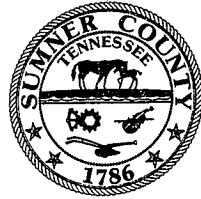


FEBRUARY 27, 2012

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners

RESOLUTION

No. 1202-11

TITLE

A RESOLUTION DECLARING VARIOUS ITEMS FROM THE REGISTER OF DEEDS OFFICE AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OR SALE OF SAME PURSUANT TO EXISTING POLICIES AND PROCEDURES

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012, that this body hereby declares various items from the Register of Deeds Office as surplus as shown on the attachment; and

BE IT FURTHER RESOLVED that the disposal or sale of the same is authorized pursuant to existing policies and procedures.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

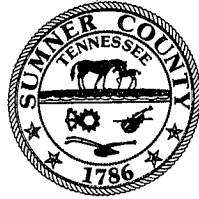
DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

FEBRUARY 27, 2012



STATE OF TENNESSEE
Sumner County

Date

Board of County Commissioners

RESOLUTION

No. 1202-12

TITLE

**A RESOLUTION DECLARING VARIOUS ITEMS FROM THE VOTERS
REGISTRATION OFFICE AS SURPLUS AND AUTHORIZING
DISPOSAL OR SALE OF SAME PURSUANT TO EXISITING POLICIES
AND PROCEDURES**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012 that this body does hereby declare various items from the Voters Registration office as surplus as shown on the attachment herewith; and

BE IT FURTHER RESOLVED, that the disposal or sale of the same is authorized pursuant to existing policies and procedures.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:



Inventory List of Surplus Items

Department/Office: Voters Registration Location: 106
 Contact: Lori Atchley Phone: 452-1456
 Date: January 30, 2011

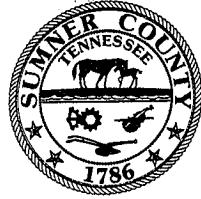
Page 1 of 2

Item	Brand/Model	Working Y/N	Serial Number	Description
OKI Pacemark 4410		Y	204A0005617	Printer
OKI Pacemark 4410		Y	903A0001972	Printer
OKI Pacemark 4410		Y	101A0004369	Printer
OKI data Microline 520 Printer		Y	404A0030529	Printer
Box of IBM Supplies/Toner		NA		
Sanyo TV	DS35590	Y	V01L0447164092	TU
VCR - Emerson	ENV401A	Y	UGB248006	VCR
OKI Pacemark 4410		Y	002A0003622	Printer
HP LaserJet 4500N		Y	USELO06190	Printer
OKI data Microline 520 Printer		Y	6C5285A model	Printer
Metal Boxes - 30				voting boxes
1 Brown Metal Desk 55" x 30" x 29" h				
Paper Rolls - approx 100				
Metal Lids - approx 30		Y		for voting boxes
Black Ribbons Pacemark 4410				40629302
24 Hour Lease Time Security Recorder		Y	MD100626	EXR's
Computer Cords, Cables, misc Computer Equipment				
Phones	ATT, Durabrand	N		
Battery Backup	APC	N		
Keyboards (w/)		N		
HP Scanjet 5300C	HP	?	TW9BD10910	
GBC Comb Bind Office	GBC	?	SF32561H	
Quartet Paper Cutter Model 915				
Bird Picture - Heron or Egret				

Return to David Pigna: 452-0393 Fax / Room 205 Administration Building

FEBRUARY 27, 2012

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners

RESOLUTION

No. 1202-13

TITLE

A RESOLUTION DECLARING VARIOUS ITEMS FROM THE HEALTH DEPARTMENT AS SURPLUS AND AUTHORIZING DISPOSAL OR SALE OF SAME PURSUANT TO EXISITING POLICIES AND PROCEDURES

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012 that this body does hereby declare the items from the Health Department as surplus as shown on the attachments; and

BE IT FURTHER RESOLVED, that the disposal or sale of the same is authorized pursuant to existing policies and procedures.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:



Inventory List of Surplus Items

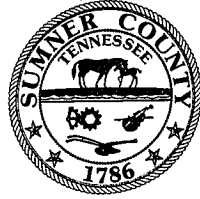
Department/Office: HEALTH Location: GALLATIN
 Contact: HAL HENDRICKS Phone: 206 1112
 Date: JAN 18 2012

Item	Brand/Model	Working Y/N	Serial Number	Description
TV 13" w/ VHS	SAMSUNG CT1352	Y	3WAN902687L	13" TV w/ VHS
TV 19" w VHS	TOSHIBA MV19LH	Y	14598801A	19" TV w/ VHS
TV 13" w/ DVD	MAGNAVOX MWC13D6	Y	V14649327	13" TV w/ DVD
COMPUTER MONITOR	GATEWAY 17"	N	MR 85650402750	17" GATEWAY
	700G	N	MR 85650402700	COMPUTER
		N	MR 85650402671	MONITOR
		N	MR 85650402709	
MAILING SYSTEM	PITNEY BOWES	Y	0007725 DFHO	DIGITAL POSTAGE
	DFHO/DEPO	Y	00057742 DEPO	MACHINE
COMPUTER MONITOR	VIEWSONIC VEDTS22074Y		41Q024800131	MONITOR
COPIER	PITNEY BOWES DL200	Y	2010478	COPIER
CLINIC LAMPS	BURTON SN12018	Y	SN12018	LAMPS
	SN12057	Y	SN12057	
MICROWAVE	PANASONIC NN1228EA	Y	ADB08900554	
PLAYSET - WOOD	BPG KITCHEN/WALL UNIT ACTIVITY CTR			

Return to David Pigna: 452-0393 Fax / Room 205 Administration Building

FEBRUARY 27, 2012

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners

RESOLUTION

No. 1202-14

TITLE A RESOLUTION ADOPTING CELL PHONE POLICY FOR SUMNER COUNTY

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012 that this body does hereby adopt the cell phone policy for Sumner County as shown on the attached herewith.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

SUMNER COUNTY, TENNESSEE
DEPARTMENT OF FINANCE
DAVID LAWING, DIRECTOR
Certified Public Accountant
355 North Belvedere Drive, Room 302
Gallatin, TN 37066
Phone: (615) 451-6033
Fax: (615) 230-6392

January 15, 2012

MEMORANDUM:

TO: The Financial Management Committee and the Audit Committee

FROM: David Lawing, Director of Finance

SUBJECT: Cell Phone Use Policy

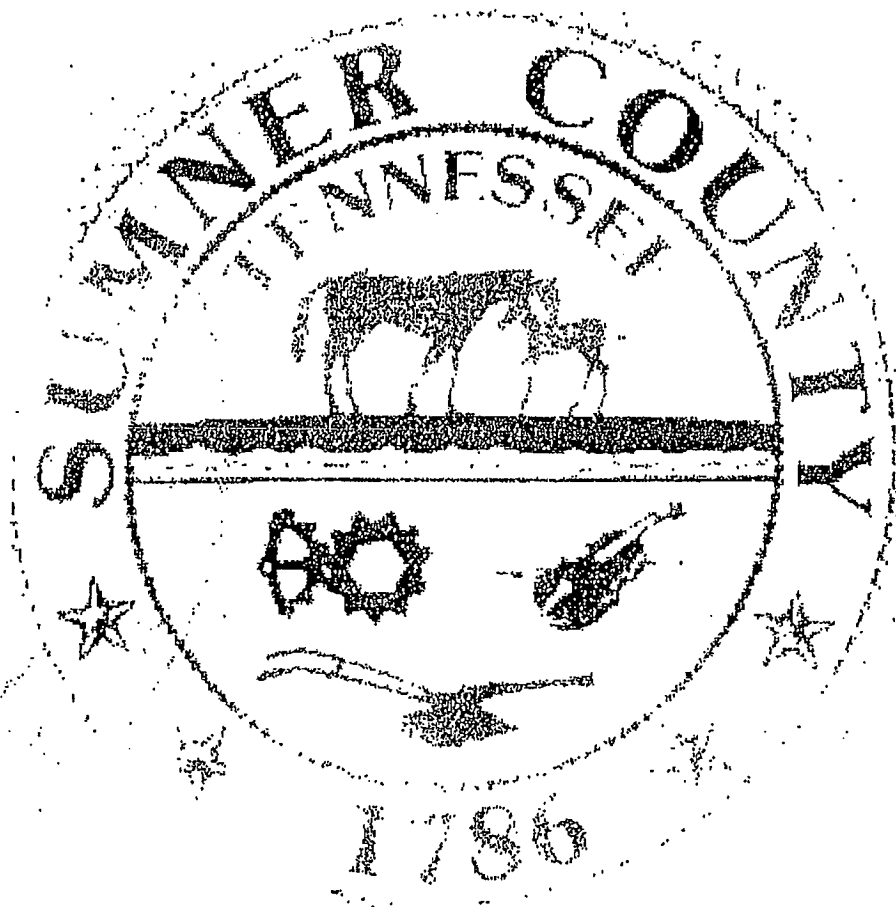
Cell phone services paid for by the employer for noncompensatory reasons, a "working condition fringe", to be excludable from the employee's gross income. A "working condition fringe" is any property or service provided to an employee of the employer to the extent that, if the employee paid for such property or services, such payment would be allowable as a deduction under Section 162(e). However, any personal usage would have to be considered de minimis. Section 132(e) of the Internal Revenue Code defines a "de minimis fringe" as any property or service the value of which is (after taking into account the frequency with which similar fringes are provided by the employer to the employer's employees) so small as to make accounting for it unreasonable or administratively impracticable.

Therefore, to ensure proper tax treatment I am recommending that the following be forwarded to the legislative committee.

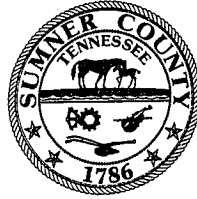
Cellular Phone Policy -

- The County will provide cellular phone services to employees for business use, when the budget allows and determined necessary by the department head.
- Cellular phone services will only be supplied for noncompensatory business purposes. A cell phone is provided primarily for noncompensatory business purposes if there are substantial business reasons for providing the cell phone. Examples of substantial business reasons include the employer's:
 - o need to contact the employee at all times for work-related emergencies,
 - o requirement that the employee be available to speak at times when the employee is away from the office, and
 - o need to speak at times outside the employee's normal workday.
- Cellular phone services will not be provided to promote good will of an employee, to attract a prospective employee, or as a means of providing additional compensation to an employee.
- The type of services provided must be reasonably related to the needs of the county.

- Mobile device use and charges shall be monitored by the department head and any intentional, deliberate misuse of any device may result in the loss of mobile device service and employee reimbursement of telephone charges and could result in disciplinary action.
- Personal usage of county provided cellular services shall be de minimis.
- Any charges incurred for de minimis usage for county provided cellular services shall be promptly reimbursed to the county.



STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners
RESOLUTION

No. 1202-15

TITLE

**A RESOLUTION APPROVING THE FISCAL YEAR 2011-2012
SUMNER COUNTY BOARD OF EDUCATION FEDERAL AND STATE
BUDGET ADJUSTMENTS AS PASS THROUGH FUNDS AS SHOWN
ON THE ATTACHED SCHEDULE**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012 that this body hereby approves the 2011-2012 Sumner County Board of Education Federal and State Budget Adjustments as pass through funds (as noted on the page headings) among the various accounts as shown on the attached schedule which is hereby incorporated as a part of this resolution; and

BE IT FURTHER RESOLVED that the attachment is numbered pages 1 through 7.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

SAFE SCHOOLS
BUDGET CODE 194

<u>71100-116</u> Teachers	\$ 22,700.00
Retirement	2,058.00
Social Security	1,742.00
<u>71100-195</u> Substitutes	6,000.00
<u>71100-399</u> Contracted Services	25,000.00
<u>71100-499</u> Supplies	5,000.00
<u>72210-189</u> Salaries & Wages	27,000.00
Medicare	380.00
FICA	1,500.00
Retirement	3,140.00
Health	3,400.00
Dental	80.00
<u>72210-355</u> Travel	500.00
<u>72210-499</u> Supplies	1,000.00
<u>72210-599</u> Other Charges	26,600.00
TOTAL:	\$ 126,100.00

February, 2012 (1 of 7 pages)
Bd. of Ed.

FAMILY RESOURCE CENTER

BUDGET CODE 157

72210-189 Salaries & Wages 22,981.00

Benefits (Ret. SS. Ins) 6,630.65

Retirement (\$2,080.00)

Insurance (\$2,815.65)

SS (1,735.00)

TOTAL: \$ 29,611.65

February, 2012 (2 of 7 pages)
Bd. of Ed.

LOTTERY FOR EDUCATION
BUDGET CODES 161 & 168

<u>72210-189</u>	Other Salaries & Wages	246,000.00
	Benefits	43,000.00
	(Ret \$19,000; Social Sec. \$16,000; Health Ins. \$8,000)	
<u>72210-399</u>	Contracted Services	7,000.00
<u>72210-499</u>	Supplies	33,000.00
<u>72210-355</u>	Travel	16,000.00
<u>72210-599</u>	Other Charges	17,075.00
	Indirect Cost	5,795.00

TOTAL: \$367,870.00

February, 2012 (3 of 7 pages)
Bd. of Ed.

MCKINNEY-VENTO HOMELESS GRANT

BUDGET CODE 142.701

72210-189 Salaries & Wages 22,420.00

Benefits

Retirement 2,424.00

Social Security 1,390.00

Medical Insurance 6,374.00

Dental Insurance 166.00

Employer Medicare 325.00

72210-499 Supplies 1,250.00

72210-355 Travel 1,000.00

72210-599 Other Charges 1,651.00

TOTAL: \$ 37,000.00

February, 2012 (4 of 7 pages)
Bd. of Ed.

21st Century Learning Center Grant

Budget Code 166

<u>72210-189</u>	Salaries & Wages	292,000.00
<u>Benefits</u>		43,653.00
(SS \$ 15,600; Ret 9.05% \$4,000, 13.36% \$7,900; Ins. \$16,153)		
<u>72210-399</u>	Contracted Services	5,000.00
<u>72210-499</u>	Supplies	20,000.00
<u>72210-355</u>	Travel	8,000.00
<u>72210-599</u>	Other Charges	12,900.00
<u>Indirect Cost</u>		6,447.00

TOTAL: \$ 388,000.00

February, 2012 (5 of 7 pages)
Bd. of Ed.

CARRYOVER FUNDS
GRANT TO REDUCE ALCOHOL ABUSE
BUDGET CODE 174

<u>71100-116 Teachers</u>	22,000.00
<u>72210-189 Salaries & Wages</u>	74,000.00
<u>Benefits</u>	37,394.97
(SS \$5,760; Ret 9.05% 1,991; 13.98% \$10,345.20; Insurance \$19,298.77)	
<u>71100-399 Contracted Services</u>	29,400.00
<u>71100-499 Supplies & Materials</u>	11,000.00
<u>71100-599 Other Charges</u>	4,000.00
<u>72210-355 Travel</u>	3,000.00

TOTAL: \$ 180,794.97

February, 2012 (6 of 7 pages)
Bd. of Ed.

COMMUNITY COALITION GRANT

Budget Code 189

<u>72210-355 Travel</u>	4,430.00
<u>72210-399 Contracted Services</u>	76,210.00
<u>72210-499 Supplies & Materials</u>	10,822.00
<u>72210-599 Other Charges</u>	14,594.00
<u>Indirect Cost</u>	1,699.00

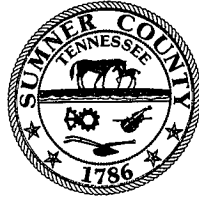
TOTAL: \$ 107,755.00

February, 2012 (7 of 7 pages)

Bd. of Ed.

FEBRUARY 27, 2012

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners

RESOLUTION

No. 1202-16

TITLE A RESOLUTION APPROPRIATING \$420.00 TO JUDGES DISCRETIONARY EXPENSE LINE FROM UNASSIGNED FUND BALANCES FOR INTERPRETER EXPENSES

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012, that this body hereby appropriates \$420.00 to Judges Discretionary Expense Line from Unassigned Fund Balances for Interpreter Expenses; and

BE IT FURTHER RESOLVED that the attachment is numbered pages 1 through 3.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:



Serving the Deaf, Hard of Hearing
and Hearing Communities

415 4th Ave. South,
Suite A
Nashville, TN 37201
(615) 248-8828
FEIN: 62-0498798

Formerly "League for the Deaf and Hard of Hearing
and the Ear Foundation"

Invoice

Date	Invoice #
1/17/2012	11971

***** PLEASE INCLUDE THE
INVOICE NUMBER ON
YOUR PAYMENT**

Bill To

Sumner County Finance Dept.
ATTN: DAVID LAWING
355 N. Belvedere Drive
Room 302
Gallatin, TN 37066

Customer Total Balance	Due Date
\$150.00	2/1/2012

Quantity	Item Code	Description	Price Each	Amount
2.5	WORKMAN	INTERPRETING SERVICES FOR CHRISTOPHER WILSON ON 01-04-12 REQUESTED BY PUBLIC DEFENDER, KEE STATE VS. CHRISTOPHER GLENN WILSON CR637-2011 CR640-2011 INTERPRETER	60.00	150.00T
		ORDER IS ATTACHED Sales Tax	0.00%	0.00

**LATE FEE POLICY: A FINANCE CHARGE WILL BE APPLIED TO
ANY PAST DUE ACCOUNT BALANCE EXCEEDING 30 DAYS.**

Fax # 615-248-4797

Total	\$150.00
Payments/Credits	\$0.00
Balance Due	\$150.00



Serving the Deaf, Hard of Hearing
and Hearing Communities

415 4th Ave. South,
Suite A
Nashville, TN 37201
(615) 248-8828
FEIN: 62-0498798

Formerly "League for the Deaf and Hard of Hearing
and the Ear Foundation"

Invoice

Date	Invoice #
1/31/2012	12016

*** PLEASE INCLUDE THE
INVOICE NUMBER ON
YOUR PAYMENT

Bill To

Sumner County Finance Dept.
ATTN: DAVID LAWING
355 N. Belvedere Drive
Room 302
Gallatin, TN 37066

Customer Total Balance	Due Date
\$270.00	1/31/2012

Quantity	Item Code	Description	Price Each	Amount
2.25	WORKMAN	INTERPRETING SERVICES FOR CHRISTOPHER WILSON ON 01-23-12		
2.25	CRIBB	INTERPRETER	60.00	135.00T
		INTERPRETER	60.00	135.00T
		CR640-2011 CR637-2011		
		Order Attached Sales Tax	0.00%	0.00

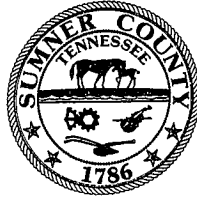
LATE FEE POLICY: A FINANCE CHARGE WILL BE APPLIED TO
ANY PAST DUE ACCOUNT BALANCE EXCEEDING 30 DAYS.

Fax #	615-248-4797
--------------	--------------

Total	\$270.00
Payments/Credits	\$0.00
Balance Due	\$270.00

FEBRUARY 27, 2012

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners

RESOLUTION

No. 1202-17

TITLE

A RESOLUTION APPROVING \$200.00 FOR "ADOPT-A-SIGN" FEE FOR COUNTY PARTICIPATION IN THE STATE CIVIL WAR TRAILS PROGRAM

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012, that this body hereby approves \$200.00 for "Adopt-a-Sign" fee for County participation in the State Civil War Trails Program as shown on the attachment herewith.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

February 1, 2012



401 North 3rd St.
Richmond, VA 23219
(804) 783-7423

Mr. Anthony Holt
Sumner Co. Executive
355 N. Belvidere Dr., #102
Gallatin, TN 37066

Dear Mr. Holt:

Thank you for your participation in Tennessee Civil War Trails. Together we are building a statewide program that is already directing visitors to 230 newly interpreted Civil War sites in counties across the state. We have only begun to open formerly inaccessible sites with untold stories to an interested, worldwide audience. Your participation in our "Adopt-a-Sign" program ensures the program's future and enables us to:

- Maintain the program's statewide infrastructure of historical and directional signage.
- Coordinate marketing efforts among partnering states of VA, MD, NC & WV. *(We are implementing multi-state marketing plans for the 150th Anniversary of the Civil War, printing and updating the third TN Civil War Trails statewide map-guide, and coordinating marketing coops with magazines such as AAA World & Phoenix Intl. Publishing.)*
- Help support one of the most popular travel web sites, civilwartrails.org, that includes a Google map to your site(s) and averages nearly 3,000 weekly PDF downloads of Civil War Trails map-guides.
- Develop a "traveler-friendly" program listed by the National Trust for Historic Preservation as the most sustainable heritage tourism program in America.

The list easily continues.

Below is your marker. We need your support for FY13 and plan on invoicing you in July 2012. Please call me with any questions. Thank you for making the program that so many other states dream of a reality in Tennessee.

The Clark House - \$200

Total Adopt-a-Sign Fee: \$200

Sincerely,

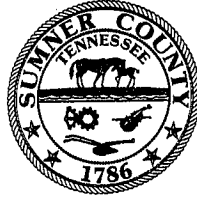
A handwritten signature in black ink, appearing to read "M. Bowman".

Mitch Bowman

DEAR Sir,
PLEASE PAY THE CURRENT
YEAR'S INVOICE FROM 7-1-11.
THANK YOU FOR YOUR SUPPORT.

FEBRUARY 27, 2012

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners
RESOLUTION

No. 1202-18

TITLE **A RESOLUTION APPROPRIATING \$16,437.00 FOR SHERIFF'S OFFICE
FOR THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012 that this body hereby appropriates \$16,437.00 for Sheriff's office for the State Criminal Alien Assistance Program; and

BE IT FURTHER RESOLVED that the attachment is numbered pages 1 through 13.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

David Lawing

Subject: FW: SCAAP Program

David Lawing
Certified Public Accountant
Director of Finance, Sumner County, TN

From: SONYA TROUTT [<mailto:STROUTTI@sumnersheriff.com>]
Sent: Tuesday, January 24, 2012 2:57 PM
To: David Lawing
Cc: Bethany Browning; SONYA TROUTT; Rita Wiser; SONYA TROUTT
Subject: RE: SCAAP Program

David,

The SCAAP (State Criminal Alien Program) is an award that requires these funds be used for Correctional Purposes only. Consulting fees are not one of the approved fields. This is not a grant for reimbursement.

When Ms. Rita returns tomorrow, I will get with her on the remaining balance appropriation for 2011-2012.

If you have any other questions let me know.

Sonya

From: David Lawing [<mailto:dlawing@sumnertn.org>]
Sent: Monday, January 23, 2012 10:27 AM
To: SONYA TROUTT
Cc: Bethany Browning
Subject: SCAAP Program

Sonya,

Below is a reconciliation of the SCAAP program.

	SCAAP
--	-------

(09 -10 Per Audit) \$ -
 47990 -114 17,781
 54410-312-114 (3,912)
 54210 - *** - 114 (10,848)
Estimated Balance 10-11 \$ 3,022

Budget 11-12-Revenues
 47990 -114 \$ -
 54410-312-114
 54210 - *** - 114
Balance (Must be zero or positive) \$ 3,022

SCAAP Received to date \$ 13,415
 Un-budgeted Expenditures (3,245)
Available balance 10,170

For the SCAAP program's balances a couple of question remain that need to be answered.

- In 2010-2011 approximately \$3,912 was the fee for the recovery of funds. After the county's books were closed, there was discussions that the \$3,912 may not be eligible to be counted as a program expense.
- What about the current year recovery fee, has it been paid and can it be counted?
- Is this grant a reimbursement grant for past costs incurred or a program grant? (Balances can only be restricted by enabling legislation or grant agreements.)

JL
 JG
 3/9/13

Before I can give you an amount remaining, I need answers to the above questions.

If you have any questions, just let me know.

Thanks,

David Lawing
Certified Public Accountant
Director of Finance, Sumner County, TN

From: Bethany Browning
Sent: Thursday, January 05, 2012 10:37 AM
To: David Lawing
Subject: FW: SCAAP Grant for last year

Beth Browning
Assistant Finance Director
Sumner County TN
615.451.6048

From: SONYA TROUTT [<mailto:STROUTT@sumnersheriff.com>]
Sent: Wednesday, January 04, 2012 4:44 PM
To: Bethany Browning
Cc: SONYA TROUTT
Subject: SCAAP Grant for last year

Beth,

Would you mind giving me a break down on the funds remaining in last year's SCAAP GRANT? I will try to go ahead and spend the remaining funds on our upcoming Homeward Bound Class which begins in February, 2012.

Sonya Troutt

Sumner County Government
 Expenditure Report
 February 2012

Fund: 101 -COUNTY GENERAL

Monthly Comparative % 66.6666

---Account Number---	---Account Name---	Original Budget	Amended Budget	MTD Expenses	YTD Expenses	YTD Encumbrances	Unencumbered Amt/Balance
	JAIL/SCAAP						
54210-355-114-	TRAVEL	0.00	0.00	0.00	399.95	0.00	-399.95
54210-524-114-	INSERVICE/STAFF DEVE	0.00	0.00	0.00	2,845.14	0.00	-2,845.14
	JAIL/SCAAP	0.00	0.00	0.00	3,245.09	0.00	-3,245.09

From: Jaime Pullig [mailto:jpullig@unificare.com]
Sent: Wednesday, February 01, 2012 9:42 AM
To: SONYA TROUTT
Subject: SCAAP Information

Good morning, Sonya! Per our conversation, I wanted to get back to you with some information on the State Criminal Alien Assistance Program (SCAAP). As you know, Sumner County has participated in SCAAP since 2009.

The SCAAP Program is a federal reimbursement program that reimburses for housing foreign born inmates in the County Jail. The program reimburses for costs that the jail has already incurred in the previous years. For example, FY2011 SCAAP Claim reimbursed for the foreign born inmates that the jail housed July 1st, 2010 through June 30th, 2011.

Beginning in 2007, the Department of Justice required SCAAP funds to be used for correctional purposes. Since the costs for housing the foreign born inmates are incurred in the corrections departments, the Federal Government made the requirement for the reimbursements to be funded back to correctional purposes. I've included the detailed information from the Bureau of Justice website below.

Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." **Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.**

FY 2007-2011 SCAAP Use of Funds List

- Salaries for corrections officers
- Overtime costs
- Corrections work force recruitment and retention
- Construction of corrections facilities
- Training/education for offenders
- Training for corrections officers related to offender population management
- Consultants involved with offender population
- Medical and mental health services
- Vehicle rental/purchase for transport of offenders
- Prison Industries
- Pre-release/reentry programs
- Technology involving offender management/inter-agency information sharing
- Disaster preparedness continuity of operations for corrections facility

If there is any additional information that you need, please do not hesitate to let me know. Thank you and have a great day!

Jaime

Jaime Pullig

David Lawing

From: SONYA TROUTT <STROUTT@sumnersheriff.com>
Sent: Thursday, February 02, 2012 1:42 PM
To: David Lawing
Cc: SONYA TROUTT
Subject: Contract with Justice Benefits--SCAAP Grant
Attachments: AR-M257_20120202_133908.pdf

David,

Attached is the only contract we have regarding the SCAAP funds.

Sonya Troutt

**ARTICLE II
RESPONSIBILITIES OF THE COUNTY**

2.01 The County agrees to perform the following activities:

a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.

b. Designate a contract monitor who shall:

i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and

ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).

c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

**ARTICLE III
INITIAL TERM AND RENEWAL**

3.01 The initial term of this Agreement is four (4) years, commencing with the date of this Agreement (the "Initial or Renewal Term").

3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless written notice is given at least thirty (30) days prior to the expiration of this Agreement.

**ARTICLE IV
CONFIDENTIALITY**

The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities. JBI understands and accepts the Tennessee statute regarding open records.

**ARTICLE V
COMPENSATION**

5.01 The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue

AGREEMENT FOR PROFESSIONAL SERVICES

between

Justice Benefits, Incorporated

and

Sumner County, Tennessee

This Agreement is entered into by and between Sumner County, Tennessee (hereinafter referred to as the "County") and Justice Benefits, as the general partner of Unificare, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

WITNESSETH

WHEREAS, many of the services provided by the County are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

**ARTICLE I
RESPONSIBILITIES OF JBI**

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing an Initiative with JBI for the claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Twenty-two percent (22%) of all revenue paid to the County (prospectively or retroactively) as described in each of the County signed Initiatives. JBI will be paid its fees for a minimum of four years worth of claims filed prospectively once an Initiative is signed by the County. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal government may occur. JBI will be reimbursed within thirty (30) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.

5.04 JBI agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be promptly repaid to the County should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

5.05 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.

Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of Tennessee, and any disputes shall be resolved in said state.

7.04 **Counterparts.** This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

7.05 **Entire Agreement.** This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

7.06 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

7.07 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

7.08 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.09 **Indemnification.** Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

7.11 **Interest.** In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.

7.12 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

7.13 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.

7.14 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

7.15 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.16 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

7.17 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS 24th DAY OF April, 2009

AGREED:

Sumner County, TN

David L. Pizasa
Signature

David L. Pizasa
Print Name

Purchasing Director
Title

Address: 355 North BELVEDERE Dr.
Room 205
Gallatin, TN 37066

ACCEPTED BY:

UNIFICARE, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

By: Kimberly King
Kimberly King

Senior Vice President - Business Development
2010 Valley View Lane, Suite 300
Dallas, Texas 75234

INITIATIVE: Alien Assistance Program

A) Description of JBI's Contribution:

JBI recognizes that Sumner County, Tennessee is being underpaid for housing illegal aliens. JBI will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. JBI will work with the Sheriff's Department to optimize future claims by securing 100% allowable data related to inmates.

B) Claims submitted:

No claim has been submitted by JBI.

C) Total Increased Reimbursements expected:

Unknown until data is collected.

D) Fee Structure:

JBI will be paid its fees per its contract with Sumner County, TN on all amounts generated from this program.

E) Agreed, JBI may proceed with this Initiative:

Sumner County, TN:

David G. Pignia
Name

4/24/09
Date

Director - Purchasing
Title

Justice Benefits, Inc.:

Kimberly King
Kimberly King
Senior Vice President - Business Development

4/23/09
Date

Tax Refunds for February, 2012

Tax Refunds:

- Cumberland Crisis Pregnancy Center \$ 59.56
- Industrial Development Board, City of Portland \$160.33
- Morneau, Gregory etux Michelle \$108.62

COUNTY 2010

PROPERTY TAX REFUND

REQUEST

District	Name	Amount
05	Cumberland Crisis Pregnancy Center	\$59.56

Desc. Of Property:	Dist	Map No	GP	Cont Map	Parcel	SI
	05	146		146	38.00	000

Refund Payable to: Cumberland Crisis Pregnancy Center

Address: P.O. Box 1037 Attn: Laura Stehl
Hendersonville, TN 37077

Phone No.: 615-451-1717

Reason for Refund: Exempt per State. Effective 12-21-10. 2 of the
\$2,770.01 Amt paid 10 3 buildings and 8 of the 8.5 acres are exempt.
- 2,710.45 Corrected amount
\$ 59.56 difference

\$ 59.56 REFUND 02/07/2012
Date

John C. Isbell

John C. Isbell
Sumner County Assessor of Property

Action by Budget & Finance Committee: _____

Sumner County Commission: _____

RECEIVED
FEB 08 2012
BY: _____

COUNTY 2011

PROPERTY TAX REFUND

REQUEST

District	Name	Amount
15	Morneau, Gregory etux Michelle	\$108.62

Desc. Of Property:	Dist	Map No	GP	Cont Map	Parcel	SI
	15	078	-	078	31.00	000

Refund Payable to: Gregory and Michelle Morneau
Address: 457 Fern Valley Road
White House, TN 37188
Phone No.: 615-581-0957

Reason for Refund: Upper story coded incorrectly. Taxes paid on this error.

\$ 1,207.43 Paid
- 1,098.81 New amt.
\$ 108.62 Refund

\$ 108.62 Total Ref.

01/24/2012

Date

RECEIVED
K JAN 24 2012 U
BY: _____

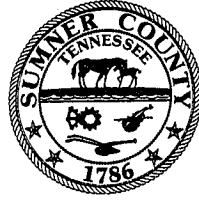
John C. Isbell
John C. Isbell
Sumner County Assessor of Property

Action by Budget & Finance Committee: _____

Action by Sumner County Commission: _____

FEBRUARY 27, 2012

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners
RESOLUTION

No. 1202-19

TITLE

**A RESOLUTION ACCEPTING HOLLERMAN LANE (EXTENSION) IN
CAIRO LANDING SUBDIVISION, PHASE 1 AS A CLASS 1 COUNTY ROAD**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012, that this body hereby accepts Hollerman Lane (Extension) in Cairo Landing Subdivision, Phase 1 as a Class 1 County Road, being .04 miles in length beginning at Hollerman Lane (prior cul-de-sac) ending at the end of the Monticello Place and having a fifty foot (50') right-of-way and a twenty-six foot (26') road bed with curbs as shown on the attachment herewith.

BE IT FURTHER RESOLVED that said road be added to the official Road List.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

COUNTY ROAD LIST DATA SHEET

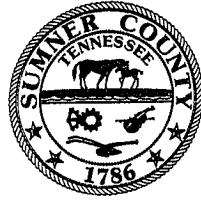
- 1. ROAD NAME: Hollerman Lane (Extension)
(IF ONLY ROAD NAME CHANGE, LIST ANY INTERSECTING ROADS ON THE BACK OF THIS SHEET)
- 2. SUBDIVISION NAME: Cairo Landing PHASE 1
- 3. MAINT. AREA: G MOWING AREA: M4 BRUSH ZONE: 3
- 4. ROAD SURFACE TYPE: Hm SPEED LIMIT: 25 IF STATE AID S.A. # N/A
(HM=HOT MIX DBST= OIL & CHIP GR=GRAVEL)
- 5. BEGINNING POINT OF ROAD: Hollerman Lane (Prior Culdesac)
- 6. ENDING POINT OF ROAD: Monticello Place
- 7. CLASS OF ROAD: 1 (CLASS 1= R.O.W. BETWEEN 24 TO 110 FT AND RD. BED OF AT LEAST 20 FT.; CLASS 2= R.O.W. BETWEEN 18 TO 40 FT. AND RD. BED OF AT LEAST 16 FT.; CLASS 3= R.O.W. 14 TO 30 FT. AND RD. BED OF AT LEAST 12 FT.; IF ROAD FALLS IN BETWEEN CLASSES OF R.O.W. THEN CLASSES GO BY RD. BED)
- 8. LENGTH OF ROAD IN MILES (TO NEAREST 1/10) : .04
- 9. RIGHT OF WAY WIDTH (IN FEET) : 50
- 10. ROAD BED WIDTH (IN FEET) : 26
- 11. NUMBER OF BRIDGES: 0 (IF OTHER THAN 0 SEE ATTACHED FOR DESCRIPTIONS)
- 12. GUARDRAIL (YES/NO): NO (IF YES SEE ATTACHED FOR LOCATIONS AND LENGTHS)
- 13. CURBING (YES/NO): Yes (IF YES SEE ATTACHED FOR LOCATIONS AND LENGTHS)
- 14. DATE ROAD ACCEPTED BY ROAD COMMITTEE: _____
- 15. DATE ROAD ACCEPTED BY COUNTY COMMISSION: _____
- 16. COUNTY COMMISSION RESOLUTION NUMBER: _____

COMPUTER ASSIGNED ROAD NUMBER _____

DATE ENTERED INTO COMPUTER _____ ENTERED BY _____

FEBRUARY 27, 2012

STATE OF TENNESSEE
Sumner County



Date

Board of County Commissioners
RESOLUTION

No. 1202-20

TITLE

**A RESOLUTION ACCEPTING MONTICELLO PLACE IN
CAIRO LANDING SUBDIVISION, PHASE 1 AND 2 AS A CLASS 1 COUNTY
ROAD**

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this the 27th day of February, 2012, that this body hereby accepts Monticello Place Road in the Cairo Landing Subdivision, Phase 1 and 2 as a Class 1 County Road, being .42 miles in length beginning at Cairo Road ending at the end of the cul-de-sac and having a fifty foot (50') right-of-way and a twenty-six foot (26') road bed with curbs as shown on the attachment herewith.

BE IT FURTHER RESOLVED that said road be added to the official Road List.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED:

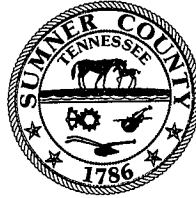
COUNTY ROAD LIST DATA SHEET

- 1. ROAD NAME: Monticello Place
(IF ONLY ROAD NAME CHANGE, LIST ANY INTERSECTING ROADS ON THE BACK OF THIS SHEET)
- 2. SUBDIVISION NAME: Cairo Landing PHASE 1 + 2
- 3. MAINT. AREA: G MOWING AREA: M4 BRUSH ZONE: 3
- 4. ROAD SURFACE TYPE: HM SPEED LIMIT: 25 IF STATE AID S.A. # N/A
(HM=HOT MIX DBST= OIL & CHIP GR=GRAVEL)
- 5. BEGINNING POINT OF ROAD: Cairo Road
- 6. ENDING POINT OF ROAD: D/E @ Culdesac
- 7. CLASS OF ROAD: 1 (CLASS 1= R.O.W. BETWEEN 24 TO 110 FT AND RD. BED OF AT LEAST 20 FT.; CLASS 2= R.O.W. BETWEEN 18 TO 40 FT. AND RD. BED OF AT LEAST 16 FT.; CLASS 3= R.O.W. 14 TO 30 FT. AND RD. BED OF AT LEAST 12 FT.; IF ROAD FALLS IN BETWEEN CLASSES OF R.O.W. THEN CLASSES GO BY RD. BED)
- 8. LENGTH OF ROAD IN MILES (TO NEAREST 1/10) : .42
- 9. RIGHT OF WAY WIDTH (IN FEET) : 50
- 10. ROAD BED WIDTH (IN FEET) : 26
- 11. NUMBER OF BRIDGES: 1 (IF OTHER THAN 0 SEE ATTACHED FOR DESCRIPTIONS)
- 12. GUARDRAIL (YES/NO): NO (IF YES SEE ATTACHED FOR LOCATIONS AND LENGTHS)
- 13. CURBING (YES/NO): Yes (IF YES SEE ATTACHED FOR LOCATIONS AND LENGTHS)
Sidewalks Yes
- 14. DATE ROAD ACCEPTED BY ROAD COMMITTEE: _____
- 15. DATE ROAD ACCEPTED BY COUNTY COMMISSION: _____
- 16. COUNTY COMMISSION RESOLUTION NUMBER: _____

COMPUTER ASSIGNED ROAD NUMBER _____

DATE ENTERED INTO COMPUTER _____ ENTERED BY _____

FEBRUARY 27, 2012



STATE OF TENNESSEE
Sumner County

Date

Board of County Commissioners
RESOLUTION

No. 1202-21

TITLE

A RESOLUTION REQUESTING ROAD NAME CHANGES OF EXISTING COUNTY ROADS

BE IT RESOLVED by the Sumner County Board of County Commissioners meeting in regular session on this 27th day of February, 2012 that this body request name changes of existing county roads.

BE IT FURTHER RESOLVED that said roads be added to the Official Road List as shown on the attachments numbered pages 1 through 11.

CERTIFICATION OF ACTION

COUNTY EXECUTIVE

COUNTY CLERK

DATE

Ayes _____ Nays _____ Abs _____

APPROVED:

REJECTED: