

RESOLUTION

No. 2010 / 02 / 01

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of February, 2010.

RESOLUTION IN REF: OPPOSING UNFUNDED LOCAL GOVERNMENT MANDATES AND ADDITIONS TO LOCAL GOVERNMENT MAINTENANCE OF EFFORT REQUIREMENTS

PLEASE SEE ATTACHED RESOLUTION

Introduced By Esq. Bob Palmer

Seconded By Esq. _____

Date Submitted 2-8-10

A. Carroll Jenkins
County Clerk

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

**RESOLUTION OPPOSING UNFUNDED LOCAL GOVERNMENT MANDATES
AND ADDITIONS TO LOCAL GOVERNMENT MAINTENANCE OF EFFORT REQUIREMENTS**

WHEREAS, counties have been hard hit by the economic downturn and are struggling to fund their budgets in the face of drastically diminishing revenue collections, just as the state is doing; and

WHEREAS, county governments in Tennessee are fundamental political subdivisions of our State and already are the primary providers of numerous essential government services including, but not limited to, public K-12 education, jails and law enforcement, road building and maintenance, election administration and voter registration, property assessment, solid waste disposal, record keeping and administration for the various state courts, and the many services provided by the offices of County Clerk, Circuit Court Clerk, Clerk and Master, Register of Deeds, Property Assessor, Elections Administrator, Trustee, Sheriff, and Highway Superintendent; and

WHEREAS, counties are required under existing laws to maintain certain levels of funding for numerous services they provide, including but not limited to education, law enforcement, highways and roads, and libraries; and

WHEREAS, county governments have limited taxing powers under state law and have limited sources of revenue available to them to fund the services they provide; and

WHEREAS, property values and income levels are declining, and increases in property taxes will be especially difficult in the current economic environment; and

WHEREAS, even before the current economic downturn, counties were struggling to find sufficient revenue sources to meet the growing demands of their citizens for services which are vital to the health, welfare, and safety of the people of this state, to provide improvements to infrastructure required by population and economic growth, and to meet constitutional responsibilities and state legislative mandates such as those required by the state's Basic Education Program; and

WHEREAS, the Tennessee Constitution, in Article II, Section 24, provides that no law of general application shall impose increased expenditure requirements on cities or counties unless the General Assembly shall provide that the state share in the cost; and

WHEREAS, in dealing with the State's budget crisis it must be remembered that county governments are facing the same budget crisis coupled with an inability to secure alternate sources of revenue; and

WHEREAS, in balancing the state's budget, the General Assembly should not cut state funding to programs and pass the cost of funding those programs to counties; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hawkins County, meeting in Regular Session on this 22 day of February, 2010, that:

1. The Tennessee General Assembly is strongly urged to pass no new laws imposing increased expenditure requirements on counties unless the General Assembly provides additional funding to cover the increased expenditures; and

2. The Tennessee General Assembly is strongly urged either to eliminate programs or continue to fund them at the state level, rather than passing these responsibilities to county governments; and

3. The Tennessee General Assembly is strongly urged to pass no laws that would increase above current levels any maintenance of local funding requirements ("maintenance of effort"), including but not limited to education funding.

BE IT FURTHER RESOLVED, that the county clerk shall mail certified copies of this resolution to the Governor, the Speaker of the House and the Lieutenant Governor, and the members of the Tennessee General Assembly representing the people of Hawkins County.

RESOLUTION

No.2010 / 02 / 02

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of February, 2010.

RESOLUTION IN REF: APPROVAL TO INSTRUCT THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION TO DEMOLISH THE OLD SURGOINSVILLE BRIDGE WHEN THE REPLACEMENT BRIDGE IS COMPLETED

WHEREAS, the State of Tennessee Department of Transportation has in their plans to construct a new bridge replacing the Longs Bend Road Bridge over the Holston River; and

WHEREAS, the county is owner of the bridge and the road committee has meet on January 14, 2010 and voted unanimously to recommend to the county commission that instruction be given to the Department of Transportation to demolish the old bridge and remove debris when the replacement bridge is constructed.

THEREFORE BE IT RESOLVED that approval be given to request demolition of the old Longs Bend Bridge when the new bridge is constructed.

Introduced By Esq. Charlie Thacker, Rd Comm. Chrmn
Seconded By Esq. _____
Date Submitted 2-8-10

County Clerk *A. Carroll Jenkins*
By: _____

Chairman *Crockett Lee*

ACTION: AYE NAY PASSED
Roll Call _____
Voice Vote _____
Absent _____
COMMITTEE ACTION

RESOLUTION

No. 2010 / 02 / 03

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of February, 2010.

RESOLUTION IN REF: APPROVAL TO LEASE POSTAGE METER AND SCALES FROM PITNEY BOWES FOR THE JUSTICE CENTER FOR 48 MONTHS

WHEREAS, a postage meter, machine and scales is needed for the Justice Center location; and

WHEREAS, the Pitney Bowes machine suitable for this office, the months and cost of the lease agreement is as follows:

- IntelleLink Interface/PSD for DM300C Series
- 48 months
- \$123.00 per month (including maintenance & software updates)
- 5 lb electronic scale

THEREFORE, BE IT RESOLVED THAT approval be given for the aforementioned postage meter and scale to be leased from Pitney Bowes for the Justice Center location.

See attached lease agreement

Introduced By Esq. Claude Parrott, Chrmn Budget Comm

Seconded By Esq. _____

Date Submitted 2-8-10

County Clerk A. Carroll Jenkins

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION



Engineering the flow of communication™

State & Local Term Rental account # 60

Grid for account information

Your Business Information

Form with fields for CAN #, ORDER #, Full legal name of renter, DBA name of renter, Tax ID #, Billing address, Billing contact name, Billing contact phone #, Billing CAN #, Installation address, Installation contact name, Installation contact phone #, Installation CAN #, Credit Card #, Name on card, Exp date, Type of card, Tax exempt #, State tax, Fiscal period.

Your Business Needs

Table with columns: Qty, Business Solution Description. Rows include Mail Stream Solution - 1, IntelliLink Interface / PSD for DM300C/ DM400C/DM450C w/P, Accounting (50 Dept) Software, IntelliLink Subscription.

Check items to be included in customer's payment

- Equipment Maintenance Provides service coverage including certain parts and labor
Software Maintenance Provides revision updates and technical assistance
Soft-Guard® Subscription Provides postal and carrier updates
IntelliLink™ Subscription / Meter Rental / Confirmation Services / Purchase Power Subscription
EasyPermitPostage® Subscription Allows you to pay for permit mail.

Your Payment Plan

Table with columns: Number of months, Monthly amount*. Row: First (48) (\$123)

- () Required advance check of \$ received
() Tax exempt certificate attached
Initial rental term

Your Acknowledgement

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule...

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period...

Form with fields for Signature, Date, Print name, Title, Email address, Account rep, District office, PBGFS acceptance.

RESOLUTION

No. 2010 / 02 / 04

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of February, 2010.

RESOLUTION IN REF: APPROVAL TO LEASE POSTAGE METER AND SCALES FROM PITNEY BOWES FOR THE HEALTH DEPARTMENT AT CHURCH HILL FOR 48 MONTHS

WHEREAS, the postage meter, machine and scales lease at the Church Hill Health Department has expired and needs to be renewed; and

WHEREAS, the Pitney Bowes machine suitable for this office, the months and cost of the lease agreement is as follows:

Desktop Mailing System DM 100 Series
48 months
\$61.00 per month (including maintenance & software updates)
2lb electronic scale

THEREFORE, BE IT RESOLVED THAT approval be given for the aforementioned postage meter and scale to be leased from Pitney Bowes for the Church Hill Health Department.

See attached lease agreement

Introduced By Esq. Claude Parrott, Chrmn Budget Comm

Seconded By Esq. _____

Date Submitted 2-8-10

A. Carroll Jenkins
County Clerk

By: _____

Chairman Crockett Lee

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION



Engineering the flow of communication™

State & Local Term Rental account # 60

Grid for account information

Your Business Information

Form fields for Business Information including CAN #, ORDER #, Full legal name of renter, DBA name of renter, Tax ID #, Billing address, Billing contact name, Billing contact phone #, Billing CAN #, Installation address, Installation contact name, Installation contact phone #, Installation CAN #, Credit Card #, Name on card, Exp date, Type of card.

Form fields for Tax exempt #, State tax (if applicable), Fiscal period (from - to)

Your Business Needs

Table with columns: Qty, Business Solution Description. Rows include Mail Stream Solution - 1, IntelliLink Interface / PSD for DM100, Accounting (10 Dept) Software, 2 lb Integrated Weighing, Integrated Weighing Platform, Moistener for DM100, Professional Installation for DM100, IntelliLink Subscription.

Check items to be included in customer's payment

- Equipment Maintenance Provides service coverage including certain parts and labor
Software Maintenance Provides revision updates and technical assistance
Soft-Guard® Subscription Provides postal and carrier updates
IntelliLink™ Subscription / Meter Rental / Confirmation Services / Purchase Power Subscription Provides simplified billing and includes () resets per year
EasyPermitPostage® Subscription Allows you to pay for permit mail.

Your Payment Plan

Table with columns: Number of months, Monthly amount*. Row: First (48) (\$61)

*Monthly Billing Only.

- () Required advance check of \$ received
() Tax exempt certificate attached
Initial rental term

Your Acknowledgement

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement.

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your initial Term.

Signature and Date fields, Print name, Title, Email address, Account rep, District office, PBGFS acceptance

RESOLUTION

No. 2010 / 02 / 05

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of February, 2010.

RESOLUTION IN REF: APPROVAL TO ENTER INTO A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES FOR GENERAL SESSIONS, CIRCUIT AND JUVENILE COURTS

WHEREAS, Governor Bredesen signed into law new legislation (Senate Bill 2357/House Bill 2389, Section 45 and Section 33 now Public Chapter 531) that makes counties responsible for the cost of outpatient and inpatient mental health evaluations and treatment court ordered for defendants charged only with misdemeanors. The Department of Mental Health and Developmental Disabilities DMHDD will continue to make these services available through outpatient provider contracts and inpatient services at the state's mental health hospitals (Regional Mental Health Institutes or RMHIs) without interruption and will continue to pay the cost for these services for defendants charges with at least one felony offense. ; and

WHEREAS, the rate charge is between \$706.58 and \$1,313.11 depending on the RMHI, per day pursuant to statute for Criminal defendants and \$900 a day for Juvenile Court ordered mental Health Evaluations for children and youth. DMHDD and TDMHDD has granted the authority to enter into contracts with local governmental agencies for the billing and payment for court ordered mental health evaluation and treatment services. The state is contracting with the counties to offer this service for an amount of \$450.00 per deim rate for inpatient evalutation and treatment services of defendants charges only with Misdemeanors and for juveniles; and

WHEREAS, attached is the contracts for the aforementioned court systems.

Therefore be it resolved that approval be given to entered into a contract with the state of Tennessee for the aforementioned courts for mental evaluations

See attached agreement

Introduced By Esq. Claude Parrott, Chrmn Budget Comm
Seconded By Esq.
Date Submitted 2-8-10
County Clerk A. Carroll Jenkins
By:
Chairman Crockett Lee

ACTION: AYE NAY PASSED
Roll Call
Voice Vote
Absent
COMMITTEE ACTION

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES
AND
HAWKINS COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES, hereinafter referred to as the "State," and Hawkins County, Tennessee, hereinafter referred to as the "Procuring Party," is to establish agreed rates and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) Title 33, Chapter 7, Part 3, as further defined in the "SCOPE OF SERVICES."

Procuring Party Federal Employer Identification Number: 62-6016563

WHEREAS, T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to undergo outpatient evaluation and treatment;

WHEREAS, the State facilitates and arranges for the provision of said outpatient evaluation and treatment;

WHEREAS, T.C.A. Title 33, Chapter 7, Part 3 provides that, under the circumstances described therein, a general sessions, criminal, or circuit court may order a defendant, charged only with misdemeanor crimes, to be placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101 for the purposes of evaluation and for treatment necessary to the evaluation;

WHEREAS, the State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources;

WHEREAS, courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a defendant charged only with misdemeanor crimes be evaluated and treated on an outpatient basis; and sometimes inpatient basis and receive treatment necessary to the evaluation, if inpatient, at one of the State's RMHIs;

WHEREAS, the Procuring Party is statutorily obligated in all such cases to pay the cost of outpatient and inpatient evaluation and treatment necessary to the evaluation;

WHEREAS, it is in the interest of the contracting parties to establish agreed upon rates for the cost of outpatient evaluations and treatment; and evaluations and treatment necessary to the evaluations, if inpatient, at the RMHIs and establish how said cost will be paid and a timeline for payment;

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of the parties, the State and Procuring Party hereby agree to the following:

A. SCOPE OF SERVICES:

A.1. The State shall have the following responsibilities and obligations under this Contract:

- a. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a criminal defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the State shall facilitate and arrange for the provision of outpatient evaluation and treatment and shall provide the inpatient evaluation and treatment services as needed.
- b. The State shall facilitate the provision of a report of the results of outpatient evaluations to the court when completed, and shall notify the court when inpatient evaluation and/or treatment ordered by the court is complete and the defendant is to be discharged and transferred back to the jurisdiction of the court.
- c. The State shall accept payment as specified in Section C. as payment in full for the evaluation and treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes when said evaluation and treatment are ordered pursuant to T.C.A. Title 33, Chapter 7, Part 3.

A.2. The Procuring Party shall have the following responsibilities and obligations under this Contract:

- a. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3, the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.
- b. When court approval or certification of the cost to be paid by the Procuring Party under this contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on July 1, 2009 and ending on June 30, 2010.
- B.2. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) 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. If the term extension necessitates a change in rates, such change shall also be effected through an amendment.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. The Procuring Party shall reimburse the State at the rates and increments listed below for a defendant charged only with misdemeanor crimes pursuant to the T.C.A. Code section listed below:

Tennessee Code Annotated Section	Type of Service	Amount
§ 33-7-301(a)	Outpatient Competency to Stand Trial Evaluation	\$300.00 per service recipient
§ 33-7-301(a)	Outpatient Mental Condition at the Time of the Alleged Crime Evaluation	\$300.00 per service recipient
§ 33-7-301(a)	Both Outpatient Competency to Stand Trial and Mental Condition at the Time of the Alleged Crime Evaluations	\$600.00 per service recipient

Tennessee Code Annotated Section	Type of Service	Amount
§ 33-7-301(a)	Additional Mental Health Assessments in order to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per assessment
§ 33-7-301(a)	Physician Services utilized to complete an outpatient evaluation under this part (must be authorized by State)	\$100.00 per service
§ 33-7-301(a)	Outpatient Competency to Stand Trial and/or Mental Condition at the Time of the Alleged Crime Evaluation for defendant housed in a Tennessee Department of Corrections (TDOC) facility located in a county served by the mental health center	\$700.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Competency to Proceed Evaluation (Must be authorized by State)	\$300.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Condition Evaluation	\$300.00 per service recipient
§ 33-7-301(a)(4)	Outpatient Post-Conviction Mental Retardation Evaluation	\$300.00 per service recipient
§ 33-7-301(a)	Inpatient Evaluation and Treatment at a Regional Mental Health Institute (RMHI)	\$450.00 per service recipient per day
§ 33-7-301(b)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(a)	Outpatient Committability of Insanity Acquittee Evaluation in accordance with Commitment Criteria of T.C.A. Title 33, Chapter 6, Part 5	\$600.00 per service recipient
§ 33-7-303(a)	Completion of Outpatient Treatment Plan for Insanity Acquittee Considered Not Committable [with or without Mandatory Outpatient Treatment (MOT) under T.C.A. § 33-7-303(b)]	\$300.00 per service recipient
§ 33-7-303(a) [Court Order entered before July 1, 2009]	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day
§ 33-7-303(c)	Inpatient Evaluation and Treatment at an RMHI	\$450.00 per service recipient per day

C.2. For inpatient evaluation and treatment, the Procuring Party shall be responsible for paying the daily rate to the State for the day a defendant charged with misdemeanor crimes only is admitted, herein "date of admission," and each day between the date of admission and the day the defendant is discharged, herein "date of discharge." The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the defendant from the State's grounds.

- C.3. Procuring Party shall pay the State within thirty (30) calendar days after receiving an invoice from the State. If at the end of thirty (30) calendar days, the Procuring Party has not paid the invoice, the State shall issue a second invoice, and shall continue sending invoices at thirty (30) calendar day increments until reaching one hundred and twenty (120) calendar days for which the invoice remains unpaid. If the invoice remains unpaid at the end of the one hundred and twenty (120) day period, the State shall initiate collection efforts or refer the issue to the Tennessee Attorney General's Office.
- C.4. In the event that the State must procure interpreter services from non-state resources under court order or in order to effect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.
- C.5. When a court with appropriate jurisdiction orders the State to provide an evaluation and the treatment necessary to the evaluation of a defendant charged only with misdemeanor crimes pursuant to and in accordance with T.C.A. Title 33, Chapter 7, Part 3; and the court finds the defendant financially able to pay for, and be responsible for, all or part of the costs and expenses for the evaluation and treatment, the Procuring Party shall pay the State the cost of the evaluation and treatment and seek reimbursement from the defendant. At no time shall the State seek payment directly from the defendant.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least Thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

- D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by Section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party 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.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract 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 financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Contract. The Procuring Party 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.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

The State:

Jeffery Feix, Ph.D, Director of Forensics Services
Department of Mental Health and Developmental Disabilities
425 5th Avenue North
3rd Floor, Cordell Hull Building
Nashville, Tennessee 37243
jeff.feix@tn.gov
Telephone # (615) 532-6747
FAX # (615) 253-3045

The Procuring Party:

Crockett Lee, Hawkins County Mayor
Hawkins County, TN
150 Washington Street
Rogersville, TN 37857
leec@hc1.us
Telephone # 423.272.7359
FAX # 423.272.1867

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

E.3. Precedence. Both Parties to this Contract acknowledge that the relevant sections of Tennessee Code Annotated, Title 33, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.

- E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Procuring Party'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 Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Procuring Party to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.5. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Procuring Party 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. Procuring Party 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 Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Procuring Party 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 Procuring Party in compliance with HIPAA. This provision shall not apply if information received by either party under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits either party to receive such information without entering into a business associate agreement or signing another such document.
- E.6. Rule 2 Compliance. The State and the Procuring Party shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 CFR § 2.1 et seq.
- a. The Procuring Party warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Contract.
 - b. The Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the

course of performance of the Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.

- c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Procuring Party in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient records. This provision shall not apply if information received by either party under this Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits either party to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF:

HAWKINS COUNTY, TENNESSEE:

DATE

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

VIRGINIA TROTTER BETTS, MSN, JD, RN, FAAN, COMMISSIONER DATE

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT of MENTAL HEALTH and DEVELOPMENTAL DISABILITIES
AND
HAWKINS COUNTY, TENNESSEE**

This Contract, by and between the State of Tennessee, DEPARTMENT of MENTAL HEALTH and DEVELOPMENTAL DISABILITIES, hereinafter referred to as the "State", and Hawkins County, Tennessee, hereinafter referred to as the "Procuring Party", is to establish an agreed daily rate and ensure payment for the evaluations and treatment necessary to evaluations ordered pursuant to Tennessee Code Annotated (T.C.A.) § 37-1-128(e), as further defined in the "SCOPE OF SERVICES."

Procuring Party Federal Employer Identification Number: 62-6016563

WHEREAS, T.C.A. § 37-1-128(e) provides that a court may order a child placed in a hospital or treatment resource, as defined by T.C.A. § 33-1-101, for the purposes of evaluation and for treatment necessary to the evaluation;

WHEREAS, the State's Regional Mental Health Institutes (RMHIs) are such hospitals or treatment resources;

WHEREAS, Middle Tennessee Mental Health Institute (MTMHI) is the only RMHI with the capacity to conduct said inpatient evaluations and to provide the treatment necessary to the evaluation for children;

WHEREAS, courts handling cases arising out of or associated with the Procuring Party's jurisdiction (i.e., geographical boundaries) will from time to time order that a child be evaluated on an inpatient basis and receive treatment necessary to the evaluation at MTMHI;

WHEREAS, the Procuring Party is statutorily obligated in all such cases to pay the cost of said inpatient evaluation and treatment necessary to the evaluation;

WHEREAS, it is in the interest of the contracting parties to establish an agreed upon rate for the cost of such inpatient evaluations and treatment necessary to the evaluations at MTMHI and establish how said cost will be paid and a timeline for payment;

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of the parties, the State and Procuring Party hereby agree to the following:

A. SCOPE OF SERVICES:

A.1. The State shall have the following responsibilities and obligations under this Contract:

- a. When a court with appropriate jurisdiction orders the State to provide an inpatient evaluation and the treatment necessary to the evaluation of a child, pursuant to and in accordance with T.C.A. § 37-1-128(e), the State shall provide the evaluation and treatment.
- b. At least forty-eight (48) hours in advance, the State shall inform the Procuring Party of the anticipated date and time that the child shall be discharged and transferred back to the jurisdiction of the juvenile court.
- c. The State shall accept payment as specified in Section C as payment in full for the evaluation and treatment necessary to the evaluation of a child when said evaluation and treatment are ordered pursuant to T.C.A. § 37-1-128(e).

- A.2. The Procuring Party shall have the following responsibilities and obligations under this Contract:
- a. When a court with appropriate jurisdiction orders the State to provide an inpatient evaluation and the treatment necessary to the evaluation of a child, pursuant to and in accordance with T.C.A. § 37-1-128(e), the Procuring Party for whom the court is acting shall pay the State for said evaluation and treatment as specified in Section C.
 - b. When court approval or certification of the cost to be paid by the Procuring Party under this contract is required, the Procuring Party shall act in good faith and with diligence to facilitate the State's obtaining such court approval or certification.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on July 1, 2009 and ending on June 30, 2010.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. The Procuring Party shall reimburse the State Four Hundred Fifty Dollars (\$450.00) per individual per day, herein "daily rate", for each day that a child is admitted at MTMHI pursuant T.C.A. § 37-1-128(e).
- C.2. The Procuring Party shall be responsible for paying the daily rate to the State for the day a child is admitted, herein "date of admission", and each day between the date of admission and the day the child is discharged, herein "date of discharge". The Procuring Party shall not be responsible for paying the daily rate for the date of discharge. For purposes of this Contract, the date of discharge shall be the date that the Procuring Party or the Procuring Party's transportation agent actually removes the child from the State's grounds.
- C.3. Procuring Party shall pay the State within thirty (30) days after receiving an invoice from the State.
- C.4. In the event that the State must procure interpreter services from non-state resources under court order or in order to effect an inpatient evaluation or treatment necessary to the evaluation, the Procuring Party shall reimburse the State the actual cost of the interpreter services.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least Thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by Section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party 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.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract 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 financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party 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 Contract. The Procuring Party 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.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

The State:

Jeffery Feix, Ph.D, Director of Forensics Services
Department of Mental Health and Developmental Disabilities
425 5th Avenue North
3rd Floor, Cordell Hull Building
Nashville, Tennessee 37243
jeff.feix@state.tn.gov
Telephone # (615) 532-6747
FAX # (615) 253-3045

The Procuring Party:

Crockett Lee, Hawkins County Mayor
Hawkins County, TN
150 Washington Street
Rogersville, TN 37857
leec@hc1.us
Telephone # 423.272.7359
FAX # 423.272.1867

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

E.3. Precedence. Both Parties to this Contract acknowledge that the relevant sections of Tennessee Code Annotated, Title 33 and Title 37, along with rules and policies and procedures issued in accordance therewith, shall take precedence over any conflicting terms of the court order.

E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Procuring Party by the State or acquired by the Procuring Party on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Procuring Party to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Procuring Party'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 Procuring Party of this Contract; previously possessed by the Procuring Party without written obligations to the State to protect it; acquired by the Procuring Party without written restrictions against disclosure from a third party which, to the Procuring Party's knowledge, is free to disclose the information; independently developed by the Procuring Party without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Procuring Party to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Procuring Party due to intentional or negligent actions or inactions of agents of the State or third parties.

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

- E.5. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Procuring Party 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. Procuring Party 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 Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Procuring Party 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 Procuring Party in compliance with HIPAA. This provision shall not apply if information received by either party under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits either party to receive such information without entering into a business associate agreement or signing another such document.
- E.6. Rule 2 Compliance. The State and the Procuring Party shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 CFR § 2.1 et seq.
- a. The Procuring Party warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Contract.
 - b. The Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
 - c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Procuring Party in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient records. This provision shall not apply if information received by either party under this Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits either party to receive such information without entering into a business associate agreement or signing another such document.

IN WITNESS WHEREOF:

HAWKINS COUNTY, TENNESSEE:

DATE

PRINTED NAME AND TITLE OF CONTRACT PARTY SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

VIRGINIA TROTTER BETTS, MSN, JD, RN, FAAN, COMMISSIONER

DATE

RESOLUTION

No. 2010/ 02/ 06

To the HONORABLE CROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of February, 2010.

RESOLUTION IN REF: APPROVAL OF A THREE (3) YEAR LEASE FOR SIX (6) DIFFERENT POLLING PRECINCTS LOCATIONS USED DURING ANY COUNTY, STATE OR PRESIDENTIAL ELECTION HELD IN HAWKINS COUNTY

WHEREAS, there are locations in the county designated as Polling Precinct where the citizens cast there vote for all primary, general, state or presidential elections. Some of these locations are owned by others rather than being county property. They are rented/lease to the county for the time needed to hold the elections for a sum; and

WHEREAS, the following list of Polling Precinct and address must have a current contract for the elections to be held in 2010 and for future years. The dollar amount for each locations is listed and the contracts are attached for approval.

Precinct	Amount	Polling Precinct and Address
Alum Well	\$100.00	Rock Hill Grocery, Frances Marciniak, owner 1635 Hwy 70 N. Rogersville TN 37857
Choptack	\$100.00	Lakeview Volunteer Fire Department 1107 Old Hwy 11W, Mooresburg, TN 37857
Dykes	\$100.00	North Fork Ruritan Club 3114 Goshen Valley Rd., Rogersville TN 37857
Clinch	\$100.00	Clinch Valley Volunteer Fire Department 1135 Clinch Valley Rd., Eidson TN 378831
Upper Beach	\$100.00	Goshen Valley Volunteer Fire Department 3517 Beech Creek Rd., Church Hill TN 37642
Early voting Church Hill	\$50.00 per day	Masonic Clay Lodge 111 Hamilton St., Church Hill Tn 37642

THEREFORE, BE IT RESOLVED THAT the lease agreements for the above referenced voting precincts be approved for a three years beginning January 1, 2010 and that lessee, at its sole option, may renew said lease for an additional three year period under the exact terms and conditions provided at least a thirty (30) days written notice is given to Lessor prior to the end of the original term of the lease.

Introduced By Esq. Claude Parrott, Chrmn Budget Comm

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 2-8-10

Voice Vote _____

A. Carroll Jenkins
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman Crockett Lee

LEASE

THIS LEASE, by and between CHRISTINE HULKOW and FRANCES MARCINIAK, hereinafter referred to as Lessors, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

IN AND FOR CONSIDERATION as hereinafter set out, Lessors hereby lease to Lessee sufficient space as reasonably required by the Hawkins County Election Commission on that real estate owned by her known as Rock Hill Grocery situated in the Third (3rd) Civil District of Hawkins County, Tennessee, and as was conveyed unto them by deed duly recorded in the Register's Office for Hawkins County, Tennessee, in Deed Book _____ at page _____, to which reference is hereby made. This lease will be for the purpose of providing a place or precinct for all eligible voters to vote on all elections as may occur during the term of this lease. Lessors shall provide at her own expense all utilities and custodian work as may be reasonably necessary and shall further provide storage as reasonably required by the Hawkins County Election Commission of all voting machines and equipment. Lessors agree to keep areas used for voting clean and ready for Election Officials on Election Day.

The consideration for the aforesaid shall be the sum of One Hundred Dollars (\$100.00) for each election and this lease shall be effective for three (3) years beginning January 1, 2010; however, either party may terminate this Lease at any time by giving at least ninety (90) days written notice to the other party to this effect. Lessee, at its sole option, may renew said lease for an additional three (3) year period under the exact same terms and conditions provided at least thirty (30) days written notice is given to Lessors prior to the end of the original term of this lease. Lessors shall maintain adequate liability coverage on the premises subject to this lease and shall likewise make said premises handicap accessible as required by law.

In the event Lessors should fail to perform or breach any or all of the terms and conditions set out aforesaid, then Lessee may immediately terminate this lease and same shall be deemed null and void as of such termination date.

Lessors agree to conform in all respects to all rules and regulations of the Hawkins County Election Committee and to all applicable federal, state or local laws with regard to elections or any other matters with respect to this lease.

Lessors warrant that they have a fee simple marketable title to said premises and that Lessee will have clear and unencumbered possession pursuant to this instrument.

This _____ day of _____, 20_____.

HAWKINS COUNTY, TENNESSEE

By: _____
Crockett Lee
County Mayor

Christine Hulkow

Frances Marciniak

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared CROCKETT LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of HAWKINS COUNTY, TENNESSEE, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee, by himself as County Mayor.

WITNESS my hand official seal at office, this ____ day of _____,
20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Personally appeared before me, the undersigned Notary Public in and for said state and county, the within named bargainor, CHRISTINE HULKOW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this ____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Personally appeared before me, the undersigned Notary Public in and for said state and county, the within named bargainor, FRANCES MARCINIAK, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this ____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

LEASE

THIS LEASE, by and between LAKEVIEW VOLUNTEER FIRE DEPARTMENT, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

IN AND FOR CONSIDERATION as hereinafter set out, Lessor hereby leases to Lessee sufficient space as reasonably required by the Hawkins County Election Commission on that real estate owned by it known as Lakeview Volunteer Fire Department situated in the _____ Civil District of Hawkins County, Tennessee, and as was conveyed unto it by deed duly recorded in the Register's Office for Hawkins County, Tennessee, in Deed Book _____ at page _____, to which reference is hereby made. This lease will be for the purpose of providing a place or precinct for all eligible voters to vote on all elections as may occur during the term of this lease. Lessor shall provide at its own expense all utilities and custodian work as may be reasonably necessary and shall further provide storage as reasonably required by the Hawkins County Election Commission of all voting machines and equipment. Lessor agrees to keep areas used for voting clean and ready for Election Officials on Election Day.

The consideration for the aforesaid shall be the sum of One Hundred Dollars (\$100.00) for each election and this lease shall be effective for three (3) years beginning January 1, 2010; however, either party may terminate this Lease at any time by giving at least ninety (90) days written notice to the other party to this effect. Lessee, at its sole option, may renew said lease for an additional three (3) year period under the exact same terms and conditions provided at least thirty (30) days written notice is given to Lessor prior to the end of the original term of this lease. Lessor shall maintain adequate liability coverage on the premises subject to this lease and shall likewise make said premises handicap accessible as required by law.

In the event Lessor should fail to perform or breach any or all of the terms and conditions set out aforesaid, then Lessee may immediately terminate this lease and same shall be deemed null and void as of such termination date.

Lessor agrees to conform in all respects to all rules and regulations of the Hawkins County Election Committee and to all applicable federal, state or local laws with regard to elections or any other matters with respect to this lease.

Lessor warrants that it has a fee simple marketable title to said premises and that Lessee will have clear and unencumbered possession pursuant to this instrument.

This _____ day of _____, 20_____.

HAWKINS COUNTY, TENNESSEE

By: _____
Crockett Lee
County Mayor

LAKEVIEW VOLUNTEER FIRE
DEPARTMENT

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared CROCKETT LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of HAWKINS COUNTY, TENNESSEE, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee, by himself as County Mayor.

WITNESS my hand official seal at office, this _____ day of _____,
20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of LAKEVIEW VOLUNTEER FIRE DEPARTMENT, the within named bargainer, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Lakeview Volunteer Fire Department, by himself/herself as _____.

WITNESS my hand official seal at office, this ____ day of _____,
20_____.

NOTARY PUBLIC

My Commission Expires: _____

LEASE

THIS LEASE, by and between NORTH FORK RURITAN CLUB, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

IN AND FOR CONSIDERATION as hereinafter set out, Lessor hereby leases to Lessee sufficient space as reasonably required by the Hawkins County Election Commission on that real estate owned by it known as North Fork Ruritan Club situated in the _____ Civil District of Hawkins County, Tennessee, and as was conveyed unto it by deed duly recorded in the Register's Office for Hawkins County, Tennessee, in Deed Book _____ at page _____, to which reference is hereby made. This lease will be for the purpose of providing a place or precinct for all eligible voters to vote on all elections as may occur during the term of this lease. Lessor shall provide at its own expense all utilities and custodian work as may be reasonably necessary and shall further provide storage as reasonably required by the Hawkins County Election Commission of all voting machines and equipment. Lessor agrees to keep areas used for voting clean and ready for Election Officials on Election Day.

The consideration for the aforesaid shall be the sum of One Hundred Dollars (\$100.00) for each election and this lease shall be effective for three (3) years beginning January 1, 2010; however, either party may terminate this Lease at any time by giving at least ninety (90) days written notice to the other party to this effect. Lessee, at its sole option, may renew said lease for an additional three (3) year period under the exact same terms and conditions provided at least thirty (30) days written notice is given to Lessor prior to the end of the original term of this lease. Lessor shall maintain adequate liability coverage on the premises subject to this lease and shall likewise make said premises handicap accessible as required by law.

In the event Lessor should fail to perform or breach any or all of the terms and conditions set out aforesaid, then Lessee may immediately terminate this lease and same shall be deemed null and void as of such termination date.

Lessor agrees to conform in all respects to all rules and regulations of the Hawkins County Election Committee and to all applicable federal, state or local laws with regard to elections or any other matters with respect to this lease.

Lessor warrants that it has a fee simple marketable title to said premises and that Lessee will have clear and unencumbered possession pursuant to this instrument.

This _____ day of _____, 20_____.

HAWKINS COUNTY, TENNESSEE

By: _____
Crockett Lee
County Mayor

NORTH FORK RURITAN CLUB

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared CROCKETT LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of HAWKINS COUNTY, TENNESSEE, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee, by himself as County Mayor.

WITNESS my hand official seal at office, this _____ day of _____,
20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of NORTH FORK RURITAN CLUB, the within named bargainer, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of North Fork Ruritan Club, by himself/herself as _____.

WITNESS my hand official seal at office, this ____ day of _____,
20____.

NOTARY PUBLIC

My Commission Expires: _____

LEASE

THIS LEASE, by and between CLINCH VALLEY FIRE DEPARTMENT, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

IN AND FOR CONSIDERATION as hereinafter set out, Lessor hereby leases to Lessee sufficient space as reasonably required by the Hawkins County Election Commission on that real estate owned by it known as Clinch Valley Fire Department situated in the _____ Civil District of Hawkins County, Tennessee, and as was conveyed unto it by deed duly recorded in the Register's Office for Hawkins County, Tennessee, in Deed Book _____ at page _____, to which reference is hereby made. This lease will be for the purpose of providing a place or precinct for all eligible voters to vote on all elections as may occur during the term of this lease. Lessor shall provide at its own expense all utilities and custodian work as may be reasonably necessary and shall further provide storage as reasonably required by the Hawkins County Election Commission of all voting machines and equipment. Lessor agrees to keep areas used for voting clean and ready for Election Officials on Election Day.

The consideration for the aforesaid shall be the sum of One Hundred Dollars (\$100.00) for each election and this lease shall be effective for three (3) years beginning January 1, 2010; however, either party may terminate this Lease at any time by giving at least ninety (90) days written notice to the other party to this effect. Lessee, at its sole option, may renew said lease for an additional three (3) year period under the exact same terms and conditions provided at least thirty (30) days written notice is given to Lessor prior to the end of the original term of this lease. Lessor shall maintain adequate liability coverage on the premises subject to this lease and shall likewise make said premises handicap accessible as required by law.

In the event Lessor should fail to perform or breach any or all of the terms and conditions set out aforesaid, then Lessee may immediately terminate this lease and same shall be deemed null and void as of such termination date.

Lessor agrees to conform in all respects to all rules and regulations of the Hawkins County Election Committee and to all applicable federal, state or local laws with regard to elections or any other matters with respect to this lease.

Lessor warrants that it has a fee simple marketable title to said premises and that Lessee will have clear and unencumbered possession pursuant to this instrument.

This _____ day of _____, 20_____.

HAWKINS COUNTY, TENNESSEE

By: _____
Crockett Lee
County Mayor

CLINCH VALLEY FIRE DEPARTMENT

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared CROCKETT LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of HAWKINS COUNTY, TENNESSEE, the within named bargainer, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee, by himself as County Mayor.

WITNESS my hand official seal at office, this _____ day of _____,
20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of CLINCH VALLEY FIRE DEPARTMENT, the within named bargainer, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Clinch Valley Fire Department, by himself/herself as _____.

WITNESS my hand official seal at office, this ____ day of _____,
20____.

NOTARY PUBLIC

My Commission Expires: _____

LEASE

THIS LEASE, by and between GOSHEN VALLEY FIRE DEPARTMENT, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

IN AND FOR CONSIDERATION as hereinafter set out, Lessor hereby leases to Lessee sufficient space as reasonably required by the Hawkins County Election Commission on that real estate owned by it known as Goshen Valley Fire Department situated in the _____ Civil District of Hawkins County, Tennessee, and as was conveyed unto it by deed duly recorded in the Register's Office for Hawkins County, Tennessee, in Deed Book _____ at page _____, to which reference is hereby made. This lease will be for the purpose of providing a place or precinct for all eligible voters to vote on all elections as may occur during the term of this lease. Lessor shall provide at its own expense all utilities and custodian work as may be reasonably necessary and shall further provide storage as reasonably required by the Hawkins County Election Commission of all voting machines and equipment. Lessor agrees to keep areas used for voting clean and ready for Election Officials on Election Day.

The consideration for the aforesaid shall be the sum of One Hundred Dollars (\$100.00) for each election and this lease shall be effective for three (3) years beginning January 1, 2010; however, either party may terminate this Lease at any time by giving at least ninety (90) days written notice to the other party to this effect. Lessee, at its sole option, may renew said lease for an additional three (3) year period under the exact same terms and conditions provided at least thirty (30) days written notice is given to Lessor prior to the end of the original term of this lease. Lessor shall maintain adequate liability coverage on the premises subject to this lease and shall likewise make said premises handicap accessible as required by law.

In the event Lessor should fail to perform or breach any or all of the terms and conditions set out aforesaid, then Lessee may immediately terminate this lease and same shall be deemed null and void as of such termination date.

Lessor agrees to conform in all respects to all rules and regulations of the Hawkins County Election Committee and to all applicable federal, state or local laws with regard to elections or any other matters with respect to this lease.

Lessor warrants that it has a fee simple marketable title to said premises and that Lessee will have clear and unencumbered possession pursuant to this instrument.

This ____ day of _____, 20 ____.

HAWKINS COUNTY, TENNESSEE

By: _____
Crockett Lee
County Mayor

GOSHEN VALLEY FIRE DEPARTMENT

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared CROCKETT LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of HAWKINS COUNTY, TENNESSEE, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee, by himself as County Mayor.

WITNESS my hand official seal at office, this ____ day of _____,
20 ____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of GOSHEN VALLEY FIRE DEPARTMENT, the within named bargainor, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Goshen Valley Fire Department, by himself/herself as _____.

WITNESS my hand official seal at office, this ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

LEASE

THIS LEASE, by and between MASONIC CLAY LODGE, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

IN AND FOR CONSIDERATION as hereinafter set out, Lessor hereby leases to Lessee sufficient space as reasonably required by the Hawkins County Election Commission on that real estate owned by it known as Masonic Clay Lodge situated in the _____ Civil District of Hawkins County, Tennessee, and as was conveyed unto it by deed duly recorded in the Register's Office for Hawkins County, Tennessee, in Deed Book _____ at page _____, to which reference is hereby made. This lease will be for the purpose of providing a place or precinct for all eligible voters to vote on all elections as may occur during the term of this lease. Lessor shall provide at its own expense all utilities and custodian work as may be reasonably necessary and shall further provide storage as reasonably required by the Hawkins County Election Commission of all voting machines and equipment. Lessor agrees to keep areas used for voting clean and ready for Election Officials on each early voting day.

The consideration for the aforesaid shall be the sum of Fifty (\$50.00) for each early voting day used and this lease shall be effective for three (3) years beginning January 1, 2010; however, either party may terminate this Lease at any time by giving at least ninety (90) days written notice to the other party to this effect. Lessee, at its sole option, may renew said lease for an additional three (3) year period under the exact same terms and conditions provided at least thirty (30) days written notice is given to Lessor prior to the end of the original term of this lease. Lessor shall maintain adequate liability coverage on the premises subject to this lease and shall likewise make said premises handicap accessible as required by law.

In the event Lessor should fail to perform or breach any or all of the terms and conditions set out aforesaid, then Lessee may immediately terminate this lease and same shall be deemed null and void as of such termination date.

Lessor agrees to conform in all respects to all rules and regulations of the Hawkins County Election Committee and to all applicable federal, state or local laws with regard to elections or any other matters with respect to this lease.

Lessor warrants that it has a fee simple marketable title to said premises and that Lessee will have clear and unencumbered possession pursuant to this instrument.

This _____ day of _____, 20_____.

HAWKINS COUNTY, TENNESSEE

By: _____
Crockett Lee
County Mayor

MASONIC CLAY LODGE

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared CROCKETT LEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of HAWKINS COUNTY, TENNESSEE, the within named bargainer, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee, by himself as County Mayor.

WITNESS my hand official seal at office, this ____ day of _____,
20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of MASONIC CLAY LODGE, the within named bargainor, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Masonic Clay Lodge, by himself/herself as _____.

WITNESS my hand official seal at office, this ____ day of _____,
20____.

NOTARY PUBLIC

My Commission Expires: _____

TO THE HONORABLE W. CROCKETT LEE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22ND DAY OF FEBRUARY, 2010.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
JUVENILE COURT & JUVENILE SERVICES		Current Budget			Amended Budget
Increase Expenditures			Increase		
54240-499	Other Supplies & Materials	1,800.00	2,200.00		4,000.00
54240-719	Office Equipment	2,200.00	2,650.00		4,850.00
Decrease Expenditures				Decrease	
53500-196	In-service Training	3,000.00		(2,500.00)	500.00
54240-337	Maintenance & Repair/Office Equipment	3,000.00		(2,350.00)	650.00
Sub-total Expenditures		\$ 10,000.00	\$ 4,850.00	\$ (4,850.00)	\$ 10,000.00
These increases are needed for certain drug screen kits for the remainder of the year, supplies and materials for operation at the Justice Center and a new server and related hardware and software components for the Juvenile Services Office.					
Funding for these increases will come from transfers within the Juvenile Court and Juvenile Services budgets.					
SENIOR CITIZENS ASSISTANCE		Current Budget			Amended Budget
Increase Expenditures			Increase		
56300-189	Other Salaries & Wages (Vacation Pay)	0.00	2,496.00		2,496.00
56300-201	Social Security	6,100.00	191.00		6,291.00
Decrease Expenditures & Reserves				Decrease	
58600-201	Social Security (From Employee Benefits)	500.00		(191.00)	309.00
35140	Reserve for Employees Vacation Pay	25,000.00		(2,496.00)	22,504.00
Sub-total Expenditures & Reserves		\$ 31,600.00	\$ 2,687.00	\$ (2,687.00)	\$ 31,600.00
These increases are needed for payment of accumulated vacation days for the van driver that retired and for the employer's share of social security. Funding for these increases will come from the Employees Benefits Budget and from a reserve account.					
		Current Budget	Increase	Decrease	Amended Budget
Page Totals- Expenditures		\$ 41,600.00	\$ 7,537.00	\$ (7,537.00)	\$ 41,600.00
Page Totals- Revenues		\$	\$	\$	\$

INTRODUCED BY: Claude Parrott, Chrmn. Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____

FUND _____

ACTION: _____

AYE

NAY

DATE SUBMITTED 2-8-10

ROLL CALL _____

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE _____

BY: A. Carroll Jenkins

ABSENT _____

COMMITTEE ACTION: _____

APPROVED _____

DISAPPROVED _____

CHAIRMAN: _____

W. Crockett Lee
W. CROCKETT LEE

Account Number	Description	Current Budget			Amended Budget
	JAIL				
	Increase Expenditures		Increase		
54210-322	Evaluations	2,000.00	1,000.00		3,000.00
	Decrease Reserve Account			Decrease	
54210-524	In-service/Staff Development	3,000.00		(1,000.00)	2,000.00
	Sub-Total Expenditures & Reserves	\$ 5,000.00	\$ 1,000.00	\$ (1,000.00)	\$ 5,000.00
	The increase in Evaluations is needed to cover cost of evaluation services of additional corrections officers.				
	Funding will come from a transfer within the Jail budget.				
	SHERIFF				
	Increase Expenditures		Increase		
54110-411	Data Processing Supplies	1,000.00	1,000.00		2,000.00
54110-719	Office Equipment	3,800.00	3,000.00		6,800.00
54110-716	Law Enforcement Equipment	5,000.00	3,000.00		8,000.00
	Decrease Reserve Account			Decrease	
35150	Reserved for Sheriff from Phone Commissions	69,509.00		(4,000.00)	65,509.00
	Sub-Total Expenditures & Reserves	\$ 79,309.00	\$ 7,000.00	\$ (4,000.00)	\$ 82,309.00
	Increase Revenues		Increase		
48130	Contributions (from School Board)	56,236.00	3,000.00		59,236.00
	Sub-Total Revenues	\$ 56,236.00	\$ 3,000.00	\$ 0.00	\$ 59,236.00
	The increase in Data Processing Supplies is needed because the budget was under-estimated.				
	The increase in Office Equipment is needed to purchase additional office equipment for the new facility.				
	The increase in Law Enforcement Equipment is needed to purchase equipment for the School Resource Officers. This equipment purchase will be reimbursed by the Hawkins County Board of Education.				
	The other increases will be funded from the reserve account of accumulated telephone commissions				
	Hawkins County receives for inmate usage of certain phones.				
	PROPERTY ASSESSOR & REAPPRAISAL PROGRAM				
	Increase Expenditures		Increase		
52300-337	Maintenance & Repair/Office Equipment	500.00	45.00		545.00
	Decrease Expenditures			Decrease	
52310-334	Maintenance Agreements	1,500.00		(45.00)	1,455.00
	Sub-Total Expenditures	\$ 2,000.00	45.00	\$ (45.00)	\$ 2,000.00
	The increase in Maintenance and Repair/Office Equipment is needed because the budget was under-estimated. Funding will come from a transfer from the Reappraisal Program budget.				
	TRANSFERS OUT				
	Increase Expenditures		Increase		
99100-590	Transfers to Other Funds (Gen. Debt. Serv.)	1,085,000.00	68,291.00		1,153,291.00
	Decrease Reserve Account			Decrease	
34154	Reserved for Litigation Tax/Jail, Courthouse,	68,291.00		(68,291.00)	0.00
	Sub-Total Expenditures & Reserves	\$ 1,153,291.00	68,291.00	\$ (68,291.00)	\$ 1,153,291.00
	This increase in Transfers is being requested to transfer certain reserved Litigation Taxes collected in the 2008-09 FY to General Debt Service Fund. Such collections of litigation taxes, as previously approved by County Commission, will be used to retire debt issued for the Justice Center and the Courthouse Renovation projects.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals - Expenditures	\$ 1,239,600.00	\$ 76,336.00	\$ (73,336.00)	\$ 1,242,600.00
	Page Totals - Revenue	\$ 56,236.00	\$ 3,000.00	\$ 0.00	\$ 59,236.00

TO THE HONORABLE W. CROCKETT LEE, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22nd DAY OF FEBRUARY, 2010.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - HIGHWAY FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget			Amended Budget
	ADMINISTRATION, HIGHWAY & BRIDGE MAINTENANCE, OPERATION/MAINTENANCE OF EQUIPMENT AND CAPITAL OUTLAY				
	Increase Expenditures		Increase		
61000-187	Overtime Pay (for Secretaries)	0.00	1,100.00		1,100.00
62000-187	Overtime Pay (for Road Maintenance)	20,000.00	10,000.00		30,000.00
62000-444	Salt	8,000.00	8,000.00		16,000.00
	Decrease Expenditures			Decrease	
61000-434	Natural Gas	6,000.00		(2,000.00)	4,000.00
62000-440	Pipe - Metal	80,000.00		(3,100.00)	76,900.00
63100-336	Maintenance & Repair/Equipment	12,000.00		(5,000.00)	7,000.00
63100-338	Maintenance & Repair/Vehicles	12,000.00		(4,000.00)	8,000.00
68000-708	Communication Equipment	12,000.00		(5,000.00)	7,000.00
	Sub-totals - Expenditures	150,000.00	19,100.00	(19,100.00)	150,000.00
These increases are needed due to extreme weather conditions. It was necessary to pay a huge amounts of overtime and to purchase additional salt.					
These increases will be funded by transfers within the Highway Department budget.					
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 150,000.00	\$ 19,100.00	\$ (19,100.00)	\$ 150,000.00
	Page Totals- Revenues	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

INTRODUCED BY: Claude Parrott, Chrmn. Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND _____

ACTION: AYE NAY

DATE SUBMITTED 2-8-10

ROLL CALL _____

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE _____

BY: A. Carroll Jenkins

ABSENT _____

COMMITTEE ACTION:

APPROVED _____

DISAPPROVED _____

CHAIRMAN:

W. Crockett Lee
W. CROCKETT LEE

**CERTIFICATE OF ELECTION OF NOTARIES PUBLIC
AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE**

Resolution No. 2010/02/09

NOTARY PUBLIC DURING THE FEBRUARY 22, 2010 MEETING OF THE GOVERNING BODY:

NAME	HOME ADDRESS AND PHONE	BUSINESS
1. ROY R. BRADLEY	201 JACKSON RD. ROGERSVILLE, TN. 37857 423-272-3968	WAL-MART ROGERSVILLE, TN. 37857
2. WANDA ALICE BROWN	115 BROWN MOUNTAIN RD. GREENEVILLE, TN. 37745 423-272-8282	RURAL HEALTH SERVICES CONSORTIUM INC ROGERSVILLE, TN. 37857
3. JEFFERSON BRYANT FAIRCHILD	117 SOUTH DEPOT ST. ROGERSVILLE, TN. 37857 423-272-4538	THE LAW OFFICE OF JEFFERSON FAIRCHILD ROGERSVILLE, TN. 37857
4. SARINA S. HURD	328 PAYNE RIDGE RD., LOT 2 CHURCH HILL, TN. 37642 423-357-0154	US BANK CHURCH HILL, TN. 37642
5. JOANNE E. LANE	306 ADAMS ST. CHURCH HILL, TN. 37642 423-677-0272	SPI AMERICA CHURCH HILL, TN. 37642
6. DONNA MARIE RAMOS	213 ELBOW CITY RD. ROGERSVILLE, TN. 37857 423-921-7499	SELF EMPLOYED

Signature

Clerk of the County of Hawkins, Tennessee

Date

(Seal)