

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 December 17, 2007 at 7:00 PM

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

ITEM NO. 1 The meeting was called to order by Sheriff Monte Belew

ITEM NO. 2 The invocation was led by James Travis.

ITEM NO. 3 The pledge to the flag was led by Tim Wirgau.

ITEM NO. 4 Roll Call

The Clerk called the roll and the following were present:

Earl Anderson, Mitchell Evans, Bobby Freeman, Kenneth Humphreys, Don Jones, Paul Mathenia, Dan Paschall, James Travis, Randy Veazey, Mary Warren, Larry Watson, David Webb, Tim Wirgau.

Absent- Dell Carter & Jeff Hamlin

ITEM NO. 5 Citizen's Forum

NONE AND THE CHAIR CLOSED THE FORUM

ITEM NO. 6 Commissioner's Forum

Commissioner Wirgau- Being in the giving mood brought calendars for anyone wanting them.

Commissioner Jones- Reported that Latane Collins was in the hospital and not doing well.

Commissioner Warren- Commented that Mayor Greer looked like he was feeling and she appreciated him asking the Commission to remember him in prayer with his health issues which is the least that we could do for him. Chairman Greer reported on the condition of Commissioner Dell Carter.

THE CHAIR CLOSED THE FORUM

ITEM NO. 7 Consent Agenda

A motion was made by Earl Anderson and seconded by Bobby Freeman to approve the consent agenda which consisted of the following:

Minutes of the November 19, 2007 meeting, reports of property tax and total revenue collections to date and the following Notary Publics:

Michael P. Hudson, Wendy M. Bass, Verla Smith, Jennifer Roberts, Jim L. Fields, Cristie Nielson, Daniel E. Robbins, Lisa A. Lindsey, Cindy B. Bailey.

VOICE VOTE CARRIED

ROLL CALL

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

Commissioner Humphreys presented the budget transfers for approval. A motion was Made by Kenneth Humphreys and seconded by Randy Veazey to approve Resolutions #1-12-07 and 2-12-07.

ITEM 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 | | | |
| DAN PASCHALL | | | | | X | | | |
| TRAVIS, JAMES | | | | | X | | | |
| VEAZEY, RANDY | | | | | X | | | |
| WARREN, MARY | | | | | X | | | |
| WATSON, LARRY | | | | | X | | | |
| WEBB, DAVID | | | | | X | | | |
| WIRGAU, TIM | | | | | X | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTAL | 2 | | | | 13 | | | |
| | | | | | | | | |

DATE : 12/17/2007

MOTION CARRIED

RESOLUTION #1-12-07

**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 2007-2008**

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2007, adopted the budget for the Henry County General Fund for fiscal 2007-2008; 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 17th day of December 2007, 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 REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$1,773.80

INCREASE ACCOUNT 51500-709, entitled "Data Processing Equipment," in the amount of \$1,773.80

Please see attached memo regarding this request.

OTHER GENERAL ADMINISTRATION

INCREASE REVENUE ACCOUNT 46980, entitled "Other State Grants," in the amount of \$19,110.40

DECREASE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$2,388.80

INCREASE ACCOUNT 51900-599, entitled "Other Charges," in the amount of \$21,499.20

Please see attached from Supreme Court of TN regarding this request.

MISCELLANEOUS

DECREASE REVENUE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$7,500.00

INCREASE ACCOUNT 58900-599, entitled "Other Charges," in the amount of \$7,500.00


This request is to pay for the Springville Utility District feasibility study 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 12-17-07




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



JERRY D. BOMAR
COUNTY CLERK

APPROVED 12-17-07



BRENT GREER
COUNTY MAYOR

RESOLUTION #2-12-07

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 2007-2008

WHEREAS, the Board of County Commissioners of Henry County, Tennessee at its July Regular Session, 2007, adopted the budget for the Henry County General Purpose School Fund for fiscal 2007-2008; 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 17th day of December 2007, 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:

INCREASE REVENUE ACCOUNT 44170, entitled "Miscellaneous Refunds," in the amount of \$16,379.00

INCREASE ACCOUNT 76100-799, entitled "Other Capital Projects," in the amount of \$16,379.00

DECREASE RESERVE ACCOUNT 39000, entitled "Unappropriated Fund Balance," in the amount of \$174,900.00

INCREASE ACCOUNT 76100-706, entitled "Building Construction," in the amount of \$174,900.00

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

PASSED 12-17-07


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



JERRY D. BOMAR
COUNTY CLERK

APPROVED 12-17-07



BRENT GREER
COUNTY MAYOR

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

A motion was made by James Travis and seconded by Dan Paschall that Resolution #3-12-07 be approved setting the dollar amount at \$5000.00 for all expenditures by Henry County General Government and Henry County Solid Waste.

ITEM NO. 9

| | 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 | | |
| DAN PASCHALL | | | | X | X | | | |
| TRAVIS, JAMES | | | X | | X | | | |
| VEAZEY, RANDY | | | | | X | | | |
| WARREN, MARY | | | | | X | | | |
| WATSON, LARRY | | | | | | X | | |
| WEBB, DAVID | | | | | X | | | |
| WIRGAU, TIM | | | | | | X | | |
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| | | | | | | | | |
| TOTAL | 2 | | | | 7 | 6 | | |
| | | | | | | | | |

DATE : 12/17/2007

MOTION FAILED

Failed

RESOLUTION NO. 3-12-07

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO SET THE DOLLAR AMOUNT AT \$5,000 FOR ALL EXPENDITURES BY HENRY COUNTY GENERAL GOVERNMENT AND HENRY COUNTY SOLID WASTE DEPARTMENT

WHEREAS, Chapter 137, Henry County Private Acts of 1983, does not establish a dollar amount required for the purpose of requesting sealed bids for the expenditures by the Henry County General Government and the Henry County Solid Waste Department; and

WHEREAS, the county legislative body recognizes that pursuant to Tennessee Code Annotated § 5-14-108(c)(1), this amount is now set at \$10,000 which presently sets the local limit for bid requirements at this amount; and

WHEREAS, the county legislative body desires to lower this limit to \$5,000 as the amount that would require sealed bids to be requested before expenditures would be made.

NOW, THEREFORE, BE IT RESOLVED by the Henry County, Tennessee Board of Commissioners, meeting in regular session on this 17th day of December, 2007, a majority or more of the membership concurring, that the amount which sealed bids for expenditures are required is hereby lowered to Five Thousand Dollars (\$5,000), for all General Government and Solid Waste Department expenditures.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage and approval, and a copy of this Resolution shall be mailed or otherwise delivered by hand delivery to each official within Henry County General Government and Henry County Solid Waste Department having responsibility for purchasing.

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

PASSED _____

**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**

**JERRY D. BOMAR
COUNTY CLERK**

APPROVED _____

**BRENT GREER
HENRY COUNTY MAYOR**

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

A motion was made by Bobby Freeman and seconded by Mary Warren to approve Resolution #4-12-07 approving the Edward Byrne Memorial Grant award in the amount Of \$18,000.00 with a \$6,000.00 match from the County.

ITEM NO. 10

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

DATE : 12/17/2007

MOTION CARRIED

RESOLUTION NO. 4-12-07

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO ACCEPT THE STATE OF TENNESSEE'S DEPARTMENT OF FINANCE AND ADMINISTRATION'S CONTRACT FOR 2007/2008 – THE EDWARD BYRNE MEMORIAL GRANT AWARD IN THE AMOUNT OF \$18,000 WITH A \$6,000 MATCH FROM THE COUNTY

WHEREAS, the Governing Body of Henry County, Tennessee "Local Government" has determined it is necessary and desirable for Henry County to accept and authorize the contract for the 2007/2008 Edward Byrne Memorial award, Contract # DGA Number DG-06-01963-02, Grant # Z; and

WHEREAS, the purpose of the contract is to provide funding to the Sheriff's Department for video equipment for cars; and

WHEREAS, the Department of Finance and Administration, through their Office of Criminal Justice Programs, will provide Henry County with \$18,000 and Henry County will provide \$6,000 through the Sheriff's budget line item, General Capital Projects 91110-716, entitled Law Enforcement Equipment for the County's Match.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 17th day of December, 2007, a majority or more of the membership concurring, does hereby approve the aforementioned contract with the State of Tennessee's Criminal Justice System as per the attached contract.

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

PASSED 12-17-07




**BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION**



**JERRY D. BOMAR
COUNTY CLERK**

APPROVED 12-17-07



**BRENT GREER
HENRY COUNTY MAYOR**



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
RESOURCE DEVELOPMENT AND SUPPORT
OFFICE OF CRIMINAL JUSTICE PROGRAMS
WILLIAM R. SNODGRASS TENNESSEE TOWER
312 8th AVENUE NORTH, SUITE 1200
NASHVILLE, TENNESSEE 37243-1700
FAX (615) 532-2989

DAVE GOETZ
COMMISSIONER

November 19, 2007

The Honorable Brent Greer, Mayor
Henry County, Tennessee
P.O.Box 7
Paris, TN 38242

Dear Mayor Greer:

Enclosed are the contracts for your 2007/2008 Edward Byrne Memorial Grant award. The amount of the award is 75% of the approved total cost for your project; your match is 25% cash, as indicated in your application. Over-matches are not indicated in the contract.

To accept this grant award, please do the following:

- Each of the four contracts must be signed by the Authorized Official in the appropriate places.
- The Substitute W-9 Form (attached) must also be completed prior to the awarding of any federal funds.
- The ACH (Automated Clearing House) Form must also be completed by all agencies having had no previous payment accounts set up with the State. If any information has been changed since the original establishment of your ACH account you will need to complete the attached form.
- ~~Use a colored ink, such as blue. Do not use black ink!~~
- **Return all four contracts to this office by **December 7, 2007.****

We suggest returning the contracts by means which will provide a written record of delivery and receipt, such as "return receipt requested" or delivery which can be tracked (FedEx, UPS, etc.).

After the approval of Commissioner Goetz, a fully executed contract will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return will ensure that the payment process will begin as soon as possible according to the state invoice system.

Your Program Manager is David Lewis. His phone number is 615-532-2988. If we can be of any assistance to you please call us. We look forward to our continued partnership with you.

Sincerely,

Patricia B. Dishman

Patricia B. Dishman
Director

Allotment 317.06
Cost Center 2002

DGA Number DG-06-01963-02
Grant # Z

**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
Henry County Government**

This Grant, by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Henry County, Tennessee, hereinafter referred to as the "Grantee," is for the provision of awarding federal funds for the improvement of the criminal justice system as provided by a drug control and systems improvement grant program, specifically, the Edward Byrne/Justice Assistance Grant Program, as further defined in the "SCOPE OF SERVICES."

The Grantee is a governmental entity.

Grantee Vendor Identification Number: 62-6000667
Grantee Address: P.O.Box 639
Paris, TN 38242

Grantee Place of Incorporation or Organization: Henry County, TN

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. The Grantee shall be required to comply with all the requirements set forth in Attachment(s) A, A1, B, C, D, E and F of this grant document.
- A.3. The Grantee will comply with and perform all services, functions, and/or requirements as stated in the Grantee's proposal (application) under which this Grant is awarded and is hereby incorporated into this Grant as Attachment A and A1.
- A.4. Operational Within 60 Days. If a project is not operational within 60 days of the original start date of the award period, the Grantee must report by letter to the Office of Criminal Justice Programs the steps taken to initiate the project, the reasons for delay, and the expected start date.
- A.5. Operational Within 90 Days. If a project is not operational within 90 days of the original start date of the award period, the Grantee must submit a second statement to the Office of Criminal Justice Programs explaining the implementation delay. The State may cancel the project and redistribute funds or where warranted, extend implementation date of the project.
- A.6. Data Collection. The Grantee agrees to gather and maintain data relating to grant project activities as required by the Office of Criminal Justice Programs of the Department of Finance and Administration. The data collected should support the information submitted on required reports.
- A.7. Adherence to Office of Criminal Justice Programs Manual. The Grantee agrees to follow the guidance given in the Office of Criminal Justice Programs Administrative Manual which is located on the Office of Criminal Justice Programs website (<http://www.state.tn.us/finance/rds/ocjp.htm>).

The Grantee shall adhere to the guidelines in the Generic and Fund Specific sections of the manual. The Grantee agrees to adhere to any changes made in the Office of Criminal Justice Programs Administrative Manual and made available by the Office of Criminal Justice Programs.

- A.8. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents shall govern in order of precedence:
- a. The Grant document
 - b. Attachments to the Grant
 - c. All clarifications and amendments to the Grantee's proposal (application)
 - d. The solicitation for Grant Proposal (application)
 - e. All State Approved Requests for Grant Budget Revisions

B. GRANT TERM:

- B.1. This Grant shall be effective for the period commencing on 1/1/2008 and ending on 6/30/2008. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend the Contract for an additional period or periods of time representing increments of no more than one year and a total Contract term of no more than five (5) years, provided that such an extension of the Contract term is effected prior to the current, Contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **eighteen thousand and 00/100 (\$18,000.00)**. The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment A1 Budget Summary for fiscal year 07-08, 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.5.
- 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, in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by budget line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.
- 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 subject to the Grant Budget.
- C.5. 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 increase the total grant budget 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 increase in the total grant budget amount shall require a grant contract amendment.

- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit a final grant disbursement reconciliation report within forty-five (45) days of the end of the Grant Contract. Said report shall be in form and substance acceptable to the State. The State will not be responsible for the payment of invoices that are submitted to the state after the final grant disbursement reconciliation report.

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.

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.7. Match Requirement. The Grantee shall provide a **cash** match equal to or greater than 25% of the project budget or at least **six thousand and 00/100** (\$6,000.00) for fiscal year 07/08. If the Grantee fails to generate the match amount required and budgeted herein, then the amount of the Grant funds payable to the Grantee shall be reduced by the match amount not provided, and, at the sole discretion of the State, this Grant Contract may be subject to termination for cause.
- 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, 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 Grant 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 or any amendment thereof 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 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 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant, the State shall have the right to immediately terminate the Grant 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 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 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.
- 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 Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and 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 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 sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

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 or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

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

- D.10. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs." 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 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 allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. 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.
- D.17. Strict Performance. Failure by any party to this Grant 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 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, shall not act as agents, 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 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.
- D.20. Force Majeure. The obligations of the parties to this Grant 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, acts of God, riots, wars, strikes, 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.
- D.22. Governing Law. This Grant 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. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, 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 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 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 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 are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant.

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, 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 shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

David Lewis, Program Manager
Office of Criminal Justice Programs
William R. Snodgrass Tennessee Tower
312 8th Avenue North, Suite 1200
Nashville, TN 37243-1700
David.W.Lewis@state.tn.us
Telephone # 615-532-2988
FAX # 615-532-2989

The Grantee:

Stan Pinson
Henry County Sheriffs Office
P.O.Box 639

Paris, TN 38242
stanpinson545@yahoo.com
Telephone # 731-642-1672
FAX # 731-644-0469

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or as of the day the electronic transmission of such by telefax or email is received and confirmed by the designated recipient.

- E.3. Subject to Funds Availability. The Grant 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 upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant. Upon termination of this Grant, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

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

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

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

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

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

The Grantee shall submit its inventory control report of all equipment purchased with this Grant with the final expenditure report as required under Section C.5. of this Grant Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- E.6. Workpapers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis workpapers, 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.

- E.7. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the 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 State law and ethical standards and 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 State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

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; 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.

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

- E.8. 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.
- E.9. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Grant so that both parties will be in compliance with HIPAA.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this Grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.10. Audit findings or Recommendations. The Grantee agrees to submit for approval to the Office of Criminal Justice Programs of the Department of Finance and Administration, a plan which

addresses any deficiencies detailed on any finding and/or recommendation of an audit relative to grants made by the Department.

- E.11. Supplanting. The Grantee agrees that no funds shall be used to supplant state or local funds that would otherwise be made available for such purposes.
- E.12. Program Income. The grantee agrees that all income generated as a direct result of this project shall be deemed program income. It must be accounted for and it must be used for the purposes and under the conditions applicable to the use of grant funds. This is in accordance with regulations for program income under the Common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements".
- E.13. Immigration and Naturalization Service Form. Grantee agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
- E.14. Fingerprint Reporting Requirement. The Grantee shall ensure that all law enforcement agencies which participate in this grant will comply with Tennessee Code Annotated (TCA) 38-3-122, and will submit all fingerprints taken to the Tennessee Bureau of Investigation (TBI). The Grantee acknowledges that failure to adhere to this requirement is a violation of the contract and may result in termination of the grant contract.
- E.15. TIBRS Reporting Requirement. This Grantee shall ensure that all law enforcement agencies which participate in this grant will comply with Tennessee Code Annotated (TCA) 38-10-101 et seq., and will submit crime statistics using Tennessee Incident Based Reporting System (TIBRS) to the Tennessee Bureau of Investigation (TBI). The Grantee acknowledges that failure to adhere to this requirement is a violation of the contract and may result in termination of the Grant Contract.
- E.16. Mandatory Reporting of Abuse. The Grantee agrees to comply with Tennessee Code Annotated, (TCA) 37-1-403 and 37-1-605 by reporting suspected cases of child abuse to the Department of Children's Services and with Tennessee Code Annotated 71-6-103 by reporting cases of adult abuse to the Department of Human Services as required by law.
- E.17. Federal Funding Statement. The Grantee agrees that all reports, studies, notices, informational pamphlets, press releases, signs, and similar public notices (written, visual or sound) funded under this Grant Contract, and prepared and released by the Grantee shall include the following statement:
- "This project is funded under an agreement with the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs and is supported by Award #**2007-DJ-BX-0058** awarded by the Bureau of Justice Assistance, Office of Justice Programs, USDOJ."
- Additionally, studies and research/report type publications expressing the direction of project activity must also contain the following federal funding statement:
- "The opinions, findings, conclusions or recommendations contained within this document are those of the author and do not necessarily reflect the views of the Department of Justice".
- The Grantee also agrees that one copy of any such publication will be submitted to the Office of Criminal Justice Programs of the Department of Finance and Administration to be placed on file and distributed as appropriate to other potential grantees or interested parties.
- E.18. National Environmental Policy Act. The grantee agrees to assist BJA comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses

requirements in the use of these grant funds. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. New construction
2. Minor renovation or remodeling of a property either
 - a. listed on or eligible for listing on the National Register of Historic Places
 - b. located within a 100 year flood plain
3. A renovation, lease or any other proposed use of a building or facility that will either
 - a. result in a change to its basic prior use or
 - b. significantly change its size
4. Implementation of a new program involving the use of chemicals other than chemicals that are:
 - a. purchased as an incidental component of a funded activity and
 - b. traditionally used, for example, in office, household, recreational, or educational environments

For any of the grantee's programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance (BJA), agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

- E.19. National Historical Preservation Act Compliance. The Grantee shall adhere to the National Historical Preservation Act Compliance, Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470, et seq., as amended) which states that prior to use of any grant funds to renovate, alter, or otherwise improve the exterior or interior of a building, applicants for federal funds must establish identification, record keeping, reporting, consultation and decision-making processes within their programs or procedures for administering grant funds. The Grantee agrees to contact the Office of Criminal Justice Programs for additional implementation guidance before deciding on any renovation work for which the Grantee is unsure of the application of this condition.
- E.20. Human Subject Testing. The Grantee shall adhere to the federal policy on protection of human subjects of research, the "Common Rule." The Common Rule is set forth in 28 CFR Part 46, *Protection of Human Subjects*, which requires that research involving human subjects be submitted to an independent review board for approval and that informed consent procedures be followed. Federal funds may not be expended for research involving human subjects unless the requirements of this policy have been satisfied, if the research is not covered by an exemption set forth in 28 CFR Section 46.101(b)(1).
- E.21. Drug Free Workplace. The Grantee agrees to maintain a drug-free workplace in accordance with the Federal regulations of 34 CFR Part 85, Subpart F (implementing the Drug-Free Workplace Act of 1998).
- E.22. XML Language Compatibility. The Grantee agrees that if grant funds are used to purchase computer systems then the Grantee shall ensure that the systems are XML compatible.
- E.23. Counter-terrorism Efforts. The Grantee agrees when funds are spent on counter-terrorism or first-responder efforts, the Grantee shall notify the State of Tennessee's Department of Homeland Security to ensure coordination of such efforts.

E.24. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it and its principles:

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

E.25. Yearly Maximum Liability. The Maximum Liability of the State for each budget fiscal year, as designated by the Grant Budget Attachment A1 for each individual fiscal year, shall not be carried forward to subsequent budget periods, except as approved by the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs.

IN WITNESS WHEREOF:

Henry County, Tennessee:



The Honorable Brent Greer, Mayor

11/21/07

DATE

PRINTED NAME AND TITLE OF AUTHORIZED GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. GOETZ, JR., COMMISSIONER

DATE

**Office of Criminal Justice Programs
2007/2008 Byrne-JAG Law Enforcement Equipment Application for Funding**

ATTACHMENT "A"

| | | | |
|---|------------------------------|---|--|
| 1. Name and Address of Authorizing Agency: Henry County Government P.O. Box 639 Paris, TN 38242 | | 1a. Internet Address (If Applicable) | |
| 2. Implementing Agency: Henry County Sheriffs Office | | 2a. Internet Address Stanpinson545@yahoo.com | |
| 2b. Sub-Contractor (if applicable) N/A | | | |
| 3. OCJP Program Title and Federal Purpose Area Number: N/A | | | |
| 4. Project Title: Law Enforcement Equipment | | | |
| 5. Beginning Date: 1-1-2008 | | 6. Ending Date: 6-30-2008 | |
| 7. Federal I.D. #: 62-6000667 | | | |
| 8. Authorized Official (Name, title, and complete address): Brent Greer, Mayor Henry County Mayors Office P.O.Box 7 Paris, TN 38242 | | Phone: 731-642-5212 Fax: 731-642-6531 | 8a. E-Mail Address b_greer@charterinternet.com |
| 9. Project Director (Name, title, and complete address): Stan Pinson Henry County Sheriffs Office P.O.Box 639 Paris, TN 38242 | | Phone: 731-642-1672 Fax: 731-644-0469 | 9a. E-Mail Address: stanpinson545@yahoo.com |
| 10. Financial Director (Name, title, and complete address): Pat Hollingsworth, Director of Accounts Mayors Office Paris, TN 38242 | | Phone: 731-642-5212 Fax: 731-644-9724 | 10a. E-Mail Address pathbudg@charterinternet.com |
| 11. County or Counties in Which Project Will Operate (List ALL): Henry | | 11a. Total Population: 33000 11b. Age Group of Project Target Population (if applicable): N/A | |
| 12. U.S. Congressional Districts 8th | | | |
| 13. List all federal and state grants currently received by your agency: (use additional paper if necessary) | | | |
| SOURCE | GRANT NUMBER | AMOUNT | PURPOSE |
| US Dept of Justice | No Paperwork W/Number | \$ 27,002 | Purchase Bulletproof Vests |
| | | | |
| | | | |
| | | | |

14. Project Narrative:

Staffing

List the title/position of the Officers in your department who will be using the equipment:

Patrol Officers who engage in Daily Patrols throughout the Henry County Tennessee

List the number of POST certified officers on staff 29

List the number of Correctional Officers on staff 25

Funding Needs

What is the target population of your project? 33000

Is your agency TIBRS compliant? Yes

List the type of equipment that you need:

Decatur Gemini In-Car Video System
One Piece System Mounted as Headliner
ISO Certification
20g Removal DVR

List any specific problems you are having with your current equipment:

Current Equipment is not specific to In-Car video Systems. They are recreational Home Video Cameras Mounted on a fabricated mount with no Audio Capibilities. We only have one still operational out of 15 we had originally purchased.

Explain how your agency intends to pay the match for this grant:

We are asking for \$6,800.00 from our Capital Outlay Fund. These funds along with the \$18,000.00 grant from OCJP will allow us to purchase eight (8) of the Video Systems

Grant Budget Summary

Refer to Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A for further definition of each expense object line-item in the model budget format. Policy 03 can be found on the internet: <http://www.state.tn.us/finance/rds/ocr/policy03.pdf>.

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: 1/1/2008 through 6/30/2008
(Month/Day/Year) (Month/Day/Year)

| Expense By Object: | | Federal Funds | Match | Total Federal + Match |
|--------------------|--|---------------|------------|--------------------------|
| 1 | Salaries and Wages | NA | NA | \$ 0 |
| 2 | Employee Benefits & Payroll Taxes | NA | NA | \$ 0 |
| 3 | Total Personnel Expenses | NA | NA | \$ 0 |
| 4 | Professional Fees | NA | NA | \$ 0 |
| 5 | Supplies | NA | NA | \$ 0 |
| 6 | Telephone | NA | NA | \$ 0 |
| 7 | Postage and Shipping | NA | NA | \$ 0 |
| 8 | Occupancy | NA | NA | \$ 0 |
| 9 | Equipment Rental & Maintenance | NA | NA | \$ 0 |
| 10 | Printing and Publication | NA | NA | \$ 0 |
| 11 | Travel | NA | NA | \$ 0 |
| 12 | Conferences and Meetings | NA | NA | \$ 0 |
| 13 | Interest | NA | NA | \$ 0 |
| 14 | Insurance | NA | NA | \$ 0 |
| 15 | Grants and Awards | NA | NA | \$ 0 |
| 16 | Specific Assistance to Individuals | NA | NA | \$ 0 |
| 17 | Depreciation | NA | NA | \$ 0 |
| 18 | Other Non-personnel Expenses (Confidential Funds, etc.) | NA | NA | \$ 0 |
| 19 | Total Nonpersonnel Expenses | NA | NA | \$ 0 |
| 20 | (Equipment) Reimbursable Capital Purchases | \$18,000.00 | \$6,000.00 | \$24,000.00 |
| 21 | Total Direct Program Expenses | | | |
| 22 | Administrative Expenses | NA | NA | \$ 0 |
| 23 | Total Direct & Admin Expenses | | | |
| 24 | In-Kind Expenses | NA | NA | \$ 0 |
| 25 | Total Expenses | \$18,000.00 | \$6,000.00 | \$24,000.00 |

Round all amounts to nearest Dollar

| | |
|-----------------------------------|----------------|
| Federal | \$ \$18,000.00 |
| MATCH 25% | \$ \$6,000.00 |
| TOTAL (MUST EQUAL LINE 25) | \$ \$24,000.00 |

| Match Source | Total |
|---------------------------------|------------|
| Capital Outlay Fund (91110-716) | \$6,000.00 |
| | |

BUDGET DETAIL WORKSHEET

Each fiscal year project budget consists of two components; the Budget Summary and the Budget Detail Worksheet. Each component supports the other. The Budget Detail Worksheet is used as a guide to assist you in the preparation of the budget. Applications must provide a detailed justification for all costs, including the basis for computation of these costs. For example, the detailed budget would include the salaries of implementing agency staff involved in the project and the portion of those salaries to be paid from the award; fringe benefits paid to each staff person; travel costs related to the project; equipment to be purchased with the award funds; personnel fees to consultants or subcontracting entities and supplies required to complete the project.

The budget narrative portion of the Budget Detail Worksheet should detail costs included in each budget category for the State and the non-State share. The purpose of the budget narrative is to relate items budgeted to project activities and to provide justification and explanation for budget items, including criteria and data used to arrive at the estimates for each budget category. Any category of expense not applicable to your budget may be marked **NOT APPLICABLE**.

Line 1 Salaries and Wages

On this line, enter compensation, fees, salaries, and wages paid to implementing agency officers, directors, trustees, and employees of an approved project or program. Compensation paid for implementing agency employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Overtime pay will be reviewed on a case-by-case basis and requires written approval from OCJP. Complete the salary schedule (next page) by listing each position by title and name of employee, if available. Show the annual salary and the percentage of time to be devoted to the project(s). The narrative should indicate the direct use to the project of the personnel listed.

AGENCY PERSONNEL AND SALARY LISTING

| Program Title: | | | | | |
|---|------------------------------------|-----------------------|-----------------|----------------------------|----------------------------|
| Title of Position | Name of Employee (if available) | Hourly/ Daily Rate | Total Salary | % Devoted To project | Total Project Amount |
| N/A | | | | | |
| TOTAL | | | | | \$ 0 |
| Narrative: NA for Equipment Grant | | | | | |

Note: If the implementing governmental agency or non-profit organization for STOP, VOCA or Family Violence projects is entering into a subcontractual relationship with an entity that is providing all or part of the project, a subcontract will be required between the implementing agency and the subcontracting entity. Do not enter subcontracting information for professional consultant or subcontracting entity employees under Salaries and Wages (the Salaries and wages line item is only to be used for implementing agency employees). This information must be entered in Line Item 4/Professional Fees. As a part of the subcontract a complete line item budget (using the OCJP format) must be required of the subcontractor. OCJP Budget Summary and Budget Detail Worksheets must be completed for each fiscal year.

Line 2 Employee Benefits & Payroll Taxes

Please breakdown all fringe benefits for all implementing agency personnel listed on the salary schedule for the percentage of time devoted to the project. Fringe Benefits are: (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and Medicare taxes and unemployment and workers' compensation insurance. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Your narrative should explain the direct use of the implementing agency personnel identified for your project.

| Name/Position | Computation | Cost |
|-----------------------|-------------|------|
| NA | | |
| Total Fringe Benefits | | \$ 0 |

Narrative:
NA for Equipment Grant

Line 3 Total Personnel Expenses

Add lines 1 and 2.
\$ 0

Line 4 Professional Fees

Enter the implementing agency's fees to outside professionals, consultants and subcontracting organizations. Services for consultants are limited to the prevailing hourly or daily rate indicated in the grant application. Enter the name of the individual or company being used, the hours or days for the fiscal year and the total cost. The narrative should indicate the specific services to be provided by the consultant or subcontracting organization as it relates to your project exclusively.

Note: If the implementing governmental agency or non-profit organization for STOP, VOCA or Family Violence projects is entering into a subcontractual relationship with an entity that is providing all or part of the project, a subcontract will be required between the implementing agency and the subcontracting entity. Do not enter subcontracting information for professional consultant or subcontracting entity employees under Salaries and Wages (the Salaries and wages line item is only to be used for implementing agency employees). This information must be entered in Line Item 4/Professional Fees. As a part of the subcontract a complete line item budget (using the OCJP format) must be required of the subcontractor. OCJP Budget Summary and Budget Detail Worksheets must be completed for each fiscal year. **Speaker fees for Conferences MUST be entered under Line Item 12, Conferences and Meetings.**

| Name/Affiliation | Hourly or Daily Rate/Contract Price | Hours/days Devoted | Amount |
|-------------------------|-------------------------------------|--------------------|--------|
| NA | | | |
| Total Professional Fees | | | \$ 0 |

Narrative:
NA for Equipment Grant

Line 5 Supplies

Enter the implementing agency's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies by item. The narrative should indicate how these items would benefit your project exclusively.

| Supply Items | Computation | Cost |
|----------------|-------------|------|
| NA | | |
| Total Supplies | | \$ 0 |

Narrative:

NA for Equipment Grant

Line 6 Telephone

Enter the implementing agency's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses. Your narrative should indicate how these items and expenses relate to your project exclusively.

| Item | Computation | Cost |
|-----------------|-------------|------|
| NA | | |
| Total Telephone | | \$0 |

Narrative:

NA for Equipment Grant

Line 7 Postage and Shipping

Enter the implementing agency's expenses for postage, messenger services, overnight delivery, outside mailing service fees, etc. Your narrative should indicate how these costs relate to your project exclusively.

| Item | Computation | Cost |
|-------|-------------|------|
| NA | | |
| Total | | \$0 |

Narrative:

NA for Equipment Grant

Enter the implementing agency's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services; and similar expenses. Your narrative should indicate how these items would benefit your project exclusively.

| Item | Computation | Cost |
|---|-------------|------|
| NA | | |
| Total Occupancy | | \$0 |
| Narrative: NA for Equipment Grant | | |

Line 9 Equipment Rental and Maintenance

Enter the implementing agency's expenses for renting or leasing (not lease purchase) and maintaining computers, copiers, and other office equipment, except for telephone, postage meters, truck, and automobile expenses, which are reportable on lines 6, 7, and 11, respectively. Your narrative should indicate how these expenses would benefit your project exclusively.

| Item/Quantity | Price | Lease Price | Amount |
|---|-------|-------------|--------|
| NA | | | |
| Total Equipment Rental and Maintenance | | | \$0 |
| Narrative: NA for Equipment Grant | | | |

Line 10 Printing and Publications

Enter the implementing agency's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications. Your narrative should indicate how these purchases relate to your project exclusively.

| Item | Computation | Cost |
|---|-------------|------|
| NA | | |
| Total Printing and Publications | | \$0 |
| Narrative: NA for Equipment Grant | | |

Line 11 Travel

Enter the implementing agency's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14. Your narrative should indicate how these expenses would benefit your project exclusively. (Use State travel rates in projections.)

| Description | Transportation | Lodging | Meals | Amount |
|--------------------|----------------|---------|-------|--------|
| NA | | | | |
| Total Travel Costs | | | | \$0 |

Narrative: **NA for Equipment Grant**

Line 12 Conferences and Meetings

Enter the implementing agency's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel). Your narrative should indicate how these expenses would benefit your project exclusively.

| Description | Speaker's Fee Expenses | Registration Cost | Materials | Facilities Rental | Amount |
|--------------------------------|------------------------|-------------------|-----------|-------------------|--------|
| NA | | | | | |
| Total Conferences and Meetings | | | | | \$0 |

Narrative: **NA for Equipment Grant**

Line 13 Interest

Enter the implementing agency's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. **Some interest costs may be unallowable; therefore, check with the Program Guidelines and/or the OCJP program manager before budgeting funds in this category.** The narrative should provide a detailed justification for the expense.

| Description | Amount |
|----------------|--------|
| NA | |
| Total Interest | |

Narrative: **NA for Equipment Grant**

Line 14 Insurance

Enter the implementing agency's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11. **Some insurance costs may be unallowable; therefore, check with the OCJP program manager before budgeting funds in this category.** The narrative should provide a detailed justification for the expense.

| Items | Computation | Cost |
|---|-------------|------|
| NA | | |
| Total Insurance | | \$0 |
| Narrative: NA for Equipment Grant | | |

Line 15 Grants and Awards

Enter the implementing agency's awards, grants, subsidies, and other **pass-through expenditures** to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. The narrative should indicate the specific services to be provided as it relates to your project exclusively.

| Name/Affiliation | Award/Grant | Amount |
|---|-------------|--------|
| NA | | |
| Total Grants and Awards | | \$0 |
| Narrative: NA for Equipment Grant | | |

Line 16 Specific Assistance to Individuals

Enter the implementing agency's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, clothing and transportation. Your narrative should indicate how these expenses would benefit your project exclusively.

| Items | Computation | Cost |
|---|-------------|------|
| NA | | |
| Total Specific Assistance | | \$0 |
| Narrative: NA for Equipment Grant | | |

Line 17 Depreciation

Charges for depreciation or use allowances are permitted when approved in advance by OCJP. Charges for depreciation are not allowable on items purchased and paid for with grant funds. **A separate schedule must be submitted for depreciation to be considered.** The schedule must include the following: description of asset, acquisition cost, source of funds used to purchase asset, estimated useful life, salvage or residual value, method of depreciation (not accelerated), and computation of depreciation charges. The narrative should provide a detailed justification for the expense.

| Items | Computation | Cost |
|---|-------------|------|
| NA | | |
| Total Depreciation | | \$0 |
| Narrative: NA for Equipment Grant | | |

Line 18 Other Nonpersonnel Expenses (Confidential Funds)

List items not included in any of the categories. Check with the OCJP program manager before budgeting funds in this category. Your narrative should indicate how the costs would benefit your project exclusively.

| Items | Computation | Cost |
|---|-------------|------|
| NA | | |
| Total Other | | \$0 |
| Narrative: NA for Equipment Grant | | |

Line 19 Total Nonpersonnel Expenses

Add lines 4 through 18.

\$ 0

Line 20 (Equipment) Reimbursable Capital Purchases

List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years. Expendable items should be included on line 5, the supplies category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment cost should be listed on line 9. Explain how the equipment is necessary for the success of the project.

| Item | Quantity | Purchase Price | Amount |
|----------------------------------|----------|----------------|--------------|
| Decatur Gemini In-Car Video Syst | 7 | \$3,000.00 | \$24,000.00 |
| | | | |
| | | | |
| Total Equipment Cost | | | \$ 24,000.00 |

Narrative:

Line 21 Total Direct Program Expenses

Add lines 3, 19, and 20.
Includes direct and allocated direct program expenses.

\$ 24,000.00

Line 22 Administrative Expenses

Enter the implementing agency's administrative expenses applicable to the project if allowable by the program. The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

| Items | Computation | Amount |
|--------------|-------------|--------|
| NA | | |
| Total Admin. | | \$ 0 |

Narrative: **NA for Equipment Grant**

Line 23 Total Direct and Administrative Expenses

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses

\$ 24,000.00

Line 24 In-Kind Expenses

Report the value of contributed resources to be applied to the program. Refer to the Match Guidelines included with the application. Explain how the services/items are necessary for the success of the project.

| Donated Items | Computation | Amount |
|---------------|-------------|--------|
| NA | | |
| Total In-kind | | \$0 |

Narrative: **NA for Equipment Grant**

Line 25 Total Expenses

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses.

| | |
|----------------|--------|
| Federal Funds | 18,000 |
| Matching Funds | 6,000 |
| Total | 24,000 |

I certify that the above information in Attachment "A" is correct and accurate. (Please check)

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this application "Attachment A" is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to an application/contract, or is executing this application with the informed consent of the authorizing person (named and described in section 8 of attachment A)."

Name, Title and address of certifying designee:
(IF DIFFERENT FROM THE AUTHORIZED OFFICIAL)

ATTACHMENT B

Computer Guidelines for OCJP Grant Agencies

The following are minimum guidelines for the computer needs of local governmental as well as non-profit agencies funded through the Office of Criminal Justice Programs. The purpose of these guidelines is to ensure computer compatibility among local agencies, the state, and the federal government. In addition, it is important to obtain equipment, which will allow the user to obtain the best capability possible. Technology becomes obsolete quickly and it is important that the most current equipment is purchased.

Servers

12. Xeon DP Dual-Core 1.6 GHz processor with Dual Processor Capability
13. Minimum 2 GB of DDR2 SDRAM (random access memory) expandable to 16GB
14. Minimum 3 72GB Hard drives or larger (mirrored drives preferred – requires even number of drives)
15. CD-ROM / DVD-ROM Optical Drive
16. 17 inch TFT LCD monitor with at least a 400:1 contrast ratio and capable of 1024 x 768 resolution
17. 16 megabytes of video RAM
18. 4 MB level 2 processor cache or larger
19. Gigabit Ethernet Network Interface Card
20. Suitable tape backup device, backup tapes, and unattended backup software.
21. Adequately sized battery backup to prevent power problems.
22. External 56K V.92 modem to allow remote administration.

Workstations (Workstation contract not current. Unable to provide complete specs.)

10. Intel Pentium D 3.2 GHz processor with an upgradeable socket (Minimum)
11. Minimum 1 GB of DDR2 SDRAM (random access memory) expandable to 4GB
12. 80 Gigabyte fixed hard disk drive
13. CD RW / DVD RW Optical Drive
14. External 56K V.92 baud rate fax/modem
15. 17 inch TFT LCD monitor with at least a 400:1 contrast ratio and capable of 1024 x 768 resolution
16. Intel Graphics Accelerator 224MB
17. 2 MB level 2 processor cache or larger
18. Gigabit Ethernet Network Interface Card

Laptops

8. Pentium 4 2.00 GHz Core-2 Duo processor or higher
9. Minimum 1 GB of DDR2 SDRAM (random access memory) expandable to 4GB
10. 80 Gigabyte fixed hard disk drive
11. CD RW / DVD RW Optical Drive
12. Internal 56K V.92 baud rate fax/modem
13. 2 MB level 2 processor cache or larger
14. Gigabit Ethernet Network Interface Card

Printers:

Laser or Ink Jet with a minimum of 600 x 600 Dpi (dots per inch) resolution

Scanner:

Optical Resolution 600 x 1200 (48 Bit)

Software:

| | |
|-------------------------|---|
| <i>Operating System</i> | Microsoft Windows XP (Desktops) |
| <i>Network</i> | Windows 2003 or newer Server |
| <i>Support Software</i> | Microsoft Office 2003 or newer Standard or Professional Word, Excel, Power Point and Access |

"The Authorized Official certifies that he/she has read, understands and agrees to purchase all computer equipment with OCJP grant funds using the OCJP minimum guidelines listed in Attachment "B" of the OCJP Grant Application and to the best of his or her knowledge and belief that the information contained in this assurance is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in section 8 of attachment A)."

Name, Title and address of certifying designee:
(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

Certification:

(Please check one)

Not Applicable:

| |
|--------------------|
| Grant No. _____ |
|--------------------|

ATTACHMENT "C"

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS
(SUB-RECIPIENTS)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, section 67.510, and Participants' responsibilities. The regulations were published as part vii of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Brent Greer, Mayor Henry County TN
Name and Title of Authorized Official

Name and Address of Authorizing Agency

Henry County Mayors Office
P.O.Box 7
Paris, TN 38242

I certify that the above information in Attachment "C" is correct and accurate. (Please check)

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is considered to be certifying this application, and is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in section 8 of attachment A)."

Name, Title and address of certifying designee:
(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

| |
|---------------|
| OC:Pause/Only |
| Grant |
| No. _____ |

ATTACHMENT "D"

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and 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, a grant, loan or cooperative agreement.
- (2) If any no-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here N/A (Type N/A if not applicable) and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subrecipients shall certify and disclose accordingly.

Name and Title of Authorized Official: Brent Greer, Mayor Henry County
Name and Address of Authorizing Agency
Henry County Mayors Office
P.O.Box 7
Paris, TN 38242

I certify that the above information in Attachment "D" is correct and accurate. (Please check)
"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in section 8 of attachment A)."

Name, Title and address of certifying designee:
(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

Grant
No. _____

ATTACHMENT "E"

**TENNESSEE CERTIFICATION OF COMPLIANCE
WITH REGULATIONS FROM U. S. DEPARTMENT OF JUSTICE,
OFFICE OF JUSTICE PROGRAMS, OFFICE FOR CIVIL RIGHTS
FOR SUBGRANTS ISSUED BY THE TENNESSEE DEPARTMENT OF FINANCE AND
ADMINISTRATION, OFFICE OF CRIMINAL JUSTICE PROGRAMS, NASHVILLE, TENNESSEE**

INSTRUCTIONS: Complete the identifying information below. Read Parts I and II of this form completely, identifying under Part "I", the person responsible for reporting civil rights findings and under Part "II" checking one certification (A, B, C1, C2) that applies to your agency. Please obtain the signature of the Authorized Official at the bottom of page 2, forward a copy of this form to the person identified under Part "I", and return the original copy of the form to the Office of Criminal Justice Programs, William R. Snodgrass Tennessee Tower, 312 8th Ave North, 12th Floor, Nashville, TN 37243-1700 with your signed contracts.

Grant #: _____ **Grant Project Title** _____

Agency Name (Funded Subgrantee): Henry County Sheriffs Office

Address: P.O.Box 639 Paris, TN 38242

Duration of Grant:

Beginning Date: 1-1-2008 Ending Date: 6-30-2008 Award Amount: \$18,000.00

Project Director's Name: Lt. Stan Pinson

Phone #: 731-642-1672

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subgrantee Agency, I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF SUBGRANTEE RECIPIENTS: All subgrant recipients (regardless of type of entity or amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et. Seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also* 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these finding, if any, to the Tennessee Office of Criminal Justice Programs within the Department of Finance and Administration within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified below:

Person responsible for reporting civil rights finding of discrimination:

Name: Lt. Stan Pinson Title: Patrol Supervisor Phone: 731-642-1672

Address: P.O.Box 639 Paris State: Tennessee Zip 38242

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

Check certification box (A, B, C1 or C2 below) that applies: (Only one box may be checked per agency/funding entity.)

CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) or (3), below, apply.] (This Certification applies to most non-profits and small agencies.) Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply.)

This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period, and:

(1) is an educational, medical or non-profit institution or an Indian Tribe; and/or

(2) has less than 50 employees; and/or

(3) was awarded through this grant from the Tennessee Office of Criminal Justice Programs less than \$25,000 in federal U. S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301. et seq.

CERTIFICATION "B" [EEOP MUST BE ON FILE]

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than \$25,000, but less than \$500,000 in federal U. S. Department of Justice funds. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U. S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301 et seq., sub part E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Tennessee Office of Criminal Justice Programs or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

CERTIFICATION "C1" (EEOP MUST BE SUBMITTED)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Tennessee Office of Criminal Justice Programs, more than \$500,000 in federal U. S. Department of Justice funds, but it has not been awarded more than \$1 million cumulatively from all programs administered by the U. S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency, to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

CERTIFICATION "C2" (EEOP MUST BE SUBMITTED)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees has been awarded \$1 million cumulatively from all programs administered by the U. S. Department of Justice, including this subgrant from the Tennessee Office of Criminal Justice Programs, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an Equal Employment Opportunity Plan or an EEOP short form, that will include a section specifically analyzing the subgrantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

I certify that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check)

"The Authorized Official certifies that to the best of his or her knowledge and belief that the information contained in this certification is correct and in accordance with the requirements of the application guidelines. The Authorized Official also certifies that the person named below is either the person legally responsible for committing the applying agency to this certification, or is executing this certification with the informed consent of the authorizing person (named and described in section 8 of attachment A)."

Name, Title and address of certifying designee:

(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

ATTACHMENT "F"

DISBURSEMENT OF CONFIDENTIAL FUNDS

This is to certify that I have read, understand, and agree to ensure the Project and Financial Directors abide by all of the conditions for confidential expenditures as set forth in the OJP Financial Guidelines and/or the Byrne/JAG OCJP Subrecipient Policy Manual.

The Authorized Official also certifies that the person named below is considered to be certifying this assurance, and is either the person legally responsible for committing the applying agency to this assurance, or is executing this assurance with the informed consent of the authorizing person (named and described in section 8 of attachment A)."

Name, Title and address of certifying designee:
(IF DIFFERENT FROM AUTHORIZED OFFICIAL)

Assurance:

Not Applicable: (Please check one)

Lt. Stan Pinson
P.O.Box 639
Paris, TN 38242

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

A motion was made by Larry Watson and seconded by James Travis to approve Resolution #5-12-07 to authorize a capital outlay note in the amount up to \$1,500,000 To purchase Camp Hazelwood from the Girls Scouts of America.

ITEM NO. 11

| | 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 | | | |
| DAN PASCHALL | | | | | X | | | |
| TRAVIS, JAMES | | | | X | X | | | |
| VEAZEY, RANDY | | | | | X | | | |
| WARREN, MARY | | | | | X | | | |
| WATSON, LARRY | | | X | | X | | | |
| WEBB, DAVID | | | | | X | | | |
| WIRGAU, TIM | | | | | X | | | |
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| | | | | | | | | |
| TOTAL | | | | | | | | |
| | | | | | | | | |

DATE : 12/17/2007

MOTION CARRIED

RESOLUTION NO. 5-12-07

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE A CAPITAL OUTLAY NOTE IN THE AMOUNT OF UP TO \$1,500,000 TO PURCHASE CAMP HAZELWOOD FROM THE GIRL SCOUTS OF AMERICA

WHEREAS, the governing body of Henry County, Tennessee has determined that it is in the best interest of the citizens of Henry County to seek a grant through the State of Tennessee for the purpose of purchasing the Camp Hazelwood Girl Scout property from the Reelfoot Council of the Girl Scouts of America; and

WHEREAS, the State of Tennessee, through its Department of Environment and Conservation, has requested that Henry County make this purchase subject to reimbursement by the State of Tennessee; and

WHEREAS, the State of Tennessee has requested that Henry County apply for grant funding to cover the cost of the purchase of the property including any and all related expenses of said purchase; and

WHEREAS, further, the governing board of Henry County authorizes the Henry County Mayor to apply for and submit all necessary documents for said grant to reimburse Henry County for said purchase including all costs and interests associated with any capital outlay note taken for said project.

NOW, THEREFORE, BE IT RESOLVED by the Henry County Board of Commissioners, meeting in regular session on this 17th day of December, 2007, a majority or more of the membership concurring, that the Henry County Mayor is authorized to apply and accept from the State of Tennessee a grant to reimburse Henry County for all costs associated in any form with regard to the purchase of said property.

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

PASSED 12-17-07



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



JERRY D. BOMAR
COUNTY CLERK

APPROVED 12-17-07



BRENT GREER
HENRY COUNTY MAYOR

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

Resolution #5A-12-07 was presented to authorize the issuance of interest bearing Capital outlay notes not to exceed \$1,500,000 and providing for the payments of Said notes. A motion was made by David Webb and seconded by Kenneth Humphreys To approve this resolution as presented.

ITEM NO. 12

| | 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 | X | | | |
| JONES, DON | | | | | X | | | |
| MATHENIA, PAUL | | | | | X | | | |
| DAN PASCHALL | | | | | X | | | |
| TRAVIS, JAMES | | | | | X | | | |
| VEAZEY, RANDY | | | | | X | | | |
| WARREN, MARY | | | | | X | | | |
| WATSON, LARRY | | | | | X | | | |
| WEBB, DAVID | | | X | | X | | | |
| WIRGAU, TIM | | | | | X | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTAL | 2 | | | | 13 | | | |
| | | | | | | | | |

DATE : 12/17/2007

MOTION CARRIED

RESOLUTION NO. 5a-12-2007

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO AUTHORIZE THE ISSUANCE
OF INTEREST BEARING CAPITAL OUTLAY NOTES NOT TO
EXCEED \$1,500,000 AND PROVIDING FOR THE PAYMENT OF
SAID NOTES**

WHEREAS, the Governing Body of Henry County, Tennessee, (the "Local Government") has determined it is necessary and desirable to establish a Henry County Capital Projects Fund for the benefit of the citizens of the Local Government; and

WHEREAS, the Governing Body has determined that authorizing the County Mayor to purchase Girl Scout Camp Hazelwood is the correct way to acquire the much needed acreage for Henry County.

WHEREAS, under the provisions of Parts I, IV, and VI of the 1986 Tennessee Public Acts, Chapter 770 (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the above mentioned Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Henry County, Tennessee, as follows:

SECTION 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue and sell interest bearing capital outlay notes in a principal amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance

pursuant to the terms, provisions, and conditions of the Act. The Notes shall be designated "2007(b) Capital Projects Capital Outlay Notes, Series 2007(b)"; shall be numbered serially from one (1) upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than ninety-nine percent (99%) of par value and accrued interest; and shall bear interest at a rate or rates not to exceed eight percent (8%) per annum, and in no event shall the rate exceed the legal limit provided by law.

SECTION 2. That, the Notes shall mature not later than one (1) year after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be up to one (1) year with the note to be paid no later than June 30, 2008, subject to receipt of grant by the State of Tennessee.

SECTION 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or if sold at par, with or without a premium not exceeding one percent (1%) of the principal amount.

SECTION 4. That, the Notes shall be direct general obligations of the Local Government and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a specific tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

SECTION 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the Chief Executive Officer of the Local Government and the manual signature of the County Clerk with the Local Government Seal affixed thereon; and shall be payable as to principal and interest at the office of the County Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and is as required by law.

SECTION 6. That, the Notes shall be issued in fully registered form and, that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, and exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner or the owners duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered Note or Notes of the same aggregate principal amount and maturity as the surrendered Note. The Local Government shall not be obligated to make any such note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any

redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

SECTION 7. That, the Notes shall be substantially the form attached hereto and shall recite that the Notes are issued pursuant to the Act.

SECTION 8. That, the Notes shall be sold only after the receipt of the written approval of the State Director of Local Finance for the sale of the Notes.


SECTION 9. That, after the issuance and sale of the Notes, the Local Government shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Local Government's adoption of the budget.

SECTION 10. That, if any of Notes shall remain unpaid at the end of one (1) year from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government, or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the State Director of Local Finance.

SECTION 11. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective upon its passage and approval by the County Mayor.

Duly passed and approved this 17th day of December 2007.

PASSED 12-17-07




BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



JERRY D. BOMAR
COUNTY CLERK

APPROVED 12-17-07



BRENT GREER
HENRY COUNTY MAYOR

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

A motion was made by Bobby Freeman and seconded by Paul Mathenia to authorize
 The County Mayor to seek bids for the purchase of a bailer as requested by the Solid
 Waste Committee.

ITEM NO. 13

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

DATE : 12/17/2007

MOTION CARRIED

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

A motion was made by Dan Paschall and seconded by Earl Anderson to approve Resolution #6-12-07 approving waiving the wheel tax charge for one vehicle of any Certified non-paid emergency service volunteer.

Note: Commissioner Webb read his conflict of interest statement.

ITEM NO. 14

| | ABSENT | PRESENT | MOTION | SECOND | AYE | NO | ABSTAIN | PASS |
|--------------------|--------|---------|--------|--------|-----|----|---------|------|
| ANDERSON, EARLx | | | | X | X | | | |
| CARTER, DELL | X | | | | | | | |
| EVANS, MITCHELL | | | | | X | | | |
| FREEMAN, BOBBY | | | | | X | | | |
| HAMLIN, JEFF | X | | | | | | | |
| HUMPHREYS, KENNETH | | | | | X | | | |
| JONES, DON | | | | | X | | | |
| MATHENIA, PAUL | | | | | X | | | |
| DAN PASCHALL | | | | | X | | | |
| TRAVIS, JAMES | | | | | X | | | |
| VEAZEY, RANDY | | | | | X | | | |
| WARREN, MARY | | | | | X | | | |
| WATSON, LARRY | | | | | X | | | |
| WEBB, DAVID | | | | | X | | | |
| WIRGAU, TIM | | | | | X | | | |
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| | | | | | | | | |
| TOTAL | 2 | | | | 13 | | | |
| | | | | | | | | |

DATE : 12/17/2007

MOTION CARRIED

RESOLUTION NO. 6-12-07

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AMEND RESOLUTION NUMBER 14-2-99 FOR THE PURPOSE OF WAIVING THE WHEEL TAX CHARGE FOR ONE VEHICLE OF ANY CERTIFIED NON-PAID EMERGENCY SERVICE VOLUNTEER

WHEREAS, Henry County presently has a motor vehicle privilege tax in the amount of \$34.00 per vehicle as established by Resolution Number 14-2-99; and

WHEREAS, the governing body of Henry County, Tennessee is desirous of amending said resolution to permit a certified, non-compensated, emergency services volunteer to be eligible to receive one (1) emergency designated motor vehicle tag without the \$34.00 wheel tax charge; and

WHEREAS, the Henry County Clerk is to be provided with documentation from each volunteer emergency service organization as to the name and proper certification of each qualified volunteer on an annual basis prior to the date that the license tag is subject to renewal; and

WHEREAS, the Henry County Clerk has the full authority to determine that proper documentation has been submitted.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Henry County, Tennessee, assembled in regular session on this 17th day of December, 2007, a two-thirds (2/3) majority of the membership concurring, that Resolution Number 14-2-99 be amended on first reading to allow certified, non-compensated, emergency services volunteers to be able to purchase one (1) designated emergency service motor vehicle tag without the \$34.00 wheel tax charge.

BE IT FURTHER RESOLVED that subject to a second reading of this resolution at the regular session of the governing body of Henry County

on January 22, 2008, also requiring a two-thirds (2/3) majority vote of the membership that such amendment will take effect on July 1, 2008.

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

PASSED 12-17-07



BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION



JERRY D. ROMAR
COUNTY CLERK

APPROVED 12-17-07



BRENT GREER
HENRY 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 Kenneth Humphreys to table Item I on the agenda which was consideration to amend the private act of Henry County To enable General Session Civil Court have a part-time judge at an annual salary of \$10,000.00.

ITEM NO. 15

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

DATE : 12/17/2007

VOICE VOTE CARRIED

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

A motion was made by Earl Anderson and seconded by Kenneth Humphreys to approve Resolution #8-12-07 to approve the issuance of interest bearing capital outlay notes Not to exceed \$960,000 and providing for the payment of said notes.

ITEM NO. 16

| | 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 | X | | | |
| JONES, DON | | | | | X | | | |
| MATHENIA, PAUL | | | | | X | | | |
| DAN PASCHALL | | | | | X | | | |
| TRAVIS, JAMES | | | | | X | | | |
| VEAZEY, RANDY | | | | | X | | | |
| WARREN, MARY | | | | | X | | | |
| WATSON, LARRY | | | | | | X | | |
| WEBB, DAVID | | | | | X | | | |
| WIRGAU, TIM | | | | | | X | | |
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |
| TOTAL | 2 | | | | 11 | 2 | | |
| | | | | | | | | |

DATE : 12/17/2007

MOTION CARRIED

RESOLUTION NO. 8-12-07

**A RESOLUTION OF THE HENRY COUNTY, TENNESSEE
BOARD OF COMMISSIONERS TO AUTHORIZE THE ISSUANCE
OF INTEREST BEARING CAPITAL OUTLAY NOTES NOT TO
EXCEED \$960,000 AND PROVIDING FOR THE PAYMENT OF
SAID NOTES**

WHEREAS, the Governing Body of Henry County, Tennessee, (the "Local Government") has determined it is necessary and desirable to establish a Henry County Capital Projects Fund for the benefit of the citizens of the Local Government; and

WHEREAS, the Governing Body has determined that authorizing the County Mayor to seek a capital outlay note in the amount of \$960,000 for the construction of an 18,000 square foot industrial building to be located on the Henry County Airport property; and

WHEREAS, under the provisions of Parts I, IV, and VI of the 1986 Tennessee Public Acts, Chapter 770 (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest bearing capital outlay notes upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the above mentioned Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Henry County, Tennessee, as follows:

SECTION 1. That, for the purpose of providing funds to finance the cost of the Project in and for the Local Government, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue and sell interest bearing capital outlay notes in a principal amount not to exceed Nine Hundred Sixty Thousand Dollars (\$960,000) (the "Notes") at either a competitive public sale or at a private

negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions of the Act. The Notes shall be designated "2007(c) Capital Projects Capital Outlay Notes, Series 2007(c)"; shall be numbered serially from one (1) upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than ninety-nine percent (99%) of par value and accrued interest; and shall bear interest at a rate or rates not to exceed eight percent (8%) per annum, and in no event shall the rate exceed the legal limit provided by law.

SECTION 2. That, the Notes shall mature not later than one (1) year after the date of issuance and that the Notes and any extension or renewal notes shall not exceed the reasonably expected economic life of the Project, which is hereby certified by the Governing Body to be at least one (1) year.

SECTION 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or if sold at par, with or without a premium not exceeding one percent (1%) of the principal amount.

SECTION 4. That, the Notes shall be direct general obligations of the Local Government and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a specific tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

SECTION 5. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the Chief Executive Officer of the Local Government and the manual signature of the County Clerk with the Local Government Seal affixed thereon; and shall be payable as to principal and interest at the office of the County Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of financing the Project pursuant to this Resolution and is as required by law.

SECTION 6. That, the Notes shall be issued in fully registered form and, that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, and exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner or the owners duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered Note or Notes of the same aggregate principal amount and maturity as the surrendered Note. The Local Government shall not be obligated to make any such note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any

redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

SECTION 7. That, the Notes shall be substantially the form attached hereto and shall recite that the Notes are issued pursuant to the Act.

SECTION 8. That, the Notes shall be sold only after the receipt of the written approval of the State Director of Local Finance for the sale of the Notes.

SECTION 9. That, after the issuance and sale of the Notes, the Local Government shall submit its annual budget to the State Director of Local Finance for approval immediately upon the Local Government's adoption of the budget.

SECTION 10. That, if any of Notes shall remain unpaid at the end of one (1) year from the issue date, then the unpaid Notes shall be renewed or extended as permitted by law, or retired from the funds of the Local Government, or be converted into bonds pursuant to Chapter 11 of Title 9 of the Tennessee Code Annotated, or any other law, or be otherwise liquidated as approved by the State Director of Local Finance.

SECTION 11. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective upon its passage and approval by the County Mayor.

Duly passed and approved this 17th day of December 2007.

PASSED 12-17-07


BRENT GREER, CHAIRMAN
HENRY COUNTY COMMISSION


JERRY D. BOMAR
COUNTY CLERK

APPROVED 12-17-07


BRENT GREER
HENRY COUNTY MAYOR

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

A motion was made by Dan Paschall and seconded by Larry Watson to adjourn

ITEM NO. 17

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

DATE : 12/17/2007

VOICE VOTE CARRIED