to house any additional Locally Sentenced Felons.
 - b. If the population of Locally Sentenced Felons exceeds 95% of the capacities of the "Facilities" for 120 consecutive days Metro and the State shall mutually consider and agree on additional construction if needed. Capital funding, including debt service, for any such new construction will be reimbursed as part of actual allowable cost under the County Correctional Incentive Act, T.C.A. § 40-8-101 et seq. and the rules and regulations adopted pursuant thereto and subject to the provisions of Section 2.B.2.
 4. The parties agree that the obligation of the State to make payments for debt service shall continue notwithstanding the number of inmates which may be housed at the New Facility or any breach of this covenant by Metro or State unless the Contract has been terminated as provided herein.
- G. Metro shall maintain or cause its contractor to maintain documentation for the total costs incurred for the construction of the "New Facility" and renovation of the "Existing Facility." The books, records, and documents, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agencies or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury.
- H. The procurements of construction, and goods, materials, supplies, equipment, or services shall be made on a competitive basis (including the use of competitive bidding procedures) consistent with local requirements.
- I. Metro warrants that no part of the total grant amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee

as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Metro in connection with any work contemplated or performed relative to this Contract.

- J. Metro warrants that no person on the ground of handicap, age, race, color, religion, sex or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Metro. Metro shall upon request show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
- K. All notices, informational pamphlets, press releases, research reports, signs and similar public notices prepared and released by Metro or its representatives shall include the statement, "This project is funded under a contract with the State of Tennessee, Department of Correction, and the State Funding Board".
- L. Metro shall submit quarterly certified status and financial reports to the State showing the progress of the project, amount expended, amount obligated and funds available for obligation.
- M. Metro agrees to provide adequate all-risk property casualty coverage and other appropriate forms of insurance and to pay all taxes incident thereto for the New Facility and, following the transfer of Tract II to Metro to provide said coverage for the Existing Facility. Metro is self-insured up to the limits of public liability set forth under the Tennessee Governmental Tort Liability Act.
- N. In all contracts dealing with the construction of the New Facility and renovation of the Existing Facility, Metro shall require compliance by the construction contractors with the prevailing wage laws in accordance with Tennessee Code Annotated, Section 12-4-401, et. seq., and Metro shall require surety bonds from the construction contractors in accordance with Title 12, Chapter 4, Part 2 of Tennessee Code Annotated. Metro shall not award any construction contract in reliance on a grant through the program until such time as the Building Commission has approved plans and designs pursuant to Tennessee Code Annotated, Section 4-15-102.
- O. Metro will have the responsibility of advertising and awarding the construction and/or management contract, subject to prior approval by appropriate Metro officials and the State Building Commission.
- P. Metro shall ensure that architects employed to assist in the construction of the New Facility shall be licensed to conduct business in the State of Tennessee. Neither proceeds of the grant or reimbursements of reasonable allowable costs shall be used to pay architectural and/or engineering fees in excess of the State's standard fees for architects and engineers.
- Q. Metro agrees to use the "Facilities" beds designated in Section 1.F. of this Contract for housing locally sentenced felons. In the event any such felon becomes a disciplinary problem or security risk sufficient to require closer custody status which cannot be provided adequately or safely in the "Facilities", or has physical, emotional or mental disabilities sufficient to qualify such felon for a special needs facility,

Metro shall have the authority to petition the sentencing judge or request permission from the Tennessee Department of Correction for transfer of such felon to the Department of Correction.

- R. Metro reserves the right to use the "Facilities" beds designated in Section 1.F. of this Contract for housing of felony offenders from nearby counties who are sentenced in accordance with TCA 41-8-111, or for housing of any other felony offenders as mutually agreed to by the parties to this Contract, or other appropriate local inmates as provided in Section 1.F.2., provided sufficient bed space is available.
- S. Any new construction or renovation shall conform to the Tennessee Correction Institute standards for the purposes proposed for such facilities. Any new construction shall also conform to the American Correctional Association standards for the purposes proposed for such facilities.
- T. Metro agrees to operate or control the operation of the "Facilities". Any contract for management, operation or ownership of the "Facilities" shall be subject to the prior approval of the State. The parties agree that any financial arrangement whereby the Metropolitan Government does not own or control the Facilities must be approved by the State. Any substantial change, such as per diem rates, in any operating contract for the New Facility between Metro and a private management firm must receive prior approval by the Department of Correction.
- U. Metro agrees to provide to the Commissioner of the Department of Correction a timetable for construction of the "New Facility". Said schedule was submitted to the State prior to October 31, 1990. Such schedule provides for occupancy by March 1, 1992. In the event the construction shall be delayed more than sixty (60) days past any scheduled date, including the occupancy date, it is agreed that State may require Metro to assign to it any or all of the following:
 - 1. Metro's right to enforce the provisions of the construction contract for the New Facility or to seek remedies against the Contractor under such construction contract.
 - 2. Metro's right to terminate the construction contract for the New Facility.
 - 3. Metro's rights under any performance bonds for the construction of the New Facility.
 - 4. Metro's rights under any resolution or trust indenture under which the Debt Instruments are issued to approve or direct disbursement for the construction of the Facility.

The parties agree that the obligation of the State to make payments for debt service on the Debt Instruments shall survive notwithstanding Metro's failure to complete construction in accordance with the timetable for construction of the New Facility provided the Contract has not been otherwise terminated.

SECTION 2. COVENANTS OF THE STATE

The State hereby covenants the following:

- A. The parties agree that State shall pay to Metro grant funds in an amount not to exceed Three Million Dollars (\$3,000,000) upon adequate certification by Metro or

the project architect of a like amount of cost incurred for construction of the New Facility.

- B. 1. The State will reimburse Metro for housing Locally Sentenced Felons pursuant to this Contract. Such reimbursement shall be equal to Metro's reasonable allowable costs as provided in T.C.A. § 41-8-106, as amended, and rules and regulations promulgated by the Department of Correction thereunder. Pursuant to such regulations, "reasonable allowable costs" to be reimbursed hereunder shall include Metro's annual debt service upon Debt Instruments and any replenishment of the debt service reserve fund for such Debt Instruments which may be required in the event of a draw upon said fund. Said reimbursement, excluding debt service on Debt Instruments, will begin upon acceptance of Locally Sentenced Felons at the New Facility. The State agrees not to contract with any other governmental or for profit or non-profit corporation for the housing of Locally Sentenced Felons.
2. A plan of financing was approved by the Department of Correction after consultation with the Comptroller of the Treasury prior to execution of any contract for construction. Debt service shall be reimbursed to Metro pursuant to a debt service schedule filed by Metro and approved by the Department of Correction after consultation with the Comptroller of the Treasury. Said debt service schedule shall include any required replenishment to the debt service reserve fund for Debt Instruments. Further, the parties agree that the debt service schedule may be amended from time to time pursuant to the provisions outlined in this Section B.2 for approval of the debt service schedule. State shall agree to reimburse Metro for any debt service on Debt Instruments issued to refund or refinance Debt Instruments; such reimbursement shall be included in "reasonable allowable costs" only after a debt service schedule for such Debt Instruments has been filed by Metro and approved by the Department of Correction after consultation with the Comptroller of the Treasury.
- C. Such reimbursement, excluding debt service on Debt Instruments, shall not be paid until Metro has submitted to the Department of Correction the necessary information for each convicted felon for whom a claim for reimbursement has been made. Such information shall include the name and other sentencing information for each convicted felon housed at the Facilities as deemed necessary by the State to compute sentences in accordance with T.C.A. §§ 40-28-129 and 40-35-501(e) and pursuant to applicable rules. Where the required information has not been received by the State, such reimbursement, excluding debt service on Debt Instruments, shall be withheld from Metro until such time that the information is received by the Department of Correction.
- D. Upon the transfer of Tract II, including improvements thereon, the State shall have completed all renovations which are outlined and included in Attachment 3.
- E. The State commits to utilize its best effort to obtain appropriations and allotments to provide reimbursement for all payments which are provided for under the terms of this Contract. In addition, the Department

of Correction of the State of Tennessee commits to include in its annual budgetary request to the Department of Finance and Administration a line item sufficient to cover payment of all reasonable allowable costs including debt service on the Debt Instruments.

SECTION 3. MUTUAL COVENANTS

- A. Strict standards of confidentiality of records will be maintained in accordance with the laws of the State of Tennessee.
- B. This Contract is subject to the appropriation and allotment of State funds.
- C. This Contract shall not be binding upon the parties until it is approved by the Metropolitan Council and the Tennessee Commissioner of Finance and Administration and the Comptroller of the Treasury.
- D. This Contract may be modified only by written amendment executed by all parties hereto, and approved by the Tennessee Commissioner of Finance and Administration and the Comptroller of the Treasury.
- E. Metro shall not assign this Contract or enter into any contract for private management of the Facilities without the prior written approval of the State. Provided, however, Metro may assign its right, title and interest in and to the New Facility or its right to receive payment for debt service on the Debt Instruments to a trustee or other fiduciary for the benefit of the Debt Instrument bond holders without the approval or consent of State. Further, subject to the foregoing the parties agree that Metro may execute any and all documents necessary to finance the New Facility.
- F. In no event shall the liability of the State under this Amended and Restated Contract exceed the grant amount of \$3,000,000 and reimbursement for reasonable allowable cost and actual debt service as provided herein.
- G. The parties agree that Metro may issue Debt Instruments, the proceeds of which in addition to the \$3,000,000 grant, are to be utilized to fund construction, capitalized interest and other related costs associated with the financing of the New Facility. Debt Instruments shall be issued in an amount sufficient to fund the cost of financing and construction of the New Facility including interest payments which may accrue prior to completion of construction and/or any scheduled or deferred principal payment. A portion of the proceeds of any Debt Instruments shall be utilized to reimburse the State for any expended grant funds to the extent permitted by law. Reimbursed grant funds and unexpended grant funds shall be returned to the State and may be utilized for payment of any and all outstanding costs associated with the construction of the New Facility. Following a final accounting and payment of all costs associated with construction of the New Facility, and payment of any and all costs associated therewith, unexpended or reimbursable grant funds shall revert to the County Correctional Incentives Program and shall no longer be reserved for Metro.
- H. Breach and Termination

1. The parties agree to the following specific rights and remedies upon breach of their covenants as set forth herein:

- a. Breach of Covenants by Metro

- (i) If Metro should breach its covenants contained in paragraphs F and T of Section 1 prior to payment in full of the Debt Instruments and fail to correct such breach after receipt of notice thereof as provided in Section 3, paragraph J, State shall have the right to terminate this Contract. Prior to termination of this Contract State may enter into a new agreement with Metro, its successors or assigns for use of the New Facility for a term not to exceed the remaining years on the Debt Instruments, provided that any such agreement shall include a provision which states that use of the New Facility by State is contingent upon payment of debt service payments pursuant to the debt service schedule as provided herein and subject to annual appropriations and allotment of State funds. Said agreement shall also provide that upon payment in full of the Debt Instruments by State pursuant to the debt service schedule Metro, its successors or assigns shall execute all necessary instruments to convey the New Facility to the State.

Should State elect not to enter into an agreement for use of the New Facility as provided herein, such breach may result in a default under the Debt Instruments pursuant to T.C.A. § 9-21-311 and Metro and State pursuant to this Contract may be subject to the remedies provided pursuant to T.C.A. §§ 9-21-301 through 9-21-316.

- (ii) If Metro should breach its covenants contained in paragraphs F and T of Section 1 after payment in full of the Debt Instruments by State and fail to correct such breach after receipt of notice thereof as provided in Section 3, paragraph J, then State shall have the right to terminate this Contract and the New Facility shall revert to the State.

- (iii) The parties agree that the State's obligation to make debt service payments shall survive breach of this Contract by Metro unless this Contract has been terminated by Metro or State.

- b. Breach of Covenants by State

- (i) If the State should fail to pay Metro reasonable allowable costs for housing Locally Sentenced Felons in accordance with rules and regulations promulgated by the Department of Correction, including amounts sufficient to pay the Debt Instruments in accordance with the debt service schedule filed by Metro and approved by the Department of Correction, after consultation with the Comptroller of the Treasury, and such failure should occur prior to the payment in full of the Debt Instruments, then Metro shall have the right to terminate this Contract if such breach continues for thirty (30) days after receipt by State of written notice by Metro of such

breach. In the event of such termination State shall use its best efforts to cooperate with Metro to have all Locally Sentenced Felons resentenced to the custody of the State. In the event of such termination State shall have no right to future access to the New Facility and Metro shall no longer have an obligation to accept Locally Sentenced Felons. In addition, such breach may result in a default pursuant to T.C.A. § 9-21-311 and Metro and State may be subject to the remedies provided pursuant to T.C.A. § 9-21-301 through 9-21-316. Alternatively, Metro shall have the right to utilize the New Facility for the benefit of the holders of any Debt Instruments.

(ii) If the State should fail to pay to Metro reasonable allowable costs in accordance with the rules and regulations promulgated by the Department of Correction subsequent to payment in full of all Debt Instruments by State, then Metro shall have the right to terminate this Contract if such breach continues for ninety (90) days after the State's receipt of written notice of such breach; however, upon such termination, Metro agrees that it will execute all necessary documents to convey the New Facility to the State for \$1,000 plus any costs or related expenses incurred by Metro pursuant to the Contract necessary to consummate this conveyance in addition to all outstanding and reasonable allowable costs.

c. Conveyance Upon Termination

(i) If termination of this Contract should occur as a result of a breach by State of its obligation to pay to Metro reasonable allowable costs, including debt service prior to the payment in full of Debt Instruments, State shall execute and deliver all necessary documents to convey to Metro an absolute fee simple title to Tracts I and II and all improvements thereon subject to any interest which may be acquired by third parties pursuant to this Contract.

(ii) If termination of this Contract should occur as a result of a breach of any covenant of this Contract by State, subsequent to the payment in full of the Debt Instruments, State shall execute and deliver all necessary documents to convey to Metro absolute fee simple title to Tracts I and II and all improvements thereon except the New Facility and Metro shall transfer to State absolute fee simple title to the New Facility, provided that State has fully complied with its covenant to make debt service payments in accordance with the debt service schedule as provided herein. In the event of transfer of the New Facility to State, Metro agrees to grant to State all necessary easements to ensure State's right to continued use of said New Facility.

(iii) If termination of this Contract should occur as a result of a breach of this Contract by Metro, State shall execute and deliver all necessary documents to convey to Metro all Metro owned or controlled structures or improvements on either Tract I or Tract II except the New Facility. In such event, Metro agrees to grant to State or any third party

with an interest in the New Facility pursuant to this Contract all necessary easements to ensure their right to continued use of the New Facility. State or said third party shall grant to Metro all necessary easements to ensure Metro's right to continued use of Metro structures or improvements provided that such easements do not interfere with the operation of the New Facility. Metro agrees to pay just compensation for land transferred to Metro pursuant to this provision.

Notwithstanding anything provided in subparagraph c(i) or (ii) should the State breach its covenant to make payments of reasonable allowable costs prior to the transfer of Tract II pursuant to this Contract, Metro shall acquire no right, title or interest in or to Tract II or any improvements thereon.

- d. In addition to the rights and remedies provided in this paragraph H., the parties shall have the right to enforce this Contract pursuant to all applicable laws of the State of Tennessee.
- e. In the event of termination of this Contract by Metro, Metro shall reimburse the State for any grant monies in accordance with T.C.A. § 41-8-111 as the same may be amended.
- I. The term of this Contract shall be from the date of execution of the original Grant Contract by the parties, and shall continue perpetually, as to the terms and conditions relating to the housing of felony offenders, until terminated by the State or Metro under the terms of this Contract or by mutual [Grant Contract] (sic) among the parties. It is the intent of the parties to this Contract that Metro will continue to house locally sentenced felons.
- J. If Metro fails to comply with the rules, regulations, and procedural guidelines established by the State for the administration of the grant program, the express terms and conditions of this Contract, or with all State statutes applicable to the grant program, the following sanctions may be utilized by the State at its option:
 - 1. The State may deliver by certified mail a written notice to Metro of the failure to comply.
 - 2. In the event that Metro fails to comply within sixty (60) days of the receipt of such notice, the State may withhold any grant funds or payment of reasonable allowable costs, except debt service on a Debt Instrument, for the housing of Locally Sentenced Felons. The State may deliver by certified mail a written notice to Metro, informing Metro to remit those grant funds already awarded and paid under this Contract.
 - 3. In the event that Metro shall fail to remit the amount set forth in such notice within one hundred and twenty (120) days of the receipt of the notice described in J.2 above, the State acting through the Tennessee Commissioner of Finance and Administration, may withhold a portion of any State shared taxes apportioned to Metro until the grant amount owing has been remitted.
- L. The State agrees to transfer the property identified in Attachment 1-A and substantially in the form of an

Amended Deed For Conveyance as set forth in Attachment 1-B. The Mayor on behalf of the Metropolitan Government is authorized to accept said property upon execution of an Amended Deed For Conveyance of Realty substantially in the form as reflected in Attachment 1-B.

M. Except as otherwise provided herein, whenever it is provided herein that notice, demand, request, consent or approval or other communication shall or may be given to or served upon either of the parties by the other, such notice, demand, request, consent, approval or other communication shall be in writing and, shall not be effective for any purpose unless given or served as follows:

1. If to Metro by mailing the same to the following Metropolitan Government officials:

The Metropolitan County Mayor
The Metropolitan Government of Nashville and Davidson
County
107 Metropolitan Courthouse
Nashville, Tennessee 37201

The Director of Finance
The Metropolitan Government of Nashville and Davidson
County
106 Metropolitan Courthouse
Nashville, Tennessee 37201

The Director of Law
The Metropolitan Government of Nashville and Davidson
County
204 Metropolitan Courthouse
Nashville, Tennessee 37201

2. If to State by mailing or hand delivering the same to the following State officials:

Commissioner
Department of Correction
320 Sixth Avenue North
Nashville, Tennessee 37219

Commissioner
Department of Finance and Administration
State Capitol
Nashville, Tennessee 37219

Comptroller of the Treasury
State Capitol
Nashville, Tennessee 37219

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, entered into this grant contract this 5th day of August, 1991.

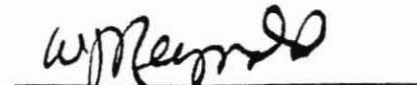
THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY


Metropolitan County Mayor

ATTEST:


Metropolitan Clerk

THE STATE OF TENNESSEE


Commissioner
Department of Correction

APPROVED AS TO AVAILABILITY
OF FUNDS:

Paul E. Carlowell
Director of Finance

APPROVED AS TO FORM AND
LEGALITY:

Jessam Hart Jones
Director of Department of Law

WR Snowgrass
Secretary
State Funding Board

APPROVED:

David L. Manning
Commissioner, Department of
Finance and Administration

WR Snowgrass
Comptroller of the Treasury

APPROVED AS TO FORM AND
LEGALITY:

Charles W. Burns
Attorney General & Reporter