

State of Tennessee  
County of Henry..

Be it remembered that the County Commission met in a regular session at the Courthouse in Henry County, Tennessee on April 20, 2009 At 7:00 PM.

PRESENT and presiding the Honorable Brent Greer, Chairman, Jerry D. Bomar, Clerk and the County Commissioners:

ITEM NO. 1 Sheriff Monte Belew called the meeting to order to order.

ITEM NO. 2 Commissioner Humphreys led in the invocation.

ITEM NO. 3 Commissioner Paul Neal led in the pledge to the flag.

ITEM NO. 4 Roll Call

Jerry D. Bomar, Clerk called the roll and the following commissioners were present:

Earl Anderson, Dell Carter, Mitchell Evans, Kenneth Humphreys, Don Jones, Paul Mathenia, Connie McSwain, Paul Neal, Dan Paschall, James Travis, Mary Warren, David Webb.

Absent- Bobby Freeman, Jeff Hamlin , Tim Wirgau

ITEM NO. 5 Citizen's Forum

Thomas Tharpe- Addressed the commission on the legislation regarding The Constable position. Advised of some facts of this office and passed Out some printed material on the matter.

THE CHAIRMAN CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

Tim Wirgau - Passed out tickets to the Fish tent and encouraged everyone To participate in the World's Biggest Fish Fry this week.

THE CHAIRMAN CLOSED THE FORUM

ITEM NO. 7 Consent Agenda

A motion was made by Paul Mathenia and seconded by Dell Carter to approve the printed consent agenda with the addition of three (3) notaries. The agenda was as follows: Minutes of the March 23, 2009 meeting, various Quarterly reports, report of property and revenue collections and the following notary publics:

Cindy Wade, Denay Carson, Mary Ann Whitehead, Beth Schleiss, Glenda L. Hilliard, Ricardo Colon, Jennifer H. Colon, Vern Steedly, Kenitha J. Ferguson, Pattie Kellogg, Ben Sherard, Donna Sue Hilt, Elizabeth G. Beauchamp, Sandra B. Ray, Carrie L. Johnson, Tiffany T. McMillian, Ellen R. Neese, James L. Brasfield, Angela Denise Foust, and the following bonds.

Beth Schleiss as principal and Bernie Wofford and Ann Jones as sureties Ben Sherard as principal and Charles P. Wilson and Wayne Powers as sureties

Elizabeth G. Beauchamp as principal and Charles P. Wilson and Wayne Powers as principal

VOICE VOTE CARRIED

000402

ROLL CALL

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

Resolutions #1-4-09, 2-4-09, 3-4-09, 4-4-09, 5-4-09 and 6-4-09 authorizing changes in  
 Certain budgets were presented by Commissioner Humphreys. A motion was made by  
 Kenneth Humphreys and seconded by Dan Paschall that these resolutions be approved  
 As presented.

TEM NO. 8

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL					X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY	X							
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
WARREN, MARY					X			
WEBB, DAVID					X			
WIRGAU, TIM					X			
TOTAL	2				13			

DATE : 04/20/2009

MOTION CARRIED

**RESOLUTION #1-04-09**

**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 2008-2009**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Special Session, 2008, adopted the budget for the Henry County General Fund for fiscal 2008-2009; 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 20<sup>th</sup> day of April 2009, 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:

**ELECTION COMMISSION**

INCREASE ACCOUNT 51500-435, entitled "Office Supplies," in the amount of \$1,000.00

DECREASE ACCOUNT 51500-193, entitled "Election Workers," in the amount of \$1,000.00

**REGISTER OF DEEDS**

INCREASE ACCOUNT 51600-719, entitled "Office Equipment," in the amount of \$350.00

DECREASE ACCOUNT 51600-349, entitled "Printing Stationery & Forms," in the amount of \$350.00

**TRUSTEE**

INCREASE ACCOUNT 52400-435, entitled "Office Supplies," in the amount of \$1,000.00

DECREASE ACCOUNT 52400-317, entitled "Data Processing," in the amount of \$1,000.00

**SHERIFF'S DEPARTMENT AND JAIL**

INCREASE ACCOUNT 54110-599, entitled "Other Charges," in the amount of \$2,948.75

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,948.75

The above transfers were made by letter on March 9, 2009, by Mayor Greer and were included in the March Commission meeting packet. However, we need to get approval by the commission because of the accounts involved.

**EMA**

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants Charges," in the amount of \$46,988.89

INCREASE ACCOUNT 54490-599, entitled "Other Charges," in the amount of \$46,988.89

This transfer was approved during the March Commission meeting with Resolution 5-3-09. Because the transfer involves a revenue account we need a resolution with account details approved by the Commission.

**MISCELLANEOUS**

INCREASE ACCOUNT 58500-599, entitled "Other Charges," in the amount of \$2,500.00


DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,500.00

This transfer was approved during the March Commission meeting with Resolution 6-3-09. Because the transfer is being funded from Unappropriated Fund Balance we need a resolution with account details approved by the Commission.

**BE IT FURTHER RESOLVED** that a true copy of this Resolution be spread upon

the Commission record of this date.

PASSED 4-20-09

  
BRENT GREER, CHAIRMAN

HENRY COUNTY COMMISSION

JERRY D. BOMAR  
COUNTY CLERK

APPROVED 4-20-09

  
BRENT GREER  
COUNTY MAYOR



**RESOLUTION #2-04-09**

**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 2008-2009**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Special Session, 2008, adopted the budget for the Henry County General Fund for fiscal 2008-2009; 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 20<sup>th</sup> day of April 2009, 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:

**COUNTY MAYOR**

INCREASE ACCOUNT 51300-435, entitled "Office Supplies," in the amount of \$500.00

DECREASE ACCOUNT 51300-348, entitled "Postage," in the amount of \$500.00

Transfer due to increased expense in office supplies due to purchase of letterhead, labels and printer ink cartridges.

**COUNTY CLERK**

INCREASE ACCOUNT 52500-709, entitled "Data Processing Software," in the amount of \$2,300.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,300.00

Please see attached request from Jerry Bomar.

**SHERIFF'S DEPARTMENT AND JAIL**

INCREASE REVENUE ACCOUNT 48990, entitled "Other," in the amount of \$750.00

INCREASE ACCOUNT 54110-140, entitled "Salary Supplements," in the amount of \$650.95

INCREASE ACCOUNT 58600-201 entitled "Social Security," in the amount of \$40.30

INCREASE ACCOUNT 58600-212, entitled "Medicare," in the amount of \$9.43

INCREASE ACCOUNT 58600-204, entitled "State Retirement," in the amount of \$49.33

The above transfer is to receipt a check from Carroll County for the salary supplement for Drug Task Force Agent Ricky Wade for the period of January – March, 2009.

#### **COUNTY CORONER/MEDICAL EXAMINER**

INCREASE ACCOUNT 54610-199, entitled "Other Per Diem & Fees," in the amount of \$4,000.00

DECREASE ACCOUNT 54610-399, entitled "Other Contracted Services," in the amount of \$4,000.00

This transfer is due to 98 coroner cases and 89 medical examiner cases thru March 31, 2009. The fee is \$75 per case per person. This will pay the expense thru March 31, 2009. We will need to transfer additional funds before June 30th, however, at this time we are not able to estimate the expense.

#### **AG EXTENSION**

INCREASE ACCOUNT 57100-452, entitled "Utilities," in the amount of \$2,700.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,700.00

INCREASE REVENUE ACCOUNT 44170, entitled "Miscellaneous Refunds," in the amount of \$2,193.00

INCREASE ACCOUNT 57100-709, entitled "Data Processing Equipment," in the amount of \$2,625.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$432.00

The utilities account transfer is estimated to pay for the utilities thru June 30<sup>th</sup>. Please see attached letter from Mary Kate Ridgeway regarding the remaining request.

#### **AIRPORT**


INCREASE ACCOUNT 58220-452, entitled "Utilities," in the amount of \$5,000.00

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$5,000.00


Attached is an emergency accounts payable request to pay the current utilities. This transfer is estimated to pay the utilities thru June 30<sup>th</sup>.


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

PASSED 4-20-09

  
BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

APPROVED 4-20-09

  
JERRY D. BOMAR  
COUNTY CLERK

  
BRENT GREER  
COUNTY MAYOR

RESOLUTION #3-04-09

**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 2008-2009**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Special Session, 2008, adopted the budget for the Henry County Solid Waste Fund for fiscal 2008-2009; 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 Solid Waste 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 20<sup>th</sup> day of April 2009, 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 55751-452, entitled "Utilities," in the amount of \$2,500.00

DECREASE ACCOUNT 55751-425, entitled "Gasoline," in the amount of \$2,500.00

INCREASE ACCOUNT 55751-719, entitled "Office Equipment," in the amount of \$500.00

DECREASE ACCOUNT 55751-337, entitled "Maintenance & Repair - Office," in the amount of \$500.00

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

PASSED 4-20-09



BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION

  
JERRY D. BOMAR  
COUNTY CLERK

APPROVED 4-20-09

  
BRENT GREER  
COUNTY MAYOR

RESOLUTION #4-04-09

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY DRUG FUND  
FOR FISCAL 2008-2009**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Special Session, 2008, adopted the budget for the Henry County Drug Fund for fiscal 2008-2009; 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 20<sup>th</sup> day of April 2009, 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 ACCOUNT 54150-309, entitled "Contracts with Government Agencies," in the amount of \$5,333.33


INCREASE ACCOUNT 54150-358, entitled "Remittance of Revenue Collected," in the amount of \$4,891.00

INCREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,666.67

INCREASE REVENUE ACCOUNT 42990, entitled "Other Fines, Forfeitures & Penalties," in the amount of \$12,891.00

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

PASSED 4-20-09



BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION



JERRY D. BOMAR  
COUNTY CLERK

APPROVED 4-20-09



BRENT GREER  
COUNTY MAYOR

**RESOLUTION #5-04-09**

**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 2008-2009**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Special Session, 2008, adopted the budget for the Henry County General Purpose School Fund for fiscal 2008-2009; 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 20<sup>th</sup> day of April 2009, 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:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>	<u>Amount</u>
<b>MID-YEAR BUDGET ADJUSTMENTS</b>			
<u>Decrease Revenue Accounts</u>			
40110	Current Property Tax		82,000.00
40120	Trustee Collection Prior Year		109,000.00
40130	Circuit Clerk & Master Collections		30,000.00
40140	Interest & Penalty		30,450.00
40163	Payments in Lieu of Taxes Other		2,207.00
40210	Local Option Sales Tax		80,514.00
40270	Business Tax		1,745.00
<u>Increase Revenue Account</u>			
44170	Miscellaneous Refunds	31,900.00	
46511	Basic Education Program	24,620.00	
46820	Income Tax	74,000.00	

Decrease Undesignated Fund Balance

39000 Undesignated Fund Balance 97,712.00

Decrease Expenditure Accounts

71100 116	Teachers	77,000.00
71100 201	Social Security	5,330.00
71100 204	Retirement	5,629.00
71100 207	Medical Insurance	15,000.00
71100 399	Other Contracted Services	14,800.00
71150 116	Teachers - Alternative Instruction	940.00
71150 207	Medical Insurance	995.00
72130 207	Medical Insurance	2,750.00
72210 207	Medical Insurance	3,670.00
72220 105	Supervisor - Special Education	7,365.00
72220 201	Social Security	450.00
72220 204	State Retirement	470.00
72220 207	Medical Insurance	475.00
72220 212	Employer Medicare	105.00
72410 207	Medical Insurance	17,450.00
73300 207	Medical Insurance	3,560.00
<u>Increase Expenditure Accounts</u>		
71200 198	Substitute Teachers	4,000.00
71200 207	Medical Insurance	6,800.00
71300 116	Teachers - Vocational	18,505.00
72130 322	Evaluation & Testing	3,200.00
72130 599	Other Charges - Student Support	5,000.00
72310 510	Trustee's Commission	7,500.00
72710 388	Maintenance and Repair Service Vehicles	3,300.00
Totals		384,221.00
		384,221.00

The division of local revenue is based on the Weighted Average Daily Attendance of the current school year. The State provides the Trustee the percentages to use for dividing local revenue at this time each year. We received the notification and Henry County's share decreased by 1.03%. The above budget amendment is necessary so that the budget lines that are effected will more nearly reflect the anticipated revenue for 2008-09. At this point we also looked at all budget lines to see if adjustments should be made. The above decreases and increases in expenditure budget lines are being presented to align the budget to the estimated amount that will be needed for the year.

**DIESEL FUEL AND UTILITIES**

Decrease Expenditure Account

72710 412 Diesel Fuel 135,000.00

Increase Expenditure Accounts

72610 415	Electricity	130,000.00
72610 434	Natural Gas	5,000.00

030412

Totals

135,000.00      135,000.00


Diesel fuel was budgeted based on the price experienced during 07-08 and prices have decreased. This surplus is needed for the utilities for the school district due to increased prices in that area.

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

PASSED 4-20-09



BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION



JERRY D. BOMAR  
COUNTY CLERK

APPROVED 4-20-09



BRENT GREER  
COUNTY MAYOR



**RESOLUTION #6-04-09**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE CERTAIN CHANGES IN THE BUDGET FOR THE HENRY COUNTY HIGHWAY FUND  
FOR FISCAL 2008-2009**

**WHEREAS**, the Board of County Commissioners of Henry County, Tennessee at its August Special Session, 2008, adopted the budget for the Henry County Highway Fund for fiscal 2008-2009; 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 Highway Fund; and,

**WHEREAS**, the expenditures authorized in the said budget of the Henry County Highway 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 Highway 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 20<sup>th</sup> day of April 2009, a majority or more of said membership concurring, that the budget for the Henry County Highway Fund be and hereby is amended as follows, to-wit:

INCREASE ACCOUNT 620455, entitled "Wood Products," in the amount of \$5,000.00

INCREASE ACCOUNT 620599, entitled "Other Charges," in the amount of \$8.00

INCREASE ACCOUNT 631336, entitled "Maintenance & Repair - Equipment," in the amount of \$3,000.00

INCREASE ACCOUNT 650508, entitled "Corporate Surety Bonds," in the amount of \$175.00

DECREASE ACCOUNT 680705, entitled "Bridge Construction," in the amount of \$5,000.00

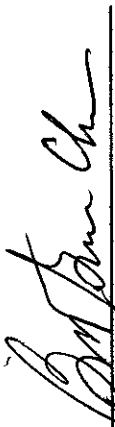
DECREASE ACCOUNT 631599, entitled "Other Charges," in the amount of \$8.00

DECREASE ACCOUNT 631399, entitled "Other Contracted Services," in the amount of \$3,000.00

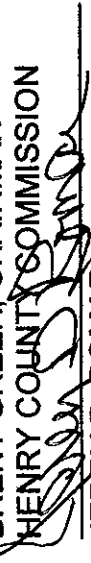
DECREASE ACCOUNT 650516, entitled "Other Self Insurance Claims," in the amount of \$175.00

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

PASSED 4-20-09




BRENT GREER, CHAIRMAN  
HENRY COUNTY COMMISSION



JERRY D. BOMAR  
COUNTY CLERK

APPROVED 4-20-09



BRENT GREER  
COUNTY MAYOR

ROLL CALL

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

A motion was made by Earl Anderson and seconded by David Webb that Resolution #7-4-09 be approved to approve a contract with the State of Tennessee, Department of Military, the Tennessee Emergency Management Agency and Henry County for funding Henry County's Homeland Security Grant for FFY2009.

TEM NO. 9

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL			X		X			
CARTER, DELL					X			
EVANS, MITCHELL					X			
FREEMAN, BOBBY	X							
HAMLIN, JEFF	X							
HUMPHREYS, KENNETH					X			
JONES, DON					X			
MATHENIA, PAUL					X			
MCSWAIN, CONNIE					X			
NEAL, PAUL					X			
PASCHALL, DAN					X			
TRAVIS, JAMES					X			
WARREN, MARY					X			
WEBB, DAVID				X	X			
WIRGAU, TIM					X			
TOTAL	2				13			

DATE : 04/20/2009

MOTION CARRIED

**RESOLUTION NO. 7-4-09**

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO APPROVE A CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, THE TENNESSEE EMERGENCY MANAGEMENT AGENCY, AND HENRY COUNTY FOR FUNDING HENRY COUNTY'S HOMELAND SECURITY GRANT FOR FFY 2009**

**WHEREAS**, the Governing Body of Henry County, Tennessee has determined it is necessary and desirable to approve a grant agreement with the State of Tennessee, Department of the Military, Tennessee Emergency Management Agency, and Henry County for “pass through” funding of Henry County’s Homeland Security Grant; and

**WHEREAS**, the Homeland Security Grant Program, which consists of State Homeland Security Program, the Law Enforcement Terrorism Prevention Program, the Citizens Corps Program, and the Metropolitan Medical Response System, provides an integrated mechanism to significantly enhance the coordination of regional efforts to prevent, respond to, and recover from incidents of terrorism involving chemical, biological, radiological, nuclear, and explosive weapons and cyber attacks; and

**WHEREAS**, the amount of the grant will be for \$15,000.00, for funding of training, exercises, planning, management and administration and equipment purchases allowable under the FY 2009 Emergency Management Performance Grant (EMPG) Program ; and

**WHEREAS**, the Grant shall be effective for the period commencing on October 1, 2008, and ending on September 30, 2009; and

**WHEREAS**, the terms of the contract are contained in the attached grant agreement; and

**WHEREAS**, it is necessary for the Board of Henry County Commissioners to authorize entering into such agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henry County, Tennessee, meeting in regular session on this 20<sup>th</sup> day of April, 2009, a majority or more of the membership concurring, does hereby empower and authorize the Henry County Mayor to enter into the above mentioned agreement with the State of Tennessee, Department of the Military, and Tennessee Emergency Management Agency, for "pass through" funding in the amount of \$15,000.00 to fund Henry County's Homeland Security Grant for FFY 2009.


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

PASSED 4-20-09

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

  
\_\_\_\_\_  
**JERRY D. BOMAR**  
**COUNTY CLERK**

APPROVED 4-20-09

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

**C O N T R A C T   C O V E R**

(cost reimbursement grant to a federal or Tennessee local or quasi-governmental entity)

<b>RFS Tracking #</b>		<b>Edison Contract ID #</b>	
<b>34101-05009</b>			
<b>Service Caption</b>			
EMERGENCY MANAGEMENT PERFORMANCE GRANT 2009-EP-E9-0052			
<b>Delegated Authority Requisition ID # (ONLY if applicable)</b>			
<b>DG-09-24430-00/0000000057</b>			
<b>Grantee FEIN</b>			
<input checked="" type="checkbox"/> C- 626000667			
<b>Begin Date</b>		<b>End Date</b>	
10/1/08		9/30/09	
<b>CFDA #(s)</b>		97.042	
<b>Subrecipient or Vendor</b>		<input type="checkbox"/> Vendor	
<input checked="" type="checkbox"/> Subrecipient			
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
2009		15,000.00	
<b>TOTAL:</b>		15,000.00	<b>15,000.00</b>
<b>Procurer Agency Contact &amp; Telephone #</b>			
MARSHA CORNISH, NATIONAL GUARD ARMORY, 615-741-3018			
<b>Procurer Agency Budget Officer Approval</b> (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.)			
<b>Speed Code</b>		<b>Account Code</b>	
		71301000	

--- OCR Use ---

000410

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
HENRY COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Henry County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding to subsidize emergency management, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000667

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. Each Grant will be in accordance with items outlined in Tennessee Code Annotated (TCA) 58-2-110; et al., the Program Worksheet (PW) as approved by the appropriate Regional Director (RD) of the Tennessee Emergency Management Agency (TEMA) and in coordination with the Department of Homeland Security, Office of Domestic Preparedness, Federal Emergency Management Agency (FEMA) and the local Emergency Management Agency (EMA).
- A.3. Each Grant will incorporate the PW as a part of Attachment 2.
- A.4. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents included by reference shall govern in order of precedence as detailed below.
- a. this Contract document and all of its attachments and exhibits, excluding the following items incorporated by reference;
  - b. the state grant proposal solicitation (resulting in this Grant Contract) and any associated amendments; and
  - c. the Grantee's Proposal attached hereto to elucidate the Grant Contract scope of services.

**B. GRANT CONTRACT TERM:**

This Grant Contract shall be effective for the period commencing on October 1, 2008 and ending on September 30, 2009. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed fifteen thousand and 00/100 (\$ 15,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- 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 compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Emergency Management Agency  
EMPG Program  
3041 Sidco Drive  
Nashville, TN 37204

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Grantee);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which the reimbursement request is applicable);
  - (4) Grant Contract Number (assigned by the State to this Grant Contract);
  - (5) Account Name: Department of Military, Tennessee Emergency Management Agency;
  - (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
  - (7) Grantee Name;
  - (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
  - (9) Grantee Remittance Address;
  - (10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
  - (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
    - i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
    - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
    - iii. Total Amount Reimbursed under the Grant Contract to Date; and
    - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.
- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:
- (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract



Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and  
 (2) not include any reimbursement requests for future expenditures.

- c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.
- d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such 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 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 explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and 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 said 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 final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice 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 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 grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

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section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

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- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Department of Military, Tennessee Emergency Management Agency." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. 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.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.16. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/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 was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such

reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

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D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gary Ellis, Director  
East TN Region  
803 N. Concord St.  
Knoxville, TN 37919  
gellis@tnema.org  
Phone #: (865) 594-5650  
FAX #: (865) 594-5668

Kelly Zadakaus, Director  
Middle TN Region  
3041 Sidco Drive  
Nashville, TN 37204  
kzadakaus@tnema.org  
Phone #: (615) 741-7342  
FAX #: (615) 741-0498

Jane Waldrop, Director  
West TN Region  
1510 R. E. Bailey Bypass  
Jackson, TN 38302  
jwaldrop@tnema.org  
Phone #: (731) 422-3300  
FAX #: (731) 423-6621

The Grantee:

The Honorable Brent Greer, County Mayor  
Henry County  
Henry County Courthouse  
101 W. Washington  
Paris, TN 38242  
Email: b.greer@charterinternet.com  
Telephone #: (731) 642-5212  
FAX #: (731) 642-6531

Point of Contact:

Ron Watkins, Director  
Henry County EMA  
P.O. Box 7  
545 Cedar Street  
Paris, TN 38242  
Email: hcema@bellsouth.net  
Telephone #: (731) 644-2678  
FAX #: (731) 644-2608

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the

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Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**E.4. Voluntary Buyout Program.** The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

**E. 5. 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.

**E.6. State Interest in Equipment.** The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

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

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

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

The Grantee shall submit its inventory control report of all equipment purchased with funding through this grant within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among

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alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

E.8. 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.9. Certification Regarding Drug-Free Workplace Requirements. This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (E.9.a.);

010460

- d. Notifying the employee in the statement required by paragraph (E.9.a.) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph [E.9.d.(2)], from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph [E.9.d.(2)], with respect to any employee who is convicted.
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (E.9.a.), (E.9.b.), (E.9.c.), (E.9.d.), (E.9.e.), (E.9.f.), and (E.9.g.).
- E.10. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.12. Compliance With National Incident Management System (NIMS).  
The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) report or provide any Correction Action Plan report for items not meeting compliance. The report and any suspense dates are provided by NIMSCAST at <http://www.fema.gov/nimscast/index.jsp>. The compliance items are in the Resources box under Metrics/Legacy Assessment (pdf). The Grantee will use the current year and the NIMS Implementation Matrix for Tribal and Local Jurisdictions.

IN WITNESS WHEREOF,  
HENRY COUNTY:

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

BRENT GREER, COUNTY MAYOR \_\_\_\_\_

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY:

GUS L. HARGETT, JR., MAJOR GENERAL, THE ADJUTANT GENERAL DATE \_\_\_\_\_

I certify that this entity meets Civil Rights Title VI compliance.
Signature _____
Date _____
<small>Reviewed by Dept of Military Civil Rights Title VI Officer</small>

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## ATTACHMENT 1

GRANT BUDGET  
(BUDGET PAGE 1)

EMERGENCY MANAGEMENT PERFORMANCE GRANT 2009-EP-E9-0052 FOR HENRY COUNTY					
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 10/1/08, and ending 9/30/09.					
POLICY 03 Object Line-Item Referenc e	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT	
1 & 2	Salaries and Benefits & Taxes	0.00	0.00	0.00	
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	15,000.00	15,000.00	30,000.00	
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	0.00	0.00	0.00	
13	Interest <sup>2</sup>	0.00	0.00	0.00	
14	Insurance	0.00	0.00	0.00	
16	Specific Assistance To Individuals	0.00	0.00	0.00	
17	Depreciation <sup>2</sup>	0.00	0.00	0.00	
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00	
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00	
22	Indirect Cost	0.00	0.00	0.00	
24	In-Kind Expense	0.00	0.00	0.00	
25	<b>GRAND TOTAL</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>30,000.00</b>	

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at [www.state.tn.us/finance/rais/ocr/policy03.pdf](http://www.state.tn.us/finance/rais/ocr/policy03.pdf)).

<sup>2</sup> Applicable detail attached if line-item is funded.

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**ATTACHMENT 1 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING, MANAGEMENT & ADMINISTRATION AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FY 2009 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM	15,000.00
TOTAL	15,000.00

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# 2009 Program Worksheet Henry County

<i>Task/Program Elements</i>	<i>Projected Quarter Completion</i>
<p><b>EMAP STANDARD 3.1 – Program Administration, Plans &amp; Evaluation</b></p> <ul style="list-style-type: none"> <li>Develop a program worksheet which becomes a part of the EMPG contract.</li> <li>Submit a quarterly report 10 days following the end of each quarter. This Report is to be all inclusive and give the actions taken during the reporting quarter on each Task/Program Element listed in the Program Worksheet. <i>Note* all actions projected to be completed in a later quarter should be addressed in each quarterly report. All actions not completed by projected quarter require a written explanation and new schedule completion date.</i></li> <li>Complete an After Action Review/Exercise Evaluation Form on all exercises conducted by or participated in by EMA.</li> </ul>	<p>1<sup>st</sup> Quarter Quarterly</p> <p>Within 10 days following each exercise</p>
<p><b>EMAP STANDARD 3.2 – Program Coordinator</b></p> <ul style="list-style-type: none"> <li>Submit a letter of appointment following every City/County Mayor election or the appointment of a new local EMA Director, empowered with the authority to execute the emergency management program for the covered jurisdiction.</li> <li>Program Coordinator or designee will attend quarterly director meetings</li> </ul>	<p>On occurrence</p> <p>Quarterly</p>
<p><b>EMAP STANDARD 3.3 - Advisory Committee</b></p> <ul style="list-style-type: none"> <li>Conduct meetings and submit minutes to regional office with quarterly reports</li> </ul>	<p>Quarterly</p>
<p><b>EMAP STANDARD 4.1 - Administration and Finance</b></p> <ul style="list-style-type: none"> <li>Submit staffing pattern to the regional office with a letter from County Mayor requesting funding for the next FFY (due end of June)</li> <li>Submit a copy of the county budget showing emergency management budget line. (Must show dollars spent on EM totals needed for the 50-50 match.)</li> <li>Submit a funding certification form with supporting documentation to the regional office with the quarterly report. (funding certification can not be forwarded to Nashville without an approved quarterly report on file at the regional office)</li> <li>Insure all files relating to emergency management funding and activities are current and open for review.</li> </ul>	<p>3<sup>rd</sup> Quarter</p> <p>4<sup>th</sup> Quarter</p> <p>Quarterly</p> <p>Daily</p>
<p><b>EMAP STANDARD 4.2 – Laws and Authorities</b></p> <ul style="list-style-type: none"> <li>Review the LEPC membership list with the County Mayor and submit a letter of appointment of the committee and the chairperson to the Regional Office by December 31. (IF LEPC is an all hazards or includes mitigation this should be noted in the narrative of the appointment letter)</li> </ul>	<p>1<sup>st</sup> quarter</p>
<p><b>EMAP STANDARD 4.3 – Hazard Identification &amp; Risk Assessment</b></p> <ul style="list-style-type: none"> <li>Develop a planning bridge to be used in all plans for the HIRA</li> </ul>	<p>3<sup>rd</sup> quarter</p>
<p><b>EMAP STANDARD 4.4 – Hazard Mitigation</b></p> <ul style="list-style-type: none"> <li>Conduct meetings of the LEPC and /or All Hazard Mitigation Committee to review mitigation plan. Submit a copy of the minutes with the quarterly report.</li> </ul>	<p>Quarterly</p>
<p><b>EMAP STANDARD 4.5 – Prevention and Security</b></p> <ul style="list-style-type: none"> <li>Continue being an active member of the Homeland Security District Council; attending meetings and insuring the county is meeting district goals and objectives</li> </ul>	<p>Quarterly</p>
<p><b>EMAP STANDARD 4.6 – Planning</b></p> <ul style="list-style-type: none"> <li>Review and update BEOP</li> <li>Submit CAT annex to TEMA</li> <li>Start working on COOP/COG plans as directed by TEMA</li> </ul>	<p>Quarterly</p> <p>2<sup>nd</sup> quarter</p> <p>4<sup>th</sup> quarter</p>

010465

# 2009 Program Worksheet Henry County

<b>EMAP STANDARD 4.7 – Incident Management</b>	<ul style="list-style-type: none"> <li>• All incident/mission are reported to the SEOC and/or regional office as soon as practical after the event.</li> <li>• All incident/mission status updates to SEOC are made in a timely manner.</li> <li>• Mission/incident activities are noted in the quarterly report.</li> <li>• All new NIMS requirements will be briefed to all appropriate departments</li> </ul>	<p>On occurrence</p> <p>On occurrence Quarterly</p> <p>On occurrence</p>
<b>EMAP STANDARD 4.8 – Resource Management and Logistics</b>	<ul style="list-style-type: none"> <li>• Complete and submit resource typing to TEMA</li> <li>• Continue to maintain resource inventories</li> <li>• Work with CBRNE teams to determine what resources are needed and how best to utilize them</li> </ul>	<p>2<sup>nd</sup> quarter Quarterly</p> <p>Quarterly</p>
<b>EMAP STANDARD 4.9 – Mutual Aid</b>	<ul style="list-style-type: none"> <li>• Work with the fire chief's association fire mutual aid studies</li> </ul>	<p>4<sup>th</sup> quarter</p>
<b>EMAP STANDARD 4.10 – Communications and Warning</b>	<ul style="list-style-type: none"> <li>• Continue working with State on the state-wide interoperable communication plan</li> <li>• Test communication equipment</li> <li>• Test warning equipment</li> <li>• Work with Cities of Henry and Paris on development of SOG's for outdoor warning sirens</li> </ul>	<p>Quarterly</p> <p>Quarterly</p> <p>Quarterly</p> <p>3<sup>rd</sup> quarter</p>
<b>EMAP STANDARD 4.11 – Operations and Procedures</b>	<ul style="list-style-type: none"> <li>• Conduct RADEF readings quarterly in 4 identified locations of the county and submit findings with quarterly report.</li> </ul>	<p>Quarterly</p>
<b>EMAP STANDARD 4.12 – Facilities</b>	<ul style="list-style-type: none"> <li>• Continue to upgrade and test EOC</li> </ul>	<p>Quarterly</p>
<b>EMAP STANDARD 4.13 – Training</b>	<ul style="list-style-type: none"> <li>• Maintain records on NIMS requirements and encourage all agencies to meet the require training.</li> <li>• Do NIMSCAST</li> <li>• Coordinate HazMat Training course</li> <li>• Director will continue to take course quarterly or at least 4 in the year</li> <li>• EMA staff will take classes when their schedule permits</li> </ul>	<p>Quarterly</p> <p>4<sup>th</sup> quarter</p> <p>2<sup>nd</sup> quarter</p> <p>Quarterly</p> <p>Quarterly</p>
<b>EMAP STANDARD 4.14 – Exercises, Evaluations and Corrective Actions</b>	<ul style="list-style-type: none"> <li>• Participate in the annual LEPC exercise</li> <li>• Participate in severe weather awareness week drills and exercises</li> </ul>	<p>4<sup>th</sup> quarter</p> <p>2<sup>nd</sup> quarter</p>
<b>EMAP STANDARD 4.15 – Crisis Communications, Public Education and Information</b>	<ul style="list-style-type: none"> <li>• Apply for and attain Storm ready status from the National weather service</li> <li>• Participate in fire prevention month</li> <li>• Participate in winter awareness week</li> <li>• Participate in earthquake awareness week activities</li> <li>• Participate in severe weather awareness week activities</li> <li>• Give public presentations</li> </ul>	<p>1<sup>st</sup> quarter</p> <p>1<sup>st</sup> quarter</p> <p>1<sup>st</sup> quarter</p> <p>2<sup>nd</sup> quarter</p> <p>2<sup>nd</sup> quarter</p> <p>As requested</p>

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# 2009 Program Worksheet

## Henry County

Ronald Watkins  
Print EMA Director

*Ronald Watkins*  
Signature

11/19/08  
Date

Jane Waldrop  
Print Regional Director

*Jane Waldrop*  
Signature

12/12/08  
Date Approved



ROLL CALL

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

Sheriff Monte Belew reported to the Commission that the Sheriff's Department has  
 Applied for stimulus money under the Byrne Grant in the amount of \$29,700.00.

ITEM NO. 10

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL								
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL								
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
TRAVIS, JAMES								
WARREN, MARY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE : 04/20/2009

ROLL CALL

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

A motion was made by Paul Mathenia and seconded by Dell Carter to adjourn..

ITEM NO. 11

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
ANDERSON, EARL								
CARTER, DELL				X				
EVANS, MITCHELL								
FREEMAN, BOBBY								
HAMLIN, JEFF								
HUMPHREYS, KENNETH								
JONES, DON								
MATHENIA, PAUL			X					
MCSWAIN, CONNIE								
NEAL, PAUL								
PASCHALL, DAN								
TRAVIS, JAMES								
WARREN, MARY								
WEBB, DAVID								
WIRGAU, TIM								
TOTAL								

DATE 04/20/2009

VOICE VOTE CARRIED: