

AGENDA
BOARD OF COMMISSIONERS AGENDA COMMITTEE MEETING
Thursday, June 10, 2010, 6:30 p.m.
Room 430, Blount County Courthouse

A. ROLL CALL.

B. PUBLIC INPUT ON ITEMS ON THE AGENDA.

C. APPROVAL OF AGENDA COMMITTEE MINUTES

1. May 11, 2010 meeting.

D. SETTING OF AGENDA.

E. ITEMS FOR CONSENT AGENDA.

1. Resolutions for special recognitions.
2. Appointments/Reappointments.
 - a.) Fire Protection District – Gerald Kirby. (Information Only) (County Mayor)
 - b.) Board of Health – Harold Naramore, M.D. and David Knoll, M.D.

F. UNFINISHED BUSINESS:

G. NEW BUSINESS:

1. Budget Transfers.
2. Budget Increases.
3. Other Budget Items.
 - a.) QSCAB Resolution and Application.
 - b.) Resolution to resolve fund deficit in the Federal Projects School Fund.
 - c.) Budget Resolutions for the year 2010-2011.
 - i.) A resolution to levy tax rate in excess of certified tax rate.
 - ii.) A resolution setting tax rate for the year beginning July 1, 2010, and ending June 30, 2011.
 - iii.) A resolution making appropriations for the various funds, departments, institutions, offices and agencies of Blount County, Tennessee, for the year beginning July 1, 2010, and ending June 30, 2011.
 - iv.) A resolution making appropriations to non-profit charitable organizations of Blount County, Tennessee, for the fiscal year beginning July 1, 2010, and ending June 30, 2011.
4. A Resolution approving an ambulance contract with Rural Metro. (Purchasing Commission)
5. A Resolution for the Administration of Blount County's Self-Insured Major Medical and Dental Plans.
6. Petition regarding traffic calming devices on Oliver Avenue. (Highway Department)
7. Petition regarding traffic calming devices on Westmoreland Drive and West Woodbine Drive. (Highway Department)
8. Request regarding abandonment of a portion of former right of way on Mustang Drive. (Highway Department)
9. Open Garbage Barrels at Picnic areas along Little River. (Mike Walker)
10. A resolution of support for School Resource Officers in Blount County Schools. (David Graham)
11. Request for support in reinstating the use of toll credits as the non-federal share of an Appalachian Development Highway System. (Information Only) (Steve Samples)

H. PUBLIC INPUT ON ITEMS NOT ON AGENDA.

I. ADJOURNMENT.

**STATE OF TENNESSEE
COUNTY OF BLOUNT**

BE IT REMEMBERED, that an Agenda Committee of the Blount County Board of County Commissioners meeting was held on Tuesday, May 11, 2010, at 6:30 pm at the courthouse in Maryville, Tennessee.

Roll call was taken by Roy Crawford, Jr., County Clerk:

David Ballard, Jr. – absent	Mark Hasty – present	Joe McCulley – present
Tonya Burchfield – present	Scott Helton – absent	Kenneth Melton – present
Gary Farmer – present	John Keeble – present	Monika Murrell – present
Ron French – present	Gerald Kirby – present	Robert Proffitt – present
David Graham – present	Holden Lail – present	Wendy Pitts Reeves – present
Steve Hargis – present	Peggy Lambert – absent	Steve Samples – absent
Brad Harrison – present	Mike Lewis – present	Mike Walker – present

There were 17 present and 4 absent. Commissioners Ballard and Helton arrived after the roll was taken. Chairman Pro Tem Farmer declared a quorum to exist. The following proceedings were held to-wit:

IN RE: MINUTES OF APRIL 6, 2010 AGENDA COMMITTEE.

Commissioner Walker made a motion to approve the minutes. Commissioner French seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – absent	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 17 voting yes, and 4 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: SETTING OF AGENDA.

Commissioner Lail made a motion to set the agenda and reverse the order of item G1 and G2 and that a presentation by the Finance Director on the 2010-11 budget be added at the end of the agenda. Commissioner Helton seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: CLARIFICATION OF TASK OF AD HOC COMMITTEE TO STUDY THE USE OF COUNTY ROADS FOR ORGANIZED EVENTS.

Highway Superintendent Bill Dunlap stated that he will report back to the committee in August.

IN RE: RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY ADDING A NEW SECTION 7.17 DESIGN STANDARDS FOR COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AMEND SECTION 9.1B, 9.2B AND 9.3B TO INCLUDE COMMERCIAL CAMPGROUND AND RECREATIONAL VEHICLE PARKS, AND AMEND SECTION 13 TO INCLUDE DEFINITIONS FOR CAMPING, CABIN AND COMMERCIAL CAMPGROUNDS and

RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, BY ADDING A NEW SECTION, 7.18 DIVISION OF LAND INTO SUBSTANDARD LOTS.

Commissioner Helton made a motion to send the resolutions to the agenda for the May County Commission meeting. Commissioner French seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$75,000.00.

Commissioner Keeble made a motion to send the resolution to the agenda for the May County Commission meeting. Commissioner Proffitt seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – abstain	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – no	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 16 voting yes, 1 voting no, 1 abstaining, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$85,800.00.

Commissioner Keeble made a motion to send the resolution to the agenda of the May County Commission meeting. Commissioner Burchfield seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: RESOLUTION TO AMEND PUBLIC LIBRARY FUND BUDGET - \$19,200.00.

Commissioner Keeble made a motion to send the resolution to the agenda of the May County Commission meeting. Commissioner Burchfield seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET - \$275,000.00.

Commissioner Keeble made a motion to send the resolution to the agenda of the May County Commission meeting. Commissioner Burchfield seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET - \$90,000.00.

Commissioner Keeble made a motion to send the resolution to the agenda of the May County Commission meeting. Commissioner Burchfield seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: BUDGET TRANSFER – GENERAL PURPOSE SCHOOL FUND - \$107,000.00.

Commissioner Walker made a motion to send the transfer to the agenda of the May County Commission meeting. Commissioner French seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION FOR LITTER AND TRASH COLLECTING GRANT FROM THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND AUTHORIZING ACCEPTANCE OF THE GRANT.

Commissioner Walker made a motion to send the resolution to the agenda of the May County Commission meeting. Commissioner Hargis seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: CHANGE OF DATE FOR JUNE AGENDA COMMITTEE MEETING.

Commissioner French made a motion to send to the agenda of the May County Commission meeting the changing of the meeting date of the June Agenda Committee to June 10 at 6:30 pm. Commissioner Reeves seconded the motion.

A roll call vote was taken on the motion:

Ballard – absent	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 18 voting yes, and 3 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: PARKING OF VEHICLES ON COUNTY ROADS.

Highway Superintendent Bill Dunlap will report to the committee on the matter in August.

IN RE: PETITION FOR TRAFFIC CALMING DEVICES IN OXFORD HILLS.

Highway Superintendent Bill Dunlap will report to the committee on the matter next month.

IN RE: RESOLUTION AUTHORIZING THE ISSUANCE OF INTERFUND CAPITAL OUTLAY NOTES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) OF BLOUNT COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF AND THE INTEREST ON THE NOTES.

Commissioner Keeble made a motion to send the resolution to the agenda of the May County Commission meeting and strike the reference in the resolution to land acquisition. Commissioner Melton seconded the motion.

A roll call vote was taken on the motion:

Ballard – yes	Harrison – yes	Lambert – absent	Reeves – yes
Burchfield – yes	Hasty – yes	Lewis – yes	Samples – absent
Farmer – yes	Helton – yes	McCulley – yes	Walker – yes
French – yes	Keeble – yes	Melton – yes	
Graham – yes	Kirby – yes	Murrell – yes	
Hargis – yes	Lail – yes	Proffitt – yes	

There were 19 voting yes, and 2 absent. Chairman Pro Tem Farmer declared the motion to have passed.

IN RE: 2010-11 BUDGET.

Finance Director Steve Jennings gave a presentation regarding the 2010-11 budget. No action was taken.

IN RE: ADJOURNMENT.

Chairman Pro Tem Farmer declared the meeting to be adjourned.



JERRY G. CUNNINGHAM
Blount County Mayor
341 Court Street, Maryville, TN 37804-5906
Phone: (865) 273-5700
Fax: (865) 273-5705



TO: Blount County Board of Commissioners
FROM: Jerry G. Cunningham, County Mayor
RE: Appointment to Blount County Fire Protection District
DATE: May 6, 2010

For your information, I have re-appointed the following name to the Blount County Fire Protection District Board of Commissioners:

Gerald L. Kirby, Seat 3
Term May 11, 2010 - 2014

BEFORE THE COUNTY MAYOR OF BLOUNT COUNTY, TENNESSEE

RE: BLOUNT COUNTY FIRE PROTECTION DISTRICT

ORDER

WHEREAS, the Blount County Fire Protection District (the "district") was created and incorporated as a utility district pursuant to the Utility District Law of 1937, Tennessee Code Annotated § 7-82-101, *et. seq.*, for the purposes of fire prevention and protection in parts of rural and Blount County; and

WHEREAS, pursuant to Tennessee Code Annotated § 7-82-703(a), the district is governed by three (3) commissioners who are appointed by the Blount County mayor and who collectively constitute the board of commissioners of the district; and

WHEREAS, pursuant to Tennessee Code Annotated § 7-82-307(a), the term of office of each commissioner is four (4) years, and each commissioner, upon expiration of such commissioner's term, shall continue to hold office until a successor shall have been appointed and qualified; and

WHEREAS, Seat 3 has presently expired as to term.

NOW, THEREFORE, pursuant to the authority granted under Tennessee Code Annotated § 7-82-307 (a), it is hereby ORDERED that:

1. The undersigned hereby APPOINTED Gerald L. Kirby to the Blount County Fire Protection District Board of Commissioners, Seat 3, set to expire on May 11, 2014.
2. This Order shall be entered of record on the minutes of the Blount County legislative body, and a certified copy thereof shall be furnished to each of the remaining members of the District's Board of Commissioners.

DATED this the 6 day of May, 2010.

Jerry G. Cunningham
County Mayor



Blount County Fire Protection District



P.O. Box 4488
Maryville, TN 37802-4488
Phone (865) 983-2133 Fax (865) 983-6063

April 1, 2010

Jerry Cunningham
Blount County Mayor
341 Court Street
Maryville, TN 37804-5906

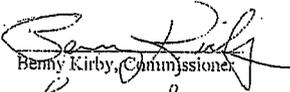
Re: Blount County Fire Protection District Commissioner
Seat 3 Four Year Term
Current Term to expire May 11, 2010

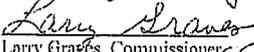
The Blount County Fire Protection District Board of Commissioners submits the following list of names in order of preference, for appointment to the Board.

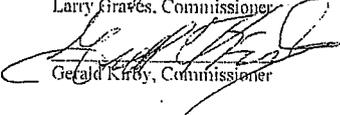
Gerald L. Kirby
956 Scarlett Oaks Dr
Maryville, TN 37801

Eddie Cooper
2093 Dug Gap Road
Louisville, TN 37777

Gordon Webb
2958 Dug Gap Road
Louisville, TN 37777


Benny Kirby, Commissioner


Larry Graves, Commissioner


Gerald Kirby, Commissioner



Blount Memorial
Family Care Center
Springbrook

Family Medicine

*230 Associates Boulevard
Alcoa, TN 37701
865-273-1555
865-273-1550 fax*

June 3, 2010

Mickey Roberts
Director
Blount County Health Department
Secretariat Blount County Board of Health
Ex Officio Member
301 McGhee Street
Maryville, TN 37801

Dear Mr. Roberts:

As pursuant to TCA 68-2-601 concerning county board of health members and procedures, the Blount County Medical Society would like to recommend both doctors, Harold Narmore M.D. and David Knoll M.D. to fill two vacant physician chairs on the Board of Health. They are both Blount County residents and are both licensed to practice in the state of Tennessee.

Sincerely,

Britton K. Bishop M.D.
Secretary, Blount County Medical Society

68-2-601. County board of health — Members — Powers and duties. —

(a) The county legislative body of each county may establish a board of health. The board shall consist of the following:

(1) The county mayor;

(2) The director of schools or a designee appointed annually by the director;

(3) Two (2) physicians licensed to practice in the state of Tennessee, who shall be nominated by the medical society serving that county;

(4) One (1) dentist licensed to practice dentistry in the state of Tennessee, who shall be nominated by the dental society serving that county;

(5) One (1) pharmacist licensed to practice in the state of Tennessee, who shall be nominated by the pharmaceutical society serving that county;

(6) One (1) registered nurse licensed to practice in the state of Tennessee, who shall be nominated by the nurses association serving that county;

(7) The county health director and the county health officer shall serve as ex officio members to the board, with the county health director serving as secretary to the board. In the absence of a duly appointed county health director, the county health officer shall serve as secretary. In the absence of the duly appointed county health officer, the commissioner of health or the commissioner's designee shall serve in that capacity. The board shall elect a chair at its first meeting and annually thereafter. It is the duty of the chair to call all meetings of the board;

(8) The county legislative body may, by resolution, provide for the election of a doctor of veterinary medicine as an additional member of the county board of health. The county legislative body may also, by resolution, provide for the election of a citizen representative as another additional member of the county board of health. The citizen representative shall not, at the time of such citizen representative's election, previous to such citizen representative's election, nor during the term of such citizen representative's office, be a health provider or the spouse of a health provider; and

(9) In the event a nomination is not timely made, the county legislative body may proceed to elect an otherwise qualified member.

(b) All members, except ex officio members, shall be residents of the county. In the event that the required members are not available from within the county to serve on the board of health, the board would remain duly constituted.

(c) The members shall be appointed by the county legislative body for a term of four (4) years. All vacancies shall be filled by the legislative body to serve the remainder of the unexpired term. A majority of the board shall constitute a quorum.

(d) The county legislative body may remove an appointed member for cause.

(e) In counties which fail to establish an active board of health pursuant to subsection (a), the commissioner of health may establish a health advisory committee to function as provided in § [68-2-](#)

[802](#); however, the commissioner or the commissioner's designee retains all powers and duties of the board of health.

(f) The powers and duties of county boards of health are to:

(1) Govern the policies of full-time county health departments established in accordance with the provisions of this chapter;

(2) Through the county health director or the county health officer, or both, enforce such rules and regulations as may be prescribed by the commissioner essential to the control of preventable diseases and the promotion and maintenance of the general health of the county;

(3) Adopt rules and regulations as may be necessary or appropriate to protect the general health and safety of the citizens of the county. The regulations shall be at least as stringent as the standard established by a state law or regulation as applicable to the same or similar subject matter. Regulations of a county board of health supersede less stringent or conflicting local ordinances; and

(4) Require that an annual budget be prepared and, when this budget has been approved by the county board of health, submit the same to the county legislative body for consideration and subsequent provision of necessary funds to meet all obligations under the adopted budgets.

(g) Any county that, on July 1, 1985, has a board of health meeting the provisions of this section shall remain in existence without additional action on the part of the county legislative body, and any regulations adopted by this board prior to July 1, 1985, shall remain in full force and effect.

[Acts 1985, ch. 172, § 1; 1999, ch. 397, § 1; 2003 ch. 90, § 2; Acts 2003, ch. 90, § 2.]

George Harold Naramore, M.D., M.B.A., J.D.

1902 Kelton Lane
Maryville, Tennessee 37803

PERSONAL INFORMATION:

Spouse: Lee Ellen Naramore, M.D.
Daughter: Rachel Lee Naramore,

Date of Birth: 1961
Place of Birth: Columbus, Georgia

PROFESSIONAL EXPERIENCE:

Chief Medical Officer/In-House Legal Counsel BLOUNT MEMORIAL HOSPITAL 907 E. Lamar Alexander Parkway Maryville, TN	August 2009 – Present
Assistant Professor THE UNIVERSITY OF TENNESSEE Physician Executive MBA Program Knoxville, TN	January 2007 – July 2009
General Counsel/Staff Psychiatrist FRONTIER HEALTH Gray, TN	April 2008 – August 2009
Associate Attorney HUNTER, SMITH & DAVIS Kingsport, TN	August 2006 – April 2007
Medical Director & President of the Medical Staff WOODRIDGE HOSPITAL a division of Frontier Health Johnson City, TN	October 1, 199 – July 2003
Medical Director of Crisis Response Services WOODRIDGE HOSPITAL & FRONTIER HEALTH Johnson City, TN	1993 – 2003
Clinical Assistant Professor JAMES H. QUILLEN COLLEGE OF MEDICINE Johnson City, TN	1993 – 2003 & 2007 – Present
Chief Consultation Liaison Services FRONTIER HEALTH, Consultation at Johnson City Medical Center Johnson City, TN	1993 – 2002
Staff Psychiatrist WOODRIDGE HOSPITAL a division of Frontier Health Johnson City, TN	1993 – 2003
Medical Director of Adolescent Unit WOODRIDGE HOSPITAL a division of Frontier Health Johnson City, TN	1995 – May 2005

Staff Psychiatrist
MOUNTAIN PSYCHIATRIC CLINIC
Asheville, NC

1991 – 1993

Assistant Professor of Psychiatry
JAMES H. QUILLEN COLLEGE OF MEDICINE
Johnson City, TN

July 1991 – December 1991

COMMITTEES/BOARD:

Acute Care Committee
Blount Memorial Hospital

2009 – Present

Ethics Advisory Committee
Blount Memorial Hospital

2009 – Present

Infection Control Committee
Blount Memorial Hospital

2009 – Present

Physicians Performance Improvement Committee
Blount Memorial Hospital

2009 – Present

Patient Care Practices Committee
Blount Memorial Hospital

2009 – Present

Medical Executive Committee
Blount Memorial Hospital

2009 – Present

Board of Directors
Friends in Need
Kingsport, TN

2006 – 2009

Board of Directors
Coalition for Kids
Johnson City, TN

2007 – 2009

Chair, Performance Improvement Committee
Frontier Health

1999 – 2003

Chair, Medical Executive Committee
Frontier Health

1999 – 2003

Chair, Peer Review Committee
Woodridge Hospital a division of Frontier Health

October 1998 – 2003

Committee Member, The Child Fatality Review Team
Washington County Department of Health
Johnson City Health Center

March 2001 – 2003

Chair, QI/UR/MR Committee
Woodridge Hospital a division of Frontier Health

June 1996 – October 1998

Chair, Section of Neurology & Psychiatry
Southern Medical Association

1996

Vice Chair, Section of Neurology & Psychiatry
Southern Medical Association 1995 – 1996

Secretary, Section of Neurology & Psychiatry
Southern Medical Association 1992 – 1994

EDUCATION:

College of Law 2006
THE UNIVERSITY OF TENNESSEE
Knoxville, TN

Master of Business Administration 2002
THE UNIVERSITY OF TENNESSEE
Knoxville, TN

Medical Doctor 1987
JAMES H. QUILLEN COLLEGE OF MEDICINE
Johnson City, TN

Bachelor of Science 1983
EAST TENNESSEE STATE UNIVERSITY
Johnson City, TN

INTERNSHIP:

Psychiatry December 1987 – July 1988
JAMES H. QUILLEN COLLEGE OF MEDICINE
Johnson City, TN

Internal Medicine July 1987 – October 1987
UNIVERSITY OF FLORIDA
Gainesville, FL

RESIDENCY:

Psychiatry August 1988 – June 1991
JAMES H. QUILLEN COLLEGE OF MEDICINE
Johnson City, TN

CERTIFICATIONS:

National Board of Medical Examiners
Certificate Diploma

American Board of Psychiatry and Neurology
Certified January 1993
Certificate #26909

American Board of Adolescent Psychiatry
Certified May 3, 1996 – 2006

American Board of Psychiatry and Neurology, Addiction Psychiatry
Certified June 1997 – 2007

LICENSURE:

State of Tennessee Medical License MD019155

DEA
Tennessee Board of Professional Responsibility

BN1550955
BPR#025597

SPECIAL HONORS, AWARDS, DISTINCTIONS:

Award for Outstanding Academic Achievement Not for Profits	2006
Award for Outstanding Academic Achievement Law & Medicine Seminar	2005
Award for Outstanding Academic Achievement Constitutional Law	2004
Outstanding Clinical Faculty Member East Tennessee State University, Department of Psychiatry	2001 – 2002
Healthcare Heroes Award Monarch Pharmaceuticals & King Pharmaceuticals	2000
Outstanding Clinical Teacher East Tennessee State University, Department of Psychiatry	1999 – 2000
Tennessee Delegate American Society of Adolescent Psychiatry	1997
“40 Under 40 Award” Tri Cities Business Journal	1997
Cum Laude Graduate East Tennessee State University	1993
1 st Annual Louis A. Cancellaro Outstanding Performance Award For exemplary achievement during Psychiatry Residency	1991
Chief Resident, Psychiatry James H. Quillen College of Medicine	1989 – 1991
Resident of the Year James H. Quillen College of Medicine	1989 – 1990
Wilkins & Wilkins Award For academic achievement in Medical School	1987

TELEVISION PRESENTATIONS:

“Stress is what You Make of It” – Work Stress – How can I change stress”
“How to Deal with Anger in a Constructive Manner”
“Mental Health Needs in the Elderly” – Importance of physical exams, nutritional status, social needs, etc.
“Accessing Community Systems & Knowing when to Call”
“Reevaluating” – Keeping up with what’s good in your life & deciding When to make improvements
“Holiday Stress”
“Finding Time for the Family”
“Substance Abuse – How to Help when the Abuser Doesn’t Want Help”
“When the Caregiver Becomes the Caretaker”
“Setting Limits – Disciplining”

“When Does Anxiety Require Treatment/Intervention?”
“Getting a Grip on Anger/Temper”
“Coping with Adolescence – What Parents Can Expect”
“Blended Families, It Can Work”
“Recognizing & Dealing with Grief”
“Ways to Build Self Esteem”
“Seasonal Affective Disorder”
“Surviving Holidays”
“ADHD Can be Controlled”
“Teens & Depression”
“Helping Kids Stay Drug-Free”
“Setting Limits – A Parent’s Guide for Discipline”
“Sibling Rivalry”
“Child Abuse – The Hidden Bruises”
“Teaching Kids Anger Management”
“Helping Kids Deal with Major Changes in the Family”
“Eating Disorders”
“Making a Family Resolution to Reconnect”
“Single Parent Households – It CAN Work”
“Coping with Anxiety Disorder”
“Accessing Help for the Mentally Ill Family Member”
“Coping with the Change to Adolescence – From the Child’s Perspective”
“Teaching Latch-Key Kids Responsibility”
“Bringing Back the Dinner Hour”
“Helping Kids Stay Drug Free”
“Developing a Comprehensive Plan to Help Your Child with ADHD”
“Building Your Child’s Self-Esteem”
“When Your Child is Hanging Around with the Wrong Crowd”
“The Aging Parent and Dementia”
“Setting Achievable Goals for the Year”
“When your child Asks the Question – Is there Really a Santa Clause?”
“Alcoholism – The Whole Family Suffers”
“Teens and Depression”
“Children and Grief”
“Anger Management – Turning Loose of the Anger”
“ADHD in the Classroom – A Look at Meds in the Schools”
“Maintaining a Healthy State of Mind for the Senior”
“Developing a Stress-Free Lifestyle”
“Bringing Quality Time Back to the Family”
“Child Abuse – The Hidden Bruises”
“Sibling Rivalry”
“Panic Disorders”
“Self-Esteem and the Adolescent”
“Making Realistic Resolutions and Sticking to Them”
“Mending Family’s Disputes during the Holidays”
“Holiday Blues”
“Women and Depression”
“Depression”
“Back to School Issues – The Transition from Home to School or Attending a New School”
“How to Administer Discipline”
“Helping Blended Families Bond”
“Recognizing the Problem Teen”
“Alcohol, Drugs & the Adolescent”
“Manic Depression/Bipolar Disorder”

“ Building Self-Esteem”
“ADHD”

David A. Knoll
Internal Medicine

313 North Houston Street
Maryville, Tennessee 37801

Education

June 1996 Internal Medicine Residency Training Program
Wright-Patterson Air Force Base, Ohio
May 1993 M.D.- Emory University School of Medicine
Atlanta, Georgia
May 1989 B.S., Biology- The Citadel, Charleston, South Carolina
Magna Cum Laude, Phi Kappa Phi Honor Society
June 1985 Maryville High School, Maryville Tennessee

Military Service

1993 – 2000 USAF Medical Corps, Active Duty
1989 – 1993 USAF Medical Service Corps (USAF Reserve)

Professional

January 2008- Present Private Practice, Primary Care for Adults
April 2003- Present Medical Director
Blount Transitional Care Center
March 2006- Present Medical Director
Shannondale Retirement Community
January 2004 – Present Chairman, Formulary Committee
Blount Memorial Hospital
June 2000- December 2007 Internal Medicine Hospitalist
Blount Memorial Hospital
2002 President Blount County Medical Society
2001 Secretary/Treasurer Blount County Medical Society
August 1996- June 2000 6th Medical Group, MacDill AFB, Florida
Internal Medicine Physician
Chief, Internal Medicine Department
Cardiopulmonary Lab Medical Director

Administrative Taskings:
Chairman, Morbidity and Mortality Committee
Member, Executive Committee of the Medical Staff
Promoted to rank of Major, USAF

BUDGET TRANSFERS

(COMMISSION ACTION NEEDED)

<u>FUND</u>	<u>AMOUNT</u>	<u>BUDGET COMMITTEE</u>	<u>VOTE</u>
131 – Hwy. Dept. Oper/Maint. Equip.	\$ 40,800.00	Recommended	5 - yes
101 – Gen County Records	\$ 3,500.00	Recommended	5 - yes
101 – Gen County Sheriff's Dept.	\$350,000.00	Recommended	5 - yes
101 – Gen County Other Charges	\$ 4,000.00	Recommended	5 - yes
112 – C'house/Jail Maint. Other Charges	\$ 25.00	Recommended	5 - yes

Between Cost Centers

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2009 - 2010

Fund Number 131 Cost Center Number 63100
Fund Name Highway Cost Center Name Op & Maint. of Equip

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Transfer to:	131-063100-500105-0	Supervisor/Director	\$2,000.00
	131-063100-500141-0	Foreman	2,900.00
	131-063100-500142-0	Mechanics	14,000.00
	131-063100-500150-0	Nightwatchmen	2,200.00
	131-063100-500187-0	Overtime	9,000.00
	131-063100-500201-0	Social Security	500.00
	131-063100-500204-0	State Retirement	1,200.00
	131-063100-500205-0	Employee Insurance	7,400.00
	131-063100-500207-0	Employee Insurance - Health	1,600.00
		Total To:	

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Transfer from:	131-062000-500143-0	Equipment Operators	\$4,200.00
	131-062000-500144-0	Equip Operators - Heavy	7,900.00
	131-062000-500145-0	Equip Operators - Light	18,000.00
	131-062000-500201-0	Social Security	500.00
	131-062000-500204-0	State Retirement	1,200.00
	131-062000-500207-0	Employee Insurance - Health	1,600.00
	131-062000-500211-0	Employee Benefits - Retirees	7,400.00
		Total From:	

Reason for requested transfer:

Account Dept. oversight of payroll accrual.

Note:
Total transferred to
must agree with
total transferred
from.

Signature of Department Head [Signature] Date 6/2/2010
Signature of County Mayor _____ Date _____

Between Cost Centers

Blount County, Tennessee
REQUEST FOR BUDGET TRANSFER
Fiscal Year 2009-2010

Fund Number 101 Cost Center Number 51910
Fund Name Gen Co Cost Center Name Records

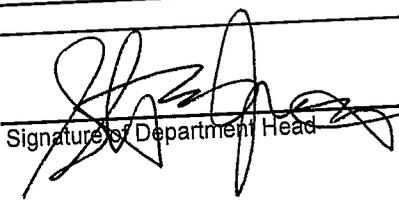
Transfer to:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051910-500205-0	Dep-Health Insurance	3500.00
Total Transferred to:		3,500.00

Transfer from:

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1010519005003990	Other Contracted Services	3,500.00
Total Transferred from:		3,500.00

Reason for Transfer Request: Employee picked up dep insurance mid year

 6/4/10
Signature of Department Head Date

Note:
Total transferred to
must agree with total
transferred from.

Signature of County Mayor Date

BUDGET INCREASES/DECREASES

(COMMISSION ACTION NEEDED)

<u>FUND</u>	<u>AMOUNT</u>	<u>BUDGET COMMITTEE</u>	<u>VOTE</u>
101 – Gen County Indigent Billing	\$582,409.12	Recommended	5 - yes
101 – Gen County Misc.	\$ 25,000.00	Recommended	5 - yes
141 – GPSF Reg. Education	\$175,000.00	Recommended	5 - yes

RESOLUTION NO. 10-06-011

Sponsored by: Commissioners Steve Samples and John Keeble

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds for Indigent billing through June 2010.

WHEREAS, it is deemed to be in the best interest of Blount County to amend the General County Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of June, 2010 that the General County Fund Budget shall be amended as follows:

Revenue:

101-0-455401-51900 General Sessions Fees.....\$582,409.12

APPROPRIATION:

101-051900-500332-51900 Legal Notices\$582,409.12

Duly authorized and approved this 17th day of June, 2010.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____

County Mayor

Date

P. 122

Blount County, Tennessee
REQUEST FOR BUDGET INCREASE/DECREASE
Fiscal Year 2009-2010

Fund Number 101 Cost Center Number 51900
Fund Name Gen. Co. Cost Center Name Other Gen Adm

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-051900-500332-51900	Legal Notices	582,409.12
Total Appropriation:		582,409.12

AT

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-0-455401-51900	General Sessions Fees	582,409.12
Total Estimated Revenue:		582,409.12

ET

Reason for requested increase/decrease:
Indigent billing through June 2010. 101-0-281001-0
101-0-141000-0

+

Note:
Total appropriation
must agree with total
estimated revenue.

Signature of Department Head [Signature] Date _____

Indigent Billing
Blount Co. Government
Through June 2010

Date	Vendor #	Amount
04/03/09	33390	\$ 52,462.00
04/06/09	33390	28,895.00
06/08/09	33390	34,451.65
01/06/10	9450	26,143.00
01/06/10	143710	5,617.00
01/13/10	9449	59,085.50
01/28/10	33390	31,241.00
02/10/10	9449	14,100.00
02/18/10	9450	32,758.26
03/02/10	9450	70,703.00
03/03/10	143710	13,170.00
04/05/10	9450	44,300.00
04/05/10	143710	4,534.00
04/08/10	9450	22,278.00
04/29/10	9449	37,763.71
04/29/10	9449	2,400.00
04/29/10	9450	39,434.00
04/29/10	143710	9,886.00
05/25/10	9449	16,100.00
05/27/10	9450	31,624.00
05/27/10	143710	5,463.00
		<u>\$ 582,409.12</u>

RESOLUTION NO. 10-06-012

Sponsored by: Commissioners Steve Samples and John Keeble

A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.

WHEREAS, Blount County would like to amend the General County Fund Budget to appropriate funds for underestimations in both Appropriations and Estimated Revenues in General Fund for current fiscal year.

WHEREAS, it is deemed to be in the best interest of Blount County to amend the General County Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of June, 2010 that the General County Fund Budget shall be amended as follows:

Revenue:

101-0-456101-0 Trustee Fees\$25,000.00

APPROPRIATION:

101-058900-500510-0 Trustee Commissions.....\$25,000.00

Duly authorized and approved this 17th day of June, 2010.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____

County Mayor

Date

Blount County, Tennessee
REQUEST FOR BUDGET INCREASE/DECREASE
Fiscal Year 2009-2010

Fund Number 101
Fund Name General Liability

Cost Center Number 58900
Cost Center Name Miscellaneous

	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Appropriation:	101-058900-500510-0	Trustee Commissions	25,000.00
	Total Appropriation:		\$25,000.00

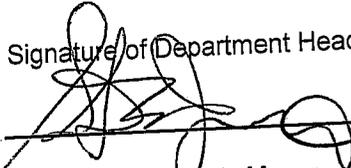
	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
Estimated Revenue:	101-0-456101-0	Trustee Fees	\$25,000.00
	Total Estimated Revenue:		\$25,000.00

Reason for requested increase/decrease:

Underestimated both Appropriations and Estimated Revenues in General Fund for current fiscal year.

Note:
Total appropriation must agree with total estimated revenue.

Signature of Department Head Date

 6/4/10

Signature of County Mayor

Date

RESOLUTION NO. 10-06-013

Sponsored by: Commissioners Steve Samples and John Keeble

A RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND BUDGET.

WHEREAS, Blount County would like to amend the General Purpose School Fund Budget to appropriate funds for an increase in bonus payments for higher than expected retirees due to elimination of retiree bonus payments for FY 10-11.

WHEREAS, it is deemed to be in the best interest of Blount County to amend the General Purpose School Fund Budget as requested.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17th day of June, 2010 that the General Purpose School Fund Budget shall be amended as follows:

Revenue:

141-000000-499998 Use of Fund Balance.....\$175,000.00

APPROPRIATION:

141-071100-500188 Bonus Payments.....\$175,000.00

Duly authorized and approved this 17th day of June, 2010.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____

County Mayor

Date

Blount County, Tennessee
REQUEST FOR BUDGET INCREASE/DECREASE
Fiscal Year 2009-2010

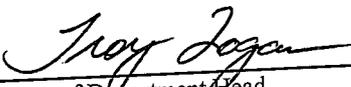
Fund Number 141 Cost Center Number 71100
Fund Name GPSF Cost Center Name Regular Education

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
141-071100-500188	Bonus Payments	175,000.00
Total Appropriation:		175,000.00

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
141-000000-499998	Use of Fund Balance	175,000.00
Total Estimated Revenue:		175,000.00

Reason for requested increase/decrease:
Increase bonus payments for higher than expected retirees due to elimination of retiree bonus payments for FY 10-11.

Note:
Total appropriation
must agree with total
estimated revenue.



Signature of Department Head

5-26-10

Date

"Approved By The Board Of Education" 6-3-10

Resolution: 10-06-009

Sponsors: John Keeble and Kenneth Melton

A RESOLUTION RELATING TO AN APPLICATION TO THE TENNESSEE STATE SCHOOL BOND AUTHORITY FOR A LOAN OF PROCEEDS OF QUALIFIED SCHOOL CONSTRUCTION BONDS

WHEREAS, the American Recovery and Reinvestment Act of 2009 added Section 54F to the Internal Revenue Code of 1986, as amended (the "Code"), which provides for a new type of tax credit bonds referred to in said section as "qualified school construction bonds" ("QSCBs"); and

WHEREAS, Section 54F(c) of the Code provides for a national limitation on the principal amount of QSCBs for 2010 of \$11.0 billion, and further provides for the Secretary of the Treasury of the United States (the "Secretary") to allocate such national qualified school construction bond limitation for 2010 among the states and the "large local educational agencies" based on the respective amounts each state or large local educational agency is eligible to receive 1124 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6333) for 2009; and

WHEREAS, Section 54F(d)(1) of the Code permits a state to either issue QSCBs in an amount not exceeding the national limitation allocated to it, either directly or through an instrumentality, or reallocate such allocation to governmental entities with the state; and

WHEREAS, Section 49-3-1212 of Tennessee Code Annotated (the "TCA") provides that QSCBs in Tennessee may only be issued by the Tennessee State School Bond Authority (the "Authority"), which may make loans from the proceeds of the sale of its QSCBs to Tennessee cities and counties ("QSCB Loans"); and

WHEREAS, the Board of County Commissioners of Blount County, Tennessee (the "County") has heretofore approved the construction and equipping of Prospect School (the "School Project") and has indicated its intent to apply for a QSCB Loan to finance costs of the School Project up to the amount of \$12,755,000, including the reimbursement of costs previously paid by the County to the extent permitted by applicable laws and regulations; and

WHEREAS, the Authority is now accepting applications for QSCB Loans, and the County desires to apply for a QSCB Loan in the amount of \$14,755,759 to finance all or a portion of the costs of the School Project; and

WHEREAS, in order to submit such application, the County must submit a letter with the application for the QSCB Loan (the "Application Letter"), along with other application materials to the Authority, in which the County acknowledges certain requirements to receiving a QSCB Loan, including without limitation an acknowledgement that the QSCB Loan will be secured by a general obligation pledge of the County; and

WHEREAS, the Board of County Commissioners of the County desires to approve the submission of an application for a QSCB Loan and to authorize the County Mayor and other officers of the County to prepare and execute such documents as are required to apply for a QSCB Loan.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County as follows:

Section 1. The Board of County Commissioners hereby approves the submission of an application for a QSCB Loan in the principal amount of \$14,755,759.

Section 2. The County Mayor and other officers of the County are hereby authorized to prepare, execute and submit such documents and other materials, including an Application Letter, as are necessary or desirable to apply for a QSCB Loan. Without limiting the foregoing, the Application Letter shall state that it is the County's intent to provide a general obligation pledge to secure the payment of the QSCB Loan upon compliance with applicable requirement of Tennessee law.

Section 3. This maximum amount of the QSCB Loan referenced in the resolution adopted by the Board of County Commissioners on November 19, 2009 is hereby increased from \$12,755,000 to \$14,755,759.

Section 4. This resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 17th day of June, 2010.

CERTIFICATION OF ACTION

ATTEST

Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date



STATE OF TENNESSEE

COMPTROLLER OF THE TREASURY

STATE CAPITOL

NASHVILLE, TENNESSEE 37243-9034

PHONE (615) 741-2501

Justin P. Wilson
Comptroller

Date: May 19, 2010

To: Members of the Tennessee General Assembly
Tennessee County Mayors
Tennessee City Mayors
Tennessee Directors of Schools

From: Justin P. Wilson, Comptroller of the Treasury and
Secretary, Tennessee State School Bond Authority

Re: Application Materials for the 2010 Qualified School Construction Bond Program

I am pleased to advise you that the Tennessee State School Bond Authority (the "Authority") has approved the Qualified School Construction Bond (QSCB) program for calendar year 2010 that will provide low- or no-interest loans of up to \$20 million for school systems to build new schools or to rehabilitate or repair existing ones. These loans will be made from the proceeds of the QSCBs issued by the Authority. QSCBs are similar to the Qualified Zone Academy Bonds (QZABs) with which you may be familiar, but the QSCBs are much less restrictive. QSCBs were created by the American Recovery and Reinvestment Act of 2009 (ARRA) signed into law by President Obama on February 17, 2009. TCA § 49-3-1212 designates the Authority as the issuer of QSCBs for the State of Tennessee. The Authority has structured the program based on current guidance from the federal government. Should additional information be provided by the federal government, the TSSBA will post the information on its website.

The total bonding authority available to Tennessee for 2010 is \$204.8 million of which \$85.7 million has been allocated by the federal government to the Knox County School System, Memphis City Schools and the Metropolitan Nashville and Davidson County (Tennessee's only three school systems included in the 100 school districts nationally with the largest number of school-aged children living below the poverty line). Otherwise, eligibility for QSCBs, unlike some other ARRA programs, is not dependent on size or poverty levels. The remainder is available for all other Tennessee school systems through a competitive selection process that will be conducted by the Authority with assistance from the staff of the Tennessee Advisory Commission on Intergovernmental Relations (TACIR).

Attached is a copy of the application along with a tentative time line that the Authority expects to follow to complete the sale of the bonds and fund the approved projects. The application

describes the program and explains how to apply for a loan through the Authority. The Authority expects to make loans from a minimum amount of \$2 million to a maximum amount of \$20 million.

As explained in the application, proceeds of QSCBs may be used only for

- construction, rehabilitation, or repair of public school facilities;
- acquisition of land for QSCB-funded public school construction projects; and
- equipment to be used in connection with QSCB-funded public school projects.

For purposes of scoring the applications, proposed projects will be divided into two groups: (i) construction projects and (ii) rehabilitation or repair projects. The same criteria will be used for both groups, but the weighting will be slightly different as indicated in the attached application and program criteria.

QSCB funds may be used for publicly-owned facilities that house charter schools; however, loans will be made only to the county or city governments that own those facilities, not directly to the charter schools. If you have eligible charter schools in your district, please ensure that their officials are aware of this program.

Tennessee's Application Process

The Local Education Agency (LEA) and Local Government Unit (LGU) must deliver a completed application to the TSSBA by 4:30 p.m. on **June 16, 2010**. An information session will be held on **Thursday, May 27, 2010** at 1:30 p.m. in Room 29 of the Legislative Plaza to answer questions about the program. If, after the information session, you have additional questions, please contact:

Mary-Margaret Collier
Phone: 615-747-5370
mary.margaret.collier@tn.gov

I hope that several of Tennessee's schools will be able to benefit from this opportunity.

The following documents are attached to this memo:

- QSCB Expected Time Line
- QSCB Instructions and Application
- QSCB Evaluation Criteria
- QSCB Financial Eligibility Calculation Form
- Useful Links to QSCB Information

QUALIFIED SCHOOL CONSTRUCTION BONDS

EXPECTED TIME LINE

TSSBA approval of criteria and pkg.	5/13/10
Applications Distributed to LEAs	5/19/10
Information Session	5/27/10
Application Deadline	6/16/10
Completion of TSSBA staff review of applications	6/30/10
Results presented to TSSBA for approval	7/07/10
Bond Sale	Week of 09/13/10



May 19, 2010

**TENNESSEE STATE SCHOOL BOND AUTHORITY
INSTRUCTIONS FOR PREPARING A
QUALIFIED SCHOOL CONSTRUCTION BOND APPLICATION**

Overview

The Tennessee State School Bond Authority (the "Authority") is pleased to announce the availability of the application for the 2010 Qualified School Construction Bonds (QSCBs). QSCBs are authorized by the federal government through the American Recovery and Reinvestment Act (ARRA) of 2009.

In 2009, the Authority issued QSCBs totaling \$177,000,000, the proceeds of which were loaned to 13 local government units to finance the improvement or construction of certain eligible public schools and costs of issuance for the Series 2009 Bonds. Each borrower executed a loan agreement pursuant to which it agreed to pay the principal of and interest on its loan and pledged to such payments its full faith and credit and unlimited taxing power and its unobligated state-shared taxes in the event of non-payment.

The Series 2009 QSCBs were issued as tax credit bonds under which bondholders received federal tax credits in lieu of regular interest and a supplemental coupon in the amount of 1.515%. However, in March 2010, the President signed into law the Hiring Incentives to Restore Employment (HIRE) Act of 2010, which includes a provision to expand financing options for QSCBs. Specifically, the HIRE Act provides a new cost-effective option for the Authority to issue QSCBs as taxable bonds with respect to which the issuer will receive a direct payment subsidy from the U.S. Treasury in respect of the stated interest coupon, similar to Build America Bonds (BABs). The direct subsidy to the issuer will be in an amount equal to the lesser of the interest rate paid on the bonds or the credit rate as of the date of the bond sale. The credit rate is set daily and the maximum maturity is set monthly by the United States Department of the Treasury. This information is published at <https://www.treasurydirect.gov/GA-SL/SLGS/selectOTCDate.htm>. As of May 19, 2010 the credit rate was 5.42% and the maximum maturity was 17 years.

The United States Secretary of the Treasury has allocated an amount equal to \$204,836,000 (the "Allocation") of qualified school construction bonds for issuance in the State in calendar year 2010. A portion of the Allocation was directly allocated to the Knox County School System in the amount of \$11,979,000, the Memphis City School System in the amount of \$49,710,000, and the Nashville-Davidson County School System in the amount of \$24,016,000. In addition, a carryover in the amount of \$7,606,000 from the 2009 bond allocation may be issued in calendar year 2010, resulting in the total amount available to finance the improvement or construction of certain eligible public schools of \$212,442,000, including costs of issuance.

The Authority is empowered to issue QSCBs in 2010, and the QSCBs will be issued under the Tennessee State School Bond Authority Act, Title 49, Chapter 3, Part 12, Tennessee Code Annotated, as amended (the "Act") and the Tennessee State School Bond Authority Qualified School Construction Bonds General Bond Resolution. The Authority anticipates the issuance of QSCBs through a dedicated pooled financing to eligible Local Government Units (LGUs) which must be counties or cities. The Authority will issue QSCBs for the State allocation and the allocations to Knox County, the City of Memphis and Nashville-Davidson County School Systems in a total amount of not to exceed \$212,442,000, including costs of issuance. The Authority expects to make approximately 10 to 15 loans prior to the end of this calendar year in amounts as small as \$2 million and as large as \$20 million to LGUs to benefit school systems and special school districts (SSDs) throughout the State, herein defined collectively as Local Education Agencies (LEAs). The Authority also expects to make loans for the benefit of the Knox County School System, the Memphis City School System, and the Nashville-Davidson County School System in amounts at least equal to their original allocations and allocable carryover. Eligible LGUs and the amounts of loans benefiting the LEAs will be identified before the issuance of the QSCB financing.

Under the Act and policies adopted by the Authority, the LGUs must pledge their full faith and credit and unobligated state-shared taxes to the repayment of the loans from the QSCB proceeds. Consequently, loans will not be made directly to LEAs because of their restricted or complete lack of authority to levy taxes. If an LEA desires to benefit from the proceeds of the QSCBs, then it must ask an LGU to borrow on its behalf. For some LEAs, especially SSDs, this may involve entering into an interlocal agreement with the LGU. The LGU must authorize the issuance of the debt in compliance with all federal, state, and local regulations. TCA § 49-3-1206(d)(2) states "Counties having a city or cities operating schools independent of the county or having special school districts operating schools independent of the county shall not be required to share proceeds of any loan agreement of a school credit bond project, notwithstanding any other law to the contrary." TCA § 49-3-1212 also designates the Authority as the issuer of QSCBs for the State of Tennessee.

Please read the following information carefully. It describes how proceeds from QSCBs can be used and how to apply for them. Applications for the 2010 allocation must be delivered to the Authority no later than 4:30 p.m. on **June 16, 2010**. For additional resources and information, refer to the Authority's website at <http://tn.gov/comptroller/bf/bftssba.htm>. Select Qualified School Construction Bonds, 2010 Program.

GENERAL REQUIREMENTS

Proceeds of QSCBs are used to fund loans limited to the following purposes:

- construction, rehabilitation, or repair of public school facilities
- acquisition of land for a QSCB-funded construction project
- equipment to be used in connection with a QSCB-funded project

An LEA (the "Applicant"), upon receiving a commitment from its LGU to borrow from the Authority, may apply for a loan of QSCB proceeds on behalf of more than one school within its system. The Applicant should submit a single Form A for the school system as a whole and a separate Form B for each project. During the initial evaluation process, the minimum loan size will be \$2,000,000 and the maximum loan size will be \$20,000,000 (or, in the case of Knox County, City of Memphis and

Nashville-Davidson County school districts, the amount of their separate QSCB allocations). Requests for additional funding will be considered after all initial applications have been scored and approved.

Note: The LGU may borrow from the Authority on behalf of a charter school if the charter school is housed in a publicly owned building.

Applications will be evaluated by the Authority using the competitive criteria outlined in Section VIII of the application. For scoring purposes, projects will be divided into two groups: Construction projects will be scored separately from rehabilitation and repair projects. After review of the loan applications and consideration of the recommendations from staff of the Tennessee Advisory Commission on Intergovernmental Relations (TACIR) and staff of the Authority, the Authority will determine and approve the loans to be funded. The Authority will be the issuer of the bonds and will make every effort to sell the bonds in a timely and efficient manner; however, economic conditions, the timing of the release of relevant rules by the federal government or market occurrences could prevent, delay or otherwise affect the sale and thereby prevent funding of the loans to the LGUs.

Application Submission and Deadline

Applications will be accepted until 4:30 p.m. on **June 16, 2010**. Applications must be delivered to the Authority on or before the deadline date and time. A letter of approval by your legislative body is required for consideration of your loan request (see Section III, page 11 of the application). This letter must be provided to the Authority by **June 30, 2010**. In addition to complying with the application deadline, any LEA that must enter into an interlocal agreement with its respective LGU must provide the executed interlocal agreement to the address below by **July 30, 2010**.

	<u>Date Due</u>
Application Deadline	June 16, 2010
Approval by Local Legislative Body	June 30, 2010
Executed Interlocal Agreement (if any)	July 30, 2010

AN ORIGINAL, FIVE HARD COPIES AND A PDF COPY ON CD OF THE APPLICATION PACKET SHOULD BE SENT TO THE FOLLOWING ADDRESS:

QSCB
Office of State & Local Finance
Comptroller of the Treasury
16th Floor, James K. Polk Bldg.
505 Deaderick St.
Nashville, TN 37243-0273

Please respond completely to all items contained in this packet to ensure that the application can be processed without delay.

Application Contents and Sequence

The sequence of the application should be as follows:

- 1. Cover page in any reasonable form selected by the Applicant** indicating the date of application and the contact information for both the Applicant and the Applicant's director of schools.
- 2. Completed Qualified School Construction Bond Application Form and Attachments.** The applications must be signed and dated by the director of schools and the school board chair or president.
- 3. Letter(s) of Commitment to borrow from responsible local government official on behalf of the LGU, agreeing to pledge its full faith and credit and unobligated state-shared taxes to repayment of the loan from the Authority.**

If any applicant has questions about this application, please contact Mary-Margaret Collier at 615-747-5370.

A meeting will be held on **Thursday, May 27, 2010** at 1:30 p.m. to address any questions or concerns. The meeting will be held in Room 29 of the Legislative Plaza, Nashville, Tennessee. Video-streaming will be provided if Legislature is not in session; otherwise, there will be no video-streaming and the meeting will not be recorded for viewing at a later date.

STEPS TO OBTAINING A QSCB LOAN

To qualify for the low-cost financing afforded through the QSCB program, the Applicant should take the following steps:

- To determine the Applicant's eligibility to apply for a QSCB loan, the LGU must determine that it meets the financial requirements of the program. Once the eligibility form is completed, it must be provided in hard copy along with the application. In addition, the eligibility form must be included on the CD as a separate Excel file. Go to <http://tn.gov/comptroller/bf/tssbaqscbp2010.htm>, select Financial Eligibility Calculation and follow the instructions to determine financial eligibility.
- The Applicant identifies eligible costs that may be financed with the proceeds of QSCBs, namely
 - construction, rehabilitation, or repair of public school facilities;
 - acquisition of land for a QSCB-funded public school construction project; and
 - equipment to be used in connection with a QSCB-funded public school project.

Note: QSCBs may only be issued to finance costs properly allocable to (1) the construction, rehabilitation or repair of a public school facility, (2) the acquisition of land on which such a facility is to be constructed with part of the proceeds of the bonds, and (3) the acquisition of equipment to be used in connection with such portion or portions of the public school facility that is being constructed, rehabilitated or repaired with the proceeds of the QSCBs.

A public school facility may include such components as parking, gym and administrative offices if they are used for the facility being constructed, rehabilitated or repaired. Gyms may be separate structures, but must be dedicated to public school purposes and not be multi-purpose community facilities. Equipment (including portable or other computers) must be used in the portion or portions of the public school facility being constructed, rehabilitated or repaired; accordingly, computers or other equipment used in other portions of the facility, if applicable, or to be used off-site cannot be financed.

Federal regulations limit the use of QSCB bond proceeds to reimburse expenditures made prior to the submission of the loan application. If you intend any such reimbursement, it must be clearly and specifically identified as such in the application. The Authority will determine whether the reimbursement portion of projects may be funded.

QSCB loans are for original expenditures and eligible reimbursements only and may not be used to refinance outstanding debt issued for these purposes.

3. The Applicant prepares the application package and requests a QSCB loan from the Authority in an amount equal to the amount the LGU expects to require with respect to the project plus 2% of the amount requested to cover the Authority's cost of issuance of the bonds. The aggregate of these amounts will be the amount of the loan, if awarded. If the application is approved, the Authority will notify the LGU and the Applicant of the amount of the QSCB loan to be awarded.
4. The Authority will provide the LGU with the repayment structure of the loan. The U.S. Treasury Department sets the maximum maturity of the loan. As of May 19, 2010, the maximum maturity was 17 years. The LGU may consult with its financial advisor or the Authority in this process; however, any costs related to these services will not be paid with QSCB proceeds. The loan from the Authority to the LGU will bear a taxable rate of interest equal to the taxable rate of the QSCBs. The HIRE Act now allows issuers of QSCBs to elect to receive a direct payment subsidy from the federal government and it is anticipated that these subsidy payments to the Authority after a proportional crediting to each borrowing LGU will eliminate most or all of the interest costs of the loan to the LGU; however, the principal amount of the loan plus any interest must be repaid whether or not the Authority receives the subsidy from the federal government. The federal government has the right to deduct from the subsidy any amounts payable to it by the State and certain State agencies including the Authority; historically, these amounts have been small and most often later reimbursed.
5. At the appropriate time, the governing body of the LGU and the Applicant will be expected to adopt resolutions to approve the QSCB loan and use of the loan proceeds for the qualifying project. The resolutions will be prepared by bond counsel to the Authority. The preparation cost of the resolutions will be covered by the LGU's pro rata share of the costs of issuance. Other LGU and Applicant costs will not be funded from QSCB loan proceeds.
6. The Applicant provides the Authority with an estimated draw schedule for the use of proceeds that illustrates compliance with the spending requirements. (See Federal and State Requirements for QSCBs below.)
7. Upon the sale and issuance of the QSCBs, the Authority will retain and invest the bond proceeds in the Local Government Investment Pool (LGIP) until the LGU requests reimbursement for payment

of project costs. Payment for project costs will be made only upon receipt of appropriate documentation and approval by the Authority or its designee.

8. Loan proceeds of each respective LGU will be reduced by its pro rata share of the costs of issuance and project cost payments.
9. The LGU is required to repay the loan to the Authority in accordance with an amortization schedule established by the Authority in compliance with federal tax laws. Loan repayments include principal of and interest on the loan, administrative expenses and any and all other amounts payable by the borrower under loan agreements with the Authority, including amounts attributable to any additional payments, investment losses and redemption price or the borrower's proportionate share of the foregoing. The LGU will be responsible for paying any additional cost it incurs for its local counsel or financial advisor. These costs cannot be paid from the QSCB loan proceeds.

FEDERAL AND STATE REQUIREMENTS FOR QSCBS

Each participating LGU/LEA is responsible for complying with Tennessee's statutes and U.S. Department of Education and U.S. Department of Treasury requirements relating to the issuance of QSCBs. Specifically,

1. Compliance with Davis-Bacon and Related Acts. Section 1606 of the ARRA requires that "all laborers and mechanics employed by contractors and subcontractors on QSCB-funded projects shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code." The Davis-Bacon Act directs the U.S. Department of Labor (DOL) to determine such locally prevailing wage rates. A "project" for Davis-Bacon coverage purposes includes generally all contracts that are related in purpose, time and place. Consequently, even if a project is financed only in part by QSCB proceeds, it is likely that compliance with Davis-Bacon will be required for all closely related contracts that are not distinct. **These requirements may be different than those imposed by the State of Tennessee.**

Compliance with the Davis-Bacon Act may increase the costs of the project. For more information about the Davis Bacon Act, including DOL Memorandum No. 208 ("Applicability of Davis-Bacon labor standards to construction financed with the proceeds of certain tax-favored bonds under section 1601 of Division B of the American Recovery and Reinvestment Act of 2009"), please refer to the DOL's website at: <http://www.dol.gov/compliance/laws/comp-dbra.htm> or <http://www.dol.gov/whd/recovery/index.htm>

2. Spending Expectations. Section 54A(d)(2) of the Internal Revenue Code requires reasonable expectations as of the date of issuance of the bonds that,
 - 100% of the available project proceeds will be spent for one or more qualified purposes within three years from the date the bonds are issued, and,
 - within six months of the bond issuance, the school district will have entered into contracts for expenditure thereafter of QSCB funds equal to at least 10% of the loan amount.
3. Use for Qualified Purposes. The facilities and equipment financed with QSCB proceeds must be used at the outset and must continue to be used for public school purposes.

4. Redemption with Non-spent Proceeds. Proceeds allocable to each LGU, including investment earnings on these proceeds, must be spent within 3 years of the date QSCBs are issued or used within 90 days after the end of this period to redeem QSCBs. Any redemption premium required in connection with this redemption, including a make-whole call provision, must be contributed from available funds other than unspent proceeds. If a make-whole call provision is necessary to sell the QSCBs and the call is exercised, the redemption premium amount could be substantial. For more information related to make-whole redemption provisions, contact the Office of State and Local Finance.

Bond counsel for the Authority will prepare certificates and agreements for signature by the LGU to evidence compliance with all requirements. Each applicant must commit to meet the federal and state requirements relating to the issuance of QSCBs.

Failure to Comply

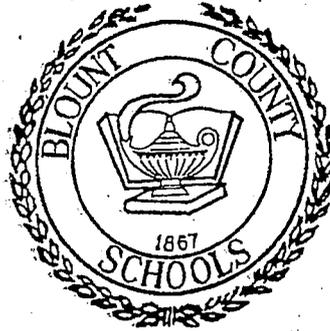
Failure by the LGU/LEA to comply with federal requirements for the QSCBs may result in the acceleration of all or a portion of the QSCB issue, causing it to become due and payable by the LGU upon short notice and, in unusual and extreme circumstances, may result in a liability to bond holders and others in excess of the LGU's actual borrowing.

Other Fees and Charges

The Division of Real Property Administration (RPA) of the Tennessee Department of Finance and Administration will review and approve all requests for reimbursement of project costs. RPA's fees for services will be capitalized as costs of issuance during the first year of the project. In the subsequent years and until project completion, the RPA fees will be paid by the LGU as a part of the annual administrative fee to the Authority.

Administrative Fees: Borrowers will be charged administrative fees of 20 to 25 basis points of the loan amount during the construction period. These fees will cover the administration of the loan by the Authority and the review and approval process of the payment requests from the borrowers. Once construction has been completed, the fee will be reduced to an annual fee of 10 basis points for the administration of the loan.

Director of Schools
Mr. Rob Britt



**BOARD OF
EDUCATION**

Chris Cantrell
John P. Davis, Jr.
Charles Finley
Brad K. Long
Dr. Don McNelly
Mike Treadway
Rob Webb

(865) 984-1212
FAX (865) 980-1002

831 GRANDVIEW DRIVE
MARYVILLE, TENNESSEE 37803

June 11, 2010

Tennessee State School Bond Authority

Dear Members of the Tennessee State School Bond Authority and Staff:

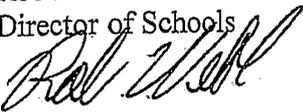
Please find enclosed an application for QSCB financing from the Blount County School System (LEA), sponsored and supported by the governing and funding body of Blount County, the County Commission (LGU). The application requests \$15,050,895 (includes \$14,755,779 costs of project plus \$295,116 pro rata share of costs of issuance) to pay for the acquisition of land in the eastern part of Blount County, and for the construction and equipping of Prospect School upon this site. This Elementary School has been part of Blount County School's long term capital plan for many years. It is very much required to relieve serious overcrowding at the Porter Elementary school, and to bring this part of the County's elementary education into compliance with Academic Capacity Standards. This is explained in detail in section VIII of the application materials.

Please note that a portion of this total amount is for reimbursement of funds already spent. The land was acquired in May 2008 for \$1.3 million and site preparation began in December 2009, following County Commission's Bond resolution approval in November 2009. Through May 2010, \$1.5 million has been spent for Site Prep and the pouring of foundations.

The County Commission is fully supportive as the funding LGU, and you will find attached the resolution to approve this application at regular session of County Commission on June 17. This item was placed on the Agenda at the Agenda Work Session on June 10, for a vote of approval on the 17th. The resolution commits to provide a general obligation pledge of the County to the QSCB financing. You will also find attached as Annex II, a letter pledging repayment of the loan as the funding LGU with full recognition that the County's State Shared Taxes are pledged as collateral against this loan.

Thank you for your full consideration of our application


Rob Britt
Director of Schools


Rob Webb
Blount County School Board Chairman

FORM A

QUALIFIED SCHOOL CONSTRUCTION BONDS
Application for Receipt of Proceeds of Qualified School Construction Bonds
Tennessee State School Bond Authority

School System Name Blount County Schools

School System Number 050

SECTION I: GENERAL INFORMATION

Director/Superintendent _____ County Blount
Mr. Rob Britt

Mailing Address (Street, City, State, Zip Code)
831 Grandview Drive, Maryville, Tennessee 37803

Telephone Number (Area Code & Number) _____ Fax Number (Area Code & Number) _____
(865) 984-1212 (865) 980-1005

Name & Title of Contact Person _____ E-mail Address _____
Dr. Brian Bell, Assistant Director of Schools bellb@blountk12.org

Mailing Address (Street, City, State, Zip Code)
831 Grandview Drive, Maryville, Tennessee 37803

Telephone Number (Area Code & Number) _____ Fax Number (Area Code & Number) _____
(865) 980-1012 (865) 980-1005

Amount of Allocation Requested for Qualified School Construction Bond Issue ¹
\$15,050,895 (includes \$14,755,779 costs of project plus \$295,116 est. pro rata share of costs of issuance)

¹ Subject to increases for the borrower's pro rata share of the Authority's costs of issuance.

SECTION III: LOCAL GOVERNMENT APPROVAL

1. Please attach a letter from the city or county that will provide the security for this debt stating that the local government
- is the actual borrower;
 - commits to provide a general obligation pledge;
 - acknowledges that state shared taxes will be intercepted in the event of failure to pay timely any debt service or administrative fees;
 - will use one hundred percent of the proceeds of this loan, plus interest earnings, for ~~qualified construction, rehabilitation, or repair of a public school facility; or for the acquisition of land on which such a facility is to be constructed with part of the proceeds of such issue; or for equipment to be used in connection with the portion of the facility being constructed, rehabilitated or repaired with the proceeds;~~
 - will comply with the Use for Qualified Purposes and Redemption with Non-spent Proceeds requirements of the Instructions for Preparing QSCB Application and will satisfy the Spending Expectations requirements set forth in the Instructions for Preparing the QSCB Application and can satisfy the Spending Expectation requirements set forth in the Instructions;
 - will comply with applicable provisions of the American Recovery and Reinvestment Act (ARRA) of 2009, including labor standards required by section 1606 (i.e., Davis-Bacon prevailing wage requirements);
 - will repay bonds within 17 years of date of issue or meet other maturity limitations prescribed by the U.S. Department of the Treasury; and
 - understands and accepts the Failure to Comply consequences described in the Instructions.

The letter should be addressed to the Tennessee State School Bond Authority and attached hereto as Annex II.

2. How frequently does the governing body of the local government meet in regular session? Monthly
3. Identify the day of the week, time, and frequency (weekly, monthly, quarterly) when the governing body convenes. Agenda Work Session (second Tuesday of every month) and regular session of Commission (third Thursday of every month)
4. To receive the loan, is the governing body willing to call special sessions if necessary?

Yes

SECTION IV: REQUIRED FINANCIAL INFORMATION

1. Bond Allocation Requested \$15,050,895 (includes \$14,755,779 costs of project plus \$295,116 est. pro rata share of costs of issuance)
2. What percent of funds do you estimate will be committed within 6 months of bond issuance to be spent thereafter? 40% (20.5% has already been spent)
3. When do you anticipate that the project will be completed? August 01, 2011
4. Please provide the credit rating(s) and the name of the applicable credit rating agency, if any, for the city or county providing security for the debt: Prior to April 16, 2010 Blount County was rated A1/AA-/A+ by Moody's Investors Service, Standard & Poors and Fitch Ratings, respectively. On April 16, 2010, Moody's began using a Global Rating Scale under which Blount County was recalibrated to a rating of Aa2.
5. If you do not receive bond proceeds and investment income sufficient to fully fund your project, how will you finance the remainder? If Blount County does not receive 100% of the requested funding through the OSCB program, additional funding will be sought through the issuance of long-term municipal debt. It should also be noted that Blount County Debt Service Fund has \$12 million undesignated Fund Balance at the current time. An inter fund capital outlay note not to exceed \$7 million has been authorized and is being utilized to fund construction until OSCB and other funding as required has been obtained.
6. If you represent a special school district, does the district have available debt capacity? If so, how much? Not applicable

SECTION V: PROJECTS FOR WHICH QSCB FUNDS ARE REQUESTED

Attach additional pages if needed.

Project/School 1.

Amount Requested \$15,050,895 (includes \$14,755,779 costs of project plus \$295,116 est. pro rata share of costs of issuance)

Name of Project Prospect Elementary School

Project/School 2.

Amount Requested \$ _____

Name of Project _____

Project/School 3.

Amount Requested \$ _____

Name of Project _____

Project/School 4.

Amount Requested \$ _____

Name of Project _____

SECTION VI: PROJECT FUNDING

Please provide the budget for the total of all projects. For construction projects and for any other projects for which the LGU is providing additional funding, include a sources and uses of funds statement and a cash flow statement. (Attach additional pages as necessary.)

Sources and Uses of Funds - Prospect School Financing

Sources of Funds:

TSSBA QSCB Bond Proceeds	<u>15,050,895</u>
--------------------------	-------------------

Uses of Funds:

Land Acquisition	1,333,485
Project Costs	
Elementary School Construction Contract	10,684,493
Contingency	500,000
Construction Management Fee	213,689
Architectural/Engineering Fee	335,000
Architectural/Engineering Fee - Civil	140,000
Sewer Construction Fee	550,000
Furniture	159,344
Technology	299,985
Telephone System	35,000
DVR Camera Security System	19,000
Start Up Custodial Equipment	34,350
Security System	11,000
Intercom System	95,433
Road Widening/Turn Lanes	300,000
Playground Equipment	35,000
Murals	10,000
	<u>13,422,294</u>
Cost of Issuance	295,116
	<u>15,050,895</u>

Total Uses:

FORM B

QUALIFIED SCHOOL CONSTRUCTION BONDS
Proposed Use of Proceeds from Qualified School Construction Bonds
Tennessee State School Bond Authority

Please complete Form B for each school or project proposed for QSCB funds.

School System Name Blount County Schools

School System Number 050

SECTION VII: PROJECT INFORMATION

1. Name of School or Project

Prospect Elementary School

2. Project Purpose—Please indicate the planned use or uses proposed for the bond proceeds:¹

- Construction of a New Public School Facility
(cannot be combined with a rehab or repair project)
- Rehabilitation or Repair of an Existing Public School Facility
(cannot be combined with Construction project)
- Equipment to be used in the portion of the facility being constructed,
rehabilitated or repaired (describe in detail in item 6 below)
- Land Acquisition for QSCB-funded construction

3. When do you expect construction to begin? Land was acquired in May 2008, Site prep began in December, 2009

4. Will you be able to have a commitment in place with a third party within six months of bond issuance involving the expenditure thereafter of at least 10% of the loan amount?

Yes. The Construction Contract is already in place with Jenkins & Stiles, LLC. Including Land Acquisition, 20% of requested Amount has already been spent. Within 6 months of bond issuance, we expect to have spent 40% of the requested amount. The balance will be spent by August 2011.

5. When do you expect to have this project completed? August 2011

¹ Internal Revenue Bulletin Notice 2009-35 Issued April 27, 2009, states that "eligible expenditures include, among other things, expenditures for costs of acquisition of equipment to be used in such portion or portions of the public school facility that is being constructed, rehabilitated, or repaired with the proceeds of the QSCB."

6. Project Description - Please provide a detailed description of your proposed project(s).
Construction of a new Pre-K through 5th grade Elementary School in the Seymour Community of Blount County, Tennessee. The school will have an Academic Capacity of 490 students. It will relieve overcrowding at Porter Elementary School.

QUALIFIED SCHOOL CONSTRUCTION BOND APPLICATION

SECTION VIII: COMPETITIVE CRITERIA

1. Program Innovations

Prospect Elementary School (Pre K-5) has been painstakingly planned in every detail to be the most educational innovative school in the Blount County School System. Input into educational and functional design was gleaned through a series of architect charrettes carried out for an entire planning year with teachers, administrators, maintenance personnel, nutrition personnel, Special Education instructors, community members, and current elementary students. The result is a highly functional model elementary school with educational innovations incorporated in the core facility to ensure an exceptional teaching and learning environment. The following is a list of program innovations housed and incorporated into Prospect Elementary School.

a) Classroom Technology.

- Each classroom, including the library, music room, art room and guidance classroom will come equipped with an interactive SmartBoard, four (4) computers, ceiling mounted LCD projector, ceiling mounted stereo speakers, cable television access, DVR system and classroom telephone.

b) School Technology.

- Prospect Elementary School will have two (2) computer labs with 25-networked computers each, plus an interactive SmartBoard, ceiling mounted LCD projector, ceiling mounted stereo speakers, cable television access, DVR system and classroom telephone.
- The school will be wired throughout with Category 6 Ethernet cable, connected to managed 100 mb/1000 mb switches. Eight wireless access points will also allow wireless network accessibility throughout the school. The school will be connected to the Internet and the system's WAN via 100 mb fiber.
- IP based phone system will provide telephone access and voice mail in every classroom and office.
- IP based intercom system allowing for multiple configured all-call zones and all-calls from remote locations like the Central Office.

c) School Security.

- Innovative design allows restricted building access through the main office once the school day has commenced.
- Integrated Digital Video recording security system with 16 cameras on the interior and exterior of the facility.
- Integrated school security alarm system with access control keypads at entryways.

- Integrated “panic buttons” in every classroom and office connected to control monitor displayed in main office area.
- FEMA compliant, 6500 sq. ft. Tornado Shelter capable of housing the entire school population for 6 hours. Includes restrooms and self-contained generator.

d) **Classroom Educational Design Innovations**

- Built-in teaching work station that allows maximizing room square footage for instruction and allowing individual student conferencing.
- Restrooms in all lower (Pre-K through 2nd) classrooms
- “Wall of Storage” for maximizing classroom storage capacity while preserving classroom square footage for instruction.

e) **School Educational Design Innovations**

- Defined areas for Occupational Physical Therapy, Friend’s Extended Day program, Alternative In-School program, Least Restrictive Environment (LRE), Comprehensive Development Classroom (CDC), Pre-School, and Response to Intervention.
- Dispersment of Special Education classrooms throughout the building.
- Dual stage with appropriate lighting and curtains, utilized from both the cafeteria and gymnasium.
- Kindergarten area with their own playground area.
- Segregated car and bus drop-off/pick-up area.
- Separate entrance into gymnasium for after hour/extra curricular use.
- Community-themed murals in main foyer
- Core designed expansion-ready for four additional classrooms.

f) **Energy Efficiency Innovations**

- Energy Star approved design
- High efficiency geothermal HVAC system
- Recipient of Tennessee Department of Education’s Energy Efficient Schools Initiative grant for high efficiency mechanical equipment and lighting systems
- Innovative mezzanine design allowing maintenance of HVAC system with no classroom disruptions.

2. Facility Improvements

Prospect Elementary School has been in the planning stages since Porter Elementary School was first identified as being overcrowded in the Fall of 2003 when Blount County Schools first started to track school capacity as a measurement for overcrowding, and as a tool for long range capital planning.

Porter Elementary School was built in several stages beginning with the auditorium in 1955, the gymnasium in 1961, the Main building in 1968, and the K-4th grade wing in 1976. Porter was a high school from 1961 until 1979 when Heritage High School was opened. Porter was converted to a K-8 in 1979, and converted again to an elementary school (K-5 in 2000 when Heritage Middle School opened). In 2003 Porter Elementary School was designated as an overcrowded school based on its enrollment of 653 students as compared to its Academic Capacity of 650.

Blount County Schools method for calculating Academic Capacity is a formula aligned with Tennessee's Education Improvement Act of 1992. Academic capacity is determined using the following guidelines:

Class-Size Limits in the Education Improvement Act

Grade Level	Average Class Size	Maximum Class Size
K-3	20	25
4-6	25	30

The general guidelines in the Academic Capacity formula (K-5)

- Capacity Generating Spaces include:
 - K-3 classrooms x 20 each
 - 4-5 classrooms x 25 each
 - Self-contained exceptional children classrooms x 10 each
- Non-Capacity Spaces include:
 - Pre-K classrooms
 - Art and Music classrooms
 - Resource (Pull-out Programs) classrooms
 - PE/Gym spaces
 - Science/Computer labs
- No portable classrooms were included in the formula
- No converted classroom areas (PE locker rooms, teacher work rooms, storage areas, buildings outside the main facility) were included in the formula
- The formula included adding spaces in the main facility for schools that presently use converted classroom areas or portables for art and music rooms.

Based on the Academic Capacity formula, Porter Elementary School has been labeled *overcrowded* for the past eight years. **Its current enrollment is 736 students; 86 students over the Academic Capacity threshold for being identified as overcrowded.**

Effects of overcrowding can be seen in many different ways at Porter Elementary School. The school currently has three portable trailers used for classrooms. Each trailer has two individual classrooms. One trailer is used for two Kindergarten classrooms, one trailer is used for two fifth grade classrooms, and one trailer is utilized for classrooms for Music with the other side used for after school care. The old high school Vocational building has two classrooms currently being used for two fifth grade classes. The two Friend's After School Care classrooms are currently housed in the old high school gymnasium locker rooms. These rooms have shower stalls that have been covered with plywood and exposed urinals and commodes.

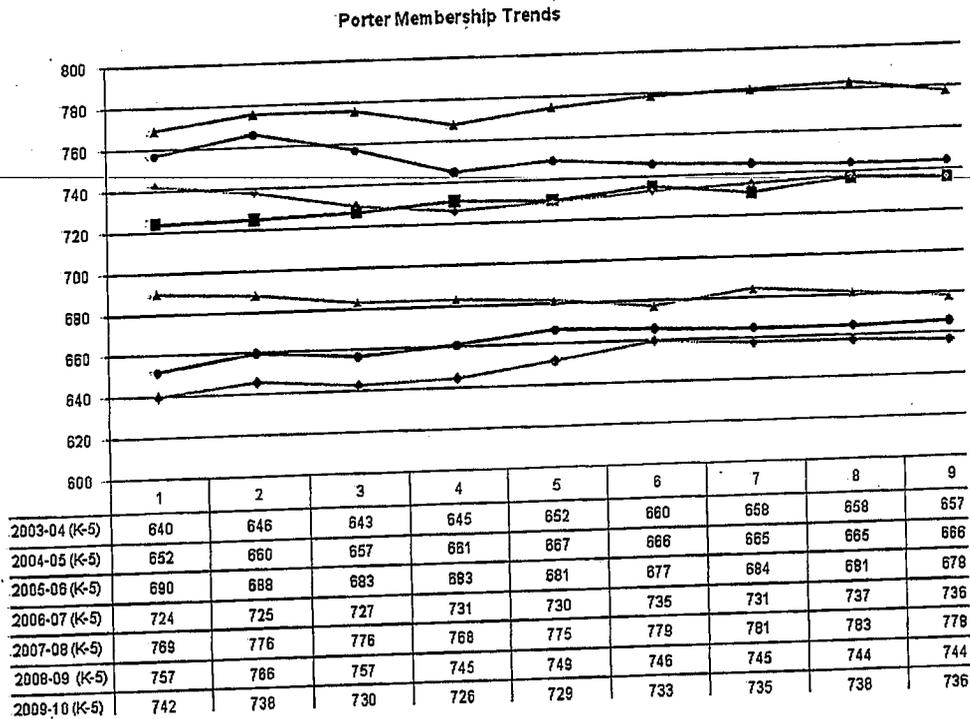
Another by product of overcrowding at Porter Elementary School is the lack of classroom space for special programs such as Computer Technology Labs and Pre-School programs. Most other Blount County Elementary Schools have these two programs, but because of overcrowding conditions, no space is available for these programs.

Facility core size is also an issue at Porter Elementary School. The size and capacity of the serving area, and the seating capacity of the cafeteria, cause the lunch period to run from the arrival of the first class at 10:20 am, to the arrival of the last class at 12:55 pm. Porter Elementary School also suffers from an extremely small front office area that is often overcrowded towards the end of the school day when

many parents arrive to check out students. Also, because of the age of the Porter facility, adequate electrical outlets cannot be installed in all classrooms for technology use.

Porter' Elementary Schools growth history (chart 1.0) shows a steady increase enrollment with the exception of the last two years. Predictions based on early Kindergarten registration shows this trend reversing and enrollment creeping back towards the 750-760 mark.

Chart 1.0



Prospect Elementary School, scheduled to open in August of 2011, has an Academic Capacity of 490 students. Blount County Schools plans to **rezone an estimated 350 students from Porter Elementary School to attend Prospect.**

The result of the move would **leave 386 students at Porter Elementary School, 264 students under the Academic Capacity standard.** This move would allow Porter Elementary to remove all students from portable classrooms, open up space for a computer lab, and pre-school program, and move the Art and Music programs back inside the main building. It would also reduce the length of the lunch period for the students.

In essence, the construction of Prospect Elementary School would elevate overcrowding at Porter Elementary School, thus enhancing the education atmosphere of the school by providing needed and necessary space for valuable educational programs.

State of Tennessee
2010 Qualified School Construction Bonds
Application Coverage Analysis

Instructions: Complete Steps 1-4

1) Insert Applicant Name

2) Insert Loan Amount Request

Borrower:	Blount County, TN
Loan Amount Request:	\$ 14,755,759
Estimated Loan Amount <i>...calculated</i>	\$15,050,874

3) Insert FY2009 Monthly SST

(Cash Flow Basis)

State Share Taxes (SST) Information:

July-2008	\$	229,995
August-2008	\$	1,003,174
September-2008	\$	213,813
October-2008	\$	228,755
November-2008	\$	198,908
December-2008	\$	527,431
January-2009	\$	487,047
February-2009	\$	196,661
March-2009	\$	503,969
April-2009	\$	468,702
May-2009	\$	223,194
June-2009	\$	484,467
FY-2009 Total:	\$	4,766,116

4) Insert Total Maximum Annual Debt Service Requirements

Existing Pledged SST Loans:

Loans Outstanding ?

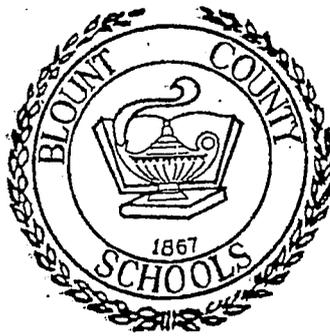
TN Local Development Authority	<input type="radio"/> Yes <input checked="" type="radio"/> No	\$	
TN State Revolving Loan Fund (SRF)	<input type="radio"/> Yes <input checked="" type="radio"/> No	\$	
<i>input: Total QZAB Maximum Annual Debt Service in H27</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$	51,339.00
TN Qualified School Construction Bonds	<input type="radio"/> Yes <input checked="" type="radio"/> No	\$	51,339
Total MADS			51,339

	Periodic Coverage	Annual Coverage
Estimated DS on Requested QSCB Loan	\$ 194,407	\$ 1,166,443
Estimated SST Available to pay DS	\$ 423,056	\$ 4,714,777
Estimated Coverage:	2.18x	4.04x

All Funds - Blount County

	468200 Hall Income	468300 Beer / Alcohol	468500 Mixed Drink	469200 Gas Tax	401610 TVA In Lieu of Tax	403200 Excise Tax	46851 Rev Sharing TVA	Total Revenue
FY 2008-09								
July	-		14,032	215,963	-		-	229,995
Aug	778,971		16,704	206,487	1,012		-	1,003,174
Sept	-		16,471	196,330	1,012		-	213,813
Oct	-	9,979	16,449	201,315	1,012		-	228,755
Nov	-		14,664	183,138	1,106		283,623	198,908
Dec	-		18,795	223,907	1,106		283,623	527,431
Jan	624		12,838	188,856	1,106		-	487,047
Feb	-		12,386	183,169	1,106	283,493	-	196,661
Mar	-		10,389	208,981	1,106		283,623	503,969
Apr	-	8,721	9,069	166,183	1,106		-	468,702
May	59		9,961	212,068	1,106		283,623	223,194
June	-		8,168	191,570	1,106		283,623	484,467
Total Revenue	779,654	18,700	159,926	2,377,967	11,884	283,493	1,134,492	4,766,116

Director of Schools
Mr. Rob Britt



BOARD OF
EDUCATION

Chris Cantrell
John P. Davis, Jr.
Charles Finley
Brad K. Long
Dr. Don McNelly
Mike Treadway
Rob Webb

(865) 984-1212
FAX (865) 980-1002

June 3, 2010

831 GRANDVIEW DRIVE
MARYVILLE, TENNESSEE 37803

Tennessee State School Bond Authority
QSCB, Office of State & Local Finance
Comptroller of the Treasury
16th Floor, James K. Polk Bldg.
505 Deaderick St.
Nashville, TN 37243-0273

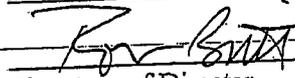
We the undersigned affirm that, to the best of our belief and knowledge, the information contained in this application is correct and complete and meets the criteria for eligibility for QSCB funds, and that if this application is approved and QSCB funds are received, Blount County Schools will comply with all reporting requirements and all federal requirements identified in the application.

We affirm that Blount County Schools

- will use one hundred percent of the proceeds of this loan for qualified construction, rehabilitation, or repair of a public school facility; or for the acquisition of land on which such a facility is to be constructed with part of the proceeds of such issue; or for equipment to be used in connection with the portion of the facility being constructed, rehabilitated or repaired with the proceeds;
- will comply with the Use for Qualified Purposes and Redemption with Non-spent Proceeds requirements of the Instructions for Preparing QSCB Application will satisfy the Spending Expectations requirements set forth in the Instructions; and
- will comply with applicable provisions of the American Recovery and Reinvestment Act (ARRA) of 2009, including labor standards in section 1606 (i.e., Davis-Bacon prevailing wage requirements) as well as applicable provisions of the Hiring Incentives to Restore Employment Act of 2010.
- understand and accept the Failure to Comply consequences described in the Instructions.

Name of Director of Schools

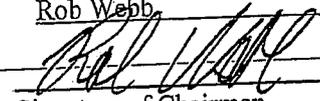
Rob Britt


Signature of Director

Date: 6-3-10

Name of Blount County School Board Chairman

Rob Webb


Signature of Chairman

Date: 6-3-10

Approval of this action is recorded in the official minutes of Blount County Schools board meeting held on June 3, 2010, and a certified copy of said minutes to be attached hereto as Annex I (will submit after regular scheduled July Board meeting)



JERRY G. CUNNINGHAM

Blount County Mayor

341 Court Street, Maryville, TN 37804-5906

Phone: (865) 273-5700

Fax: (865) 273-5705



June 11, 2010

Tennessee State School Bond Authority

Dear Members of the State School Bond Authority and Staff:

RE: Annex II – Blount County's 2010 Application for QSCB funding for Prospect Elementary School

The construction of Prospect Elementary School has been in our long term Capital Plan to alleviate serious overcrowding at Porter Elementary School in the eastern part of Blount County.

The Blount County Commission is the legal governing body for Blount County Tennessee (LGU). County Commission passed a resolution in January 2006 to acquire a parcel of land on Burnette Station Road, and passed a resolution in November 2009 authorizing construction of the Prospect Elementary School.

Blount County is the actual borrower (LGU) for the QSCB financing and commits a general obligation pledge to repay the loan. We acknowledge that our state-shared taxes will be intercepted in the event of failure to pay timely any debt service or administrative fees.

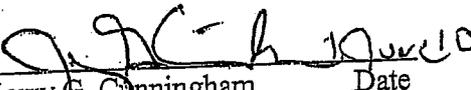
Blount County hereby pledges to use one hundred percent of the proceeds of this loan, plus interest earnings, for qualified construction of Prospect Elementary School; for the acquisition of land on which the facility is being constructed; and for equipment to be used in connection with the portion of the facility being constructed with the proceeds.

~~Blount County will comply with the Use for Qualified Purposes and Redemption with Non-spent~~
Proceeds requirements of the Instructions for Preparing QSCB Application, will satisfy the Spending Expectations requirements set forth in the Instructions for Preparing the QSCB Application, and can satisfy the Spending Expectation requirements set forth in the Instructions. Blount County will also comply with applicable provisions of the American Recovery and Reinvestment Act (ARRA) of 2009, including labor standards required by section 1606 (i.e., Davis-Bacon prevailing wage requirements).

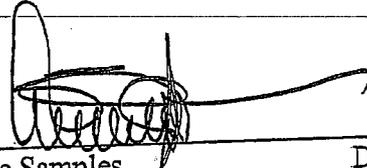
Tennessee State School Bond Authority
Page 2
June 11, 2010

In addition, Blount County will repay bonds within 17 years of date of issue, or meet other maturity limitations prescribed by the U.S. Department of the Treasury; and understands and accepts the Failure to Comply consequences described in the Instructions.

Sincerely,



Jerry G. Cunningham Date
Blount County Mayor



Steve Samples Date
Blount County Commission Chairman

RESOLUTION NO. 10-06-010

**RESOLUTION TO TRANSFER FUNDS FROM GENERAL PURPOSE SCHOOL FUNDS
TO FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2010**

Sponsored by: Commissioners Kenneth Melton and John Keeble

WHEREAS, Federal Projects grants operate on a reimbursement basis and funds are requested from the State of Tennessee by Blount County School District for non-payroll expenditures on a monthly basis; and,

WHEREAS, the Federal Projects Fund operates with a cash deficit at various times throughout the fiscal year due to a slow turn-around time for reimbursements from the State of Tennessee; and,

WHEREAS, Generally Accepted Accounting Principles (GAAP) consider a cash deficit in any fund to be a significant deficiency in internal control; and,

WHEREAS, Blount County School District does not desire to operate any fund with a cash deficit.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of Blount County School District, a school district in Tennessee, meeting in called session on this 3rd day of June, 2010, and, by the County Commission of Blount County, a county in Tennessee, meeting in regular session on this 17th day of June, 2010, that:

SECTION 1. The General Purpose School Fund shall transfer \$250,000 to the Federal Projects Fund on June 30, 2010.

SECTION 2. The \$250,000 transfer shall remain in the Federal Projects Fund as a designated fund balance from the General Purpose School Fund and may be repaid at any time as noted in a resolution passed by the Board of Education and County Commission.

SECTION 3. This resolution will take effect on June 30, 2010. The Secretary of the Board of Education shall include this Resolution in the minutes of the Blount County School District. The County Clerk shall include this Resolution in the minutes of Blount County. Adopted this 17th day of June 2010

APPROVED:



Chairman, Board of Education



Secretary, Board of Education

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____

County Mayor

Date

RESOLUTION No. 10-06-005

Sponsored by: John Keeble and Kenneth Melton

A RESOLUTION TO LEVY A TAX RATE IN EXCESS OF THE CERTIFIED TAX RATE

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1701(a), requires that, in the event of a general reappraisal in a county, the county legislative body shall determine and certify a tax rate which will provide the same ad valorem revenue for that jurisdiction as was levied during the previous year; and

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1701(b), authorizes the State Board of Equalization to establish policies providing a procedure or formula for calculating the certified tax rate and Blount County followed that procedure after reappraisal in 2010; and

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1702, authorizes a county legislative body to exceed the certified tax rate set according to *Tennessee Code Annotated*, Section 67-5-1701, by resolution after advertising its intent to exceed the certified tax rate in a newspaper of general circulation in the county (with an affidavit of publication sent within thirty days after publication to the State Board of Equalization) and public hearing; and

WHEREAS, Blount County desires to levy a tax rate in excess of the certified tax rate.

NOW THEREFORE, BE IT RESOLVED by the Blount County Legislative Body, meeting in regular session on this the 17th day of June, 2010, that:

Section 1. A tax rate, in excess of the certified tax rate, is hereby levied as follows:

	General County Fund	\$.77
	General Purpose School Fund	\$ 1.00
General	Debt Service	<u>\$.46</u>
		\$ 2.23

Section 2. This resolution shall take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the county legislative body.

Adopted this 17th day of June, 2010.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman County

Clerk

Approved: ____

Vetoed: _____
County Mayor Date

Resolution No. 10-06-006

Resolution Sponsors:

John Keeble
Commissioner

Kenneth Melton
Commissioner

Be it resolved, by the Legislative Body of Blount County, Tennessee, in regular session assembled at the Courthouse in Maryville on this 17th day of June, 2010, that the tax levy or tax rate for the fiscal year beginning July 1, 2010 through June 30, 2011, be and the same is hereby fixed for the year as follows:

County Tax for General Purposes.....	\$ 0.77
School Tax to operate Elementary, Middle, and High Schools.....	\$ 1.00
Fund Debt Service, or for the purpose of paying interest on and for the purpose of creating a fund to liquidate the principal and interest on all Bonds, Notes, and Warrants or other evidences of indebtedness that require the levy of a Debt Service.....	<u>\$ 0.46</u>
Making a total levy of	\$ 2.23
on all assessable property of Blount County on the \$100.00 worth of said taxable property in the County.	

It is further ordered that all business and occupations that are taxable privileges by the State of Tennessee, as provided by existing State Law or laws, be, and the same are hereby declared taxable privileges for County purposes at the same rate and amounts provided by Statutes of the State for State purposes.

There is also levied a special tax of 17% upon the wholesale price of beer as provided by Chapter 96 of the Public Acts of Tennessee.

In accordance with the Private Acts of 2009 there is levied a privilege tax of five (5%) percent on the occupancy of any rooms, lodgings, or accommodations furnished to transients by any hotel, inn, tourist court, tourist cabin, campground, motel or any place in which rooms, lodgings or accommodations are furnished transients for a consideration in Blount County.

Be it further resolved, that the Trustee may accept property taxes at any time after July 10th as prescribed in Tennessee code annotated in section 67-1-702.

Duly passed and approved on this 17th day of June, 2010.

Certification of Action

Attest

Commission Chairman

County Clerk

Approved:_____

Vetoed:_____

County Mayor

Date

Resolution No. 10-06-007

Resolution Sponsors:

John Keeble
Commissioner

Kenneth Melton
Commissioner

A resolution making appropriations for the various funds, departments, institutions, offices, and agencies of Blount County, Tennessee, for the year beginning July 1, 2010, and ending June 30, 2011.

Section 1. **Be it resolved** by the Board of County Commissioners of Blount County, Tennessee, assembled in regular session on the 17th day of June, 2010, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Blount County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the year beginning July 1, 2010 and ending June 30, 2011, according to the following schedule:

General Fund

County Commission	\$ 211,479
Board of Equalization	9,710
Beer Board	200
Budget Committee	500
County Mayor	242,294
Personnel	169,626
Election Commission	584,114
Register of Deeds	618,811
Planning	211,648
Building Commissioner	85,565
Engineering (Stormwater)	171,054
Codes Compliance	215,185
County Building Maintenance	1,570,385
Other General Administration	808,365
Preservation of Records	121,314
Risk Management	272,012
Accounting and Budgeting	753,937
Purchasing	346,659
Property Assessor	955,373
Reappraisal 401,679	
County Trustee	453,085
County Clerk	1,165,181
Data Processing	652,050
Circuit Court Judge	102,338
Circuit Court Clerk	1,995,482

General Sessions Judge	946,575
Juvenile Court	443,081
Public Defender	65,380
Other Administration of Justice	488,314
Probation	360,065
Sheriff's Department	10,250,710
Sex Offender Registry	5,000
Jail	7,269,408
Workhouse	10,414
Juvenile Services	1,430,227
Fire Prevention	23,250
Civil Defense	162,525
Communications Center	302,133
Coroner/Medical Examiner	52,000
Local Health Center	485,633
Animal Control	414,806
General Welfare Assistance	30,086
Other Local Welfare	98,668
Other Public Health and Welfare	335,328
Parks and Fair Boards	653,583
Agriculture Extension Service	178,240
Soil Conservation	119,273
Tourism	660,123
Industrial Development	786,173
Other Economic & Community Development	165,010
Veteran Services	174,275
Other Charges	157,480
Contributions to Other Agencies	45,000
Miscellaneous	500,000
Litter & Trash Grant	82,195
Other General Government Projects	876,370
Transfers Out--Library	899,520
Chancery Court- Equity Division	33,595
Chancery Court-Clerk and Master	491,061
Other General Government Projects-COPS Technology grant	187,060
Other General Government Projects-Byrne Grant-Sheriff	141,638
Other General Government Projects-JAG grant-Sheriff	10,887
Civil Defense-Performance grant	25,000
Civil Defense-Homeland Security grant	54,595
Civil Defense-Emergency Mgmt grant	198,097
Civil Defense-Emergency Mgmt grant	53,500
Civil Defense-Homeland Security grant	255,387
Local Health Center-DGA grant	761,114
Total General Fund	\$ 42,800,825
<u>Courthouse & Jail Maintenance Fund</u>	
County Buildings	8,150
Other Charges	100
Total Courthouse & Jail Maintenance Fund	\$ 8,250

<u>Total Law Library</u>	\$	8,000
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Public Library

County Buildings	\$	188,920
Libraries		1,852,719
Other Social Cultural-Recreation		83,500

<u>Total Public Library</u>	\$	2,125,139
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<u>Total Drug Control Fund</u>	\$	437,000
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<u>Total Drug Court Fund</u>	\$	188,414
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Highway/Public Works Fund

Administration	\$	738,329
Highway and Bridge Maintenance		3,594,135
Operation and Maintenance of Equipment		1,129,207
Capital Outlay		153,500

<u>Total Highway/Public Works Fund</u>	\$	5,615,171
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General Purpose School Fund

Regular Education	\$	38,130,000
Special Education		7,616,000
Vocational Education		3,349,600
Adult Education		201,700
Other-Retiree Insurance		1,420,000
Attendance		157,000
Health Services-Clinic Personnel		632,400
Regular Instruction-Chapter II 87-01		125,000
Other Student Support-Guidance		1,817,300
State Grant-Family Resource Center		33,300
Regular Instruction		1,906,000
Special Education		365,100
Vocational Education		71,300
Adult Program		112,100
Other Programs		53,100
Board of Education		1,151,970
Director of Schools		383,800
Office of the Principal		5,052,100
Fiscal Services		176,300
Operation of Plant		7,303,000
Maintenance of Plant		1,689,000
Transportation		3,308,900
Central and Other		636,700
Early Childhood Education		581,000
Schools Debt Service		268,330

Total General Purpose School Fund

\$ 76,541,000

Federal School Projects Fund

Regular Instruction-Title I	\$ 1,985,000
Other Student Support	211,000
Transfers Out	158,000
Regular Instruction Program-Title I ARRA	579,600
Other Student Support	20,400
Regular Instruction Program-Consolidated Administration	125,000
Special Education Program-IDEA PART B	2,065,797
Special Education Program	340,300
Transportation	110,000
Special Education Program-IDEA PART B ARRA	553,300
Special Education Program	146,700
Transportation	300,000
Special Ed Program-writing right with white boards	68,000
Special Education Program-IDEA Preschool	92,510
Special Education Program-IDEA Preschool ARRA	36,100
Special Education Program	4,900
Vocational Education Program-Carl Perkins	137,000
Other Student Support	35,000
Vocational Education Program	4,000
Vocational Education Program-Growing Non-Traditional Student	52,696
Regular Instruction Program-Title II	467,000
Other Student support	52,000
Transfers Out	1,000
Other Student Support-Title II Part D	26,000
Vocational Education Program	28,700
Regular Instruction Program-Title III	21,000

Total Federal School Projects Fund \$ **7,621,003**

Total Central Cafeteria Fund \$ **5,300,000**

Total Extended Day Care Program Fund \$ **1,693,000**

General Debt Service Fund

General Government-Principal	4,905,501
General Government-Interest on Debt	10,440,000
General Government-Other Debt Service	965,000
Payments to Refunded Debt Escrow Agent	48,000,000

Total General Debt Service Fund \$ **64,310,501**

Total Budget FY 10-11 \$ **206,648,303**

Section 1 Be it further resolved, that the budget for the School Federal Projects Fund shall be the budget approved for separate projects within the fund by the Tennessee Department of Education.

Section 2 Be it further resolved, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State laws heretofore or hereafter enacted, expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff may be made for such purposes and in such amounts as may be authorized by existing laws or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

Section 3 Be it further resolved, that if any fee officials, as enumerated in Section 8-22-101, T.C.A., operate under provisions of Section 8-22-104, T.C.A., provisions of the preceding paragraph shall not apply to those particular officials.

Section 4 Be it further resolved, that any amendment to the budget shall be approved as provided in Section 5-12-110, T.C.A.

One copy of each amendment shall be filed with the County Clerk, one copy with the Chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

Section 5 Be it further resolved, that any appropriations made by this resolution which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2011. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

Section 6 Be it further resolved, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the year 2010-11 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made.

The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2011.

Section 7 Be it further resolved, that the delinquent County property taxes for the year 2009 and prior years and the interest and penalty hereon collected during the year ending June 30, 2011 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2010. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

Section 8 Be it further resolved, that all unencumbered balances of appropriations remaining at the end of the year shall lapse, and be of no further effect at the end of the year at June 30, 2011.

Section 9 Be it further resolved, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

Section 10 Be it further resolved, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2010. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Section 11 Be it further resolved, that the interest earned on funds held temporarily idle for the Blount County Library and Library fines collected be designated toward the Blount County Library Capital uses.

Section 12 Be it further resolved, that the property tax discounts as authorized by T.C.A. 67-5-1804 (a) for early payment for real property payments. The discount shall be 2% of the ad valorem real property taxes currently due if such taxes are paid within thirty (30) days and 1% if paid after more than thirty (30) but less than sixty (60) under the guidelines of T.C.A. 67-5-1804 (a).

Section 13 Be it further resolved, the Blount County Commission is committed to long-term solutions for the County's needs including the orderly and systematic financing and acquisition of public improvements. To achieve that goal, the Commission recognizes the value of a long-term capital plan and reaffirms its commitment to the six-year capital improvements concept to address those issues.

Section 14 Be it further resolved, should there be a shortfall in received revenues for the Contracted Prisoner Board in the General County Fund; the Debt Service Fund would forego their revenue allocation.

Section 15 Be it further resolved, Interest Earnings would be credited to the General, Library, Highway, General Schools, Worker's Compensation, Employee Health and Employee Dental Funds, and Metro Narcotics based on the average month-end balances per the Trustee's Report, and the interest rate earned by the Trustee for all funds. Interest Earnings not credited as above will be credited to the Debt Service Fund.

Section 16 Be it further resolved, that included in this budget is a supplement for the sheriff as approved in prior years for the workhouse and the juvenile detention center equal to 10% of his base salary, each.

Section 17 Be it further resolved, that amounts approved and hereby appropriated for County Official salaries exceed the minimum required by state statute and are hereby approved above that minimum.

Passed this 17th day of June, 2010.

Certification of Action

Attest

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

Resolution No. 10-06-008

Resolution Sponsors:

John Keeble
Commissioner

Kenneth Melton
Commissioner

A resolution making appropriations to non-profit charitable organizations of Blount County, Tennessee for the Fiscal Year beginning July 1, 2010 and ending June 30, 2011.

Whereas, Section 5-9-109, Tennessee Code Annotated, authorizes the County Legislative Body to make appropriations to non-profit charitable organizations; and

Whereas, the Blount County Legislative Body recognizes the various non-profit charitable organizations located in Blount County have great need of funds to carry on their non-profit charitable work.

Now therefore, be it resolved by the Board of County Commissioners of Blount County in regular session assembled on this 17th day of June, 2010 as follows:

Section 1. That Four Thousand Three Hundred Twelve Dollars (\$4,312) be appropriated to the A Secret Safe Place for Newborns of Tennessee, Inc. to promote health and welfare of the newborns of Blount County;

Section 2. That Six Thousand Four Hundred Seventy Eight Dollars (\$6,478) be appropriated to Douglas Cooperative to promote independent job training for mentally challenged citizens in Blount County;

Section 3. That Thirteen Thousand Two Hundred Ninety Six Dollars (\$13,296) be appropriated to the Blount County Community Action Agency to provide health and welfare protection and assistance to the citizens of Blount County;

Now therefore be it further resolved, that the appropriations in Sections 1 through 3 are made subject to the following conditions:

1 That the non-profit charitable organization to which funds are appropriated shall file with the County Clerk and the disbursing official a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds in accordance with rules promulgated by the Comptroller of the Treasury. Such annual report shall be prepared and certified by the Chief Financial Officer of such non-profit organization in accordance with Section 5-9-109 c T.C.A.

2 That said funds must only be used by the named non-profit charitable organization in furtherance of their non-profit charitable purposes benefiting the general welfare of the residents of the county.

3 That it is the expressed interest of the County Commission of Blount County in providing these funds to the above named non-profit charitable organization to be fully in compliance with the rules of the Comptroller of the Treasury, and Section 5-9-109 of Tennessee Code Annotated and any and all other laws which may apply to county appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.

Duly passed and approved this 17th day of June, 2010.

Certification of Action

Attest

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

Subject: FW: Alternative Budget Proposal
Attachments: Alternative Budget Proposal.doc; Selected Cost Center Comparisons 2009-1011, ID Omitted.doc

From: Wendy Pitts Reeves [mailto:wendypittsreeves@yahoo.com]
Sent: Thursday, June 10, 2010 10:03 AM
To: Rhonda Pitts
Subject: Alternative Budget Proposal

Rhonda -

I'd like to add the attached 2 pages to the packet for tonight, under the appropriations portion, section G. 3. c.) iii.). The alternative budget proposal should be first; the cost comparisons should be second.

Thank you!
~Wendy

Wendy Pitts Reeves, L.C.S.W.

Blount County Commissioner

District 4, Seat C

Office: 865-681-2869, ext. 1

Cell: 865-207-4305

Fax: 865-379-2869

<http://pittsreeves.blogspot.com>

www.wendypittsreeves.com

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FY 2010-2011 Alternative Budget Proposal

GOAL: To find enough cuts to adopt the certified tax rate of \$2.04. In tough times, we must do all we can to cut costs first and avoid tax increases. The following suggests up to nearly \$2.2 million in cuts to the proposed county budget, bringing us to \$2.16, down from the budget committee recommended tax rate of \$2.23. To reach the certified tax rate of \$2.04, additional cuts must be made. If we work together and share in the effort, I believe we can reach that goal.

KEY POINTS to Consider:

1. Accountability: As elected representatives and chief administrators, we have a duty to lead by example. We should not ask others to do anything we're not willing to do ourselves.
2. Sustainability: We owe it to our children to look beyond the current crisis, and seek solutions that will enable us to build a stronger community that is well-educated, financially secure and better prepared for jobs of the future.
3. Shared Effort: As one citizen stated at the recent public hearing on the budget, we are all in this together and *each of us* must contribute to the solution.

PROPOSAL:

1. We, as elected officials, can lead the way and share in the effort to cut costs by taking a 10% cut in our own salaries for a county wide savings of at least **\$134,930**. Yes, I know this is a difficult choice. These are difficult times.
2. County employees can share in the effort to cut costs by supporting certain changes in healthcare coverage.
 - a. Increase employees' contribution to healthcare from \$0 to \$50 per month (\$600 per year) for an estimated county-wide savings of approximately **\$1,098,812**.
 - b. Discontinue dental coverage or provide only for employees who'd like to cover the cost, for an estimated county-wide savings of approximately **\$557,500**.
 - c. These changes should enable us to hold steady their current contribution of only \$100/month for dependent coverage, regardless of number of dependents they have.
3. County department heads and supervisors can contribute to the effort to cut costs by accepting a decrease in budgeted appropriations proportionally to reflect the following *suggested* cuts.
 - a. A 10% reduction in travel, for a county-wide savings of approximately **\$35,127**.
 - b. A 10% reduction in communication costs for a county-wide savings of approximately **\$45,583**.
 - c. A freeze on all tuition reimbursement for a county-wide savings of approximately **\$139,000**.
 - d. A 7% reduction in "Other Contracted Services" for a county-wide savings of approximately **\$178,572**.
4. If these cuts are the only ones passed, the citizens of Blount Co. would have to share in the effort by contributing to a small tax increase. The savings outlined above total approximately **\$2,189,524** or **7 cents** on the tax dollar. Thus, instead of adopting a rate of \$2.23 as has been recommended by the Budget Committee, we would adopt a rate of \$2.16.
5. If office holders, department heads and commissioners alike will contribute even further by suggesting additional significant cuts, we can lower this to the more desirable \$2.04 certified tax rate.

SUMMARY of SUGGESTED CUTS:

Elected Officials Voluntary Pay Decrease:	134,930
Decrease in Appropriations as Suggested:	398,282
Eliminate Co. funding for Dental Coverage	557,500
Increase Employee Contribution to Healthcare	<u>1,098,812</u>
TOTAL APPROX. SAVINGS:	\$2,189,524

RESULTS: Making these changes would enable budget cuts to be implemented more fairly across the system, rather than concentrating all of them in one fund, the County Schools. With these cuts, in addition to those previously announced by the schools, we'll be able to avoid laying off educators, but will still improve the financial stability we need going forward.

Other ideas that could be implemented to save even more:

- All department heads and/or supervisors could take a 1-3 % temporary cut in salary.
- We could implement a county-wide hiring freeze on all open positions.
- We could cut county-wide take-home vehicles in half across all departments.
- We could suspend new vehicle purchases for one year *or* limit those purchases by half across all departments.

Explore efficiency improvements in the following areas, which affect multiple departments.

• Lease payments	• Data processing equipment
• Data processing supplies	• Data processing services
• Maintenance and repair services	• Maintenance agreements

Selected Cost Center Comparisons 2009-2011

(Note: Identifying information has been intentionally deleted as this is for demonstration & discussion purposes only.)

1	2	3	4	5	6	7	8
Cost Center	Dept.	Object	Item	Actual FY 08-09	Estimated FY 09-10	Recommended FY 10-11	% Change Past 2 Years
	Dept. A	356	Tuition	\$2,012	\$8,800	\$8,800	437%
		399	Other Contracted Services.	\$4,327	\$22,409	\$22,409	517%
	Dept. B	399	Other Contracted Services	\$2,802	\$15,951	\$29,478	1052%
	Dept. C	355	Travel	\$255	\$2,000	\$2,000	784%
	Dept. D	355	Travel	\$14	\$500	\$500	3,571%
		425	Gasoline	\$197	\$0	\$4,000	2,030%
	Dept. E	355	Travel	\$549	\$1,070	\$1,070	194%
		356	Tuition	\$50	\$1,350	\$1,350	2,700%
	Dept. F	355	Travel	\$4,412	\$6,500	\$6,500	147%
		399	Other Contracted Services	\$2,080	\$14,892	\$14,892	715%
		599	Other Charges	\$2,607	\$5,400	\$5,400	207%
	Dept. F- Secondary Cost Center	355	Travel	\$260	\$10,000	\$10,000	3,846%
		356	Tuition	\$2,885	\$5,000	\$5,000	173%
		399	Other Contracted Services	\$3,480	\$5,000	\$5,000	143%
		441	Clothing-Residents	\$427	\$5,000	\$5,000	1,170%
		451	Uniforms	\$0	\$8,000	\$8,000	N/A
		499	Other supplies & materials	\$8,724	\$14,000	\$14,000	160%
	Dept. G	355	Travel	\$7,553	\$10,000	\$10,000	132%
		356	Tuition	\$620	\$2,000	\$2,000	322%
		399	Other Contracted Services	\$5,534	\$12,000	\$12,000	216%
		599	Other charges	\$99,090	\$80,225	\$95,225	-(4%)
	Dept. G- Secondary Cost Center	355	Travel	\$124	\$2,500	\$2,500	2,016%
		399	Other contracted services	\$0	\$8,000	\$8,000	N/A
	Dept. H	356	Tuition	\$475	\$1,350	\$1,350	284%
		399	Other contracted services	\$1,825	\$6,100	\$6,100	334%
	Dept. I	355	Travel	\$40,471	\$61,089	\$61,089	151%
		356	Tuition	\$25,063	\$78,473	\$78,473	313%
		708	Communication Equipment	\$33,498	\$109,260	\$109,260	326%

Note: This chart offers a sampling of interesting numbers taken directly from the proposed Blount County budget for FY10-11. You'll note that several show a sharp increase in funding for various cost centers from 2009 to 2011 (columns 5 & 7). There may well be solid reasons for some of this. For example, a department may have seen a cyclical increase in demand for services this year, or money may have simply been moved from one line item to another, *looking* like an increase when it was not. Still- the high numbers in what are generally miscellaneous categories ("Other contracted services" or "Other charges") are notable and *may* represent room for savings. At the very least, they offer an opportunity for a conversation with department heads as, together, we seek cost savings that will benefit tax payers without decreasing service to the public.

-Submitted by Wendy Pitts Reeves, 6-10-10
Blount County Commissioner, District 4

FY 2010-2011 Budget

Presentation to Commission Budget
Committee – May 17, 2010

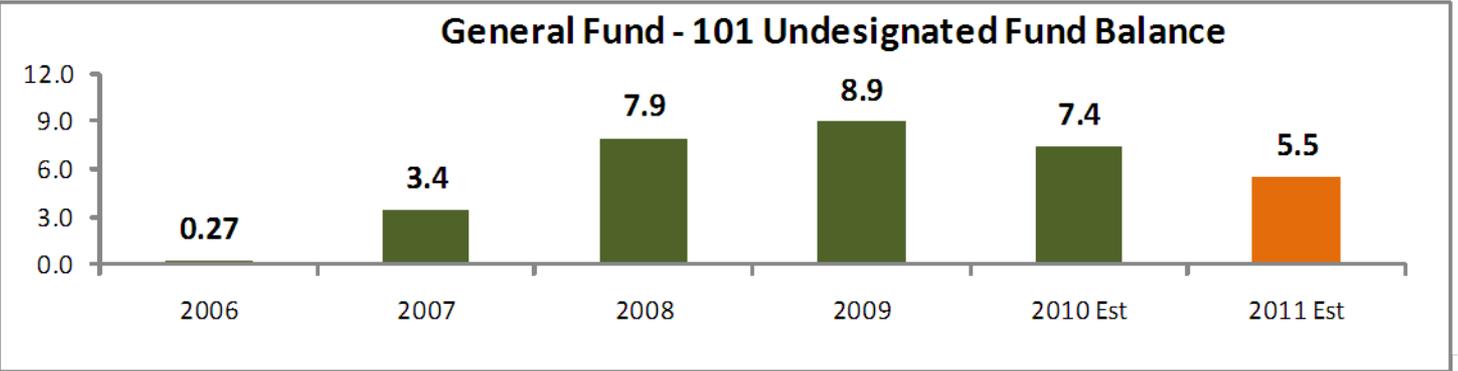
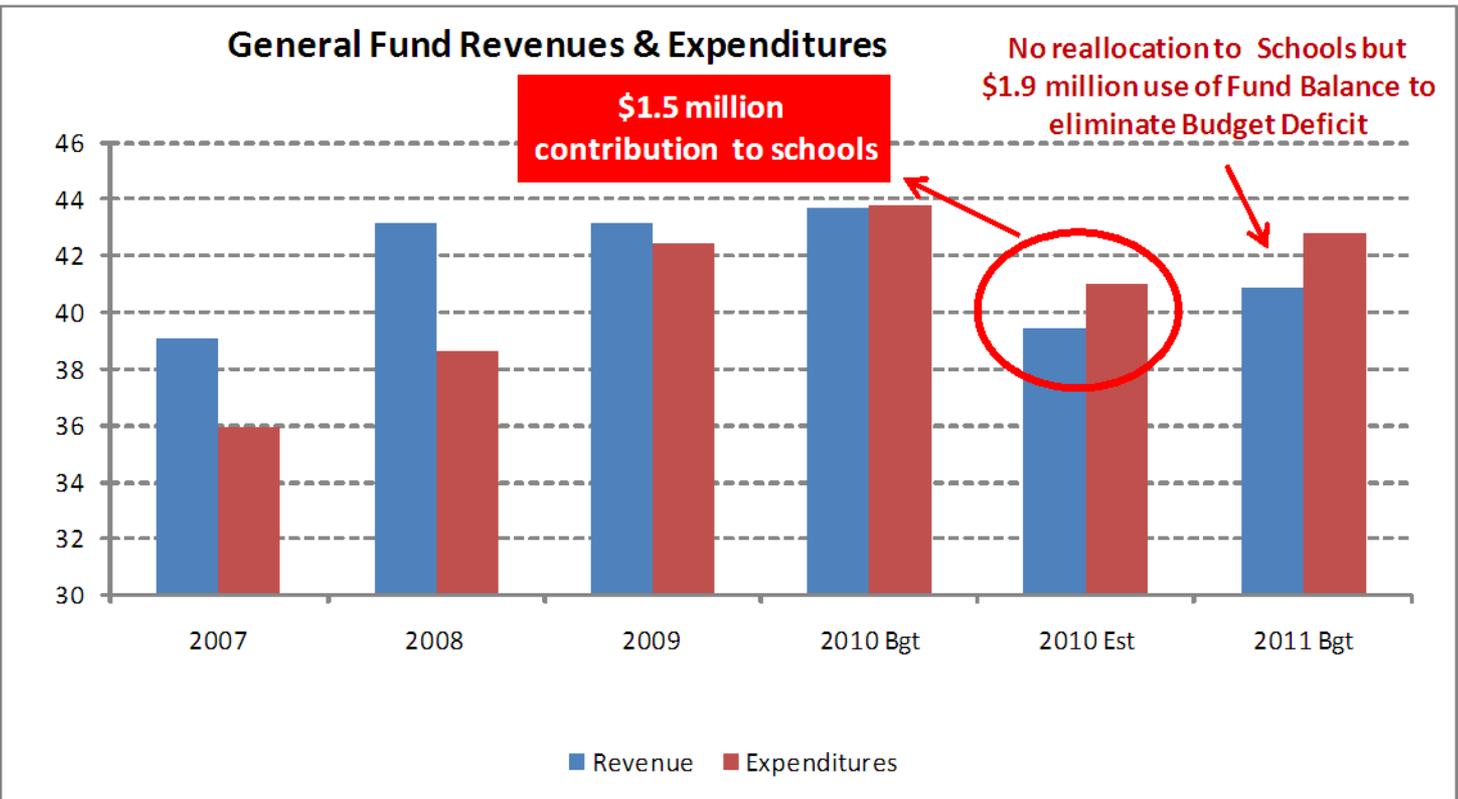
Agenda

- Review Scenario Planning for the FY 2010-11 Budget under various property tax rates and allocations between General County, Debt Service, and Schools
 - To set the context – look at appropriations and revenues for each fund, with adoption of preliminary certified rate (\$2.04) and no reallocation of the tax rate
 - Review a new base case, balancing the budgets with reallocation of the certified property tax rate and the use of fund balance (no change in Schools appropriations from May 11 Agenda meeting)
 - Review Case B, which keeps the tax rate at its current level of 2.23, with some reallocation of tax rate and increases in the Schools appropriations budget
 - Review Case C, which sets the property tax rate at \$2.15, with some reallocation and increases in the Schools appropriations budget, but less than in Case B
- Budget Committee will select which case to recommend to the full Commission as the official FY10-11 balanced budget

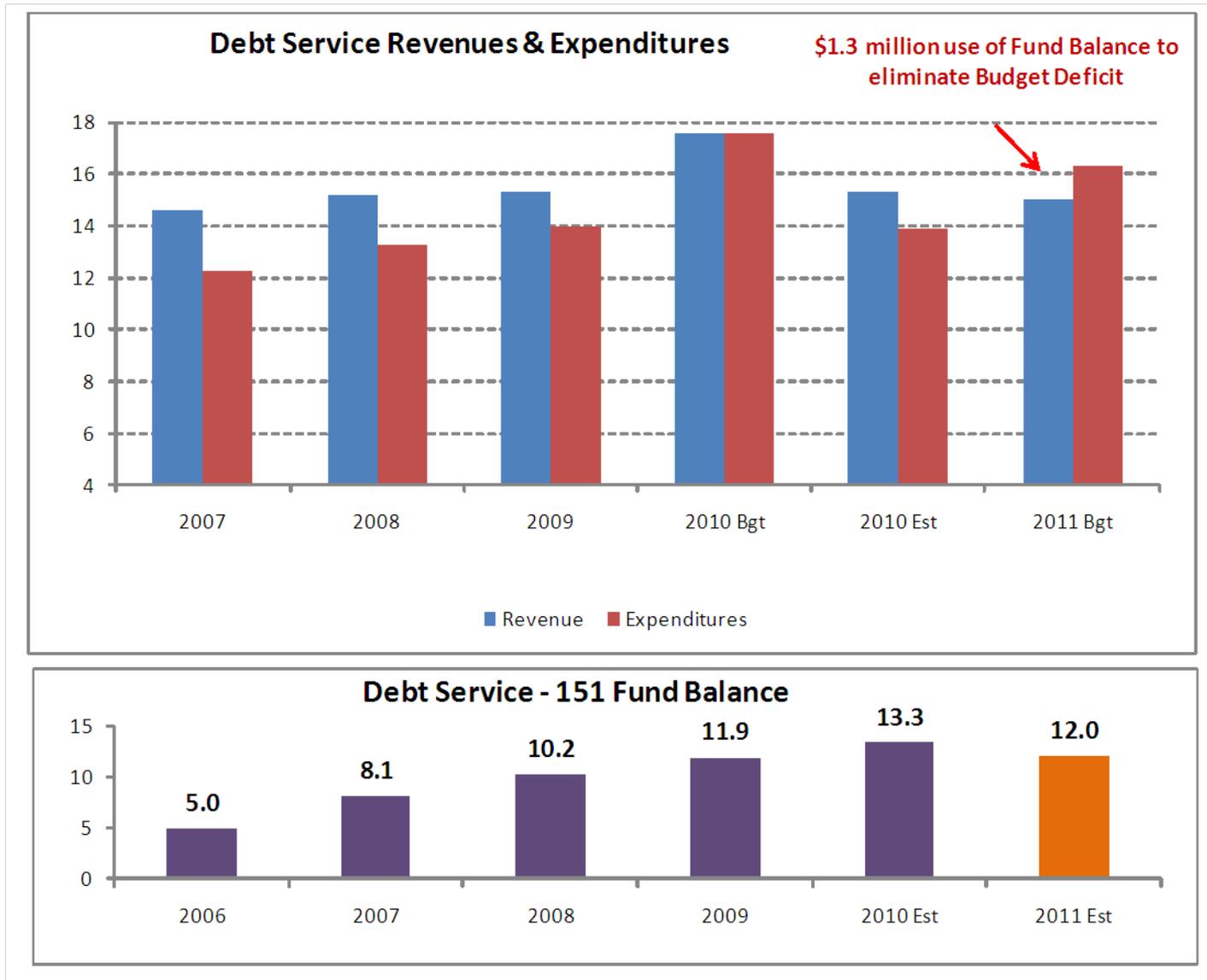
Context

Appropriations and revenues for each fund, with adoption of preliminary certified rate (\$2.04) and no reallocation of the tax rate

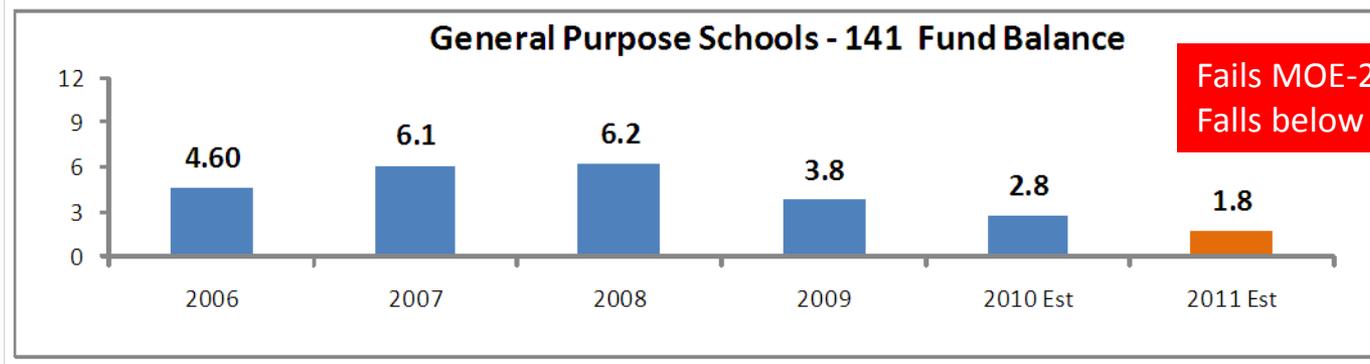
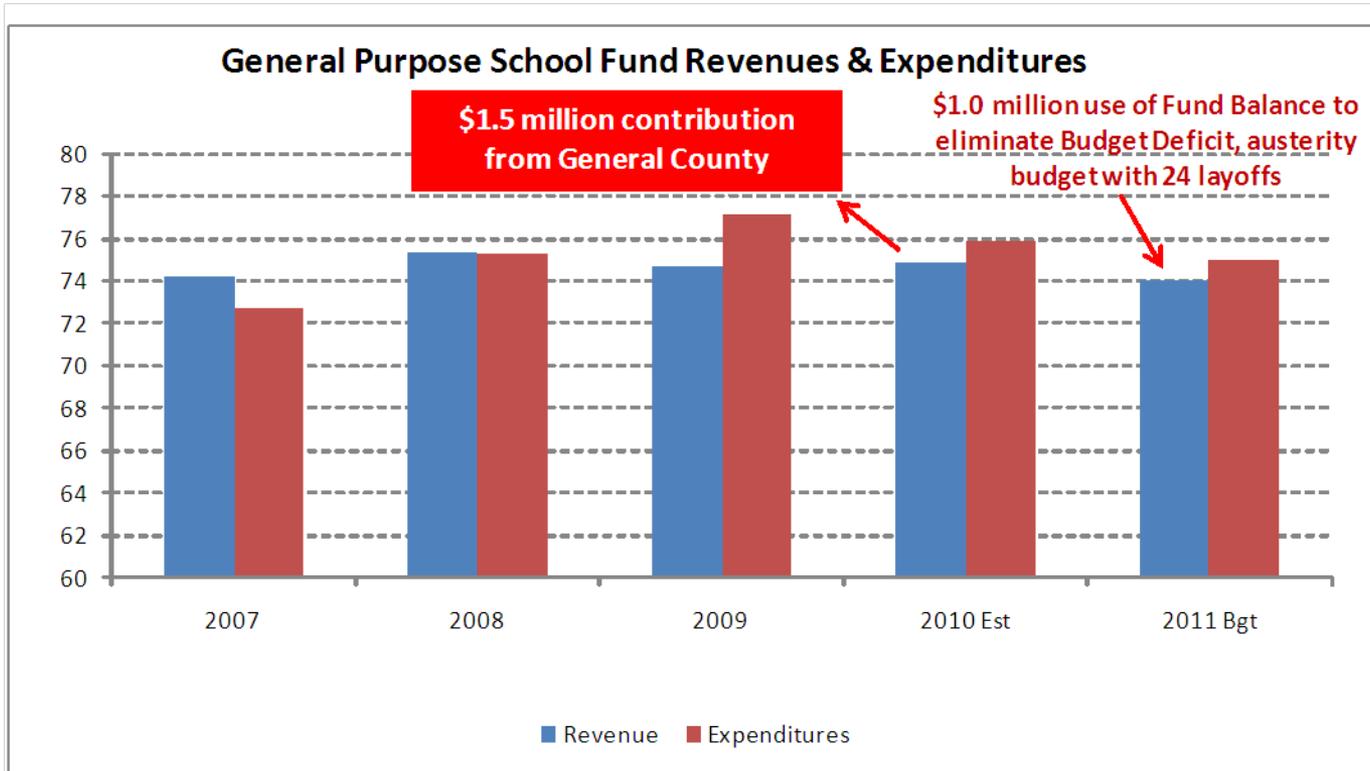
General County



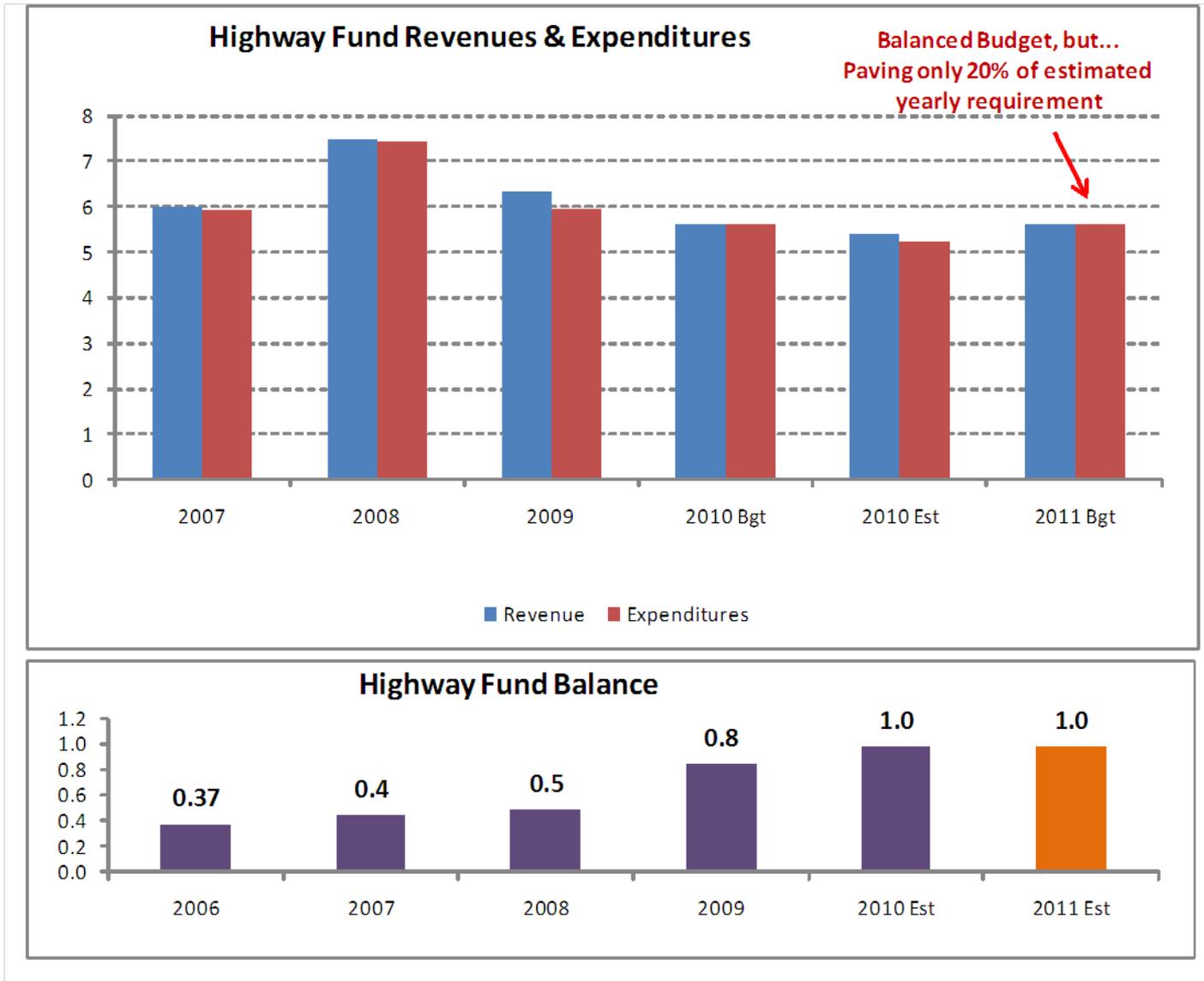
Debt Service



Blount County Schools



Highway Department



A new base case

Adoption of the Certified Tax Rate

(Assumes Revenue Neutral - i.e. 95% collection rate)

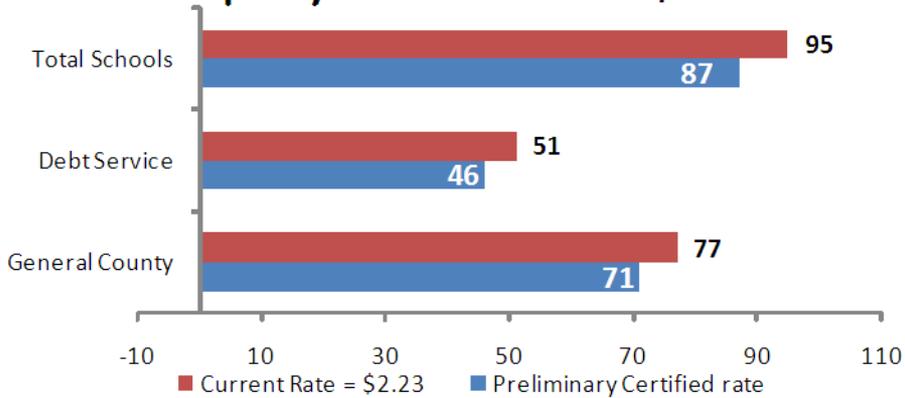
Balancing the budgets with 6c reallocation of the certified property tax rate from Debt Service Share to Schools and the use of fund balance in 101 Gen County

(no change in Schools appropriations)

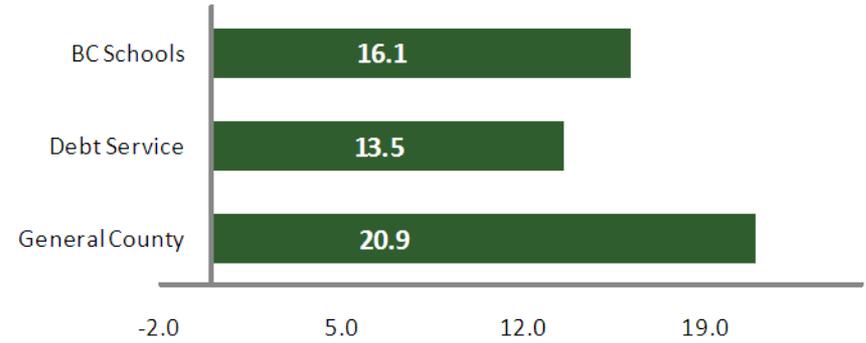
New Base Case

Certified Tax Rate - No Reallocation

Property Tax Allocation - \$2.04

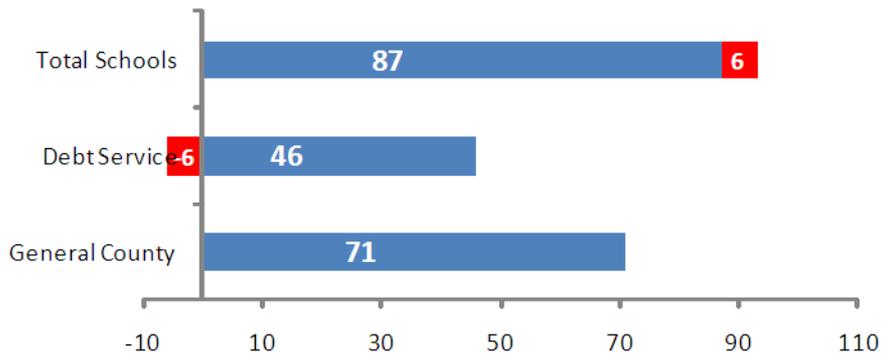


Property Tax Allocation - \$50.6



Certified Tax Rate - 6c Reallocation

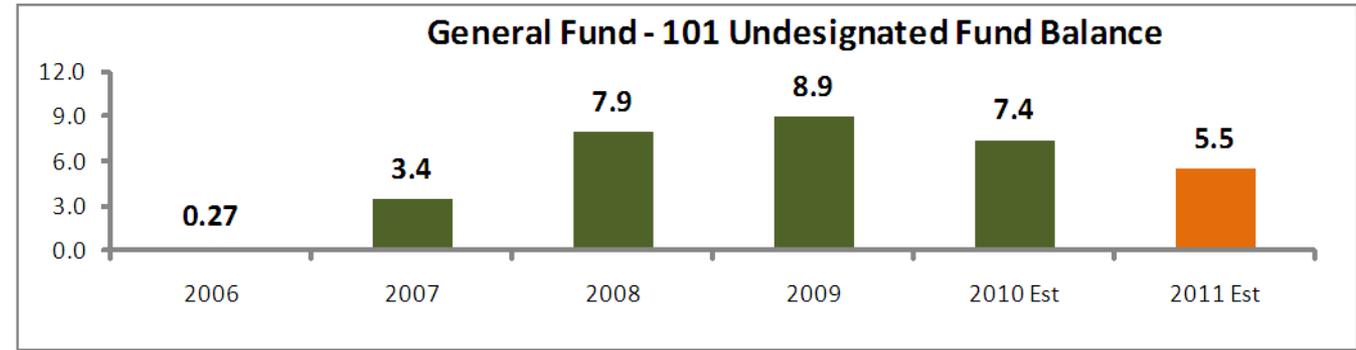
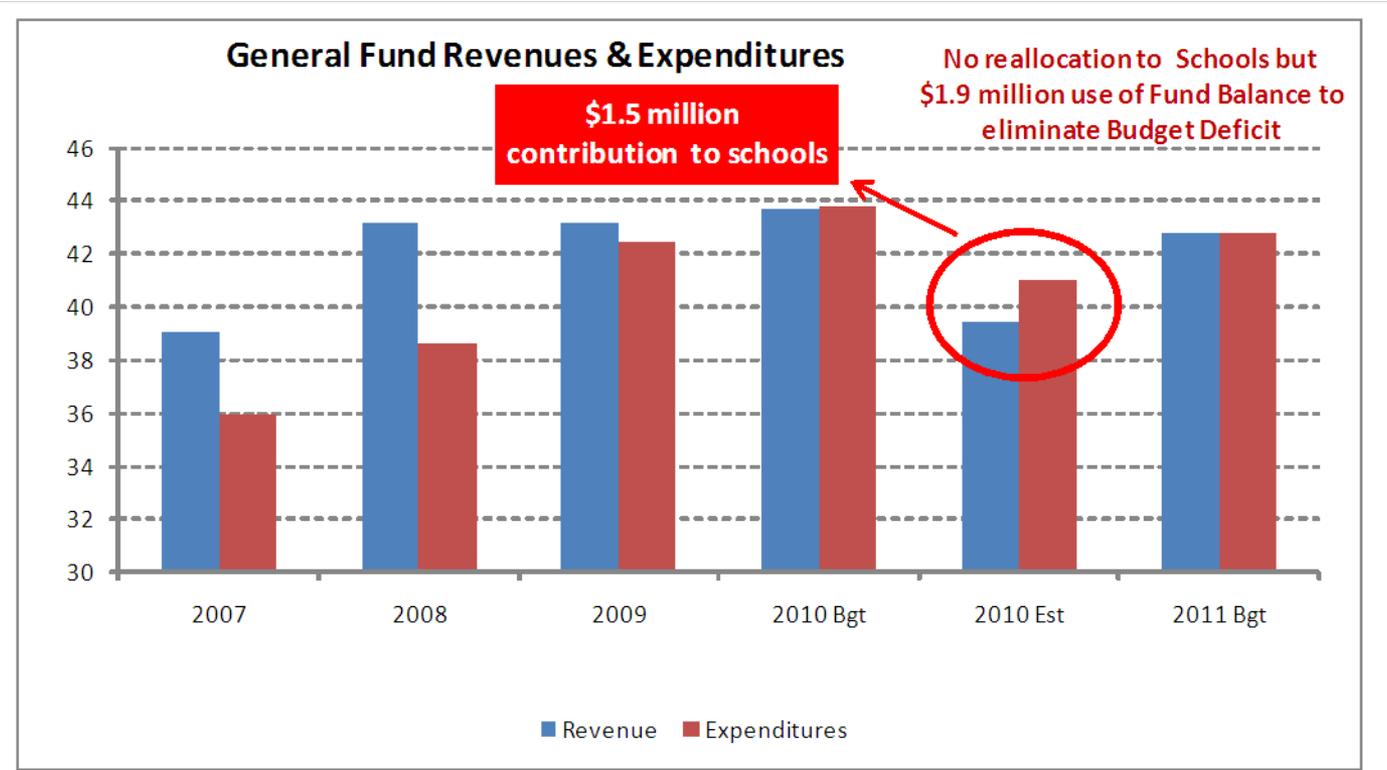
Property Tax Allocation - \$2.04



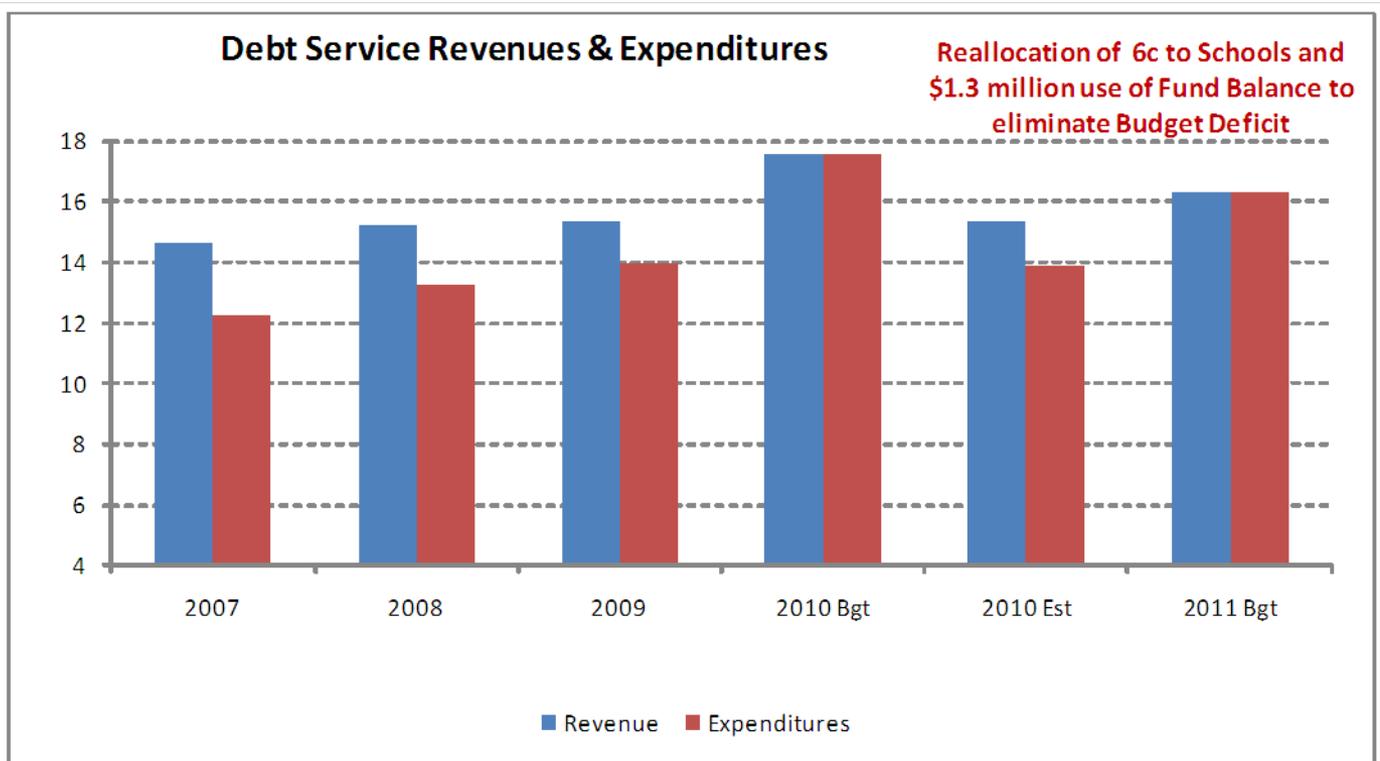
Property Tax Allocation - \$49.8



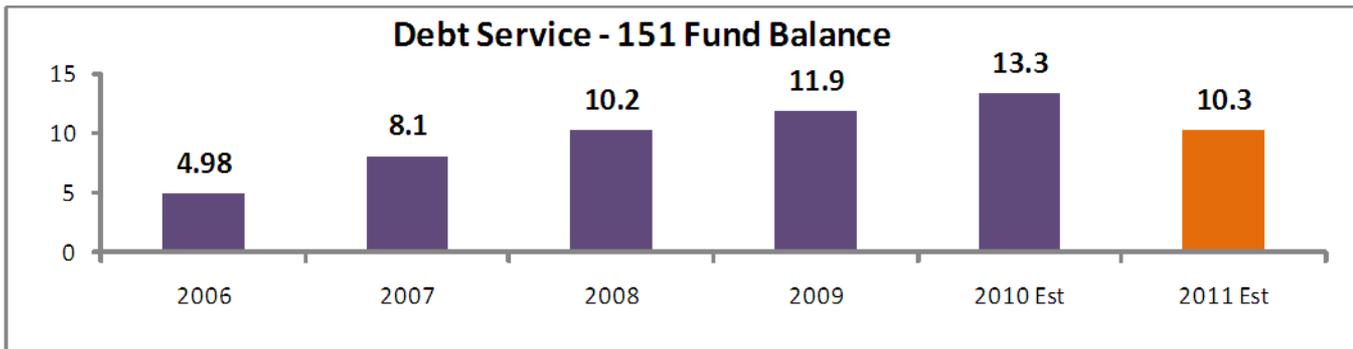
General County



Debt Service

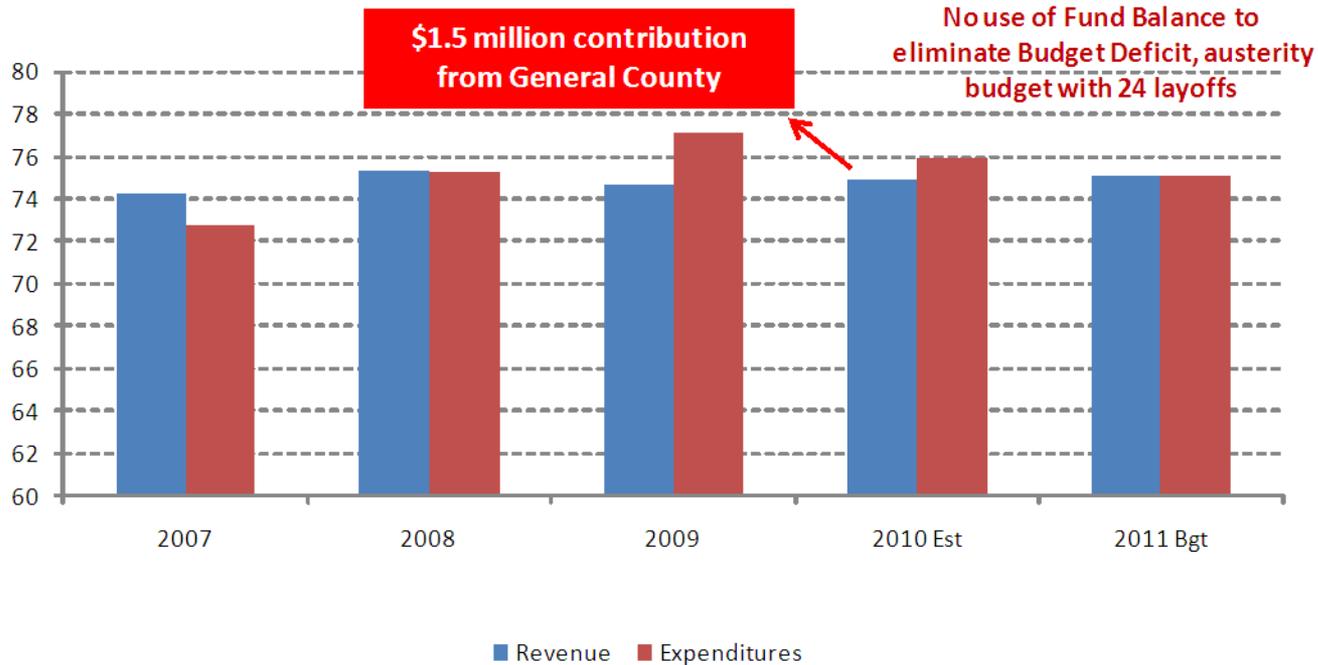


Does not provide
For termination of
B-18-A Swaps



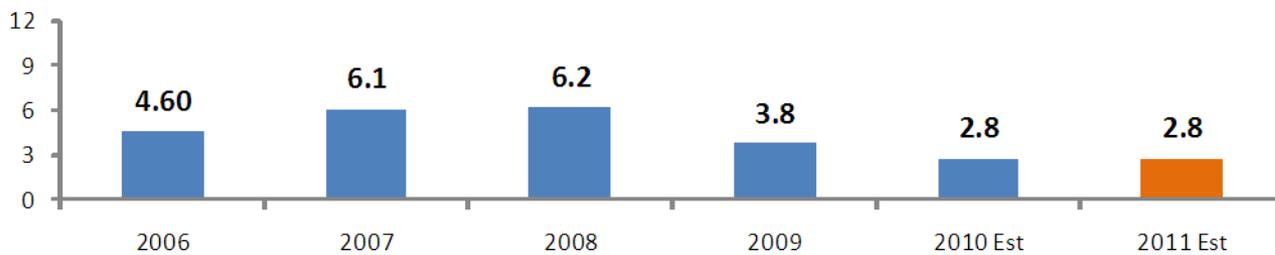
Blount County Schools

General Purpose School Fund Revenues & Expenditures



\$75.0 million
Appropriations

General Purpose Schools - 141 Fund Balance



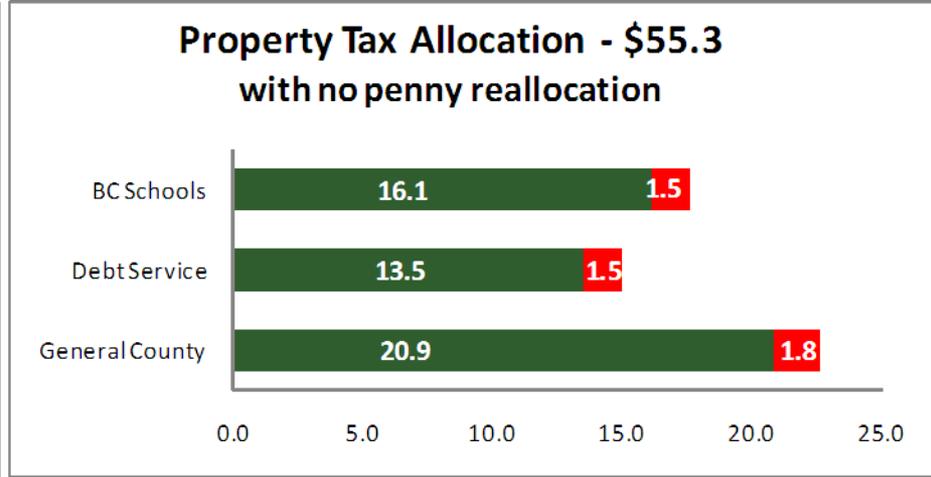
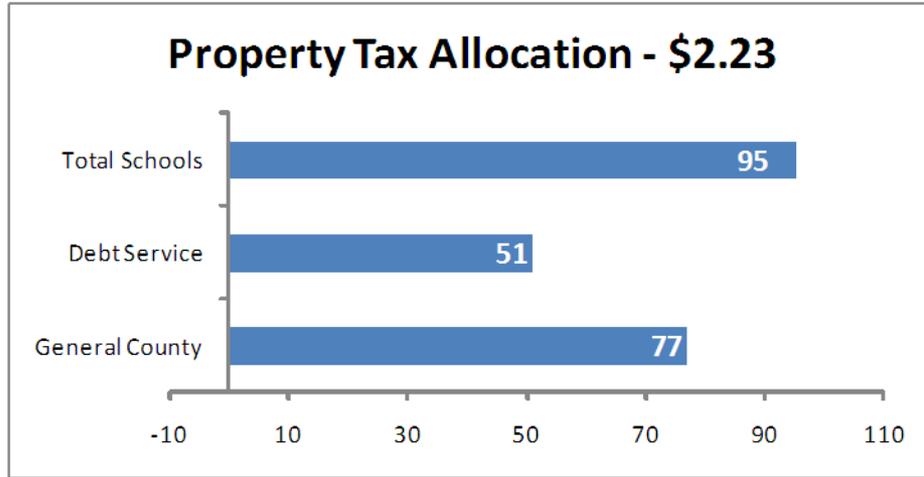
Case B

Keeps the tax rate at its current level of 2.23, with reallocation of tax rate from Debt Service and \$1.5 million increase in the Schools appropriations budget (no layoffs plus \$500k add backs)

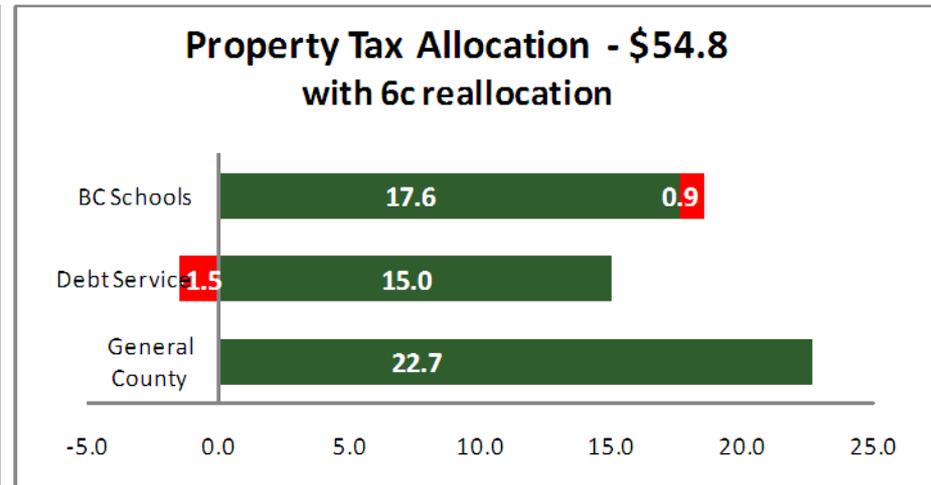
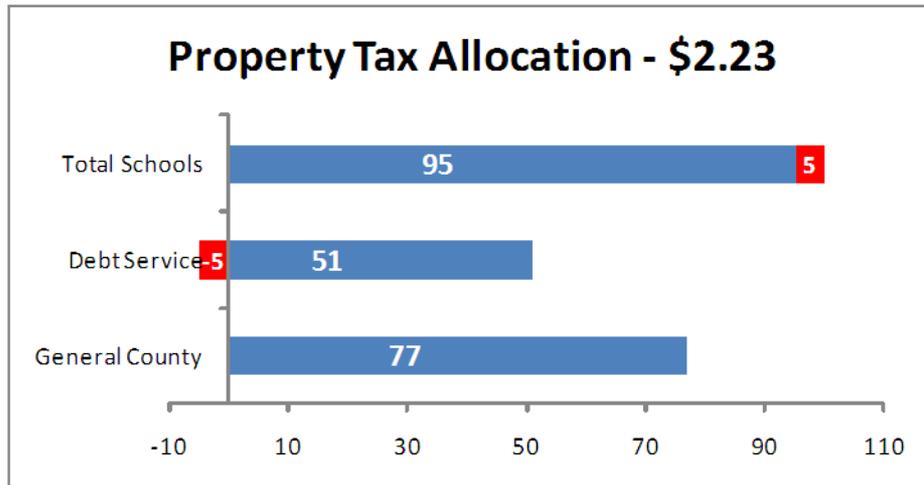
\$5.6 million Revenue Enhancement
from increased property values
(\$4.2 to Blount County)

Case B - \$2.23 property Tax Rate

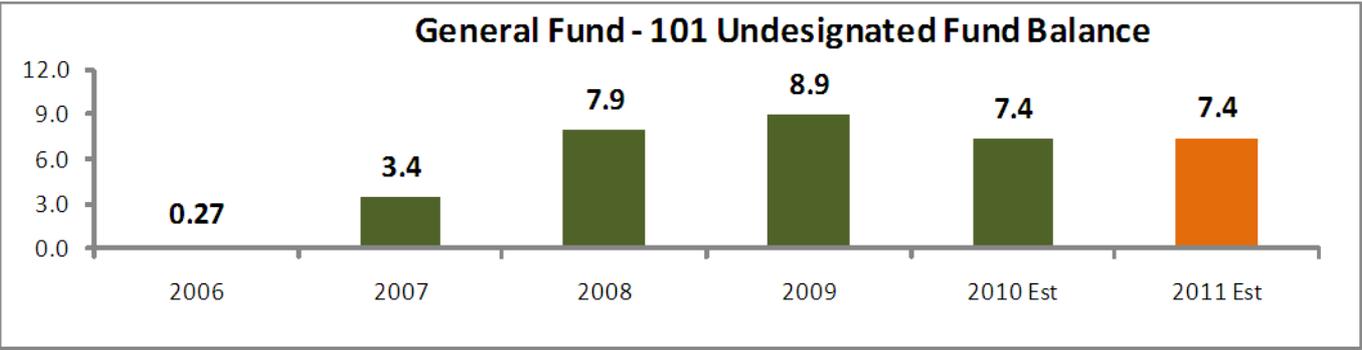
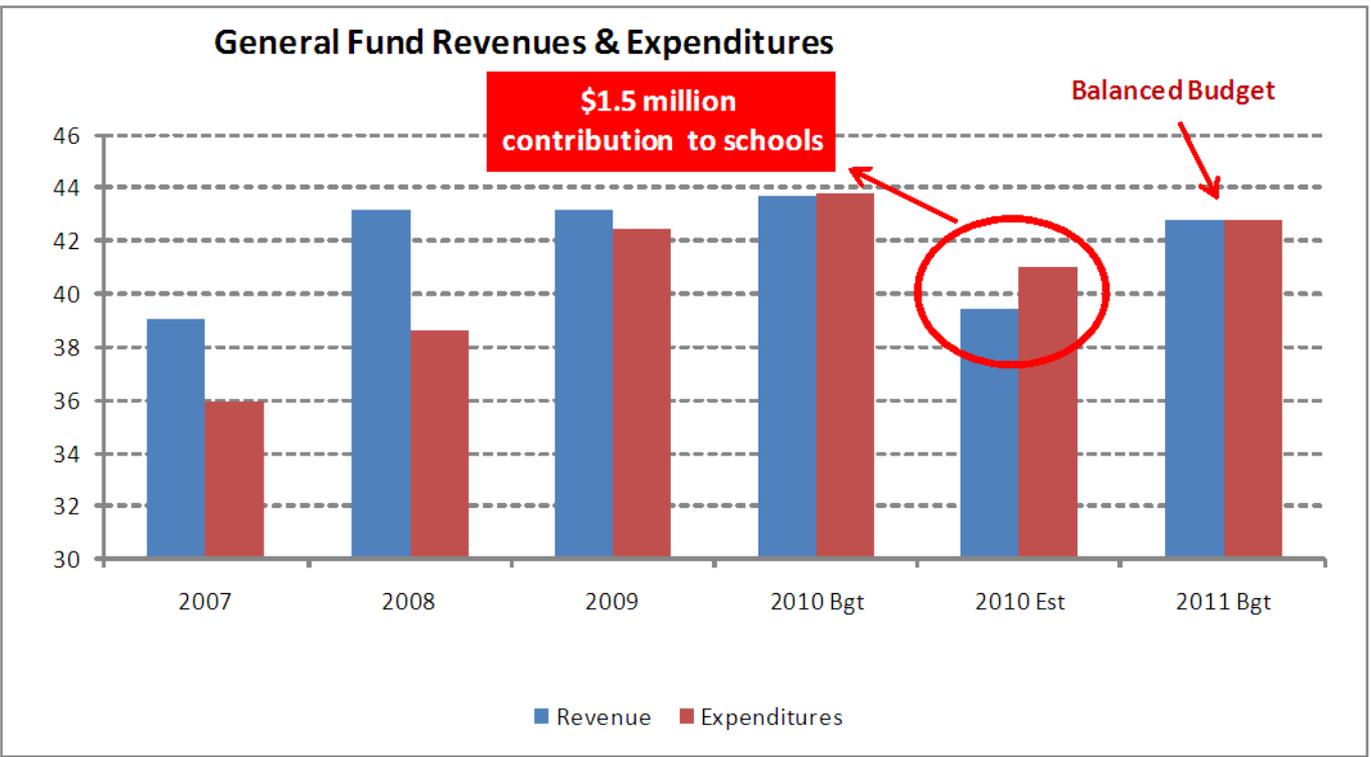
Current Tax Rate - No Reallocation



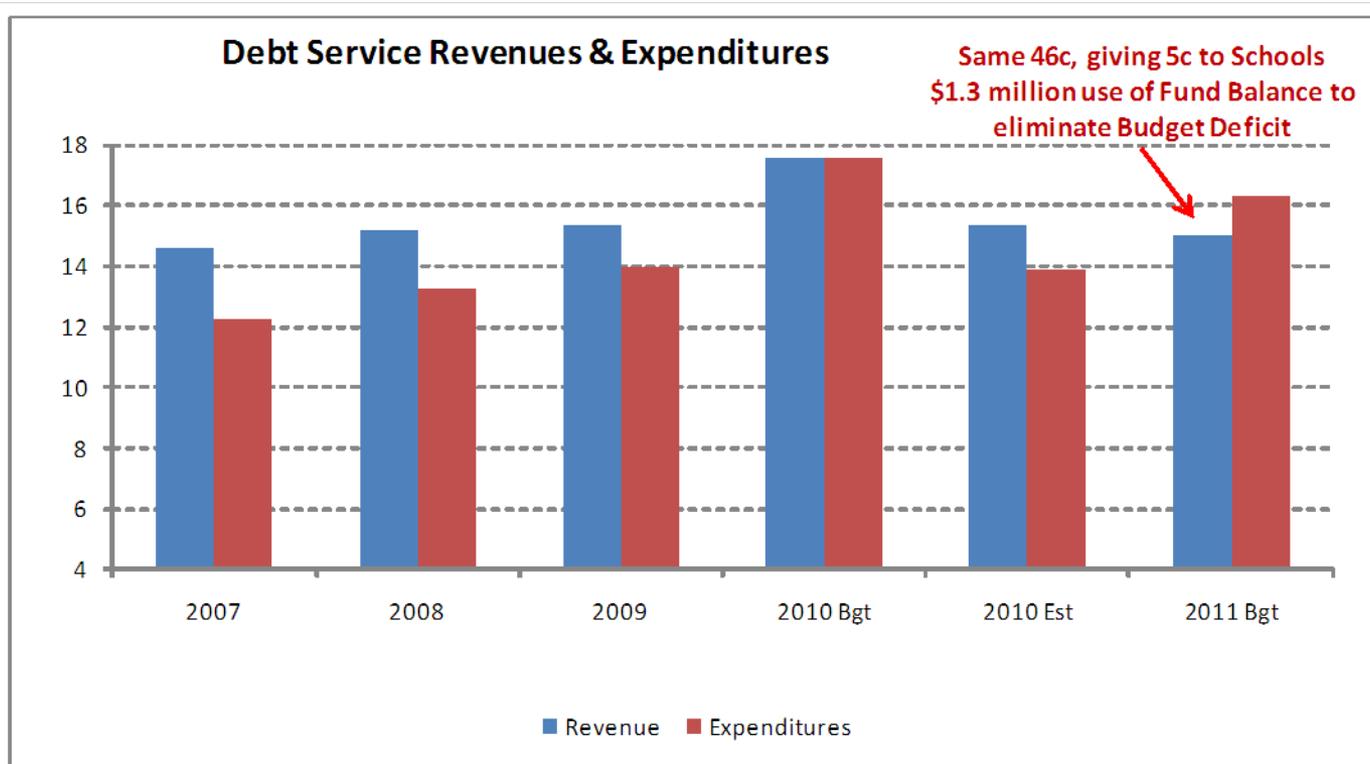
Current Tax Rate - 6c Reallocation



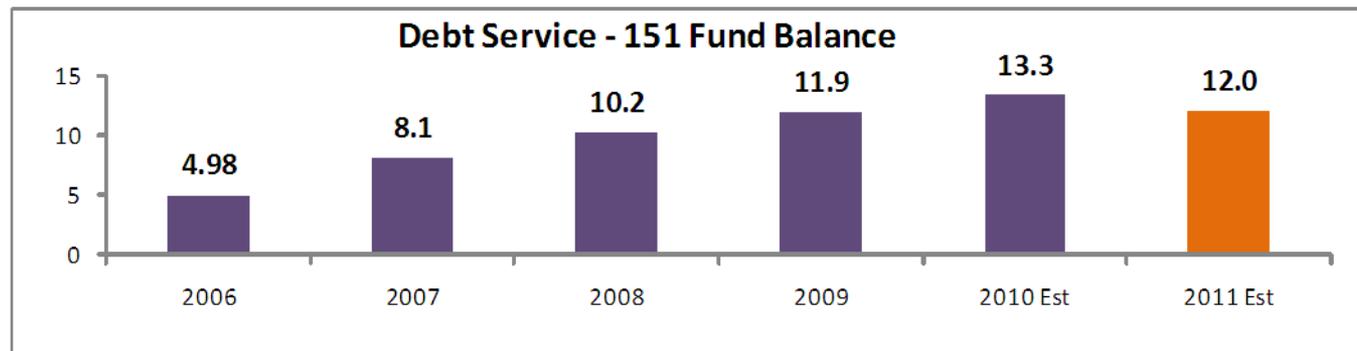
General County



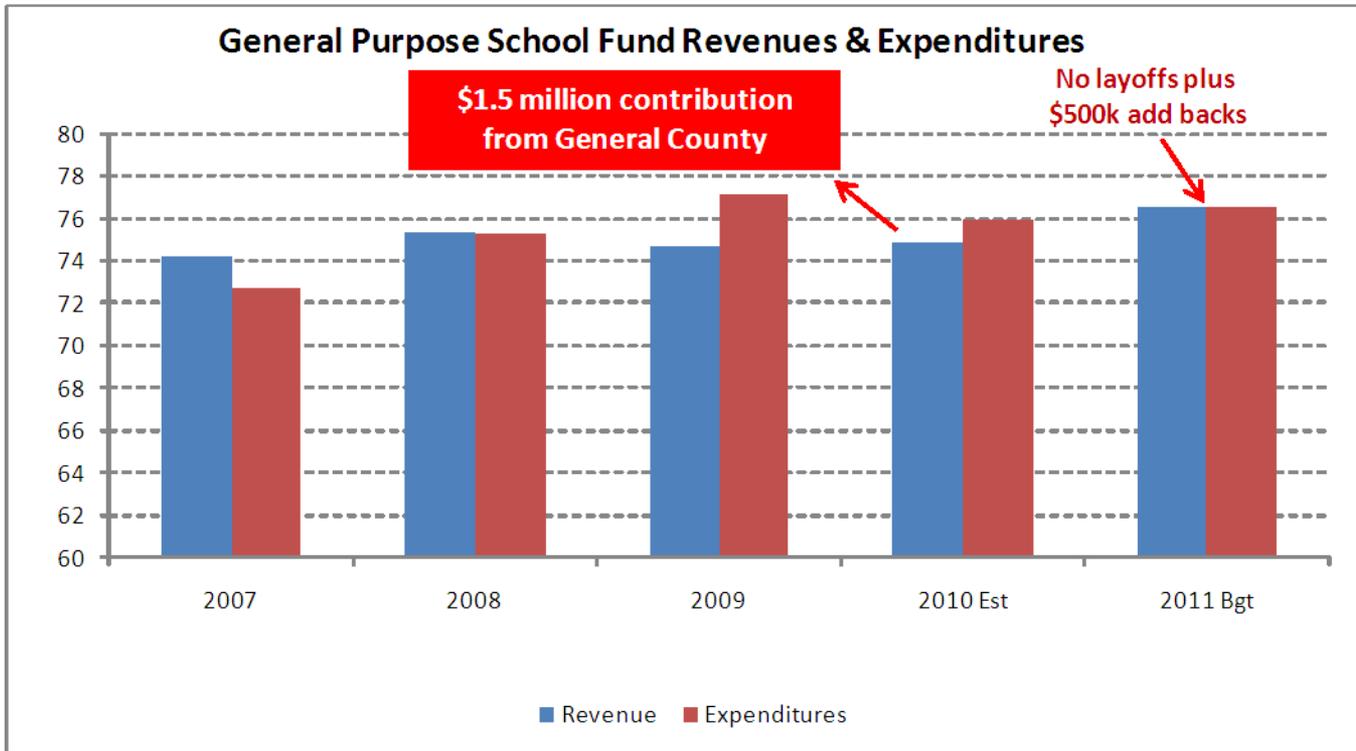
Debt Service



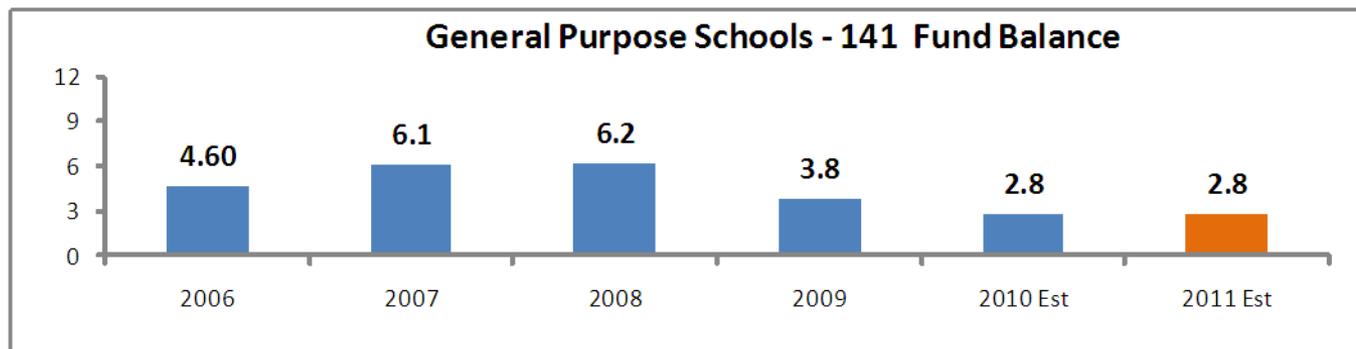
Does not provide
For termination of
B-18-A Swaps



Blount County Schools



\$76.5 million
Appropriations



Changes in 141 Appropriations

- No-layoffs
- Athletic Supplements \$48k
- 1 day furlough for all Central Office, Principals, and All Classified \$72k
- 1 Talented & Gifted Teacher \$55k
- 4 PT Teacher Assistants \$32k
- HS Security Guards \$42k
- Replacement and repair of damaged textbooks \$15k
- Nursing supplies for school clinics \$16k
- Bus routes \$120k
- Fee waiver instructional supplies \$30k
- CTE instructional supplies \$37k
- Computer replacements \$11k
- Swim pool rental for HS swim teams \$3
- Custodial Supplies \$10k
- Planetarium operating costs \$5k

Case C

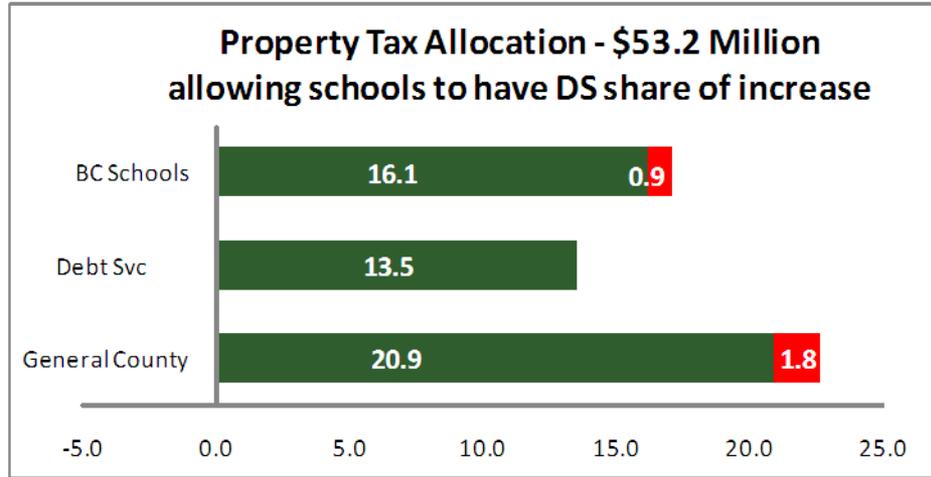
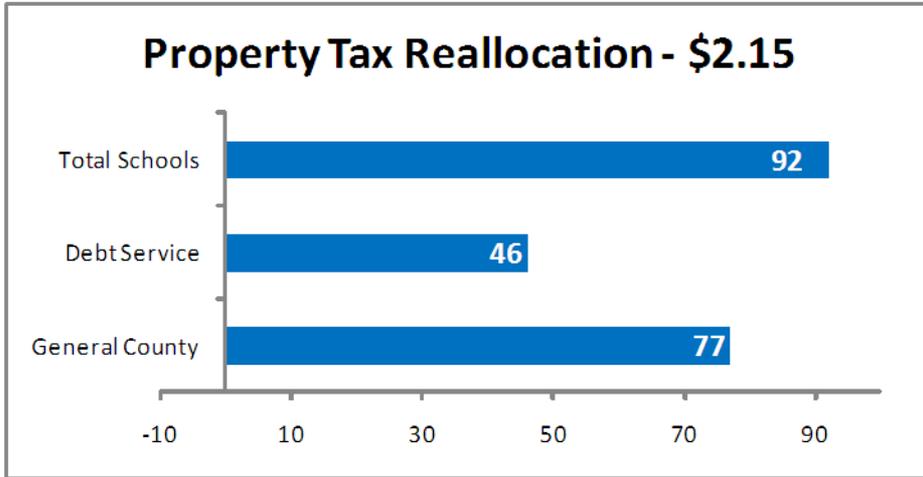
Sets the property tax rate at \$2.15, keeping Gen Cty 101 whole, with reallocation from DS to Schools

Increases in the Schools appropriations budget, but less than in Case B (no layoffs plus 120k)

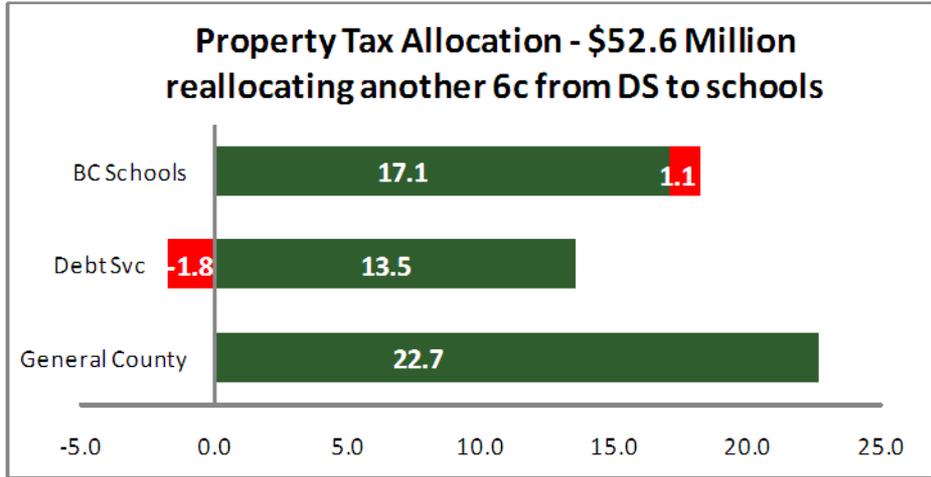
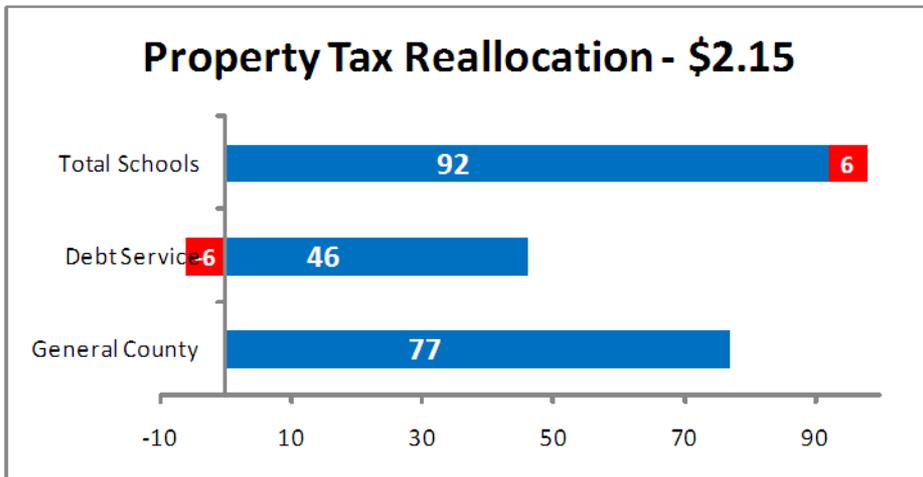
\$3.2 million Revenue Enhancement
from increased property values
(\$2.0 to Blount County)

Case C - \$2.15 property Tax Rate

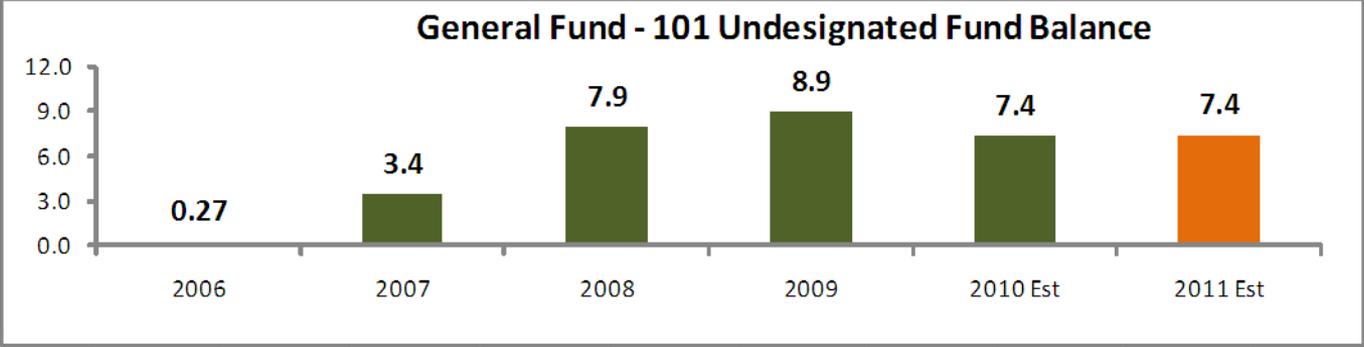
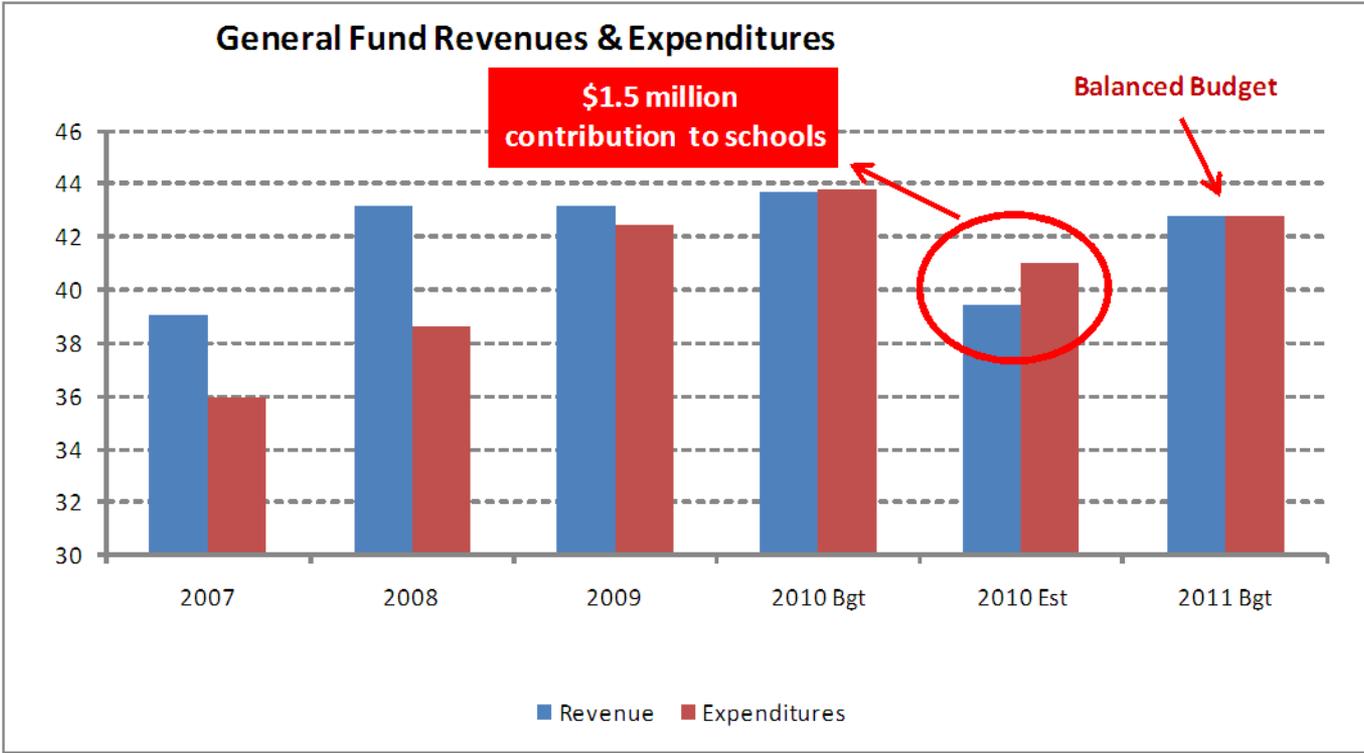
\$2.15 Tax Rate - Reallocation from DS to Schools



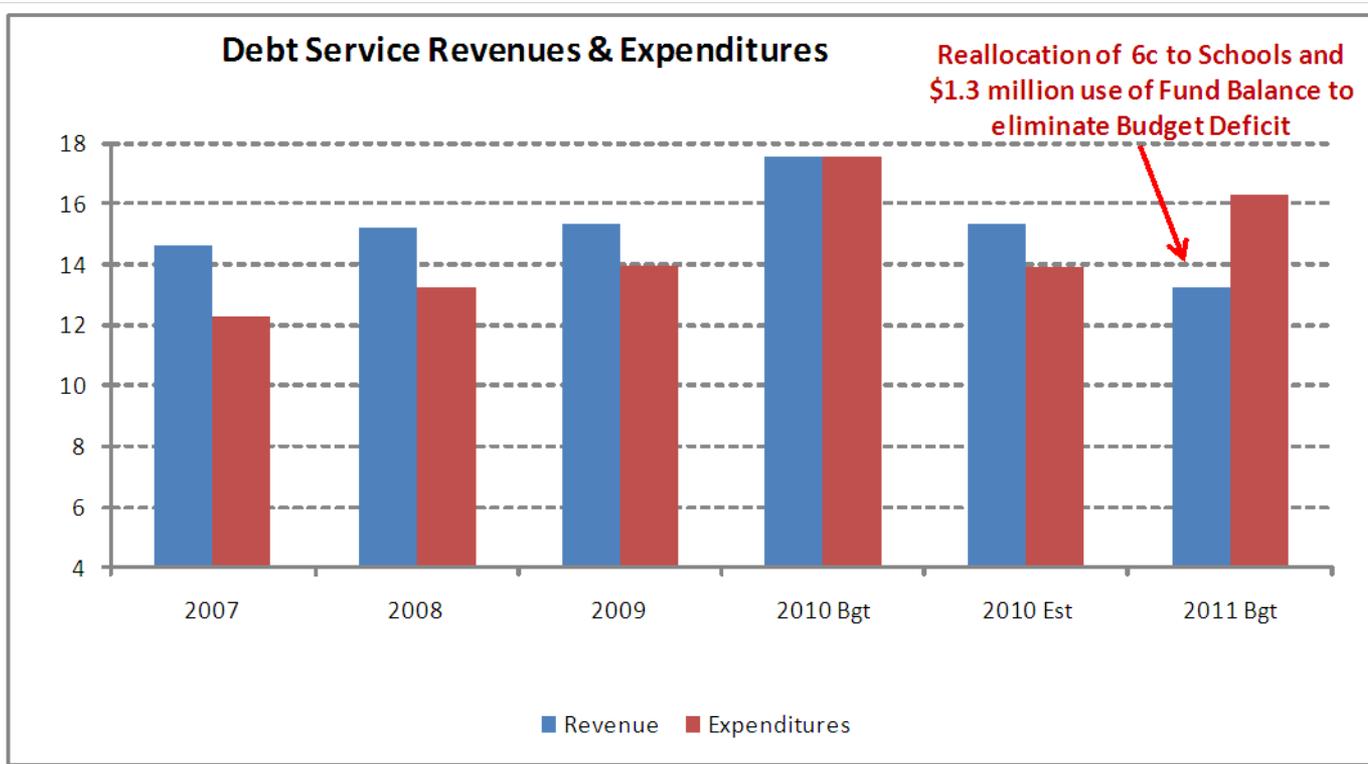
\$2.15 Tax Rate - Further Reallocation from DS to Schools



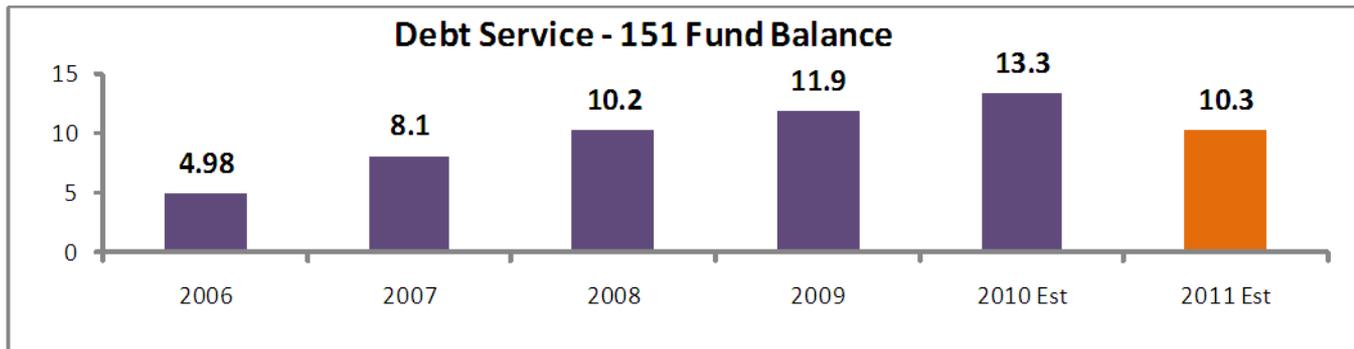
General County



Debt Service

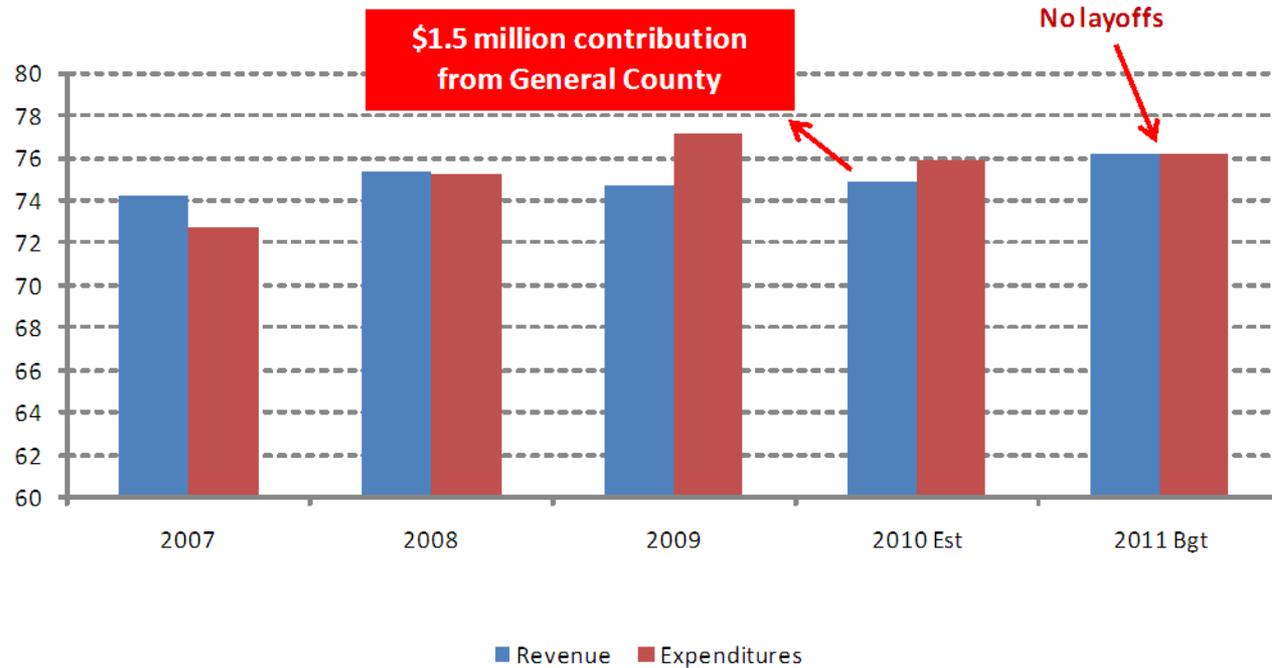


Does not provide
For termination of
B-18-A Swaps



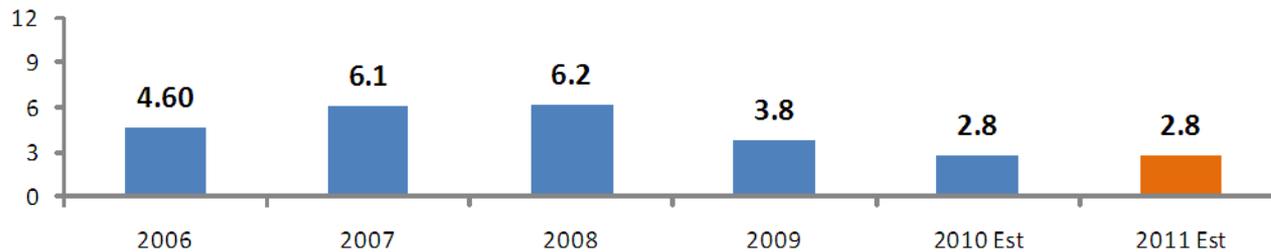
Blount County Schools

General Purpose School Fund Revenues & Expenditures



\$76.1 million
Appropriations

General Purpose Schools - 141 Fund Balance



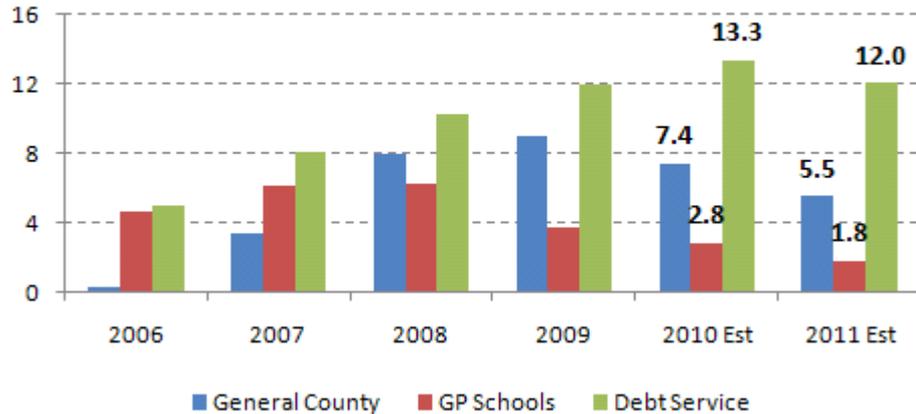
Changes in 141 Appropriations

- No-layoffs
- Athletic Supplements \$48k
- 1 day furlough for all Central Office, Principals, and All Classified \$72k

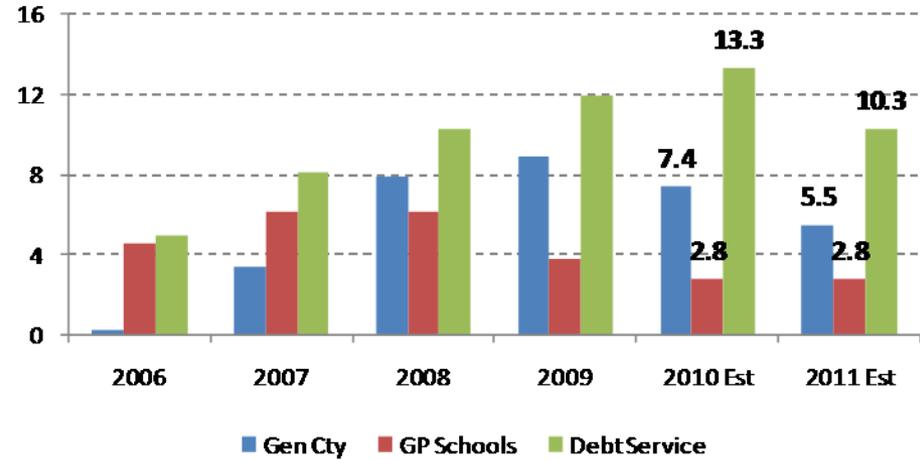
Summary of Fund Balance trends under the various scenarios

Fund Balance Trend Summary

**Context - Adopt Certified Rate
No interventions**

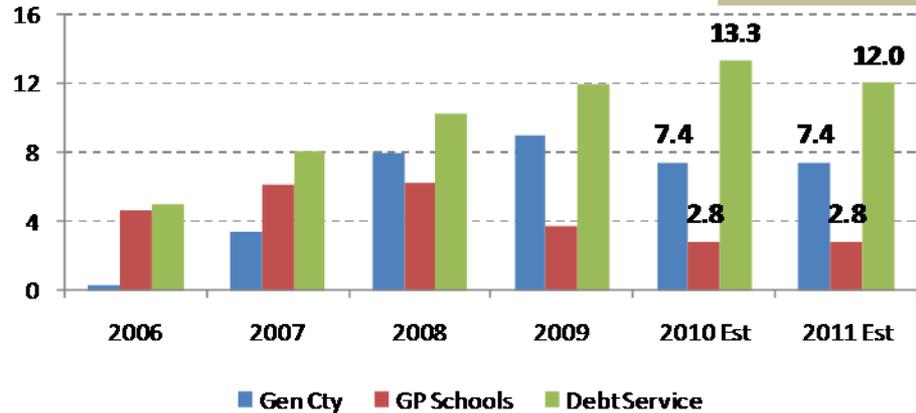


New Base Case - Support Schools from DS Fund



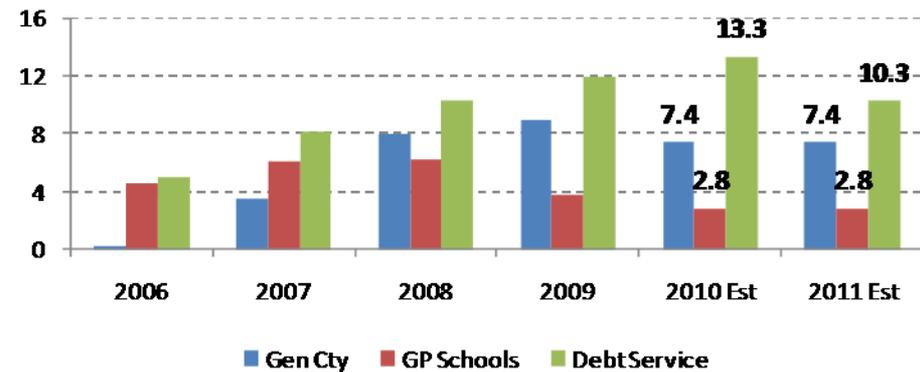
**Keep Current Tax Rate - \$2.23
Give DS share of increase to Schools**

No Layoffs plus \$500k add back to Appropriations



**Keep Current Tax Rate - \$2.15
Give DS share of increase plus 6c to Schools**

No Layoffs plus 120k add back to Appropriations



RESOLUTION No.

Sponsored by:

A RESOLUTION TO LEVY A TAX RATE IN EXCESS OF THE CERTIFIED TAX RATE

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1701(a), requires that, in the event of a general reappraisal in a county, the county legislative body shall determine and certify a tax rate which will provide the same ad valorem revenue for that jurisdiction as was levied during the previous year; and

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1701(b), authorizes the State Board of Equalization to establish policies providing a procedure or formula for calculating the certified tax rate and Blount County followed that procedure after reappraisal in 2010; and

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1702, authorizes a county legislative body to exceed the certified tax rate set according to *Tennessee Code Annotated*, Section 67-5-1701, by resolution after advertising its intent to exceed the certified tax rate in a newspaper of general circulation in the county (with an affidavit of publication sent within thirty days after publication to the State Board of Equalization) and public hearing; and

WHEREAS, Blount County desires to levy a tax rate in excess of the certified tax rate.

NOW THEREFORE, BE IT RESOLVED by the Blount County Legislative Body, meeting in regular session on this the 17th day of June, 2010, that:

Section 1. A tax rate, in excess of the certified tax rate, is hereby levied as follows:

	General County Fund	\$.77
	General Purpose School Fund	\$.98
General	Debt Service	<u>\$.40</u>
		\$ 2.15

Section 2. This resolution shall take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the county legislative body.

Adopted this 17th day of June, 2010.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____
County Mayor

Date

Resolution No. _____

Resolution Sponsors:

Commissioner

Commissioner

Be it resolved, by the Legislative Body of Blount County, Tennessee, in regular session assembled at the Courthouse in Maryville on this 17th day of June, 2010, that the tax levy or tax rate for the fiscal year beginning July 1, 2010 through June 30, 2011, be and the same is hereby fixed for the year as follows:

County Tax for General Purposes..... \$ 0.77

School Tax to operate Elementary, Middle, and High Schools..... \$ 0.98

Fund Debt Service, or for the purpose of paying interest on and for the purpose of creating a fund to liquidate the principal and interest on all Bonds, Notes, and Warrants or other evidences of indebtedness that require the levy of a Debt Service..... \$ 0.40

Making a total levy of \$ **2.15**
on all assessable property of Blount County on the \$100.00 worth of said taxable property in the County.

It is further ordered that all business and occupations that are taxable privileges by the State of Tennessee, as provided by existing State Law or laws, be, and the same are hereby declared taxable privileges for County purposes at the same rate and amounts provided by Statutes of the State for State purposes.

There is also levied a special tax of 17% upon the wholesale price of beer as provided by Chapter 96 of the Public Acts of Tennessee.

In accordance with the Private Acts of 2009 there is levied a privilege tax of five (5%) percent on the occupancy of any rooms, lodgings, or accommodations furnished to transients by any hotel, inn, tourist court, tourist cabin, campground, motel or any place in which rooms, lodgings or accommodations are furnished transients for a consideration in Blount County.

Be it further resolved, that the Trustee may accept property taxes at any time after July 10th as prescribed in Tennessee code annotated in section 67-1-702.

Duly passed and approved on this 17th day of June, 2010.

Certification of Action

Attest

Commission Chairman

County Clerk

Approved:_____

Vetoed:_____

County Mayor

Date

Resolution No. _____

Resolution Sponsors:

Commissioner

Commissioner

A resolution making appropriations for the various funds, departments, institutions, offices, and agencies of Blount County, Tennessee, for the year beginning July 1, 2010, and ending June 30, 2011.

Section 1. **Be it resolved** by the Board of County Commissioners of Blount County, Tennessee, assembled in regular session on the 17th day of June, 2010, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Blount County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the year beginning July 1, 2010 and ending June 30, 2011, according to the following schedule:

General Fund

County Commission	\$	211,479
Board of Equalization		9,710
Beer Board		200
Budget Committee		500
County Mayor		242,294
Personnel		169,626
Election Commission		584,114
Register of Deeds		618,811
Planning		211,648
Building Commissioner		85,565
Engineering (Stormwater)		171,054
Codes Compliance		215,185
County Building Maintenance		1,570,385
Other General Administration		808,365
Preservation of Records		121,314
Risk Management		272,012
Accounting and Budgeting		753,937
Purchasing		346,659
Property Assessor		955,373
Reappraisal		401,679
County Trustee		453,085
County Clerk		1,165,181
Data Processing		652,050
Circuit Court Judge		102,338
Circuit Court Clerk		1,995,482

General Sessions Judge	946,575
Juvenile Court	443,081
Public Defender	65,380
Other Administration of Justice	488,314
Probation	360,065
Sheriff's Department	10,250,710
Sex Offender Registry	5,000
Jail	7,269,408
Workhouse	10,414
Juvenile Services	1,430,227
Fire Prevention	23,250
Civil Defense	162,525
Communications Center	302,133
Coroner/Medical Examiner	52,000
Local Health Center	485,633
Animal Control	414,806
General Welfare Assistance	30,086
Other Local Welfare	98,668
Other Public Health and Welfare	335,328
Parks and Fair Boards	653,583
Agriculture Extension Service	178,240
Soil Conservation	119,273
Tourism	660,123
Industrial Development	786,173
Other Economic & Community Development	165,010
Veteran Services	174,275
Other Charges	157,480
Contributions to Other Agencies	45,000
Miscellaneous	500,000
Litter & Trash Grant	82,195
Other General Government Projects	876,370
Transfers Out--Library	899,520
Chancery Court- Equity Division	33,595
Chancery Court-Clerk and Master	491,061
Other General Government Projects-COPS Technology grant	187,060
Other General Government Projects-Byrne Grant-Sheriff	141,638
Other General Government Projects-JAG grant-Sheriff	10,887
Civil Defense-Performance grant	25,000
Civil Defense-Homeland Security grant	54,595
Civil Defense-Emergency Mgmt grant	198,097
Civil Defense-Emergency Mgmt grant	53,500
Civil Defense-Homeland Security grant	255,387
Local Health Center-DGA grant	761,114
Total General Fund	\$ 42,800,825
<u>Courthouse & Jail Maintenance Fund</u>	
County Buildings	8,150
Other Charges	100
Total Courthouse & Jail Maintenance Fund	\$ 8,250

<u>Total Law Library</u>	\$	8,000
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Public Library

County Buildings	\$	188,920
Libraries		1,852,719
Other Social Cultural-Recreation		83,500

<u>Total Public Library</u>	\$	2,125,139
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<u>Total Drug Control Fund</u>	\$	437,000
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<u>Total Drug Court Fund</u>	\$	188,414
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Highway/Public Works Fund

Administration	\$	738,329
Highway and Bridge Maintenance		3,594,135
Operation and Maintenance of Equipment		1,129,207
Capital Outlay		153,500

<u>Total Highway/Public Works Fund</u>	\$	5,615,171
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General Purpose School Fund

Regular Education	\$	37,758,911
Special Education		7,616,000
Vocational Education		3,349,600
Adult Education		201,700
Other-Retiree Insurance		1,420,000
Attendance		157,000
Health Services-Clinic Personnel		632,400
Regular Instruction-Chapter II 87-01		125,000
Other Student Support-Guidance		1,817,300
State Grant-Family Resource Center		33,300
Regular Instruction		1,906,000
Special Education		365,100
Vocational Education		71,300
Adult Program		112,100
Other Programs		53,100
Board of Education		1,151,970
Director of Schools		383,800
Office of the Principal		5,052,100
Fiscal Services		176,300
Operation of Plant		7,303,000
Maintenance of Plant		1,689,000
Transportation		3,308,900
Central and Other		636,700
Early Childhood Education		581,000
Schools Debt Service		268,330

Total General Purpose School Fund

\$ 76,169,911

Federal School Projects Fund

Regular Instruction-Title I	\$ 1,985,000
Other Student Support	211,000
Transfers Out	158,000
Regular Instruction Program-Title I ARRA	579,600
Other Student Support	20,400
Regular Instruction Program-Consolidated Administration	125,000
Special Education Program-IDEA PART B	2,065,797
Special Education Program	340,300
Transportation	110,000
Special Education Program-IDEA PART B ARRA	553,300
Special Education Program	146,700
Transportation	300,000
Special Ed Program-writing right with white boards	68,000
Special Education Program-IDEA Preschool	92,510
Special Education Program-IDEA Preschool ARRA	36,100
Special Education Program	4,900
Vocational Education Program-Carl Perkins	137,000
Other Student Support	35,000
Vocational Education Program	4,000
Vocational Education Program-Growing Non-Traditional Student	52,696
Regular Instruction Program-Title II	467,000
Other Student support	52,000
Transfers Out	1,000
Other Student Support-Title II Part D	26,000
Vocational Education Program	28,700
Regular Instruction Program-Title III	21,000

Total Federal School Projects Fund \$ **7,621,003**

Total Central Cafeteria Fund \$ **5,300,000**

Total Extended Day Care Program Fund \$ **1,693,000**

General Debt Service Fund

General Government-Principal	4,905,501
General Government-Interest on Debt	10,440,000
General Government-Other Debt Service	965,000
Payments to Refunded Debt Escrow Agent	48,000,000

Total General Debt Service Fund \$ **64,310,501**

Total Budget FY 10-11 \$ **206,277,214**

Section 1 Be it further resolved, that the budget for the School Federal Projects Fund shall be the budget approved for separate projects within the fund by the Tennessee Department of Education.

Section 2 Be it further resolved, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State laws heretofore or hereafter enacted, expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff may be made for such purposes and in such amounts as may be authorized by existing laws or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

Section 3 Be it further resolved, that if any fee officials, as enumerated in Section 8-22-101, T.C.A., operate under provisions of Section 8-22-104, T.C.A., provisions of the preceding paragraph shall not apply to those particular officials.

Section 4 Be it further resolved, that any amendment to the budget shall be approved as provided in Section 5-12-110, T.C.A.

One copy of each amendment shall be filed with the County Clerk, one copy with the Chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

Section 5 Be it further resolved, that any appropriations made by this resolution which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2011. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

Section 6 Be it further resolved, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the year 2010-11 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made.

The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2011.

Section 7 Be it further resolved, that the delinquent County property taxes for the year 2009 and prior years and the interest and penalty hereon collected during the year ending June 30, 2011 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2010. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

Section 8 Be it further resolved, that all unencumbered balances of appropriations remaining at the end of the year shall lapse, and be of no further effect at the end of the year at June 30, 2011.

Section 9 Be it further resolved, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

Section 10 Be it further resolved, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2010. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Section 11 Be it further resolved, that the interest earned on funds held temporarily idle for the Blount County Library and Library fines collected be designated toward the Blount County Library Capital uses.

Section 12 Be it further resolved, that the property tax discounts as authorized by T.C.A. 67-5-1804 (a) for early payment for real property payments. The discount shall be 2% of the ad valorem real property taxes currently due if such taxes are paid within thirty (30) days and 1% if paid after more than thirty (30) but less than sixty (60) under the guidelines of T.C.A. 67-5-1804 (a).

Section 13 Be it further resolved, the Blount County Commission is committed to long-term solutions for the County's needs including the orderly and systematic financing and acquisition of public improvements. To achieve that goal, the Commission recognizes the value of a long-term capital plan and reaffirms its commitment to the six-year capital improvements concept to address those issues.

Section 14 Be it further resolved, should there be a shortfall in received revenues for the Contracted Prisoner Board in the General County Fund; the Debt Service Fund would forego their revenue allocation.

Section 15 Be it further resolved, Interest Earnings would be credited to the General, Library, Highway, General Schools, Worker's Compensation, Employee Health and Employee Dental Funds, and Metro Narcotics based on the average month-end balances per the Trustee's Report, and the interest rate earned by the Trustee for all funds. Interest Earnings not credited as above will be credited to the Debt Service Fund.

Section 16 Be it further resolved, that included in this budget is a supplement for the sheriff as approved in prior years for the workhouse and the juvenile detention center equal to 10% of his base salary, each.

Section 17 Be it further resolved, that amounts approved and hereby appropriated for County Official salaries exceed the minimum required by state statute and are hereby approved above that minimum.

Passed this 17th day of June, 2010.

Certification of Action

Attest

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

Resolution No. _____

Resolution Sponsors:

Commissioner

Commissioner

Be it resolved, by the Legislative Body of Blount County, Tennessee, in regular session assembled at the Courthouse in Maryville on this 17th day of June, 2010, that the tax levy or tax rate for the fiscal year beginning July 1, 2010 through June 30, 2011, be and the same is hereby fixed for the year as follows:

County Tax for General Purposes..... \$ 0.71

School Tax to operate Elementary, Middle, and High Schools..... \$ 0.93

Fund Debt Service, or for the purpose of paying interest on and for the purpose of creating a fund to liquidate the principal and interest on all Bonds, Notes, and Warrants or other evidences of indebtedness that require the levy of a Debt Service..... \$ 0.40

Making a total levy of **\$ 2.04**
on all assessable property of Blount County on the \$100.00 worth of said taxable property in the County.

It is further ordered that all business and occupations that are taxable privileges by the State of Tennessee, as provided by existing State Law or laws, be, and the same are hereby declared taxable privileges for County purposes at the same rate and amounts provided by Statutes of the State for State purposes.

There is also levied a special tax of 17% upon the wholesale price of beer as provided by Chapter 96 of the Public Acts of Tennessee.

In accordance with the Private Acts of 2009 there is levied a privilege tax of five (5%) percent on the occupancy of any rooms, lodgings, or accommodations furnished to transients by any hotel, inn, tourist court, tourist cabin, campground, motel or any place in which rooms, lodgings or accommodations are furnished transients for a consideration in Blount County.

Be it further resolved, that the Trustee may accept property taxes at any time after July 10th as prescribed in Tennessee code annotated in section 67-1-702.

Duly passed and approved on this 17th day of June, 2010.

Certification of Action

Attest

Commission Chairman

County Clerk

Approved:_____

Vetoed:_____

County Mayor

Date

Resolution No. _____

Resolution Sponsors:

Commissioner

Commissioner

A resolution making appropriations for the various funds, departments, institutions, offices, and agencies of Blount County, Tennessee, for the year beginning July 1, 2010, and ending June 30, 2011.

Section 1. **Be it resolved** by the Board of County Commissioners of Blount County, Tennessee, assembled in regular session on the 17th day of June, 2010, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Blount County, Tennessee, for the capital outlay, and for meeting the payment of principal and interest on the County's debt maturing during the year beginning July 1, 2010 and ending June 30, 2011, according to the following schedule:

General Fund

County Commission	\$	211,479
Board of Equalization		9,710
Beer Board		200
Budget Committee		500
County Mayor		242,294
Personnel		169,626
Election Commission		584,114
Register of Deeds		618,811
Planning		211,648
Building Commissioner		85,565
Engineering (Stormwater)		171,054
Codes Compliance		215,185
County Building Maintenance		1,570,385
Other General Administration		808,365
Preservation of Records		121,314
Risk Management		272,012
Accounting and Budgeting		753,937
Purchasing		346,659
Property Assessor		955,373
Reappraisal		401,679
County Trustee		453,085
County Clerk		1,165,181
Data Processing		652,050
Circuit Court Judge		102,338
Circuit Court Clerk		1,995,482

General Sessions Judge	946,575
Juvenile Court	443,081
Public Defender	65,380
Other Administration of Justice	488,314
Probation	360,065
Sheriff's Department	10,250,710
Sex Offender Registry	5,000
Jail	7,269,408
Workhouse	10,414
Juvenile Services	1,430,227
Fire Prevention	23,250
Civil Defense	162,525
Communications Center	302,133
Coroner/Medical Examiner	52,000
Local Health Center	485,633
Animal Control	414,806
General Welfare Assistance	30,086
Other Local Welfare	98,668
Other Public Health and Welfare	335,328
Parks and Fair Boards	653,583
Agriculture Extension Service	178,240
Soil Conservation	119,273
Tourism	660,123
Industrial Development	786,173
Other Economic & Community Development	165,010
Veteran Services	174,275
Other Charges	157,480
Contributions to Other Agencies	45,000
Miscellaneous	500,000
Litter & Trash Grant	82,195
Other General Government Projects	876,370
Transfers Out--Library	899,520
Chancery Court- Equity Division	33,595
Chancery Court-Clerk and Master	491,061
Other General Government Projects-COPS Technology grant	187,060
Other General Government Projects-Byrne Grant-Sheriff	141,638
Other General Government Projects-JAG grant-Sheriff	10,887
Civil Defense-Performance grant	25,000
Civil Defense-Homeland Security grant	54,595
Civil Defense-Emergency Mgmt grant	198,097
Civil Defense-Emergency Mgmt grant	53,500
Civil Defense-Homeland Security grant	255,387
Local Health Center-DGA grant	761,114
Total General Fund	\$ 42,800,825
<u>Courthouse & Jail Maintenance Fund</u>	
County Buildings	8,150
Other Charges	100
Total Courthouse & Jail Maintenance Fund	\$ 8,250

<u>Total Law Library</u>	\$	8,000
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Public Library

County Buildings	\$	188,920
Libraries		1,852,719
Other Social Cultural-Recreation		83,500

<u>Total Public Library</u>	\$	2,125,139
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<u>Total Drug Control Fund</u>	\$	437,000
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<u>Total Drug Court Fund</u>	\$	188,414
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Highway/Public Works Fund

Administration	\$	738,329
Highway and Bridge Maintenance		3,594,135
Operation and Maintenance of Equipment		1,129,207
Capital Outlay		153,500

<u>Total Highway/Public Works Fund</u>	\$	5,615,171
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General Purpose School Fund

Regular Education	\$	36,831,110
Special Education		7,616,000
Vocational Education		3,349,600
Adult Education		201,700
Other-Retiree Insurance		1,420,000
Attendance		157,000
Health Services-Clinic Personnel		632,400
Regular Instruction-Chapter II 87-01		125,000
Other Student Support-Guidance		1,817,300
State Grant-Family Resource Center		33,300
Regular Instruction		1,906,000
Special Education		365,100
Vocational Education		71,300
Adult Program		112,100
Other Programs		53,100
Board of Education		1,151,970
Director of Schools		383,800
Office of the Principal		5,052,100
Fiscal Services		176,300
Operation of Plant		7,303,000
Maintenance of Plant		1,689,000
Transportation		3,308,900
Central and Other		636,700
Early Childhood Education		581,000
Schools Debt Service		268,330

Total General Purpose School Fund

\$ 75,242,110

Federal School Projects Fund

Regular Instruction-Title I	\$ 1,985,000
Other Student Support	211,000
Transfers Out	158,000
Regular Instruction Program-Title I ARRA	579,600
Other Student Support	20,400
Regular Instruction Program-Consolidated Administration	125,000
Special Education Program-IDEA PART B	2,065,797
Special Education Program	340,300
Transportation	110,000
Special Education Program-IDEA PART B ARRA	553,300
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Special Ed Program-writing right with white boards	68,000
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Special Education Program	4,900
Vocational Education Program-Carl Perkins	137,000
Other Student Support	35,000
Vocational Education Program	4,000
Vocational Education Program-Growing Non-Traditional Student	52,696
Regular Instruction Program-Title II	467,000
Other Student support	52,000
Transfers Out	1,000
Other Student Support-Title II Part D	26,000
Vocational Education Program	28,700
Regular Instruction Program-Title III	21,000

Total Federal School Projects Fund \$ **7,621,003**

Total Central Cafeteria Fund \$ **5,300,000**

Total Extended Day Care Program Fund \$ **1,693,000**

General Debt Service Fund

General Government-Principal	4,905,501
General Government-Interest on Debt	10,440,000
General Government-Other Debt Service	965,000
Payments to Refunded Debt Escrow Agent	48,000,000

Total General Debt Service Fund \$ **64,310,501**

Total Budget FY 10-11 \$ **205,349,413**

Section 1 Be it further resolved, that the budget for the School Federal Projects Fund shall be the budget approved for separate projects within the fund by the Tennessee Department of Education.

Section 2 Be it further resolved, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under State laws heretofore or hereafter enacted, expenditures out of commissions, and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff may be made for such purposes and in such amounts as may be authorized by existing laws or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

Section 3 Be it further resolved, that if any fee officials, as enumerated in Section 8-22-101, T.C.A., operate under provisions of Section 8-22-104, T.C.A., provisions of the preceding paragraph shall not apply to those particular officials.

Section 4 Be it further resolved, that any amendment to the budget shall be approved as provided in Section 5-12-110, T.C.A.

One copy of each amendment shall be filed with the County Clerk, one copy with the Chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason(s) for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfer from one fund to another, but shall apply solely to transfers within a certain fund.

Section 5 Be it further resolved, that any appropriations made by this resolution which cover the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the County in excess of the appropriation made herein for such office, agency, institution, division or department of the County. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2011. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

Section 6 Be it further resolved, that the County Mayor and County Clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the year 2010-11 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made.

The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Mayor and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2011.

Section 7 Be it further resolved, that the delinquent County property taxes for the year 2009 and prior years and the interest and penalty hereon collected during the year ending June 30, 2011 shall be apportioned to the various County funds according to the subdivision of the tax levy for the year 2010. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

Section 8 Be it further resolved, that all unencumbered balances of appropriations remaining at the end of the year shall lapse, and be of no further effect at the end of the year at June 30, 2011.

Section 9 Be it further resolved, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

Section 10 Be it further resolved, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2010. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Section 11 Be it further resolved, that the interest earned on funds held temporarily idle for the Blount County Library and Library fines collected be designated toward the Blount County Library Capital uses.

Section 12 Be it further resolved, that the property tax discounts as authorized by T.C.A. 67-5-1804 (a) for early payment for real property payments. The discount shall be 2% of the ad valorem real property taxes currently due if such taxes are paid within thirty (30) days and 1% if paid after more than thirty (30) but less than sixty (60) under the guidelines of T.C.A. 67-5-1804 (a).

Section 13 Be it further resolved, the Blount County Commission is committed to long-term solutions for the County's needs including the orderly and systematic financing and acquisition of public improvements. To achieve that goal, the Commission recognizes the value of a long-term capital plan and reaffirms its commitment to the six-year capital improvements concept to address those issues.

Section 14 Be it further resolved, should there be a shortfall in received revenues for the Contracted Prisoner Board in the General County Fund; the Debt Service Fund would forego their revenue allocation.

Section 15 Be it further resolved, Interest Earnings would be credited to the General, Library, Highway, General Schools, Worker's Compensation, Employee Health and Employee Dental Funds, and Metro Narcotics based on the average month-end balances per the Trustee's Report, and the interest rate earned by the Trustee for all funds. Interest Earnings not credited as above will be credited to the Debt Service Fund.

Section 16 Be it further resolved, that included in this budget is a supplement for the sheriff as approved in prior years for the workhouse and the juvenile detention center equal to 10% of his base salary, each.

Section 17 Be it further resolved, that amounts approved and hereby appropriated for County Official salaries exceed the minimum required by state statute and are hereby approved above that minimum.

Passed this 17th day of June, 2010.

Certification of Action

Attest

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

RESOLUTION NO. 10-06-002

Sponsored by Commissioners Scott Helton and Mike Lewis

A RESOLUTION APPROVING AN AMBULANCE CONTRACT WITH RURAL METRO

WHEREAS, the Blount County Legislative Body desires for ambulance services to be available in Blount County for its citizens; and

WHEREAS, the Blount County Purchasing Department solicited and received bids for this service and recommends award to Rural Metro of Tennessee L.P. in the amount of \$00.00 per year for the ambulance service contract; and

WHEREAS, Blount County Purchasing Department requests the Blount County Legislative Body's approval of the contract for ambulance service for Blount County be given to Rural Metro for a period beginning July 1, 2010 and ending June 30, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Blount County Board of Commissioners, meeting in regular session on this 17th day of June, 2010, that the ambulance service contract under the terms and conditions of bid no. 2009-2066 are hereby authorized.

BE IT FURTHER RESOLVED that this resolution takes effect from and after its passage, the public welfare requiring it and that any prior resolution to the contrary is hereby declared void.

Duly authorized and approved the 17th day of June, 2010.

CERTIFICATION OF ACTION:

ATTEST:

Commission Chairman County

Clerk

Approved: _____

Vetoed: _____
County

Mayor Date

Blount County Purchasing

MEMO

TO: Honorable Blount County Commission
FROM: Teresa Johnson, Purchasing Agent
DATE: June 07, 2010
SUBJECT: Bid No. 2009-2066, Ambulance Service for Blount County

Blount County Purchasing Department issued Bid No. 2009-2066 for Ambulance Service for Blount County. Bids were received and opened publicly on May 11, 2010. I recommend award of the contract to Rural Metro Ambulance Service. They were the only respondent and they submitted a zero subsidy bid. This will be a five-year contract term effective July 1, 2010.

By:

Teresa Johnson
Purchasing Agent

6/7/10
Date



**Blount Memorial
Hospital**

907 East Lamar Alexander Parkway
Maryville, Tennessee 37804
865-983-7211

May 18, 2010

Mr. Steve Samples, Chairman
Blount County Commission
359 Court Street
Maryville, TN 37804

Dear Steve:

I have been requested by Rural Metro Corporation of Tennessee to submit a recommendation to you on behalf of Rural Metro, who will be renewing their proposal to contract with Blount County for ambulance service. I am pleased to do so with this letter.

Please know that in my opinion, Blount County has been well-served in a competent manner over the past years with the outstanding and quality service of the Rural Metro Ambulance Company.

In my estimation, Rural Metro has provided high quality ambulance services in a professional manner since establishing their service in Blount County in 1985. The staff of Rural Metro are well-trained, dedicated professionals, who constantly strive to provide the best care to patients whom they serve in Blount County and the surrounding area. The overall quality of emergency care in Blount County has been well served with the cooperative relationship between the management and staff of Rural Metro and our emergency room staff, including Allan Romans, M.D., our Emergency Department Medical Director, and Debbie Teffeteller, R.N., our Emergency Room Clinical Director.

Of particular importance is the cooperation of Rural Metro with our emergency room physicians in the provision of high quality trauma care in our community. As you are aware, Blount Memorial Hospital is the medical control for Blount County and close communication and coordination of trauma care between Rural Metro Paramedics and EMTs in our emergency room is critical. Our hospital treats approximately 450 trauma patients per year. The high quality of their care and the outstanding outcomes for these patients is directly related to the professional and competent care of the Rural Metro staff who work closely with our physicians. This essential service must continue.

*Robert Redwine
President of the Board*

*Dr. Ted Flickinger
Vice President of the Board*

*Joseph Dawson
Administrator*

Medical Staff

*Dr. Mark Green
Chief of Staff*

*Dr. Deaver Shattuck
Vice Chief of Staff*

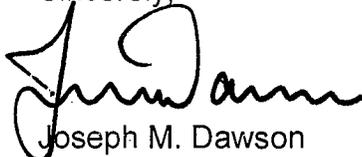
*Dr. Stephen Kiefer
Secretary/Treasurer*

*Dr. Cheryl Coleman
Immediate Past Chief of Staff*

Mr. Steve Samples
May 18, 2010
Page 2

Therefore, I am quite pleased to make this recommendation on behalf of Rural Metro. I hope you will give my request favorable consideration. Should you have questions or need of additional information do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Dawson". The signature is written in a cursive style with a large initial "J" and "D".

Joseph M. Dawson
Administrator

kcj



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 11, 2010

Bid No. 2009-2066

COPY



The Only Accredited Ambulance Service in Tennessee



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Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“I am really proud to be part of the Rural/Metro team. Emergency situations can be extremely stressful, so it is reassuring to know that I am working with well-trained, well-equipped professionals.”

Sharon Falco
EMT-IV



As the incumbent provider, Rural/Metro has met the response time needs of Blount County for the past 25 years.

I. Introduction

Rural/Metro understands emergency medical services in Blount County. We have fine-tuned our ambulance deployment, reimbursement policies and management practices to a degree of excellence that would be very difficult for another ambulance company to match.

Rural/Metro is accredited by the Commission on Accreditation of Ambulance Services (CAAS) and is proud to be the **only** accredited ambulance service in Tennessee. The CAAS application process is an arduous procedure in which an on-site review team evaluates financial, clinical, operational and quality systems through extensive review and inspections. The team is comprised of physicians and EMS professionals from myriad backgrounds with expertise in their respective areas. CAAS granted Rural/Metro the accreditation seal of approval for outstanding management and operational practices. Rural/Metro has been re-accredited through 2011. Rural/Metro also received the Governor's Tennessee Quality Award. These "gold" standards assure that the residents of Blount County receive the highest standard of care available in the industry.

Rural/Metro will continue to provide a high level of quality service without any disruption or transitional/testing period upon award of the contract, which is in the best interest of the public.

Rural/Metro employees have more than 500 years of combined experience serving Blount County. Therefore, Blount County residents have the benefit of knowing we are not making idle promises in this proposal. Our record demonstrates we are able to render the services proposed here. Rural/Metro is a proven company that brings a known level of service and care to our area. Rural/Metro has proven to this community that our service stands the test of time.

Rural/Metro has **always** exceeded Blount County's contractual requirements. Our strong performance and 25-year track record in Blount County are proof we can continue to provide residents with quality medical care. We will continue to meet the requirements as set forth in any contractual arrangement. Historical performance provides Rural/Metro with an important advantage over other providers who would be entering into an unfamiliar service obligation and might later suffer financial difficulties because of bad debt expense, miscalculated call volume, employee salary/benefit needs, the costs of unit hour miscalculations and the financial implications of not meeting contractual requirements in the service area.

Another advantage of choosing Rural/Metro is that Rural/Metro employees live and work in Blount County. Commitment to superior care



and service is our number one priority. After all, our family members and friends live in Blount County, too. Not only does Rural/Metro know Blount County, Blount County knows Rural/Metro, as is evidenced by the letters of support included in this proposal. This type of community support does not happen by chance. Rural/Metro employees work hard to continuously provide quality care, top-notch customer service, rapid response and reliability to earn this respect.

Rural/Metro's commitment to local residents goes far beyond its dedication to provide patients with quality emergency medical services. Rural/Metro employees share a deep sense of community partnership and support, helping Rural/Metro become part of the fabric of Blount County's community. Rural/Metro supports organizations such as the Blount County Chamber of Commerce, United Way, American Red Cross, March of Dimes, American Cancer Society's Relay for Life, Secret Safe Place for Newborns of Tennessee, Maryville and Alcoa City Schools, Blount County Schools and Maryville College.

As the largest emergency services provider in East Tennessee, Rural/Metro has the extra resources that can be called to Blount County rapidly to assist in the event of a disaster.

Rural/Metro continues to contribute to the community through safety training and community involvement. Contributions of free stand-by ambulances are provided at various public events, including high school football games and Maryville's Foothills Fall Festival.

We also have dedicated our time and expertise toward improving local emergency response systems through our participation in the Local Emergency Planning Committee (LEPC), the East Tennessee Homeland Security Council, local disaster drills and training sessions, and various committees at Blount Memorial Hospital.

Rural/Metro prides itself on its ability to provide quality ambulance transportation at a fair cost. We work closely with the local medical community to provide service efficiencies and innovative programs to help offset the escalating costs of health care for our customers.

Blount County residents benefit from our "EmergiCare" ambulance service membership program, which Rural/Metro introduced in 1986. We will continue to offer an ambulance subscription program in Blount County.



The Logical Choice . . .

As Tennessee's only accredited ambulance service, we have provided an excellent level of service for 25 years. Due to our high reliability, quality



of care and motivated and capable employees, Rural/Metro is the best choice to provide emergency and nonemergency ambulance transportation for Blount County. We appreciate the opportunity to continue our long-standing relationship with Blount County government.



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“Rural/Metro personnel are well-trained, capable, dedicated, compassionate and professional people.”

Roger Robinson
Chief, City of Alcoa Fire Department



Rural/Metro is a leading provider of Emergency Medical Services and ambulance transportation in the United States.

II. Company Information

Rural/Metro Ambulance Service is the current emergency medical services ambulance provider for Blount County and seeks to remain in that capacity during the next contract period. The information contained in this bid will demonstrate why Rural/Metro is the premier provider of health and safety solutions and the best choice for the people of Blount County. For the purpose of this procurement process, the bidding entity will be Rural/Metro of Tennessee, L.P., a wholly owned subsidiary of Rural/Metro Corporation.

This year, Rural/Metro of Tennessee is celebrating 25 years of serving Blount County and is pleased to respond to the county's Invitation to Bid, issued in April 2010.

As Blount County's quality provider, this bid reflects Rural/Metro's commitment to excellence in the delivery of emergency medical services. Rural/Metro believes that competition and free enterprise result in the most effective provision of health and safety services. We agree to continue to maintain all necessary licenses, permits and insurance policies. We also will continue to hire, oversee and provide in-service training for all personnel.

Our company will manage all billing and collections functions for ambulance transportation and will continue to comply with all clinical requirements, response time requirements and all other requirements as specified in bid number 2009-2066.

Rural/Metro's main station is located at 296 E. Howe Street in Alcoa, Tennessee. The ambulance manager is Ron Parker. He is the contact person to answer questions related to this proposal. The local business telephone number is 977-5420 and the facsimile number is 982-8341.

Rural/Metro's State of Tennessee sales tax number is 62-0719245 and our Blount County business license account number is 1614.

Rural/Metro Corporation employs more than 11,000 emergency professionals and provides emergency and non-emergency medical transportation, fire protection and other safety services in 22 states and approximately 400 communities throughout the United States.

Within our own local operations, more than 100 Blount County residents comprise our full- and part-time employee base, delivering the best in emergency medicine to thousands each year throughout Blount County. Rural/Metro's ambulance operations in Tennessee include: Blount, Knox, Loudon, Shelby, Franklin and McMinn counties. These additional resources enable Rural/Metro to better serve Blount County through



more efficient use of vehicles, manpower and operational supplies.

Drawing on nearly 60 years of experience in emergency services and 25 years of local experience, Rural/Metro's seasoned emergency medical services managers provide unmatched expertise in the private ambulance industry. Our highly experienced managers continually contribute to the development of standards for pre-hospital care and ambulance transportation through innovative in-house programs. Their involvement in local and national professional organizations aid in our pursuit of excellence. Rural/Metro works diligently to promote excellence throughout the community we serve.

As a guardian of the community's emergency medical health needs, we believe in maintaining high principles and ethical standards and leading health care by example. Caring for every individual is at the core of all our service.



Rural/Metro has a strong financial base of approximately \$498.8 million in annual revenues. This base guarantees, should the company incur substantial costs or unanticipated large expenses in providing service to Blount County,

ample financial resources to cover any and all obligations. As an example of this financial strength, Rural/Metro can provide liability insurance coverage that vastly exceeds both the industry standard and the bid specification.



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“Rural/Metro Ambulance has always responded professionally and with the highest standards of patient care.”

Doug McClanahan
Chief, Blount County Fire Protection District



III. Vehicles and Equipment

Rural/Metro will comply with all equipment requirements in the ambulance bid request. As the incumbent provider, Rural/Metro has the necessary fleet and resources to fulfill the contract requirements.

Rural/Metro ambulances and employees bring the most sophisticated pre-hospital skills and equipment directly to the side of Blount County patients. Rural/Metro ambulances adhere to demanding specifications and are regularly updated. The specifications are based on state and national licensing requirements, with Rural/Metro voluntarily adding enhancements to provide optimal patient comfort and care.

Our fleet maintenance policy is based on a philosophy that ambulance equipment must be maintained as though any mechanical failure could result in a life-or-death crisis. Indeed, our employees follow precise maintenance practices. Fleet maintenance is performed by Rural/Metro mechanics on-site at Rural/Metro's Ambulance Operations Center at 296 E. Howe Street. The ambulance maintenance program is specifically designed to expose equipment to a three-step preventive maintenance and inspection process.

Step One: Our fleet coordinator maintains a log on every vehicle to keep a running record of maintenance. Each day the on-coming crew conducts a thorough assessment of all equipment and documents their findings (including vehicles, bio-med, airway packs, trauma packs, etc.).

Step Two: The on-duty supervisor reviews the report and conducts a cursory inspection of equipment and inventories in support of the operation crews. The supervisor reports all findings on a Supervisor's Inspection Report.

Step Three: Our fleet coordinator inspects all equipment regularly to ensure that it is functional and operationally falls within acceptable parameters. All deficiencies that require attention are documented on an Equipment Repair Order and either corrected immediately or scheduled for repair.

All ambulances and support vehicles are scheduled for preventive maintenance at 6,000-mile intervals. Preventive maintenance is to be performed within 500 miles of that 6,000-mile mark. Additional maintenance is performed periodically according to manufacturer specifications.



The fleet coordinator also is responsible for parameter monitoring to ensure that vehicles are appropriately scheduled for routine preventive maintenance and other vehicle checks.

The following reports are kept updated for each vehicle through the Vehicle Performance Analysis (VPA):

- Historical Maintenance Records
- Individual Maintenance Costs
- Demand Maintenance Schedules
- Equipment Failure Analysis

As part of our extensive risk management and quality improvement programs, Rural/Metro crews perform daily preventive maintenance



on stretchers, monitor/defibrillators and other major equipment. This provides protection against equipment failure in critical situations. In addition, at the beginning of each shift change, the employees perform an equipment inspection to ensure that their ambulance can

deliver excellent patient care. This includes conducting an inventory of all supplies and equipment to ensure that it is in proper working order. Employees note their findings on an inventory form to ensure compliance with standards and to document any supplies in need of reorder.

The following items are checked daily by duty crews to ensure they are in proper working order:

- Heating and cooling systems
- Oxygen bottle hold downs
- 110V inverter/110 outside service
- Fluid levels, belts and hoses

Any problems are brought immediately to the attention of the fleet coordinator. Additional details of the operations for preventive maintenance are as follows:



Preventive Maintenance Program

The preventive maintenance program, performed every 6,000 miles or 60 days, includes the following:

- Change oil, including the replacement of air and fuel filters
- Lubricate chassis, including front end door hinges, locks, etc.
- Front-end component and body mounts inspections
- Transmission inspection
- Drive lines, U-joints and carrier bearings inspections
- Fuel system inspection, including tank, pump and lines for leaks or damage
- Brake system inspection
- Engine inspection

The Rural/Metro Fleet Service Ambulance Inspection Sheet is included with this bid proposal.

Preventive Maintenance Schedule

The types and intervals for preventive maintenance on Rural/Metro vehicles consist of the following:

- PM-A 3,000 mile intervals. Repeats preventive maintenance items and includes a thorough vehicle inspection and an oil and filter change and lube (gasoline engines).
- PM-B 6,000 mile intervals. Includes all PM-A items plus a fuel filter change, pull and inspect wheels, rotate and balance tires (diesel engines).
- PM-C 12,000 mile intervals. Includes all PM-A and -B items plus air filter change, replace all v-belts and change transmission oil and filter.
- PM-D 24,000 mile intervals. Includes all PM-A, -B and -C services plus change engine coolant, repack wheel bearings, replace U-joints, service differential and replace serpentine belt.
- Annual 360 day intervals. Includes replacing all hoses in the engine compartment and a state inspection.
- 120,000 Mile Preventive Maintenance. Includes changing the water pump, injection pump, thermostat and vacuum pump.



Cardiac Equipment

Rural/Metro has a national maintenance contract for LIFEPAKs with Physio-Control, a nationally recognized leader in cardiac equipment. The contract covers monitors, defibrillators, battery support systems, battery chargers, dischargers and pacemakers. All maintenance and repair conducted on these items is covered by the contract, which ensures that this critical life-saving equipment remains in top working condition. Under the contract, Physio-Control also conducts at least two scheduled preventive maintenance inspections annually on each piece of equipment, and will complete any necessary repairs on all cardiac equipment. Physio-Control provides a loaner LIFEPAK for as long as the unit is out of service for scheduled maintenance or repair.

LIFEPAK 12

Since 2007, Rural/Metro has partnered with Blount Memorial Hospital to equip ambulances with LIFEPAK 12 mobile electrocardiogram (EKG) patient monitors. LIFEPAK units gather data from up to 12 monitoring pads, or “leads,” attached to the patient’s body. The EKGs and other information are immediately sent via a secure cellular signal from the



ambulance to receivers at the hospital so emergency department staff has access the very latest vitals information prior to the patient’s arrival.

This process, used only by Rural/Metro in East Tennessee, allows physicians to diagnose

the problem and have a cardiologist or other specialist en route to the hospital at the same time the patient is being transported. Saving time during a cardiac event increases the chance of a positive outcome – and even survival – for patients with heart-related symptoms.

In addition to the important information transmission, LIFEPAK 12 units are also able to deliver defibrillating shocks or pacing impulses in the event a patient goes into cardiac arrest.

Rural/Metro now has LIFEPAK 12 monitors in eight emergency vehicles; an additional four vehicles are equipped with LIFEPAK 10 monitoring systems. The technology has been so significant that two supervisor vehicles have even added the LIFEPAK 10 monitors.



Schedule A

The crews inspect the monitors daily to ensure proper working condition and to assure that there are four fully-charged batteries, paper for printout, adult and pediatric electrodes, conductive gel and patient cables. Any items missing or any problems found are immediately reported to the supervisor.

Schedule B

All monitors are on a six-month preventive maintenance schedule.

Lrg. Top Cabinet

- Sealed Date _____
 ---Shelf 1---
 6 Trauma Pads
 4 Burn Sheets
 2 OB Kits w/Meconium Aspirator
 2 Rec Blanket & Cap
 2 Mylar Blankets
 2 Arm Boards
 4 Convenience Bags
 25 Sterile 4x4
 10 5x9 Pads
 6 3" Kling
 6 4" Kling
 2 3" ACE Bandage
 1 6" ACE Bandage
 4 Tongue Blades
 4 Eye Pads
 4 Vaseline Gauze
 6 Triangular Bandages
 1 Bx Adult Band-aids
 2 ea 1/2", 1", 2" Tape
 1 Ring Cutter
 1 Hemostats
 4 Cold Packs
 4 Hot Packs
 ---Shelf 2---
 4 Goggles
 4 Face Shields
 2 Disp Gown/Mask
 6 Mark I Kits (sealed)
 2 ea TB Masks (S-M-L)
 1 Spray Bottle
 1 Roll Toilet Paper
 2 Disposable Cups
 1 O2 Humidifier
 1 Urinal
 1 Bed Pan
 1 Suction Canister
 1 Portable Suction Can.
 2 Portacath Needles, 2 teg. w/2pr M/L sterile gloves
 1pk Adult Combo Pads
 1pk Pedi Combo Pads
 1 Lg pk Adult Electrodes
 4 Pedi Electrodes
 2 ExacDrop
 1 Roll LP12 paper

- 1 Set LP-12 Cables (4 pcs)
 1 30cc or 35cc syringe
 2 "C" Batteries
 2 "AA" Batteries
 3 Trauma Tubing
 6 Gemini Sets
 4 60gts Sets
 ---Shelf 3---
 4 Sterile Water 500cc
 4 Sterile Saline 500cc
 1 Cloth Sheet
 2 D5W 50cc
 2 D5W 250cc
 2 D5W 500cc
 1 D5W 1/2 NaCl
 5 LR 1000cc
 3 0.9% NaCl 500cc
- Adult Airway Cabinet**
 Sealed Date _____
 1 Adult BVM w/Tube Tamer
 Oral Airway 9 sizes
 Nasal Airway 22-34fr
 6 Lube Jelly w/above
 1 Combitube
 1 Laryngoscope, Blade, 7.0 & 8.0, 10cc syr.
 #3 & #4 Miller Blades
 #3 & #4 Mac Blades
 2 Adult Tube Holders
 ET Tubes 6.5-9.5 (2 even, 1 odd)
 2 #14fr Catheter
 2 #16fr Catheter
 2 #18fr Catheter
 2 Suction Tubing
 2 Tonsil Tips
 1 Toomey Syringe
 1 #10 Salem Sump
 1 #12 Salem Sump
 1 #14 Salem Sump
 1 #16 Salem Sump
 1 #18 Salem Sump
 2 Nasal Cannulas
 4 Adult NRB
 1 Venturi Mask
 4 Supply Tubing
 1 Trach Mask

On Board Suction

- Main Suction Clean w/Tonsil Tip, Tubing
 Suction Unit Test
 1 Suction Unit Water

Medication Cabinet

- 4 Clean Pt Towels
 2 Boo Bears
 1 Rider Safety Vest
 2 Dopamine
 2 Lidocaine 2g/500cc
 8 Epi 1:10,000
 2 Atropine
 2 Lidocaine 100mg
 2 Pedi Bicarb
 3 D50W
 1 Pedi D25W
 4 Lasix
 2 Adult Bicarb
 1 Tetracaine 0.5% 2ml
 2 Morgan Lens
 1 Pedi Tylenol/Dropper
 1 Charcoal
 1 Thiamine
 1 Bio-Shield Spray
 2 Btl Nacl Injection

Organizer

- Top Drawer---
 1 Bite Stick
 1 Penlight
 1 Hypothermia Therm.
 2 Prep Razors
 20 Alcohol Preps
 10 Betadine Preps
 10 Nail Polish Remover Pads
 20 NS 4x4's
 20 Venigards
 6 Tourniquets
 4 Benzoin Sticks
 6 Amm. Inhalants
 2 Gemini Adapters
 4 Antibiotic Ointment
 4 Lube Jelly
 4 Med Add Labels
 4 O2 "O" Rings
 6 Safety Pins
 6 Rubber Bands
 1 O2 Wrench/Nipple

--Middle Drawer--

- 2 Decompression Needles
 2 1,3,10cc Syringes
 4 14g IV
 4 16g IV
 4 18g IV
 4 20g IV
 2 22g IV
 2 24g IV
 4 18g IM
 4 21g IM
 4 25g IM
 1 21g Butterfly
 1 23g Butterfly
 1 25g Butterfly
 1 Tympanic Therm.

--Bottom Drawer--

- 2 Mag Sulfate 5g
 1 Racemic Epi
 10 Epi 1:1000 1mg
 2 Aminophylline
 3 Amiodarone 150mg
 2 Vasopressin
 2 Thiamine
 1 Benadryl
 2 Narcan
 1 Zofran
 1 Bottle Baby ASA
 1 Bottle NTG
 2 Albuterol
 2 Decadron
 2 Atrovent
 2 Toradol 30 mg
 1 Adenosine 6mg
 1 Adenosine 12mg
 1 Carpuject Handle

Shift Cabinet

- 3 NaCl 0.9%
 3 Gemini Sets
 2 LR 1000cc
 1 Trauma Tubing
 1 Lg pk Adult Electrodes
 1 EKG Battery
 1 Roll LP-12 Paper
 2 Nasal Cannulas
 2 Non-Rebreathers
 2 Convenience Bags
 2 Nebulizers

- 1 Trauma Shears
 1 Bx Medisense Strips
 6 Lancets
 2 Pt. Care Pads
 4 INT set ups

Pediatric Cabinet

- Sealed Date _____
 1 Pedi BVM w/Tube Tamer
 BVM Masks (Inf, Toddler, Child)
 4 Pedi NRB
 4 Infant Med Con Masks
 2 Pedi Armboards
 1 Broslow Tape
 2 #6,8,10fr Suc. Cath.
 ---Airway Roll---
 Oral Airways (40-70mm)
 Nasal Airway (22-28fr)
 2 Lube Jelly
 1 Pedi Laryng. Handle
 Miller Blades #0-2
 Mac Blades #1-2
 1 Pedi McGill Forceps
 1 Meconium Aspirator
 ET tubes 2.5-6.0 (2 even, 1 odd)
 1 Delee Trap
 2 Solusets

--IO Kit--

- 1 15g IO
 1 18g IO
 2 3" Kling
 1 1" Tape
 1 10cc syringe
 2 Alcohol Preps
 2 Betadine Preps
 2 Non-Sterile 4x4
 ---IV Kit---
 2 22g IV
 2 24g IV
 1 21g Butterfly
 1 23g Butterfly
 1 25g Butterfly
 2 Tourniquets
 2 Alcohol Preps
 2 Venigards
 1 3" Kling
 1 1" Tape

2 Non-Sterile 4x4

- Bench Seat**
 Pt Report Pad
 1 Stethoscope
 1 BP Cuff

--IV Kit--

- 2 14g IV
 2 16g IV
 2 18g IV
 2 20g IV
 1 18g IM
 1 1cc Syringe
 1 3cc Syringe
 1 10cc Syringe
 4 Venigards
 4 Tourniquets
 6 Alcohol Preps
 2 Betadine Preps
 2 Gemini Adapters
 10 NS 4x4's
 1 1/2", 1" Tape
 3 Band-aids
 1 INT set up

--Under Bench Seat--

- Sharps Cont. Secured
 Bio Haz Can w/red bag
 1 Bariatric Lift Device
 1pr Adult Mast Pants
 1pr Pedi Mast Pants
 2 36" Board Splints
 2 Wire Splints
 1 Body Bag
 4 Pt Restraints
 6 Air Splints w/pwdr
 1 Pedi-Mate Car Seat
 6 Winter Blankets
 2 Road Blankets
 1 set Cot Straps
 1 Spare Pillow

--Cleaning Supplies--

- 1 Lemon Zip Cleaner
 1 Disinfectant Spray Can
 1 Disinfectant Foam Can
 1 Sanidex
 1 Air Sanitizer
 1 Tropical Mist Spray
 2 Truck Towels
 8 Red Bags
 6 Trash Bags
 1 Whisk Broom

Truck Equipment

- Portable Radio A
 Portable Radio B
 Alpha/Numeric Pager
 PM Keys
 EMT Keys
 Stretcher w/pillow, straps stain free, not worn and top sheet
 1 Pt. Moving Device
 2 Flow Meters
 1 Flow Meter w/high pressure port
 IV Warmer w/2 NaCl, & 2 LR
 1 Fire Ext. Charged
 Wall Mount Hand Sanitizer
 1 bx Procedure Masks
 1 bx Kleenex

Narcotics -- Shift Start Set

- 2 Morphine
 2 Demerol
 2 Valium
 2 Phenergan
 1 Rectal Valium 10mg
 2 Rectal Valium 2.5mg
 1 Carpuject Handle
 Witness: _____
 Witness: _____
 Time: _____

Narcotics -- Supervisor

Time: _____

Narcotics -- Shift End Set

- 2 Morphine
 2 Demerol
 2 Valium
 2 Phenergan
 1 Rectal Valium 10mg
 2 Rectal Valium 2.5mg
 1 Carpuject Handle
 Witness: _____
 Witness: _____
 Time: _____

March 24, 2010

RURAL/METRO - FLEET SERVICE AMBULANCE INSPECTION SHEET

Date: _____ Customer Name: _____ Inspected By: _____

Unit: _____ Shop #: _____ Mileage: _____ Last P.M.: _____

ROAD TEST INSPECTION	DOG HOUSE INSPECTION (20k Interval)
Check parking brake operation	Date last pulled: _____
Check back-up alarm operation	
Check siren operation & horn	Check glow plugs
Check service brake operation	Check air cleaner & mileage replaced
Check instrument operation	Check auto throttle
Check wipers and accessories	UNDER CARRIAGE INSPECTION
Check a/c &/or heater operation	Check engine/trans mounting bolts
Check engine/transmission operation	Inspect driveline and u-joint
WALK AROUND INSPECTION	Check for exhaust leaks & mounting & turbo
Check all running lights	Inspect rear end for leaks and level
Check all emergency lights	Inspect springs & shackles
Check for door/window operation	Inspect shocks and bushing & shock towers
Condition of seats and floor mats	Inspect front suspension and steering
Check seat belt operation	Check for fluid leaks
Check for body/paint damage & decals	Check ball joints and bearings
Check bumpers and running boards	ELECTRICAL INSPECTION
WHEELS, TIRES AND BRAKES	Load test batteries and check alternator
Inspect wheels for cracks or damage	Clean and inspect cables and terminals
Inspect for irregular wear/damage	Check battery hold downs
Inflate to proper pressure	Last set of batteries
Record tread depth	TRANSMISSION SERVICE (20k Interval)
<div style="display: flex; align-items: center; justify-content: center;"> <div style="margin-right: 10px;">(4/32 minimum)</div> <div style="border: 1px solid black; width: 100px; height: 20px; position: relative;"> <div style="position: absolute; left: -10px; top: 50%; transform: translateY(-50%);">◀</div> </div> </div>	Date last services: _____
	DIFFERENTIAL SERVICE (30k Interval)
	Date last services: _____
Inspect linings and drum/rotor	SERVICE TRUCK
Check for fluid leaks	Change oil and gasket
Check Brake lines & hoses	Lubricate chassis
ENGINE COMPARTMENT	Check all fluid levels
Check anti-freeze protection & record	FINAL INSPECTION
Check radiator mounting & shroud	Check alternator bracket
Pressure test cooling system & cap	Check p/s bracket
Check hose condition & radiator tanks	Check a/c bracket
Check belt condition & tensioner	Check vacuum pump bracket
Check for fluid leaks	Check exterior for grease, fingerprints, etc.
Check fan assy. for looseness	
Last vac pump	
Last water pump	
Last serp. belt	
Last fuel filter	

RURAL/METRO STANDARD FLEET WORDS AND TERMS

In order to have conformity at all of Rural/Metro's locations, the following have been chosen as our standard words and terms to describe fleet activities. Please use these when completing a repair order.

Categories of Equipment

Describes groups of equipment
Circle Only One

- A= **Type I Ambulance**
(Usually F-series or pickup cab)
- B= **Type II Ambulance**
(E-series or van type vehicle)
- C= **Type III Ambulance**
(E-series cutaway with dual rear wh.)
- D= **Type VII Ambulance**
(E-series cutaway with single rear wh.)
- F= **Fire Trucks** (All types)
- G= **Support Vehicles**
(Pickups, vans, autos, tractors, trailers, etc.)
- H= **Other Equipment**
Stationary equipment, generators, or equipment that doesn't fit elsewhere

PM Services

Describes what type of preventive maintenance service or inspection is being performed.

- PM-A 3,000 mile intervals. Includes a thorough vehicle inspection and an oil and filter change and lube.
- PM-B 6,000 mile intervals. Includes all PM-A items plus a fuel filter change, pull and inspect wheels, rotate and balance tires.
- PM-C 12,000 mile intervals. Includes all PM-A & B items plus an air-filter change, replace all V-belts, and change transmission oil and filter.
- PM-D 24,000 mile intervals. Includes all A, B, C services change engine coolant, repack wheel bearings, replace u-joints, service differential and replace serpentine belt.
- Annual 360 day intervals. Includes replacing all hoses in the engine compartment and a state inspection
- 120,000 Mile PM Includes changing the water pump, injection pump, thermostat, & vacuum pump

SYSTEM CODES DESCRIBE WHERE THE DOLLARS ARE SPENT

Enter the two digit system code that best describes the component(s) or item(s) being repaired on the vehicle. It is not unusual to have more than one system code on a repair order. Example: You may perform a PM service (PM) and also replace a tire (17). Enter both codes separately with their corresponding parts description and costs along with their labor costs and the description of each repair.

PM = Preventive Maintenance Services - Any preventive maintenance service or inspection.

01 = Air Conditioning/Heating System - Heating, a/c, compressor, lines, controls, blower motors, etc.

02 = Cab/Body - Body panels, glass, seating, doors, locking assy., body hardware, flooring scuffliner, etc.

13 = Brakes - Shoes, drums, slacks, chambers, rotors, sensors, compressor, valves, brake linings, etc.

15 = Steering - Steering gear, drag link, idler arm, tie rods, power steering pump, power steering cylinders, power steering pump motor, steering gear box, etc.

16 = Suspension & Frame - Control arm, coil springs, leaf springs, torque rods, shocks, hangers, equalizers, beams, air ride, cross members, bumpers, landing gear, support braces, etc.

17 = Tires & Wheels - Tires, pneumatic, solid, radials, rims, load wheels, hubs, bearings, seals, hub caps, etc.

22 = Drive Train, Axles, & Differential - Clutch, bushings, kingpins, spindle, front transaxle, power divider, carrier assm., ring and pinion gears, clutch assm., pressure plate, drive shaft, yoke, U joints, etc.

26 = Transmission - Case assm., manual auxiliary, automatic, overhaul kit, converter, valve body, etc.

27 = Fire Related Pump - Pump, power take-off, controls, shaft, gears, assembly, hoses housing, packing valves, gauges, etc.

30 = Electrical - Batteries, alternator, starter, relay, cables, ignition, control module, displays, lighting, wiring, etc.

40 = Engine - Cam, cylinder kits, heads, bearings, block, flywheel, injectors, drive motor, fuel system, linkage, sensor, etc.

42 = Cooling System - Radiator, fan clutch, water pump, thermostat, sensor unit, etc.

43 = Exhaust System - Catalytic converter, muffler, pipes, elbows, shields, turbo, brackets, etc.

50 = Accessories Group - Hubometers, tachograph, trip recorder, clock, radio, speakers, safety equipment, mud flaps, etc.

65 = Hydraulic System - Pump motor, cylinder assembly, control valve, slide shift, liftgate, 5th wheel, etc.

90 = Special Equipment = Any item not covered by the above system codes.

98 = Detailing/Appearance = Costs associated with keeping vehicles and equipment clean and in good physical appearance.

99 = Emergency Lighting & Accessories - Sirens, emergency lights, light bars, signals, strobes, etc.

REPAIR ORDERS MUST BE FILLED OUT COMPLETELY!

PAY ATTENTION TO WRITING IN THE CORRECT ODOMETER READING!

QUESTIONS? CALL JUDY AT (316) 856-2196



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“It is truly an honor, privilege and blessing to serve the citizens of Blount County.”

Judy Cole
Operations Supervisor/Paramedic



Rural/Metro's Blount County operations are managed by a team of local professionals who have lived and worked in the East Tennessee area their entire lives.

IV. Management Personnel

Even with the best ambulances and equipment, a knowledgeable management team is a necessity in order to run a quality operation. The team must be technically competent and possess the strong interpersonal and supervisory skills to motivate the performance of employees. Our management team directs our ambulance system to its top efficiency levels. Rural/Metro's Blount County operation is managed by local individuals who live and work in Blount County and have done so for most of their lives.

Rural/Metro values strong leadership. We believe our goals can be accomplished through teamwork. Rural/Metro's organizational design stresses the importance of teamwork.

Following are short biographies on the Rural/Metro management team:



Rob Webb, Division General Manager and Paramedic, has 30 years of experience in emergency services and more than 20 years of administrative leadership as the operations supervisor for Rural/Metro's Blount, Knox, Loudon and Franklin counties. Rural/Metro of Tennessee is the largest emergency service provider in East Tennessee, with a combined work force of more than 700 firefighters, paramedics,

EMTs, telecommunicators and other support personnel.

Webb considers his job a lifetime commitment to bettering those around him and is an active community volunteer and advocate for his profession. He has served as president of the Tennessee Ambulance Service Association (TASA) and the East Tennessee E.M.S. Director's Association. He is the 2005 recipient of the American Red Cross Hero Award; has served as the executive director of Boy Scouts of America Explorers, Local Emergency Planning Committee; and was appointed by Governor Sundquist to serve on the East Tennessee Community Services Agency board of directors. He was the past president of the Civitan Club. Webb was elected as a member of the Blount County School Board in 2002, and currently serves as board chairman.

To date, Webb considers one of his greatest career achievements as being his appointment to the Tennessee Emergency Medical Services Board as a representative of ambulance service operators. This appointment by



Governor Phil Bredesen came in July 2009 and runs through June 2012. The Governor noted in his appointment of Webb that the search was both thorough and aggressive; however, the individual characteristics and professional qualifications that Webb possesses were exceptional among the nominees.

Webb also serves as a deacon and Sunday School teacher at Central Point Baptist Church, where he is involved in many community service projects. Whether it's collecting toys, food, clothing and other household items and personally delivering them to hurricane victims or taking his annual foreign medical mission trip to Honduras, Webb is active in all facets of his community, down the street and around the world.

Webb lives in Seymour along with wife Angie, an RN at Blount Memorial Hospital, and their two children.



Ron Parker, Market General Manager and Paramedic, also is one of the original

seven employees hired when Rural/Metro began its operation in Blount County in 1985. He progressed through the years to become the market general manager. He oversees the operations supervisor. Parker has been decorated with several awards, including the American Red Cross Hero Award for his efforts to save several people overcome by

carbon monoxide poisoning. In 2004, Parker received the national Star of Life award from the American Ambulance Association in Washington, D.C. Along with the daily operations. Parker is active in BSORT, a multi-agency county rescue response team for special emergency situations, and works with volunteer organizations to improve their disaster preparedness. He has just been named a member of the 2011 class of Leadership Blount. Parker is active in the Region II EMS Director's Association and serves as the director of the Region II Ambulance Strike Team. He also serves on the local LEPC (Local Emergency Planning Committee) and numerous committees at Blount Memorial Hospital.

Parker and his wife, Misty, have one child, Colton. They are members of New Hope Baptist Church in Maryville.



Vicky McClannahan, Administration Supervisor and Paramedic, a Blount County resident since 1967, joined Rural/Metro in 1989 after obtaining her EMT license from Roane State Community College. She completed her paramedic certification in 1991.

McClannahan's accomplishments include receiving the Paramedic of the Year award in 1994 as selected by her co-workers; attaining the rank of captain in 1995; receiving the national Star of Life award from the American Ambulance Association in Washington, D.C., in 1997; and being recognized by the Blount County American Red Cross with the Emergency Responder Award in 2009.

McClannahan assumed oversight of the Blount County Dispatch Center and administrative duties for the Blount County operation in 2000.

McClannahan and husband Doug, chief of Blount County Fire Department, attend Monte Vista Baptist Church in Maryville. They have one daughter, Jama, a teacher in the Blount County school system.

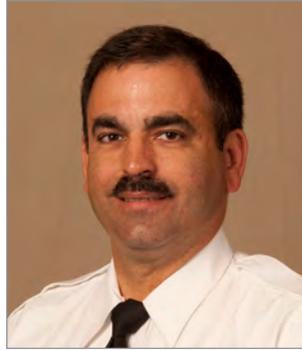


Judy Cole, Operations Supervisor and Paramedic, has been with Rural/Metro for 18 years. She became interested in her profession watching her dad drive an ambulance as a child. A qualified EMT, she joined Rural/Metro in 1992 as a dispatcher because there were no other openings.

After just four years, she was promoted to supervisor. Her innovation and dedication have been invaluable to Rural/Metro. Cole was responsible for designing and implementing the "New Employee" program, which provides new hires with a guide to ensure they receive the full 40 hours of instruction and training when they join the Rural/Metro team. She also created a "Ticket Cleaner" guide to help crews fill out their paperwork in compliance with federal, state and insurance regulations.

Cole has continued her education and training, completing her certification as a paramedic as well as the Coaching the Emergency Vehicle Operator (CEVO) training course in Indianapolis. This course, the accepted standard in emergency driver training, certifies Cole as an instructor for new Rural/Metro ambulance drivers.

A lifetime resident of Blount County, Cole and her husband, Joe, have three children and two grandchildren. They enjoy camping, riding their ATVs and traveling.



Neal Stone, Operations Supervisor and Paramedic, joined Rural/Metro when the company began its Blount County operation in 1985. A native of Blount County, Stone previously worked for the Sheriff's Department, the Rescue Squad, Blount County Fire Department and at Blount Memorial Hospital. The knowledge and contacts gained through this experience have helped him excel in his position with Rural/Metro.

Stone has been in a supervisory position since 1995, working in the ambulance operation as well as Rural/Metro's ALCOA Inc. Plant Protection operation. Qualified in search and rescue as well as vertical rescue, he is a team leader on the Disaster Response Team and is a member of the Blount County Special Operations Team and the Region 2 Ambulance Strike Team.

Stone, wife Sandy and their six sons reside in Maryville. In addition to his interest in local history, Stone serves on the boards of directors for the Little River Railroad and Lumber Company Museum.



Donna Fields, Quality Improvement Nurse, began her career in the medical field as a nursing assistant in 1976. She later received her EMT and paramedic certifications and became an employee of Rural/Metro in 1986. She graduated with a degree in nursing from Walters State Community College in 1990. Fields became manager of the Blount County operation in 1997, a position she held until the birth of her son two years later. Fields

returned to Rural/Metro in February 2001 as the Quality Improvement Nurse. In this position, she strives to maintain the highest standards of patient care, working with Rural/Metro's medical director and hospital staff as part of the community quality improvement process.

Fields and her husband, Nelson, have two children, Garrett and Michelle, and a granddaughter, Emma. They are members of Sycamore Tree Methodist Church in Maryville.



Misty Parker, Healthcare Account Executive, joined Rural/Metro Ambulance

Service in Blount County in 2005. Her responsibilities include all aspects of marketing for Rural/Metro's ambulance operations in Blount county. She also serves as liaison to medical and skilled nursing facilities. Born and raised in Blount County, Parker graduated from the University of Phoenix in 2004 with a degree in business

management. She is a 2007 Leadership Blount graduate. Prior to joining Rural/Metro, Parker served as task force facilitator for *Nine Counties. One Vision.*

Parker is involved with many community organizations, including: American Cancer Society, Secret Safe Place for Newborns of Tennessee, American Red Cross, United Way and Leadership Blount.

Parker and her husband, Ron, have one child, Colton. They are members of New Hope Baptist Church in Maryville.



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“I love my job. I love helping people. I love being there when it counts the most. There is something about being there to help when someone really needs you that makes this job special.”

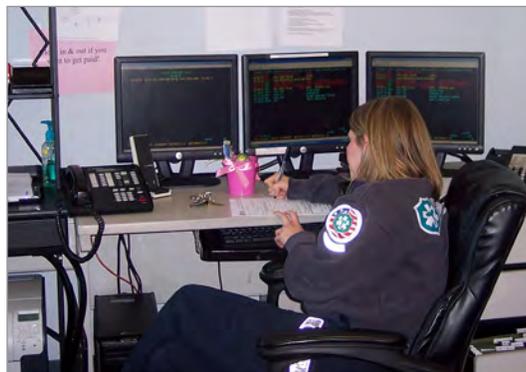
John England
Paramedic



V. Communications and Dispatch

Communications Center

Rural/Metro ambulances are equipped with multi-channel, two-way radios capable of maintaining constant communications with the Rural/Metro Communications Center located at 296 E. Howe Street in Alcoa. All members of the dispatch staff are Blount County residents familiar with the community. Radio and telephone conversations coming in and going out are recorded. At its own expense, Rural/Metro maintains a direct phone intercom system with the Blount County 911 Center.



An emergency uninterruptible power source (UPS) and automatic natural gas generator are on site in case of power failure or disaster.

A state-of-the-art, computer-aided dispatch (CAD) system assists in the rapid deployment and tracking of ambulances. The CAD can access street data instantly and maintains records of all dispatch information.

Radio Systems

Rural/Metro's Communications Center and ambulances are equipped with multi-channel VHF and UHF radios capable of maintaining constant communications. In addition, each Rural/Metro ambulance crew is equipped with portable radios and digital pagers to ensure quick response.

Rural/Metro is currently licensed for three repeated and one simplex radio dispatch frequencies. These frequencies allow communication with other emergency service agencies, such as First Responders, in addition to deployment of our own ambulances. In the event of a major incident or disaster, these frequencies augment the Blount County Emergency Communications District in its delivery of service.



Community Services

The Rural/Metro Communications Center provides dispatch services for the Blount County Rescue Squad as a courtesy and looks forward to continuing this practice during the new contract period.

Rural/Metro currently pays for the phone lines and answers the helpline for Secret Safe Place for Newborns of Tennessee. This service is provided 24 hours a day, free of charge. Rural/Metro dispatchers are trained to provide referral information and to arrange transportation services for mothers and infants to a “safe place.” Rural/Metro provides safe place transportation service anywhere in Tennessee. Misty Parker serves on the board of directors for the organization.



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“Whether responding to an emergency or providing standby service at local schools and community events, Blount County can always count on Rural/Metro for professional service from a well-trained, dedicated and compassionate team. More than emergency medical service providers, Rural/Metro is neighbors helping neighbors.”

Vicky McClanahan
Paramedic/Administrative Supervisor



Rural/Metro's Blount County staff has more than 500 years combined emergency services experience.

VI. Personnel and Training

Attracting and retaining good employees is key to the success of any business. Ambulance operations are highly labor intensive. Payroll represents up to 60% of overall costs. As the incumbent provider, Rural/Metro already employs the work force responsible for providing quality emergency medical services to Blount County. Rural/Metro ambulance personnel are certified at the paramedic or Emergency Medical Technician (EMT) level in accordance with Tennessee state EMS requirements.

Rural/Metro's Blount County staff has more than 500 years combined emergency service experience. These employees are part of the community and know the area. They are involved in area churches, Little League, school projects, Boy Scouts, civic organizations and various other community events and activities.

Rural/Metro will continue to maintain its proactive, innovative scheduling techniques and variable schedules, which ensure that employees receive adequate rest and recovery — through time off and use of available personal leave — to perform their duties at an optimal level.

Rural/Metro's standardized compensation program involves conducting an annual salary comparison study to ensure that the salary ranges established for our employees are both internally equitable and externally competitive. Rural/Metro exceeds all minimum salary ranges in the bid request.

In addition to a competitive hourly rate, employees are paid time-and-a-half for all hours exceeding 40 worked in a given week.

We believe the compensation and satisfaction an employee receives for performing a job well should be based on objective, equitable and motivating goals. Consequently, the basis of our merit increase program is to evaluate, appraise and reward top performers with appropriate compensation adjustments.

Notably, a portion of every employee's job achievement goals is devoted to continued training and professional career development.

We believe that our employees are our most valuable asset. Therefore, Rural/ Metro provides its full-time employees with an attractive benefits package which includes the following:

- Paid personal time off (exceeding bid requirements)
- Bereavement leave
- Jury duty leave



- Extensive group health insurance
- Dental insurance
- Company paid life insurance
- Supplemental life insurance
- Long-term disability benefits
- Health care/dependent care reimbursement accounts
- 401(k) retirement savings value plan
- Employee assistance/special counseling programs
- Critical incident stress debriefing programs
- Tuition reimbursement programs
- Uniform reimbursement

Recognizing that the manner in which we introduce new employees to our organization and philosophies will begin a career-long set of standards, Rural/Metro places great importance on the orientation process. Immediately after employment, all employees attend the New Employee Orientation Program (NEOP). Far beyond a simple introduction to the organization, NEOP is designed to give employees a clear understanding of what is expected of them and teaches new EMS professionals the Rural/Metro standard of patient care.

The comprehensive NEOP includes:

- Overview of organization structure
- Policies and procedures
- Customer service importance
- Safety features for all equipment
- Overview of Rural/Metro employee benefits
- Infection control/hazardous materials training
- Facility tour
- Procedures for proper paperwork completion
- Patient lifting, moving and transportation
- Vehicle systems, inspections and operations
- Patient confidentiality
- Patient care reports and medical necessity forms
- Internal communications
- Telecommunications

During the second phase of orientation, each new employee spends a minimum of 40 hours riding with an assigned Rural/Metro preceptor. The preceptor gives overall guidance to the employee in the operation of Rural/Metro equipment and customer service.



Recruiting

The search for excellence in our employment program begins with the hiring and selection process. In our ongoing recruiting efforts, our organization seeks top professionals who maintain quality clinical skills as well as professional caring attitudes toward the public.

Affirmative Action

Rural/Metro is an equal opportunity employer. We maintain a recruiting and outreach program designed to include all qualified candidates.

Safety

Rural/Metro is concerned with employee safety. Because of its importance, we maintain policies and procedures related to employee safety as described below:

- Safety equipment (goggles, gloves and gowns)
- Company provided Hepatitis B immunizations
- Hazardous waste disposal

Training

The state of Tennessee requires 12 hours of continuing education per year for EMS employees. Rural/Metro's employees exceed this standard. Rural/Metro invests heavily in the ongoing education of our personnel and provides several avenues through which our employees can enhance their knowledge and skills.

Rural/Metro provides tuition and associated fees for employees to attend continuing medical education and specialized certifications courses, such as Advanced Cardiac Life Support, Pre-Hospital Trauma Life Support, and Basic Trauma Life Support. Also, Rural/Metro sponsors employees attending paramedic school.



Quality Improvement

Rural/Metro regards quality improvement as an active process. The quality improvement process, which is guided by our medical director, provides an integrated approach to quality management. The management staff and front-line employees work together to make improvements.

Rural/Metro employs a registered nurse to review patient care records and perform field ride-alongs with EMS crews. The information gathered in this process is reviewed by the medical director, management and front-line employees. Quality improvement information is used to direct continuing education so that the instruction provided is actually what the EMS personnel need.

Medical Director



Rural/Metro has a 25-year relationship with Dr. Allan Romans, Chief of Emergency Medicine at Blount Memorial Hospital, as our medical director. Dr. Romans develops and authorizes medical care protocols, consults on training programs and reviews patient care activity, both from trip sheet review and in-field observation.



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“An epileptic student in college who often had seizures in class inspired me to become a paramedic. No one ever knew what to do, so a classmate and I decided to take EMT classes so we could help her.”

David Blanton
Paramedic-Chaplain



As the incumbent provider, Rural/Metro has the benefit of extensive local experience with local people serving this community.

VII. Coverage and Response Times

Proven Track Record of Response Time Performance

Rural/Metro has a proven track record of providing rapid response to our patients. For 2009, Rural/Metro's average response time was eight minutes on a volume of more than 16,000 calls. This far exceeds the nationally recognized response time standard of arriving on the scene within 10 minutes. Rural/Metro is proud to maintain such a high standard in a county with both urban and rural service areas.

As the incumbent provider, Rural/Metro has met response time and staffing requirements during the term of the current contract. Response times are a function of the amount of EMS resources a community can afford, through a fair balance of user fees and government contribution. Rural/Metro will exceed the 800 unit hours per week requirement.

The presence of an effective Basic Life Support First Responder system is an essential element of any EMS system. The Maryville Fire Department, Alcoa Fire Department, Seymour Volunteer Fire Department, Friendsville Fire Department, Townsend Fire Department, the Blount County Rescue Squad and the Knoxville Metropolitan Airport Authority ensure that most areas in Blount County will receive basic life support (airway management, CPR, bleeding control) within the critical six-minute survival window supported by American Heart Association literature.

Rural/Metro provides support, training, supplies and other assistance to all First Responder agencies in the community. Rural/Metro's medical director serves as medical director for each agency. This standardizes patient care and medical procedures.



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“I started out as an Explorer Scout at the rescue squad. That inspired me to get my EMT license and go full time with the squad. When Rural/Metro came to Blount County it allowed me to do what I love full time in my own community.”

Neal Stone
Operations Supervisor/Paramedic



Rural/Metro's limits of insurance coverage guarantee Blount County protection and security for its ambulance services.

VIII. Insurance and Indemnification

Rural/Metro's limits of coverage are higher than most – if not all – other providers, and far exceeds the contract requirement, which guarantees Blount County protection and security for its ambulance service.

Rural/Metro agrees to defend, indemnify and hold harmless Blount County, its officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the sole negligence of Rural/Metro, its employees, subcontractors or agents of the operation on an ambulance in Blount County.

It is not the intention of the parties that Rural/Metro shall indemnify Blount County against the county's own negligence or the negligence of the county's employees, officers, volunteers or agents. If any county employee, officer, volunteer or agent damages any Rural/Metro property, the county will be responsible for repair or replacement of the property. If a Rural/Metro employee, officer or agent damages any county property, Rural/Metro will be responsible for repair or replacement of the property. In any action where it is alleged that there is joint negligence of Rural/Metro and the county, Rural/Metro shall only be responsible for that percentage of the damages awarded which is directly attributable to the negligence of Rural/Metro.



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“Working as a Paramedic with Rural/Metro, I can make an impact not only on the life of one person but also on the whole community.”

Andrew Cook
Shift Supervisor/Paramedic



IX. Community Relations

Rural/Metro takes great pride in being a good corporate citizen and in fostering an environment of community involvement for its employees. Rural/Metro has a deep commitment to community partnership and support, and has become part of the fabric of Blount County, supporting organizations such as the United Way, the Blount Chamber Partnership, Special Olympics, the American Red Cross, Blount County Schools, Maryville College, March of Dimes and others.

Rural/Metro looks forward to continuing special community services such as providing dispatching services for the Blount County Rescue Squad as a courtesy; underwriting and answering the telephones for Secret Safe Place for Newborns of Tennessee; providing ambulance stand-bys at high school football games and various other festivals and events in the county; and deploying the disaster trailer.



As evidenced by the letters of support included with this bid, Rural/Metro has worked hard to earn respect and friendship in the community. It's not something that happens by chance. We also would like to highlight the achievements of our employees in the following pages of this section.



July 31, 2009

RURAL/METRO GENERAL MANAGER ROB WEBB APPOINTED TO STATE EMS BOARD

Rural/Metro division general manager Rob Webb was honored for his appointment by Governor Phil Bredesen to the Tennessee Emergency Medical Services Board in a ceremony at the Rural/Metro Ambulance Operations Center Wednesday, July 29. Webb will serve a four year term as a representative for ambulance service operators.

This 13-member board oversees the Tennessee Emergency Medical Services (EMS) Division and is responsible for establishing all rules governing emergency systems throughout the state.

“This is a great honor,” said Webb. “When my family and I travel throughout the state, it is important to me that we are able to find the same quality emergency medical care everywhere that we at Rural/Metro provide to the people of this area. The rules and protocols established by



this prestigious board help ensure that same high level of care is available in our rural counties as well as our metro areas.”

Established by the state in 1983, the board consists of members

from all aspects of emergency medical services, including physicians, nurses, fire chiefs, safety educators and ambulance service providers. They are responsible for oversight of the statewide EMS system comprised of thousands of paramedics from 210 ambulance service companies operating over 1,300 ambulances and transporting over a million patients annually.

The board ensures that proper equipment is on all emergency vehicles; regulates the emergency communications systems; sets licensing and vehicle inspection standards; and establishes rules to maintain and improve emergency medical service throughout the state. It also serves as an appeals body for Department of Health cases against EMS providers.

“Rob has proven himself as an exceptional and respected leader in the EMS community, and we congratulate him on his appointment by the governor to the Tennessee Emergency Medical Services Board,” said Bryan Gibson, Rural/Metro regional president. “He brings more than three decades of industry experience to the position, and a strong



commitment to high-quality ambulance services that will benefit EMS providers throughout the state.”

Rural/Metro is the only ambulance service provider in Tennessee accredited by the Commission on Accreditation of Ambulance Service. “We routinely go through rigorous inspections and adhere to strict guidelines for quality assurance,” said Webb. “As a member of the Tennessee Emergency Medical Services Board, I can help establish more uniform guidelines that will make the emergency medical services across Tennessee as good, or better than, any system in the country.”

Rural/Metro of Tennessee is the largest emergency service provider in East Tennessee, with a combined work force of more than 715 firefighters, paramedics, EMTs, telecommunicators and other support personnel.

Rural/Metro Ambulance Service is the only accredited provider in the state, with contracts for 911 service in Knox, Blount, Loudon and Franklin counties. Rural/Metro Corporation provides emergency and non-emergency medical transportation, fire protection, and other safety services in 22 states and approximately 500 communities throughout the United States.



July 31, 2009

RURAL/METRO MANAGER HONORED BY GOVERNOR

Rural/Metro division general manager Rob Webb was honored Wednesday for his appointment by Gov. Phil Bredesen to the Tennessee Emergency Medical Services Board.

Webb will serve as a representative for ambulance service operators.

The 13-member Emergency Medical Services Board oversees the Tennessee Emergency Medical Services (EMS) Division and is responsible for establishing all rules governing emergency systems throughout the state.



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that we at Rural/Metro provide to the people of this area. The rules and protocols established by this prestigious board help ensure that same high level of care is available in our rural counties as well as our metro areas.”

The board ensures that proper equipment is on all emergency vehicles; regulates the emergency communications systems; sets licensing and vehicle inspection standards; and establishes rules to maintain and improve emergency medical service throughout the state. It also serves as an appeals body for Department of Health cases against EMS providers.

With over 30 years of experience in emergency services, Webb has served as president of the Tennessee Ambulance Service Association and the East Tennessee EMS Directors Association. He is the 2005 recipient of the American Red Cross Hero award. He lives in the Seymour community with his wife, Angie, and their 16-year-old daughter.



May 17, 2009

BLOUNT RED CROSS TO HONOR 13 'HEROES'

The Blount County American Red Cross will recognize 13 “heroes” at its 17th Annual Heroes Breakfast on Thursday.

The event will be held again this year at First United Methodist Church in Maryville beginning at 7:30 a.m.

The breakfast is an opportunity to recognize local heroes for their heroic acts, good deeds, and contribution to the safety and well-being of our community.

This year, 10 awards will be given to nine individuals and one group who have made significant contributions to the quality of life in Blount County. While the award winners come from all walks of life, they all share one thing in common: they all say they are or were “just doing their job.”



The honorees are as follows:

- Military Award-SFC Ken Jones
- Medical Award- Dr. Jane Souther, Blount Memorial Hospital
- Animal Rescue Award- Steve Phipps, Blount County Humane Society
- Red Cross Community Service Award- Tiffany Denyer, Wilderwood Service Dogs
- Youth Good Samaritan Award- Kelsi Muckleroy
- Firefighter Award- Maryville Firefighters Mike Chopin, Tony Clark, Dallas Stephens, and Randall Moore
- Emergency Responder Award- Vicky McClanahan, Rural/Metro
- Adult Good Samaritan Award- Tracy Fair
- Law Enforcement Award- Peter Rivas, Blount County Sheriff's Department
- Betty Proffitt Hale Community Impact Award- Diane O'Neill

Another Highlight of the breakfast will be the renaming of the Community Impact Award to the Betty Proffitt Hale Community Impact Award, in honor of the former Blount County Red Cross's executive



director and the impact she had on her community. Hale was the executive director from 1994 until her retirement in January.

The Blount County Heroes Breakfast, in addition to offering the opportunity to salute our heroes, is the Red Cross's largest fundraiser and allows the community an opportunity to support the Red Cross as it responds to disasters and emergencies in Blount County.

This year's award sponsors for the annual event are: Marriott Business Services, First Tennessee Bank, Blount Memorial Hospital, Rural/Metro, Alcoa and DENSO manufacturing.



April 12, 2010

RURAL METRO, BLOUNT MEMORIAL DONATE AMBULANCE, FUNDS TO JIMANI

Rural/Metro has donated a fully stocked ambulance and Blount Memorial Hospital has made a \$5,000 donation to help a town in the western part of the Dominican Republic to serve the emergency needs of poor people in that region and eastern Haiti.

The donated ambulance will be based at the Good Samaritan Hospital in Jimani, Dominican Republic.

The ambulance is being delivered to the International Medical Alliance (IMA) of Tennessee, which along with other local groups built the hospital 14 years ago to provide free medical service to the poorest communities along the borders of both countries.



“The hospital and surrounding communities have a population of more than 300,000 and currently have no ambulance,” said Thomas Koehl, chief operating officer of the International Medical Alliance of Tennessee. “That’s why this donation by Rural/Metro is so critically needed and will be so much appreciated.”

Rural/Metro Division General Manager Rob Webb thanked Blount Memorial Hospital for donating additional emergency supplies to outfit the ambulance. Rural/Metro placed initial supplies in the vehicle. “Blount Memorial is a valuable health care partner with Rural/Metro, and we thank them for supporting this very worthwhile donation,” Webb said. “Anything we can do to help an already needy region devastated by an earthquake is gratifying to all Rural/Metro employees.”

Webb said Rural/Metro received a new ambulance to serve Blount County, freeing up the vehicle being sent to the Dominican Republic. The ambulance has undergone complete maintenance and has many more miles of service available, he said.

Rural/Metro provided the following supplies:

- Six ambulance stretchers
- 200 board splints
- 300 intravenous injection sets
- 1,125 2” x 2” gauze sponges



- 30 suction catheters
- Three boxes of endotracheal tubes
- 50 pediatric oxygen masks
- 275 infant oxygen masks
- Miscellaneous cardiac monitor supplies

Jane Andrews presented IMA with the \$5,000 check on behalf of Blount Memorial Hospital for the additional supplies most needed to assist with the health care needs in Haiti.

“When Rural/Metro Ambulance contacted us about being a part of this and assisting with relief efforts in Haiti, we were honored to participate, as this fit with the hospital’s mission to continuously improve the health and well-being of our entire community, or in this case, of areas in Haiti,” said Blount Memorial Hospital administrator Joe Dawson. “Rural/Metro is a community partner to the hospital, which was built on a foundation of partnering, and we are glad to be involved with this outreach effort.”

The hospital in Jimani has received help from many East Tennessee groups, the Baptist Foundation, churches and individuals under the umbrella of The Jimani Project.

Rural/Metro of Tennessee is the largest emergency service provider in East Tennessee, with a combined work force of more than 715 firefighters, paramedics, EMTs, telecommunicators and other support personnel. Rural/Metro Ambulance Service is the only accredited provider in the state, with contracts for 911 service in Knox, Blount, Loudon and Franklin counties.



February 20, 2007

TECHNOLOGY AIDS HEART PATIENTS EN ROUTE TO HOSPITAL

Diagnostic tools now available through Blount Memorial Hospital's emergency department and Rural/Metro Ambulance are saving time – and muscle – when it comes to patients being transported to Blount Memorial who are complaining of heart-related symptoms.

Now, before patients even arrive at the emergency department, an electrocardiogram, or EKG, is being received by emergency medicine physicians who, upon reviewing the information, can request to have a cardiologist en route to the emergency department at the same time the patient is being transported.

“This makes the access to definitive health care shorter because we have the information (we need) ahead of time,” says emergency department physician and medical director Dr. Allan Romans. This process, which he says is the only of its kind in the East Tennessee and surrounding area, reduces the amount of time that the patient is in pain and needing treatment.

Information is transmitted from Medtronic LIFEPACK 12 defibrillator/monitors – that now are in place in four of the county's 11 Rural/Metro ambulances. “An EKG will be performed on a patient. The LIFEPACK 12 will take this information and transmit the EKG via cell phone to the emergency department receiving station. If a cell phone signal is weak or absent, the LIFEPACK 12 will ‘store’ the EKG and will automatically redial the receiving station's number until transmission is complete,” explains Rural/Metro operations chief Ron Parker.

The LIFENET RS receiving station, housed in the hospital's emergency department, is equipped with an alarm that alerts physicians and staff when it's receiving information from the field. From that information, doctors are looking for changes in the EKG that may indicate a heart rhythm disruption or a heart attack, also known as a myocardial infarction, which Romans explains is an event that occurs when an artery in the heart becomes blocked with a clot and may suddenly produce chest pain, shortness of breath, sweating, weakness, nausea and vomiting, among other symptoms.

Both conditions may show a need for immediate treatment, according to Romans, who emphasizes that a cardiologist or the hospital's cardiac catheterization team is called in to assist when those changes are detected.

The early alert that a cardiologist receives can be important, according to cardiologist Dr. Jane Souther. “Time is muscle,” she says, emphasizing that with this technology, doctors can prepare by having the cardiac



catheterization lab clear and ready to get the artery open, which can result in less damage. “It helps us mobilize all involved, and we can make plans to care for the patient.”

National standards in place already require a “door to open muscle” time of 90-120 minutes for heart patients, but Souther emphasizes that if by having this physician-driven system in place that 20 minutes can be shaved off of the treatment time, there’s more time for the patient to be taken care of, and in a faster time frame.

“This technology is going to make a difference regardless of whether it’s night or day, although the biggest difference will be seen in the middle of the night,” Romans says. Souther agrees, emphasizing that the extra time will allow for an on-call cardiologist to get dressed, drive to the hospital and be ready to initiate care at about the same time the patient actually arrives.

That timesaving measure is already benefiting patients, Romans says. “The system is already going, and we’ve had several patients in the system.” He says, too, one particular patient was moved to the catheterization lab within 20 minutes of arrival at the hospital after being met upon arrival by two cardiologists.

Because time is of the essence in any cardiac event, Souther and Romans both emphasize patients with heart-related symptoms should call 911 to activate emergency services rather than trying to drive themselves to the hospital.

“When they start having chest pains, they should call 911,” Souther says, emphasizing that if problems occur while the patient is en route to the hospital, trained professionals can offer assistance. Too, with transportation by Rural/Metro, Romans points out patients are triaged by emergency services personnel in the field, giving them direct access to treatment.

The LIFEPACK 12 defibrillator/monitors used in the field cost \$21,560.23 each, and the Blount Memorial Foundation has purchased one of the units while Rural/Metro purchased two additional field units. Also, Blount Memorial Hospital purchased a field unit – bringing the total to four units – along with the \$13,790 LIFENET RS receiving station housed in the emergency department.



OFFICE OF SHERIFF JAMES L. BERRONG

March 30, 2010

Attn: Mayor Jerry Cunningham
Blount County Mayor's Office
341 Court Street
Maryville, TN 37804

Dear Mayor Cunningham:

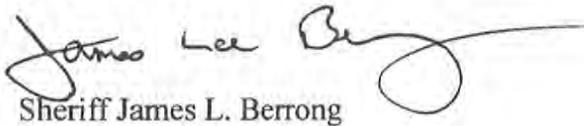
I am writing in support for the contract renewal of Rural/Metro Ambulance Service. Because our county has been serviced for a number years by Rural/Metro, I feel it would be in the best interest of our county to continue using this agency as our emergency services provider.

For many years, Rural/Metro has provided professional services and support to the Blount County Sheriff's Office as well as to the citizens of our county. My department has depended on the quick response and quality service they have provided on numerous occasions.

Additionally, Rural/Metro is very confident and knowledgeable about the geographic area that they respond to, which is vital due to the severity of most of the calls they respond to. I have a great deal of confidence in saying that our county would be at a loss without Rural/Metro Ambulance Service.

I would appreciate all of the support that you can provide with this renewal process.

Respectfully,


Sheriff James L. Berrong



FIRE DEPARTMENT

2010 N. Wright Road, Alcoa, Tennessee 37701

Office: (865) 380-4999 Fax: (865) 380-4989

To: Blount County Commissioners

From: Roger Robinson, Chief 
City of Alcoa Fire Department

Date: March 24, 2010

Subject: Rural Metro Ambulance Service

The Alcoa Fire Department has worked with Rural Metro Ambulance Service personnel since they have provided Emergency Medical Service in Blount County. Our department responds to all emergency medical calls including automobile accidents within the City limits of Alcoa. Our First Responder Program puts us in close contact with Rural Metro personnel on a daily basis.

It is our observation that Rural Metro personnel are well-trained, capable, dedicated, compassionate and professional people. They have always volunteered their time and energy in helping the Alcoa Fire Department personnel maintain our Tennessee Emergency Medical Care Certification since 1985.

All of Blount County is fortunate to have emergency medical care provided by a courteous and efficient organization as Rural Metro Ambulance Service.

EXCELLENCE IN SERVICE - QUALITY OF LIFE

www.cityofalcoa-tn.gov
fire@cityofalcoa-tn.gov

MARYVILLE FIRE DEPARTMENT

402 W. Broadway Avenue • Maryville, TN 37801
Phone: 865.273.3655 • Fax: 865.273.3961
www.ci.maryville.tn.us



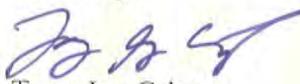
March 29, 2010

To Whom It May Concern:

Rural Metro Ambulance Service provides a valuable service to the citizens of Blount County. The Maryville Fire Department works on a daily basis with Rural Metro and sees first hand the dedication and professional cares they extend to the public. It is a pleasure to work with such a proficient and dedicated company and we look forward to continue this valuable relationship.

If you have any questions or I can be of service, please call me at 273-3605.

Sincerely,



Tony Jay Crisp
Fire Chief

/sg



**American
Red Cross**

BLOUNT COUNTY CHAPTER
1741 Triangle Park Drive
PO Box 4939
Maryville, TN 37802-4939
Office: (865) 983-0821
Fax: (865) 983-0826

The Honorable Jerry Cunningham
Blount County Mayor
341 Court Street
Maryville, TN 37804

Dear Mayor Cunningham,

Please consider this letter of support for Rural Metro Ambulance Service as you and the Blount County Commission review their contract for service with Blount County.

The Blount County American Red Cross works very closely with the ambulance service both in the planning and response phases of disaster relief work. Their ability to collaborate and work well with all other emergency responders, including law enforcement, fire departments, and emergency management, is crucial to maintaining Blount County's reputation as a good and safe place to live and work.

On a personal note, I have seen Rural Metro in action recently when a family member needed their services following a health emergency, and the responders were professional, courteous, and calming in our time of personal crisis.

Please feel free to contact me anytime if you have any questions or require additional information.

All the best,

A handwritten signature in black ink, appearing to read "Chris Davis".

Chris Davis, APR
Executive Director

TENNESSEE AIR NATIONAL GUARD
134TH MEDICAL AID STATION
MCGHEE TYSON AIR NATIONAL GUARD BASE TENNESSEE

6 Apr 10

To: Blount County Government

From: Senior Master Sergeant Christopher K. McLain
134th Medical Aid Station
420 Post Ave
McGhee Tyson ANGB, TN 37777-6206

Subj: LETTER OF APPRECIATION FOR RURAL METRO AMBULANCE SERVICE

1. As each of you are very aware the events of September 11, changed the way all of us think and do business. Local Emergency Medical Services, Law Enforcement, Fire Departments, and military agencies were not exempt. As a result of "911" we evaluated our capabilities and as a result, come to rely on each other's resources more and more.
2. More recent events like hurricanes Katrina and Gustav, reinforced the post "911" working relationship established between Rural Metro Ambulance and the Tennessee Air National Guard, 134th Medical Group, McGhee Tyson Air Base. These organizations came together working anywhere from twenty four to thirty six hours straight to receive hundreds of evacuees, sometimes with little or no notice. The relationship and can do attitude exhibited by Rural Metro Ambulance employees, Supervisors, and upper Management contributed making that operation a great success.
3. This letter of appreciation is to recognize Rural Metro Ambulance Service for going above and beyond their call on a daily basis, but also stepping up in critical times to assist those from other states in their desperate times of need. The rapid response and quality emergency services Rural Metro provides to McGhee Tyson Air National Guard Base should be recognized as superior and second to none.
4. In closing, I will continue to promote Rural Metro based on their performance and willingness to Go above and beyond to meet our present and future needs.



Christopher K. McLain, SMSgt, TNANG
Air National Guard EMT Program Manager
NCOIC First Aid/Ambulance Response



Blount County Fire Protection District



P.O. Box 4488
Maryville, TN 37802-4488
Phone (865) 983-2133 Fax (865) 983-6063

March 25, 2010

To Whom It May Concern:

The Blount County Fire Protection District works with Rural Metro Ambulance Service almost on a daily basis. Our experience, both on and off scene, has proven over and over again that Rural Metro Ambulance Service is the quality emergency medical providers that Blount County deserves.

Regardless of the call, whether it's an emergency call, a stand-by, a training event, a planning session or a hazardous materials incident, the management and staff of Rural Metro Ambulance has always responded professionally and with the highest standards of patient care.

Our Department supports Rural Metro Ambulance and considers them an important partner of the emergency providers for our community.

Respectfully,

A handwritten signature in cursive script that reads "Doug McClanahan".

Doug McClanahan, Chief

**Emergency Communications District
Of Blount County, TN
P.O. Box 4609
Maryville, TN 37802-4609**

March 25, 2010

To: Mayor Jerry Cunningham and The Blount County Board of Commissioners.

Ladies and Gentlemen:

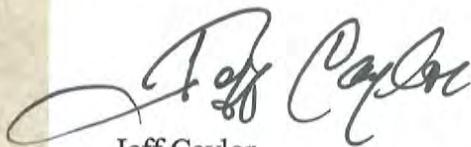
It is my understanding that the Emergency Medical Services contract for our county is up for renewal. Having had the privilege to work for the Blount County 9-1-1 Center for 25 years; I would like to attest to the working relationship we have enjoyed with Rural Metro Ambulance.

Our dispatchers forward each call that requires medical assistance to Rural Metro, and we have enjoyed an outstanding working relationship with them for many years. I have always found their staff to display the utmost professionalism, and dedication. And like the rest of the public safety agencies our county is fortunate enough to have, we also consider them friends and co-workers.

In any emergency situation, teamwork is imperative, and our staff works with the staff at Rural Metro toward that end on a daily basis. Additionally I have had to call on them for my own family needs on occasion and find their staff to be very caring and helpful, as well as going beyond the call toward offering comfort and assistance.

Thank you for allowing me to share my comments on this matter. And thanks also to all of you for everything you do for our community.

Sincerely,



Jeff Caylor
Director, Blount County 9-1-1

Certificate of Appreciation

is hereby presented to:

RURAL METRO BLOUNT EMS

In recognition of your partnership with the Tennessee Department of Health in
the 2009 H1N1 Influenza Vaccine Distribution Network for the
Vaccination Campaign against the 2009 H1N1 Influenza Pandemic Virus

Fall 2009 through Spring 2010



Susan Cooper MSN, RN
Susan Cooper, MSN, RN
Commissioner of Health

Kelly L. Moore MD
Kelly L. Moore, MD, MPH
Medical Director, State Immunization Program



Proposal to Provide Ambulance Service to Blount County, Tennessee

May 2010



“For many years, Rural/Metro has provided professional service and support to Blount County Sheriff’s Office as well as the citizens of our county. My department has depended on the quick response and quality service they provide on numerous occasions.”

James L. Berrong
Sheriff



X. Bid Specifications

Rural/Metro will comply with all requirements of the Blount County Invitation to Bid number 2009-2066.

See attached bid specifications.

INVITATION TO BID AND CONTRACT AWARD



BLOUNT COUNTY PURCHASING DEPARTMENT
385 COURT STREET
MARYVILLE, TENNESSEE 37804-5906

INVITATION TO BID

RETURN BID IN SEALED ENVELOPE
(Bidder to complete all blanks)

The undersigned agrees, if this bid is accepted within the time frame specified herein, to furnish all supplies/services described or specified, at the prices quoted beside each item in strict accordance with the bid specifications. A Blount County Purchase Order signed by the Purchasing Agent and County Financial Officer will be issued as needed.

Payment Terms shall be _____% _____ days (Offers of less than 20 days will not be considered in bid evaluation)

TABLE OF CONTENTS

- Page 1 - Invitation and Contract Award
- Page 2-5 - Terms and Conditions
- Page 6-11 - Specifications
- Page 12 - Pricing Page
- Page 13-14 - Attachment A
- Page 15-16 - Attachment B
- Page 17 - Attachment C
- Page 18 - Title VI Compliance
- Page 19 - Background Check Compliance

Authorized Signature
Bryan Gibson, Group President

Print Name and Title
May 11, 2010 (901) 755-4449

Date and Phone Number

PUBLIC OPENING OF ALL BIDS WILL BE HELD AT THE DATE AND TIME LISTED IN THE PURCHASING DEPARTMENT, ROOM 319, AT THE BLOUNT COUNTY COURTHOUSE 385 COURT STREET, MARYVILLE, TN 37804-5906.

Bid No. 2009-2066 Title: Ambulance Service for Blount County, TN

Bid Deadline Date and Time: May 11, 2010, 1:30 p.m. Buyer: Teresa Johnson Phone: 865-273-5740

Date Issued April 19, 2010	F.O.B. Point Blount County, Tennessee	This Bid is <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal
-------------------------------	--	---

One Time Purchase One Year Fixed Price Contract X Other Five-year contract term

BID DEPOSIT REQUIREMENTS

None Required X Check or Bond \$ 10,000.00 (See General Conditions enclosed)

PERFORMANCE BOND

NOT Required X To be submitted in amount of 100 % of annual contract total

SAMPLES

Samples are to be submitted with Bid X NOT Required Samples shall be available within 10 days after notification

DESCRIPTIVE LITERATURE AND TECHNICAL DATA

X To be submitted with bid NOT Required To be submitted on Brand substitutions only

BLOUNT COUNTY, TENNESSEE General Conditions and Instructions to Bidders are incorporated herein by reference.

To be completed by Blount County: CONTRACT AWARD

Date _____ Contract No. _____ Contract Period _____ to _____

The above bid is accepted in the amount of \$ _____ as pertains to item(s) _____
Authorization to furnish supplies/services will be made via: Purchase Order or Blanket Order as appropriate, signed by the County Purchasing Agent or other designated personnel.

BLOUNT COUNTY, TENNESSEE

Purchase Order No. _____ BY _____
Purchasing Agent



The Commission on Accreditation
of Ambulance Services

Hereby Awards
Full Three-Year Accreditation
To

Rural/Metro of Tennessee, L.P.
Knoxville, Tennessee

In Recognition That This Agency
Has Fully Met
The CAAS Gold Standards
For
The Medical Transportation Industry

Expires

April 30, 2011

BACKGROUND CHECK COMPLIANCE FORM

BLOUNT COUNTY GOVERNMENT

PURCHASING DEPARTMENT
385 COURT STREET
MARYVILLE, TN 37804-5906
(865) 273-5740 Phone
(865) 273-5746 Fax

BID NUMBER: 2009-2066

CONTRACT NUMBER:

BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Company or Individuals (Name)

Rural/Metro of Tennessee, L.P.

Address

296 E. Howe Street

City, State, Zip Code

Alcoa, TN 37701

Telephone Number

(865) 977-5420

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Blount County Government. I hereby agree to release all criminal history and other required information to Blount County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated Section 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code Annotated Section 49-5-413.

Signature _____

Title Group President _____

Printed Name : Bryan Gibson _____

(Please Print Clearly)

Date May 11, 2010 _____

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes _____

ROY CRAWFORD, JR, BLOUNT COUNTY CLERK

LICENSE
0446809

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

RECEIPTS		GROSS SALES TAX	<u>981.57</u>
RETAIL	<u>523,504.67</u>	LESS CREDITS	<u>15.00</u>
RETAIL RATE	<u>3/16 of 1%</u>	LESS PER. PROP. TAX	<u>1,964.00</u>
WHOLESALE	<u>.00</u>	NET TAX	<u>322.16</u>
WHOLESALE RATE	<u>3/80 of 1%</u>	PENALTY	<u>.00</u>
EXPIRATION DATE	<u>06/30/2010</u>	INTEREST	<u>.00</u>
PER. PROP. TAX NO.	<u>8053700</u>	RECORDING FEE	<u>7.00</u>
		ADVANCE MIN. LICENSE	<u>15.00</u>
		PENALTY ON MIN.	<u>.00</u>
		INTEREST ON MIN.	<u>.00</u>
		WARRANT FEE	<u>.00</u>
		MISC. COST	<u>.00</u>
			<u>344.16</u>

Cash: Check: 344.16 Check No.: 2428534
CH WK03 Drawer: 3 Site: 1
Work Date: 09/01/2009

DETACH THIS PORTION FOR CONFIDENTIAL FILE

**ROY CRAWFORD, JR
BLOUNT COUNTY CLERK**

345 COURT STREET
MARYVILLE, TN 37804

LICENSE
0446809

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Mailing

Location

1614 RURAL/METRO AMBULANCE SERVICE
9221 E VIA DE VENTURA
SCOTTSDALE AZ 85258

RURAL/METRO AMBULANCE SERVICE
521 S WASHINGTON
MARYVILLE TN 37801

WILLIAM E 3 AMBULANCE SERVICE
BLANKENSHIP

ACCOUNT NUMBER 1614
TRANSACTION NUMBER 78
CLASS 03
SALES TAX NUMBER 26207192450014

ISSUE DATE 08/31/09
TAX PERIOD 07/01/2008 -- 06/30/2009
EXPIRATION DATE 06/30/2010

THIS IS YOUR OFFICIAL NOTICE THAT IF GROSS SALES TAX IS NOT PAID WITHIN 60 DAYS FROM ABOVE EXPIRATION DATE, A DISTRESS WARRANT MAY BE ISSUED TO SATISFY THE TAX DEBT. FURTHER NOTIFICATION OF EXPIRATION IS NOT REQUIRED BY LAW. PLEASE MAKE NOTE OF THESE DATES.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

DEPUTY CLERK SIGNATURE CH CH WK03 Drawer:3 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

Title VI

For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: Rural/Metro of Tennessee, L.P.

Address: 296 E. Howe Street; Alcoa, TN 37701

Phone Number: (865) 977-5420 Fax Number: (865) 982-8341

May 11, 2010

Authorized Signature

Date

Business Ownership (Check One or More)	Ownership Ethnicity (Check Only One)
<input type="checkbox"/> D Disabled (Minority Owned)	<input type="checkbox"/> A Asian
<input checked="" type="checkbox"/> N Non-Minority Owned	<input type="checkbox"/> B African American
<input type="checkbox"/> G Government Owned	<input type="checkbox"/> H Hispanic
<input type="checkbox"/> F Female (Minority Owned)	<input type="checkbox"/> I Native American Indian
<input type="checkbox"/> E Race/Ethnic Background (Minority Owned)	<input type="checkbox"/> C Caucasian
<input type="checkbox"/> P Non-Profit Organization	<input checked="" type="checkbox"/> O Other: <u>Corporation</u>

Bid Deadline: <u>May 11, 2010; 1:30 p.m.</u>
Bid/ RFP Title: <u>Ambulance Service for Blount County, TN</u>
Bid/ RFP No. (if applicable): <u>2009-2066</u>

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.

ATTACHMENT C
CONTRACTOR-S INFORMATION

Name of Company: Rural/Metro of Tennessee, L.P.

Address: 296 E. Howe Street; Alcoa, TN 37701

Contact Person: Ron Parker

Telephone Number: (865) 977-5420 Fax Number: (865) 982-8341

Bidders Department of Health, Division of Emergency Medical Services Ambulance Service
License Number EMS 0000009933 (Attach copy)

Bidders Blount County Business License Number 1614

Years in Business: 25 Number of Employees: 89

Nature of Business: Ambulance service

Location of Headquarters: Same as above

Location of Communication Dispatch: Same as above

Number, Make and Model Year of vehicles proposed to service Blount County:

- | | |
|--------------------------------|--|
| 1) <u>15377 Chev E350 2010</u> | 2) <u>09055 Ford E350 2007</u> |
| 3) <u>71792 Chev E350 2009</u> | 4) <u>40306 Ford E350 2006</u> |
| 5) <u>12353 Chev E350 2008</u> | 6) <u>51585 Ford E350 2005</u> |
| 7) <u>27898 Chev E350 2008</u> | 8) <u>40073 Ford F250 2005</u>
(through May 2010) |

REFERENCES: List three (3) references for which your company has provided ambulance service in the past 5 years. This shall include agency name, phone number, and contact person for each. The dates of service and amounts are to be included.

- 1) Knox County, TN; Mark Jones, Director of Risk Mitigation and Management (former Director of Knox County Health Department) Office: (865) 215-2438, Mobile: (865) 755-3914; Five-year contract, \$582,052.92 per year
- 2) Loudon County, TN; Leo Bradshaw, Loudon County Purchasing Department; Office: (865) 458-4663; Contract \$0 through 2010
- 3) Shelby County, TN; Ted Fox, Shelby County Public Works; Office: (901) 545-4266; Annual contract through 2012, \$2.8 million

PRICING PAGE

Having read, and understood the specifications and requirements, the undersigned proposes (1) to make emergency and non-emergency ambulance services available in Blount County, TN (2) to provide emergency and non-emergency ambulance services to indigent citizens of Blount County and jail inmates, (3) to provide emergency and non-emergency ambulance services to Blount County government employees and their dependents at a reduced rate, and (4) to provide emergency and non-emergency ambulance services for Blount County School system students, for the following consideration:

	Annual Fee	Performance Bond	Total Costs
1. Year 1	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
2. Year 2	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
3. Year 3	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
4. Year 4	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
5. Year 5	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
6. Total Amount Bid for Five (5) Year Ambulance Service Contract (includes annual fee and performance bond costs)			\$ <u>0.00</u>
7. Ambulance Subscription Service Cost			\$ <u>59.00</u>

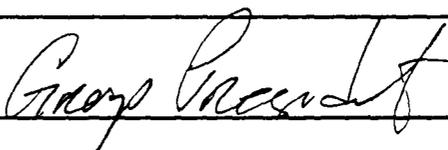
The signature below verifies that the bidder has read, understands and agrees to the specifications contained in the bid documents and is authorized to bind the company by the submittal of the bid. He/She understands and agrees to provide all necessary equipment, communication and dispatch, personnel, labor, supervision, training, etc. to comply with the bid requirements for Blount County Ambulance Service.

Rural/Metro of Tennessee, L.P.

Name of Company

Authorized Signature

Bryan Gibson



Group President

May 11, 2010

Printed Name Above

Title

Date



*The premier provider of
health and safety solutions*



May 11, 2010

If any bid requirement is found to be in violation of local, state or federal law,
Rural/Metro's bid shall be construed as inapplicable to any and all bid provision(s) or
requirement(s) found to be contrary to law.

CONTRACT FOR AMBULANCE SERVICES

THIS AGREEMENT is made and entered into by and between BLOUNT COUNTY, Tennessee, a political subdivision of the State of Tennessee, (hereinafter "County") and RURAL/METRO of TENNESSEE, L.P., a Delaware limited partnership doing business in Blount County, in the State of Tennessee, (hereinafter "Contractor").

WITNESSETH:

WHEREAS, County has previously publicly advertised bids for the award of a contract (1) to make emergency and non-emergency ambulance services available within the geographical boundaries of Blount County, Tennessee, (2) to provide emergency and non-emergency ambulance services to indigent citizens of Blount County, Tennessee, and jail inmates, (3) to provide emergency and non-emergency ambulance services to government employees and their dependants at reduced rates, and (4) to provide emergency and non-emergency ambulance services to Blount County School System students; and

WHEREAS, Contractor has submitted a sealed bid to provide such ambulance services; and

WHEREAS, County, through its duly elected legislative body (the "County Commission") acting in public session on **Insert Date**, has determined that Contractor is the responsible bidder whose bid, conforming to County's invitation to bid, will be most advantageous to County, price and other factors considered, and has awarded such contract to Contractor.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and benefits herein contained, the parties contract and agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Contract for Ambulance Services, Terms and Conditions of the Invitation to Bid (Exhibit A attached hereto), Terms and Conditions of Purchase (Exhibit B attached hereto), Specifications for Ambulance Contract, July 1, 2010 – June 30, 2015, including attachments A, B, and C thereto (Exhibit C attached hereto), and Contractor's Proposal to Provide Ambulance Service to Blount County, Tennessee, dated May 11, 2010, (Exhibit D attached hereto), which collectively form and shall be known as the Contract. Breach of any of the conditions or terms of the Contract Documents shall constitute a breach of the Contract. The Contract represents the entire agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

2. **Contract Services.** Contractor shall (1) make emergency and non-emergency ambulance services available within the geographical boundaries of Blount County, Tennessee, (2) provide emergency and non-emergency ambulance services to indigent citizens of Blount County, Tennessee, and jail inmates, (3) provide emergency and non-emergency ambulance services to Blount County government employees and dependants at reduced rates, and (4) provide emergency and non-emergency ambulance services to Blount County School System students, in the manner set forth in the Contract Documents. The consideration herein provided shall constitute compensation for such services. In addition, the Contractor shall provide an ambulance subscription program as specified in the Contract Documents.

3. **Requirements.** Contractor shall meet all State of Tennessee and federal standards for the transportation of injured or infirmed persons and all requirements set forth in the Contract Documents.

4. **Equipment.** Contractor shall furnish all equipment and personnel required to comply with all State of Tennessee and federal standards and as specified in the Contract Documents.

All ambulances used by Contractor shall meet or exceed the standards of the Tennessee Department of Health, Division of Emergency Medical Services, and the Tennessee Emergency Medical Services Board. Contractor is solely responsible for the vehicles utilized to fulfill the requirements of the Contract Documents.

5. **Personnel.** Contractor shall provide all personnel required by the Contract Documents. All paramedics and Emergency Medical Technicians used by Contractor must be licensed by the Tennessee Department of Health, Division of Emergency Medical Services. All personnel shall be physically able to perform the duties assigned.

6. **Duration of Contract.** This contract shall commence on July 1, 2010, and expire on June 30, 2015, unless sooner terminated in accordance with the Contract Documents.

7. **Consideration to be Paid to Contractor.** County shall pay Contractor \$0 for specified services in the Contract Documents.

County shall provide assistance by law enforcement and emergency management personnel as needed and available on any emergency or non-emergency response as requested by Contractor at no cost. In addition, the County will provide the following services at no cost as requested by the Contractor with use and scheduling to be agreed upon by the Blount County Sheriff's Office and the Blount County Emergency Management Agency:

- Use of the Sheriff's mobile command center,
- Use of training facilities at the Blount County Justice Center,
- Use of training facilities at Sheriff's driving and combat range,
- Use of emergency driving track and EVOC instructors,
- Provide various training to Contractor's staff,
- Use of BSORT boats, vehicles, and other emergency equipment,
- Disaster Trailer provided for Contractor's use, and
- Various training and emergency equipment.

No person shall be refused ambulance service because of indigence. Contractor is permitted to charge all persons who have the ability to pay for ambulance services provided to them; provided, however, Blount County government employees and dependants shall pay for ambulance services at reduced rates as set forth in the Contract Documents. The charges for such ambulance services to persons who have the ability to pay will not be set by County.

8. **Insurance.** During the term of the Contract, Contractor shall provide insurance, naming Blount County as an additional insured, and provide proof of coverage as set forth in the Contract Documents (section 8.0 of Exhibit C).

9. **Indemnification.** Contractor shall indemnify, defend and save harmless the County, its officials, agents and employees, from any and all claims by third parties for personal injuries, property damage and professional responsibility arising out of the operation of the ambulance services under the Contract Documents, shall carry liability insurance as required by all state and federal laws and regulations and the Contract Documents, and shall furnish a copy of each insurance policy so required to

County, which policy(ies) shall contain an endorsement requiring notice to County at least thirty (30) days before the cancellation of such insurance.

10. **Right to Audit.** County shall have the right at any time to inspect the records and books and all tax returns and other necessary records and documents of Contractor to ascertain the correct financial status of the ambulance service and to determine if the amounts paid hereunder are commensurate with services rendered.

11. **Availability of Services.** If Contractor fails to remain in business in Blount County for the duration of the Contract, Contractor shall pay to County any and all damages, including attorney fees, suffered by the County for the unfulfilled period of the Contract.

12. **Non-Exclusive Franchise.** It is understood and agreed that County is not granting an exclusive franchise for ambulance service to the Contractor by entering into the Contract. Any ambulance service which meets Tennessee Department of Health, Division of Emergency Medical Services, and Tennessee Emergency Medical Service Board requirements may provide or continue to provide ambulance services within Blount County; provided, however, the County Commission may adopt standards for all providers of ambulance services within Blount County.

13. **Termination of Contract.** County reserves the right to terminate the Contract if the Contractor fails to perform any of the requirements of the Contract Documents.

14. **Compliance with Contract Documents.** In the event the Contractor fails to perform any of the requirements of the Contract Documents, the Agenda Committee of the County Commission may recommend cancellation of the Contract or the imposition of sanctions as set forth in the Contract Documents.

Members of the County Commission or authorized representatives of the County Commission may inspect Contractor's ambulances at any time during the term of the Contract to determine compliance with the requirements of the Contract Documents.

15. **Use of Name.** Contractor shall not use or include the words "Blount County" in the name printed on any vehicles in service or upon the uniforms of any of the Contractor's employees.

16. **Assignment.** Contractor shall not assign, transfer, pledge, sub-contract or hypothecate this Contract without obtaining the prior written consent of the County.

17. **Independent Contractor Status.** It is understood and agreed that the Contractor is an independent contractor. Nothing in this Contract shall be construed or deemed by the parties hereto or by third parties as creating a relationship of agency, partnership, joint venture, seller or purchaser between the parties hereto.

18. **Modifications.** No amendment, modification, agreement, waiver, consent or approval pertaining to the subject matter of the Contract shall be binding upon either party unless made in writing and signed by each party.

19. **Section Headings.** The section headings hereof are included solely for the convenience of the parties and shall in no event affect the substantive provisions hereof.

IN WITNESS WHEREOF, the parties have executed in duplicate counterparts hereof, each of which shall be deemed an original, as of July 1, 2010.

BLOUNT COUNTY, Tennessee

By: _____
Teresa H. Johnson
Purchasing Agent

Attest: _____
Roy D. Crawford, Jr.
County Clerk

Approved as to form:



Robert N. Goddard
Attorney for Blount County

RURAL/METRO OF TENNESSEE, L.P.

By: _____
Brian Gibson
Regional President

Attest: _____
Rob Webb
Division General Manager

ADDENDUM TO
CONTRACT FOR AMBULANCE SERVICE
BETWEEN
BLOUNT COUNTY, TENNESSEE
AND
RURAL/METRO CORPORATION

This addendum supplements and is made a part of the underlying
CONTRACT FOR AMBULANCE SERVICE
by and between **Blount County, Tennessee** ("Customer/Facility") and
Rural/Metro Corporation ("Rural/Metro") (each a "Party" and collectively the "Parties").

RECITALS

- A. The Parties have entered into a **CONTRACT FOR AMBULANCE SERVICE** (the "Agreement") dated the 1st day of July, 2010, to which this Addendum is appended.
- B. The Parties acknowledge and agree that pursuant to the Corporate Integrity Agreement executed by Rural/Metro and the Office of Inspector General ("OIG") of the United States Department of Health and Human Services, dated April 18, 2007, this Addendum supplements and becomes a part of the Services Agreement in effect between Rural/Metro and Customer/Facility. Except as otherwise expressly provided herein, all provisions of the Agreement are confirmed in all respects and shall remain in full force and effect.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the Parties agree as follows:

1. Compliance with Federal Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated there under. The parties further recognize that this Agreement shall be subject to amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.
2. Fair Market Value. This Agreement has been negotiated at arms length and in good faith by the parties. Nothing contained in the Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending of ordering of any items or services

of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

3. Policy Acknowledgement. Facility acknowledges that it has received copies of Rural/Metro's Code of Ethics and Business Conduct and Rural/Metro's Anti-Kickback Policy.

Blount County, Tennessee

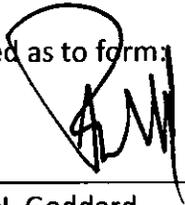
Rural/Metro Corporation

By: _____
Purchasing Agent

By: _____
Division General Manager

Date: _____

Approved as to form:



Robert N. Goddard
Attorney for Blount County

INVITATION TO BID AND CONTRACT AWARD



BLOUNT COUNTY PURCHASING DEPARTMENT
385 COURT STREET
MARYVILLE, TENNESSEE 37804-5906

INVITATION TO BID

RETURN BID IN SEALED ENVELOPE
(Bidder to complete all blanks)

The undersigned agrees, if this bid is accepted within the time frame specified herein, to furnish all supplies/services described or specified, at the prices quoted beside each item in strict accordance with the bid specifications. A Blount County Purchase Order signed by the Purchasing Agent and County Financial Officer will be issued as needed.

Payment Terms shall be _____% _____days (Offers of less than 20 days will not be considered in bid evaluation)

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Authorized Signature

Print Name and Title

Date and Phone Number

PUBLIC OPENING OF ALL BIDS WILL BE HELD AT THE DATE AND TIME LISTED IN THE PURCHASING DEPARTMENT, ROOM 319, AT THE BLOUNT COUNTY COURTHOUSE 385 COURT STREET, MARYVILLE, TN 37804-5906.

Bid No. 2009-2066 Title: Ambulance Service for Blount County, TN

Bid Deadline Date and Time: May 11, 2010, 1:30 p.m. Buyer: Teresa Johnson Phone: 865-273-5740

Date Issued April 19, 2010	F.O.B. Point Blount County, Tennessee	This Bid is <input checked="" type="checkbox"/> Formal <input type="checkbox"/> Informal
-------------------------------	--	---

One Time Purchase One Year Fixed Price Contract Other Five-year contract term

BID DEPOSIT REQUIREMENTS

None Required Check or Bond \$ 10,000.00 (See General Conditions enclosed)

PERFORMANCE BOND

NOT Required To be submitted in amount of 100 % of annual contract total

SAMPLES

Samples are to be submitted with Bid NOT Required

Samples shall be available within 10 days after notification

DESCRIPTIVE LITERATURE AND TECHNICAL DATA

To be submitted with bid NOT Required

To be submitted on Brand substitutions only

BLOUNT COUNTY, TENNESSEE General Conditions and Instructions to Bidders are incorporated herein by reference.

To be completed by Blount County: CONTRACT AWARD

Date _____ Contract No. _____ Contract Period _____ to _____

The above bid is accepted in the amount of \$ _____ as pertains to item(s) _____
Authorization to furnish supplies/services will be made via: Purchase Order or Blanket Order as appropriate, signed by the County Purchasing Agent or other designated personnel.

BLOUNT COUNTY, TENNESSEE

Purchase Order No. _____ BY _____
Purchasing Agent

TERMS AND CONDITIONS OF THE INVITATIONS FOR BID

AWARD

The right is reserved, as the interest of the County may require, to reject any and all bids and to waive any informality in bids received. The county may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified. The County reserves the right to make an award on any item for quantity less than the quantity bid upon at the unit price offered unless the bidder specifies otherwise in his bid. The contract shall be awarded to that responsible bidder whose bid, conforming to the Invitation to Bids, will be most advantageous to the County price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party.

PREPARATION OF BIDS

(A) Bidders are expected to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes must be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are subject to disqualification.

(C) Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing sheet for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

(F) Time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Oral explanation or instructions given to a prospective bidder concerning an Invitation will be furnished to all prospective bidders as an amendment to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders.

ACKNOWLEDGMENT OF AMENDMENTS TO INVITATIONS

Receipt of an amendment to an Invitation by a bidder must be acknowledged on the bid form.

SUBMISSION OF BIDS

(A) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the Blount County Purchasing Department, 385 Court Street, Maryville, Tennessee 37804-5906. The bidder shall show the bid deadline date and time specified in the Invitation, the Invitation number, and the name and address of the bidder on the face of the envelope.

(B) Samples of items, when required, must be submitted within time specified and unless otherwise specified by the County, at no expense to the County. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified in the Invitation.

FAILURE TO SUBMIT BID

If no bid is to be submitted do not return the Invitation unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this Invitation are desired. Failure of the recipient to bid or to notify the issuing office that further invitations are desired may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the Invitation.

MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for the receipt of bids, provided the County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the bid deadline. The telegraphic communications should not reveal the bid price but should provide the additional subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the Invitation, but only if the withdrawal is made prior to the exact hour and date set for the bid deadline. Telephonic invitations to withdraw a bid will not be considered.

LATE BIDS AND MODIFICATIONS

It is the responsibility of the bidder to deliver his bid or bid modification on or before the bid deadline date and time. Late bids will be returned to the bidder unopened.

SELLER'S INVOICES

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information:

Contract number (if any), purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Central Accounting Department, 341 Court Street, Blount County Courthouse, Maryville, Tennessee 37804-5906.

BID DEPOSITS

Bid deposit not required

Bid deposit required – note the following:

The bidder will furnish a bid deposit in the form of a bond, certified check, company or personal check, cash or bank draft in the amount of **\$10,000.00** made payable to the Blount County Trustee, for the measure of the liquidated damages which the County will sustain and the proceeds thereof will become property of the County if for any reason the bidder:

EXHIBIT A

(A) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the County, whether or not the bidder at the time of such withdrawal has been designated as a successful bidder or

(B) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the County within 10 days a Performance Bond, if required; and the written agreement, formally evidencing the times of the Invitation to bids and his bid as submitted.

The bidder further agrees that the County will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. The bidder does further agree the amount of the bid deposits set down herein before to be firm for the above named period. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the County as liquidated damages for one of the reasons stipulated.

PERFORMANCE BONDS

Performance Bond not required

Performance Bond required – note the following:

The successful bidder will furnish a Performance Bond made payable to Blount County Trustee in the form of a bond, certified check, cash or bank draft of equal amount to the annual contract total. This bond, in part or all, is to be forfeited to the County in the event that the terms of the Contract are not met in total by the successful bidder.

COMPLIANCE WITH LAWS

The bidder shall comply with all laws relating to sale of and purchases by County Governments insofar as they pertain to the purchase made under this contract.

QUALIFICATIONS OF BIDDERS

The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

MATERIAL AVAILABILITY

Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County liaison immediately if material specified is discontinued, replaced, or not available for an extended period of time.

DELIVERY

Indicate delivery in calendar days after receipt of order N/A. This delivery is firm and must be met. Invitation for extensions will not be considered except as noted under Clause 9 under Terms and Conditions of Purchase. Performance bonds, when required, will be assessed for late delivery.

Delivery will be f.o.b. destination; this will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. Delivery f.o.b. destination will be to the following location: (See F.O.B. Point – Page 1).

FEDERAL TAX AND STATE SALES TAX

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon request of the contractor.

GUARANTEE

The bidder guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee will control.

PLEASE NOTE

Blount County does not accept bids by facsimile or any electronic transmission.

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

A. The "County" is Blount County, Tennessee, and includes its designated representatives.

B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

C. The "Specifications" include instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

E. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

F. The NIGP *Dictionary of Purchasing Terms*, Second Edition, 1974, published by the National Institute of Government Purchasing, will govern on questions as to any other definition in this contract.

2. CONTRACT TERMS

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the County of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

3. TRANSPORTATION CHARGES

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

4. PACKAGING

The County will not be liable for any charges for drayage, packaging, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

5. INSPECTION AND ACCEPTANCE

No material received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges. Such right to return offered to the County arising from the County's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

6. WARRANTY

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said material or goods or by payments for them.

7. PATENTS

The seller guarantees that the article described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

8. QUANTITIES

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

9. ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

10. INVOICES

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

11. BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

12. COMPLIANCE WITH APPLICABLE LAWS

The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipally or any other governmental authority or agency in the manufacture or sale of the items covered by this order.

EXHIBIT B

13. TIME OF DELIVERY

To insure adequate service level to the people, Blount County requires that all material ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

14. NOTICE AND SERVICE THEREOF

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted, by certified or regular mail, to said contractor or his authorized representative on the work.

15. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

16. TERMINATION OF CONTRACT

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgment and discretion of the Purchasing Agent. In the event of such termination the contractor shall be liable for any excess cost incurred by the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the contractor will be liable for excess cost occasioned thereby.

17. RESPONSIBILITY FOR SUPPLIES

The contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the contractor shall bear all risk for rejected supplies after notice of rejection.

18. CONTRACT MODIFICATION

The contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

19. INDEMNIFICATION AND INSURANCE

If any such work covered by this contract is to be done on the County's premises, contractor agrees to carry liability and Worker's Compensation, satisfactory to the County, and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the contractor, his employees or agents. Upon invitation the contractor will furnish written evidence of such insurance coverage.

20. PUBLIC NOTICE – TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resources Director of Blount County.

EXHIBIT C

SPECIFICATIONS FOR AMBULANCE CONTRACT

JULY 1, 2010 - JUNE 30, 2015

1.0 SCOPE

1.1 It is the intent of Blount County to contract for a five (5) year period (1) to make emergency and non-emergency ambulance services available in Blount County, Tennessee, (2) to provide emergency and non-emergency ambulance services to indigent citizens of Blount County, Tennessee, and jail inmates, (3) to provide emergency and non-emergency ambulance services to Blount County government employees and their dependents, and (4) to provide emergency and non-emergency ambulance service to Blount County School System students. This contract in no way prohibits any other provider of ambulance services from contracting with or providing services to a third party.

2.0 SERVICES TO BE PERFORMED

2.1 The contractor shall (1) make emergency and non-emergency ambulance services available in Blount County, Tennessee, (2) provide emergency and non-emergency ambulance services to indigent citizens of Blount County, Tennessee, and jail inmates, (3) provide emergency and non-emergency ambulance services to Blount County government employees and their dependents at a reduced rate, and (4) provide emergency and non-emergency ambulance services to Blount County School system students under the terms herein provided. The consideration herein quoted shall constitute compensation for both making ambulance services available in Blount County and providing ambulance services to indigent citizens, jail inmates, Blount County government employees and their dependents and Blount County School System students. The contractor shall be permitted to charge all persons who have the ability to pay for ambulance services provided to them.

2.2 The contractor shall provide transport of all Blount County government employees injured on the job at no charge. The contractor shall provide transport of Blount County government employees and their dependents at 50% discount (employees and their dependents will be based on authorized list provided by Blount County). The contractor shall be permitted to bill student's parents at the normal billing rate and assume responsibility for the remainder of payment after the insurance covering the student has made their final payment. If it is determined that there is no insurance coverage for the student, then the ambulance contractor shall be responsible for the full amount of the bill.

2.3 All emergency calls referred to the contractor by the Blount County Communications Center shall be answered. All emergency and non-emergency calls from indigents requiring ambulance transportation shall be answered by the contractor.

2.4 At least three (3) emergency ambulances with crews as defined herein shall be available for use in Blount County at all times. Four (4) additional ambulances shall be provided with crews to ensure that ambulances are available, and response times are minimized, during traditional heavy ambulance traffic periods. Two (2) back-up ambulances shall be available for "front-line" duty when one of the vehicles listed above is being maintained, or otherwise unavailable for service.

2.5 Blount County, Tennessee shall be provided a minimum of 800 unit hours per week coverage with ambulances and crews. Blount County has the right to renegotiate the number of unit hours based on population growth.

3.0 REQUIREMENTS

3.1 The contractor shall meet all State of Tennessee and Federal Standards for the transportation of injured or infirmed persons. Class A Ambulance Service as defined by the State of Tennessee Department of Health and Environment, Division of Emergency Medical Services shall be provided by the contractor on emergency calls. Class A Ambulance Service as defined by the State of Tennessee Department of Health and Environment, Division of Emergency Medical Services shall be provided by the contractor on

all non-emergency calls. It is recommended that the contractor be accredited by the Commission on Accreditation of Ambulance Services. Any company not in compliance should be accredited within one (1) year of contract date.

4.0 EQUIPMENT

4.1 The contractor shall furnish all equipment and personnel necessary to comply with the terms of this contract and to meet all State of Tennessee and Federal Standards.

4.2 The contractor is solely responsible for the maintenance of the vehicles utilized to fulfill the requirements of this contract. The contractor shall establish a preventive maintenance program for each ambulance vehicle and provide such maintenance on a regularly scheduled and/or as needed basis. This shall include all repair, maintenance, parts replacements, labor and other actions necessary to keep the ambulances in safe and efficient operating conditions.

4.3 The contractor shall provide a total of seven (7) fully equipped modular/mini-medical type advanced life support ambulances. Each ambulance shall meet all State and Federal regulations. Each ambulance shall be equipped with all items listed on the Daily Ambulance Inventory (NOTE: ATTACHMENT A) as updated and approved by the Purchasing Agent and the Medical Director. Missing non-disposal equipment must be replaced. Necessary non-disposal equipment must be replaced immediately following the use or before the unit returns to available status.

4.4 All ambulances used by the contractor shall meet or exceed the Tennessee Department of Health and Environment Emergency Medical Service standards. All ambulances used by the contractor shall be owned by the contractor or under a lease or lease-purchase agreement such that they are in the contractor's control and available for use at all times. The contractor should provide one (1) new ambulance each contract year.

4.5 Each ambulance, except back-up ambulances, must be removed from service 48 months for gasoline-powered vehicles, and 60 months for diesel-powered vehicles, from the date it was first placed in service as an ambulance whether under this contract or otherwise. The first back-up ambulance shall be removed from service 72 months from the date it was placed in service as an ambulance whether under this contract or otherwise. The second back-up ambulance shall be removed from service 84 months from the date it was placed in service as an ambulance whether under this contract or otherwise. The contractor shall inform the Purchasing Agent whenever an ambulance is put in service. Maintenance records must be retained and available for review upon request.

4.6 The contractor will provide a 4-wheel drive, non-ambulance vehicle for use in inclement weather and for back-country use to provide services as needed. This vehicle, if it is diesel powered, will be removed from service 60 months from the date vehicle is first placed in service or 150,000 miles which ever comes first. If the vehicle is a gasoline powered vehicle, it will be removed from service 48 months from the date vehicle is first placed in service or 100,000 miles which ever comes first. This vehicle must be a full size, minimum of 119 inch wheel base, enclosed vehicle that is capable of transporting a patient flat on a spine board.

5.0 COMMUNICATIONS AND DISPATCH

5.1 The contractor shall provide all dispatching and telephone services for the ambulance service. Such dispatching services shall be provided from a location within the geographical boundaries of Blount County. Additionally, the contractor shall provide an office in Blount County with regular hours for public inquiry for billing purposes.

5.2 The dispatch center shall have the ability to receive E-911 calls from the Blount County Regional Dispatch Center in a timely fashion.

5.3 Additionally, the dispatch center shall have the capability to record all radio and telephone traffic coming into and going out of the dispatch center.

5.4 The contractor shall train all dispatch center staff as an Emergency Medical Dispatchers from a course approved by the Division of Emergency Medical Services. The contractor shall have on staff one instructor in Emergency Medical Dispatch.

5.5 Each vehicle used in this contract must have a dual head VHF radio approved by the Department of Public Health. Each vehicle shall also have a UHF radio capable of transmitting and receiving on Med 4 and Med 10. Portable radios will not suffice for this purpose.

5.6 In addition to the above requirements, two (2) portable radios will be on each ambulance for the crew's quick response.

6.0 PERSONNEL

6.1 On emergency runs, each ambulance crew shall consist of a minimum of one State Certified Paramedic and one State Certified Emergency Medical Technician (EMT). On convalescent runs, each ambulance crew shall consist of a minimum of two State Certified Emergency Medical Technicians (EMT's). All EMT's and Paramedics used by the contractor must be certified by the Tennessee Department of Health and Environment. The contractor shall hire, train, and supervise all medical attendants in accordance with the laws of the State of Tennessee concerning ambulance services. All personnel shall be physically able to perform the duties assigned.

6.2 Full-time personnel could be compensated, at a minimum as follows:

6.2.1 Starting EMT salary: \$16,000

6.2.2 Starting Paramedic salary: \$21,000

6.3 In addition to mandatory (statutory) benefits, full-time personnel could be granted at a minimum, the following benefits:

6.3.1 Paid by employer (contractor):

6.3.1.1 0-5 Years of employment 3 weeks personal leave per year

6.3.1.2 6-10 Years of employment 4 weeks personal leave per year

6.3.1.3 11-15 Years of employment 5 weeks personal leave per year

6.3.1.4 16 Years of employment 6 weeks personal leave per year

6.3.1.5 Retirement savings plan (pension, 401k, etc.)

6.3.2 Paid by employer with employee co-pay

6.3.2.1 Health insurance available for the employee, with optional coverage for dependents

6.3.2.2 Dental insurance available for the employee, with optional coverage for dependents

6.3.2.3 Employee Assistance Program (Psychological Counseling for employee and dependents)

6.3.2.4 Short Term Disability

6.3.2.5 Supplemental Long Term Disability

6.3.3 Granted, but not necessarily paid:

6.3.3.1 Military leave

6.3.3.2 Jury duty leave

6.3.3.3 Bereavement leave

6.4 In-house training and continuing education shall be provided by the contractor for all employees as per the minimum requirements set forth by the State of Tennessee Department of Health and Environment, Division of Emergency Medical Services. In addition to training, the contractor shall establish a quality assurance program to ensure compliance with all State and local medical protocols.

6.5 The contractor shall provide a medical director who shall be an emergency room physician practicing at Blount Memorial Hospital. A registered nurse shall conduct monthly chart reviews and ride along with medical staff. All results will be reported to the medical director monthly.

7.0 BILLING PRACTICES

7.1 The contractor shall be responsible for all accounting associated with the ambulance services provided. All billing and collection practices shall comply with all Federal, State and local laws.

7.2 The contractor shall also make available to all Blount County residents an alternative fee for service program such as an ambulance subscription program. This exact cost is to be specified in the proposal. This rate may be adjusted with written approval of the Purchasing Agent, Agenda Committee and the Blount County Legislative Body.

8.0 INSURANCE

8.1 The contractor shall provide insurance in the following amounts:

- 8.1.1 Automobile liability in the amount of \$2,000,000 for each additional accident for bodily injury and property damage.
- 8.1.2 General liability of \$2,000,000 for each occurrence of bodily injury and property damage.
- 8.1.3 Professional liability in the amount of \$2,000,000 for each claim.
- 8.1.4 Worker's compensation insurance in the statutory limits.

8.2 It is also requested that a \$3,000,000 Blanket Excess Umbrella policy be provided.

8.3 A certificate of insurance and a copy of the policy shall be given to the Purchasing Agent before the contract is signed. Blount County Government shall be named as additional insured or loss payee as respects Property Damage insurance on other than Workers Compensation for activity related to the performance of this contract. Thirty (30) day cancellation, non-renewal, material change or coverage reduction notice required. The words ~~endeavor to~~ are to be eliminated from the Notice of Cancellation on the standard ACCORD certificate. Insurers A.M. Best Rating Guide shall be AIX or better.

9.0 INDEMNIFICATION

9.1 The contractor agrees to indemnify, defend and save harmless the County, its officials, agents, and employees from any and all claims by third parties for personal injuries, property damage, and professional responsibility arising out of the operation of the ambulance service under this contract and shall carry liability insurance as required by all State and Federal laws and regulations and shall furnish a copy of all insurance policies so required to the County Mayor, which policies shall contain an endorsement requiring notice to the County Mayor at least thirty (30) days before the cancellation of such insurance.

10.0 BACKGROUND CHECK COMPLIANCE

10.1 Any employee of the successful vendor or subcontractor must submit to a criminal history records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413, as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The successful bidder must return the attached compliance form to Blount County prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained on the Blount County website at <http://www.blounttn.org/Background%20Checks.pdf>.

11.0 CONSIDERATION TO BE PAID TO CONTRACTOR

11.1 The bidder shall state an annual fee for providing the above mentioned ambulance service. Said fee shall be paid in twelve (12) equal monthly installments by the County.

11.2 This contract shall not prohibit the ambulance service from billing for services and third party payers who are able to pay for said services. The contractor's company will handle its own billing and collections.

12.0 RIGHT TO AUDIT

12.1 The County shall have the right at any time to inspect the records and books and all tax returns and other necessary records and documents of the contractor to ascertain the correct financial status of the ambulance service and to determine if the amount paid hereby is commensurate with the services rendered. The County shall also have the right to inspect any records, documents, books, and tax returns of the bidder prior to the award of the bid to determine the financial condition of the bidder.

13.0 COMPLIANCE

13.1 The contractor shall provide Class A service as defined by the Tennessee Department of Health and Environment Emergency Medical Services standards. This agreement will be monitored by members of the Agenda Committee of the Blount County Commission and the Purchasing Agent. In the event the contractor fails to meet the requirements of the contract, the Blount County Agenda Committee can recommend cancellation of the contract or impositions of sanctions. (NOTE: ATTACHMENT B) Such sanction shall be limited to the amount paid by Blount County to the contractor under this contract.

13.2 Upon recommendation of a sanction by the Agenda Committee, the contractor shall be notified of the recommendation and the reasons therefore. The contractor shall, on the next business day after receipt of notice, notify the Purchasing Agent of its decision to accept the recommendation or its desire for a hearing. In the event a hearing is requested, it shall be granted by the Blount County Commission at its next regular or special meeting occurring ten or more days following receipt of the request from the contractor.

13.3 Following the County Commission hearing and finding of violation of the contract, the Commission shall determine whether to adopt the recommendation of the Agenda Committee or impose other sanctions. If a sanction is imposed, it shall be deducted from the next monthly payment due the contractor.

13.4 The members of the Blount County Commission or the Commission's representatives may inspect the contractor's ambulances at any time during the contract period to determine compliance with the staffing and equipment requirements of this contract.

14.0 TERMINATION OF CONTRACT

14.1 The County reserves the right to terminate the contract any time if the provisions of the contract are violated by the contractor.

15.0 PERFORMANCE BOND

15.1 The contractor shall be required to furnish a Performance Bond made payable to the Blount County Trustee in the form of a bond, certified check, cash or bank draft in an amount equal to the annual bid price. This bond, in part or all, is to be forfeited to the County in the event that the terms of the contract are not met in total by the contractor. The price of the bond shall be set out on the Pricing Page. The Performance Bond shall be 100% of the annual contract price and shall be required at the time of the execution of the contract.

16.0 AVAILABILITY OF FUNDS

16.1 Funds for this contract will not be available until approved by the Legislative Body of Blount County. The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of money shall arise unless and until funds are made available to the County Mayor for this contract.

17.0 BID PROCEDURES

17.1 Interested bidders shall show the amount of the fixed annual payment with the Communications and Dispatch service and the Performance Bond included for a total price on the Pricing Page.

17.2 A \$10,000 Bid Bond is required when submitting the bid.

17.3 Blount County requests one (1) original and three (3) copies of the proposal submitted by your company for ease of evaluation by the Purchasing Agent and Agenda Committee members. Blount County accepts no responsibility for expenses incurred in the proposal preparation and presentation.

17.4 Bidders are cautioned to recheck their bid for possible error. Errors discovered after the public bid opening cannot be corrected and the bidder will be required to honor their bid pricing throughout the term of the contract.

17.5 All information requested in the bid documents shall be provided. Please read and comply with each section of the bid.. If your company cannot comply with any section you must state that you do not comply and offer an explanation. Failure to complete in full and appropriately sign your proposal can result in a non-responsive bid.

17.6 Any explanation desired by a bidder regarding the meaning or interpretation of the specifications, must be requested in writing and emailed to Teresa Johnson at tjohnson@blounttn.org or faxed to 865-273-5746 by April 27, 2010. This will allow sufficient time for a reply to reach each bidder before submission of their bids.

17.7 Proposal will be evaluated on the following criteria: Price, contractor's capability to meet specifications, services and requirements, financial stability of company, contractor's experience and references. (NOTE: ATTACHMENT C)

18.0 COMMUNITY RELATIONS PROGRAMS

18.1 The current contractor provides dispatch by radio, free of charge, for the Blount County Rescue Squad. Will you continue this service?

18.2 The current contractor answers the telephone for a toll free 800 number for the *Secret Safe Place for Newborns of Tennessee* at no charge. Will you continue this service?

18.3 The current contractor provides a standby ambulance at high school football games in the County. Will you continue this service?

18.4 The current contractor deploys, at the direction of the Director of EMA of Blount County, the disaster trailer that is owned, equipped and maintained by Blount County Emergency Management/Homeland Security Department. Will you continue this service?

18.5 The current contractor provides standby ambulance service to various festivals and events in Blount County. Will you continue this service?

PRICING PAGE

Having read, and understood the specifications and requirements, the undersigned proposes (1) to make emergency and non-emergency ambulance services available in Blount County, TN (2) to provide emergency and non-emergency ambulance services to indigent citizens of Blount County and jail inmates, (3) to provide emergency and non-emergency ambulance services to Blount County government employees and their dependents at a reduced rate, and (4) to provide emergency and non-emergency ambulance services for Blount County School system students, for the following consideration:

	Annual Fee	Performance Bond	Total Costs
1. Year 1	\$ _____	\$ _____	\$ _____
2. Year 2	\$ _____	\$ _____	\$ _____
3. Year 3	\$ _____	\$ _____	\$ _____
4. Year 4	\$ _____	\$ _____	\$ _____
5. Year 5	\$ _____	\$ _____	\$ _____
6. Total Amount Bid for Five (5) Year Ambulance Service Contract (includes annual fee and performance bond costs)			\$ _____
7. Ambulance Subscription Service Cost			\$ _____

The signature below verifies that the bidder has read, understands and agrees to the specifications contained in the bid documents and is authorized to bind the company by the submittal of the bid. He/She understands and agrees to provide all necessary equipment, communication and dispatch, personnel, labor, supervision, training, etc. to comply with the bid requirements for Blount County Ambulance Service.

Name of Company

Authorized Signature

Printed Name Above Title Date

ATTACHMENT A
Daily Ambulance Inventory
Page 2 of 2

LRG. TOP CABINET

- SEALED**
Shelf 1
3 Pedi C-Collars
3 Small Philly Collars
3 Medium Philly Collars
3 Large Philly Collars
4 CID's
4 Sterile Water/500cc ea.
4 Sterile NaCl/500cc ea.
Shelf 2
6 Trauma Pads
4 Burn Sheets
2 Road Blankets
1 O.B. Kit w/
Meconium Asp.
2 Rec.Blanket & Cap
2 Mylar Blankets
2 Arm Boards
4 Convenience Bags
25 Sterile 4x4
10 5x9 pads
6 3" Kling
6 4" Kling
2 3" Ace Bandages
1 6" Ace Bandage
4 Tongue Blades
4 Cold Packs
4 Hot Packs
4 Eye Pads
4 Vasoline Gauze
6 Triangular Bandages
1 Box adult bandaids
2 ea. 1/2", 1", 2" Tape
Ring Cutter
Hemostats

LRG. BOTTOM CAB.

- SEALED**
Shelf 1
3 Trauma Tubing
6 Gemini Sets
4 60 gts Sets
2 ExacDrop
2 Portacath Needles, 2
teg. w/2 pr M/L
sterile gloves
4 Goggles
4 Face Shields
2 Disp. Gown/Mask
Mark 1 Kits (sealed)
1 Tetracaine 0.5% 2ml

- 2 Morgan Lens
1 Pedi Tylenol/Dropper
2 Disposable Cups
2 Ipecac
1 Charcoal
1 Peroxide
1 Bio-Shield Spray
1 Pack Pacer Pads
4 Adult Electrodes
4 Pedi Electrodes
1 Defib Jelly
2 Defib Pads
Spare Pacer Lds.
Spare Monitor Lds.
2 Btl Nacl Inj
1 30cc or 35cc Syr.
2 "C" Batteries
2 Dopamine
2 Lidocaine 2gm Pre-mix
8 Epi 1:10,000
2 Atropine
2 Lidocaine 100mg
3 Adenocard 6mg
2 Pedi Bicarb
3 D5W
4 Lasix
2 Adult Sodium Bicarb

SMALL BOTTOM CAB.

- SEALED**
5 LR 1000ml
3 0.9% NaCl 500 ml
2 D5W 500 ml
2 D5W 250 ml
1 D5W/0.45% NaCl

PEDIATRIC CABINET

- SEALED**
1 Pedi BVM w/
Tube tamer
BVM Masks
(inf., toddler, child)
Oral Airway 4 sizes
Nasal Airway 4 sizes
2 Lube Jelly
Laryngoscope Handle
Miller blades #0-2
Mac blades #1-2
Pedi McGill
1 Meconium Aspirator
1 10cc Syringe
ET tubes 2.5-6.0

- (2 even, 1 odd)
1 DeLee Trap
2 Solutena
****all together****
*15 ga. IO
*18 ga. IO
*2 3" Kling
*1 1" Taps
*10cc Syringe
*2 Alcohol Preps
*2 Betadine Preps
2 22 ga. IV
2 24 ga. IV
1 21ga. Butterfly
1 23ga. Butterfly
1 25ga. Butterfly
2 Toumiquets
2 Alcohol Preps
2 Venipuncts
8 Epi 1:10,000
1 1" tape
2 ea. 6, 8, 10 Fr. Cath
4 Pedi NRB
4 Infant Med. Con.
Masks
2 Pedi Ambboards
1 Box Pedi Band-aids
Broslow Tape

SHIFT CABINET

- 3 NaCl 0.9%
2 LR 1000cc
3 Gemini Sets
1 Trauma Tubing
3 Adult EKG
EKG Battery
EKG Roll
2 Nasal Cannulas
2 Non-Rebreathers
2 Convenience
2 Nebulizers
1 Trauma Shears
Medisense Turb Strips

BENCH CABINETS

- 6 9' straps
6 Speed Clips
6 Cloth Sheeta
6 Clean Towels

CAPTAIN'S

- CHAIR SEALED**
2 Buc Buses
Spray Bottle
Box Trash Bags
1 roll Paper Towels
1 Roll Toilet Paper
1 Bed Pan
1 Urinal
TB Masks (S-M-L) 2 ea.
1 Humidifier
1 Zuccon Canister

ADULT AIRWAY

- CABINET SEALED**
1 Adult BVM w/tube
tamer
Oral Airway 7 sizes
Nasal Airway 34-32 fr.
6 Lube Jelly w/soave
1 Combitube
1 Laryngoscope, Blade
7.0 & 8.0, 10cc Syr.
#3 & #4 Miller Blades
#3 & #4 Mac Blades
2 Tube Holders
10 Tubes 6.5-6.0
(2 ea. even/ 1 ea. odd)
2 # 14 fr. Cath.
2 # 18 fr. Cath
2 Suction Tubing
2 Tonal Tips
1 Toumey Syr.
1 10 Salem Sump
1 12 Salem Sump
1 14 Salem Sump
1 16 Salem Sump
1 18 Salem Sump
2 Nasal Cannulas
4 Adult NRB
1 Venturi Mask
4 Supply Tubing
1 Trachea Mask

SUCTION

- Main Suction Clean
w/Tonall Tip, Tubing
Suction Unit Test
Suction Unit Water

ORGANIZER SEALED

- 1 Tube Stick
Penlight
Hypothermia Therm.
Oral Therm
1 Electro Therm
6 Covers for Therm
2 Prep Razors
20 Alcohol Preps
10 Betadine Preps
10 Nail Polish Remover
20 Non-Sterile 4x4
20 Veni-Guards
6 Toumiquets
2 Decompression
Needles
4 Benzoin Sticks
6 Amn. Inhalants
2 Gemini Adapters
4 Antibiotic Ointments
4 Lube Jelly
4 Med Aid Labels
4 Q2 "C" rings
Safety Pins
Rubber Bands
Q2 Wrench/Nipple
Stamps Cont. Key
2 Mag Sulfate 5gr
1 Racecard EXT
10 Epi 1:1000 long
2 Amphotriline
3 Amoxiclavine 120mg
2 Vasopressin
2 Lanoxin
2 Tidamide
1 Beaudryl
2 Narcan
Baby ASA
NFG Bottle
2 Albuterol
2 Cefazolin
2 1, 3, 10cc Syringes
4 14 ga IV
4 16ga IV
4 18ga IV
4 20ga IV
2 22 ga IV
2 24ga IV
4 18ga IM
4 21ga IM
4 25ga IM
1-25ga Butterfly

1-25 ga Butterfly

- 1-25 ga Butterfly
KJansx

BENCH SEAT

- ** 1/2 Size Bag:**
2 14 ga IV
2 16ga IV
2 18 ga IV
2 20ga IV
1 18 ga IM
1 Jcc Syr.
1 3cc Syr.
1 10cc Syr.
4 Veni Guards
4 Toumiquets
4 Alcohol Preps
2 Betadine Prep
2 Gemini Adapters
10 Non-Sterile 4x4
1 1/2", 1" tape
3 Band-aids
**** End IV Bag**
1 Stethoscope
1 BP Cuff
**** Under Bench**
Adult Mast Pants
Pedi Mast Pants
Kare Traction
Pedi Hare Traction
1 Body Bag
1 Set Restraints
6 Air Splints / ywdr
Pedi-Mane Restraint
5 Winter Blankets
3 LEB
Scoop Stretcher
Spac cut strips
Spac Pillow

Radio/Keys/Pager

- Radio A
Radio B
Med Radio
Message Writer
PBA Keys
EAT Keys

NARC CABINET

- Standing Orders Book
Puel Card
NARCOTICS - Shift Start
Set
2 Morphine
2 Demerol
2 Valium
2 Phenergan
1 Rectal Valium 5mg
1 Rectal Valium 2.5mg
Witness: _____
Time: _____

NARCOTICS - Supervisor

- Witness: _____
Time: _____

NARCOTICS - Shift End

- Set
2 Morphine
2 Demerol
2 Valium
2 Phenergan
1 Rectal Valium 5mg
1 Rectal Valium 2.5mg
Witness: _____
Time: _____

January 12, 2005

ATTACHMENT B
SANCTIONS

SANCTION LEVEL I:

CAUSE:

(a) This sanction may result from a finding that the cumulative out-of-service time of the ambulances required by this contract totals seventy-two (72) hours during any period of 30 consecutive days. Out-of-service status may result from mechanical or maintenance problems of the vehicles, lack of required personnel, lack of equipment or supplies, lack of communications equipment or capacity, or use of required vehicles for out-of-county missions or other missions not approved by the Blount County Agenda Committee.

(b) This sanction may result from the finding that the contractor has falsified records or other information supplied to Blount County.

(c) This sanction may result from the finding that the contractor has failed to maintain a Class A ambulance service rating with the State of Tennessee.

ACTION:

This sanction may result in the loss of any amount of money up to a full monthly payment due the ambulance contractor from Blount County.

Imposition of Level I sanction shall make this contract subject to re-bid for services beginning on the first day of the next fiscal year, or a date within the next six months as determined by the Blount County Board of Commissioners during the sanction process.

SANCTION LEVEL II:

CAUSE:

(a) This sanction may result from a finding that the cumulative out-of-service time of the ambulances required by this contract totals forty-eight (48) hours during any period of 30 consecutive days. Out of service status may result from mechanical or maintenance problems of the vehicles, lack of required personnel, lack of equipment or supplies, lack of communications equipment or capacity, or use of required vehicles for out-of-county missions or other missions not approved by the Blount County Agenda Committee.

(b) This sanction may result from the finding that in any period of thirty (30) consecutive days the mean elapsed time between the time all ambulance crews of the contractor receive an emergency call and the time they have their respective vehicles underway exceeds two minutes.

(c) This sanction may result from the finding that suspected indigents are referred to other ambulance providers for any reasons other than nearest available emergency treatment when ambulances of the contractor are available ("Suspected indigent" means a person requesting ambulance service who by reason of appearance, speech, address or other factors indicates that he or she may be unable to pay for such service.)

(d) This sanction may result if there are two (2) or more violations of the same rule on which a Level III sanction has been previously imposed.

ACTION:

This sanction may result in the loss of up to \$1,000.00 of the monthly payment due the ambulance contractor from Blount County.

SANCTION LEVEL III:

CAUSE:

(a) This sanction may result from a finding that the cumulative out-of-service time of the ambulances required by this contract totals twenty-four (24) hours during any period of 30 consecutive days. Out of service status may result from mechanical or maintenance problems of the vehicles, lack of required personnel, lack of equipment or supplies, lack of communications equipment or capacity, or use of required vehicles for out-of-county missions or other missions not approved by the Blount County Agenda Committee.

ATTACHMENT B
SANCTIONS (CONTINUED)

(b) This sanction may result from the finding that in any period of thirty (30) consecutive days the mean elapsed time between the time all ambulance crews of the contractor receive a non-emergency call and the time they have their respective vehicles underway exceeds five minutes.

(c) This sanction may result from the finding that the contractor has failed to meet State requirements for vehicles, equipment, personnel, communications, records or other criteria of a Class A ambulance service.

(d) This sanction may result from the finding that the contractor has failed to keep appropriate records.

(e) This sanction may result from the finding that the contractor has failed to meet the standards of the Blount County Commission.

(f) This sanction may result from other minor failures to meet the standards of this contract by the contractor ("Minor failures" will generally involve situations of contract violation not described elsewhere in the sanctions section of the contract and not jeopardizing the ability of the contractor to provide life-support services).

ACTION:

This sanction may result in the loss of up to \$500.00 of the monthly payment due the ambulance contractor from Blount County.

ATTACHMENT C
CONTRACTOR-S INFORMATION

Name of Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Bidders Department of Health, Division of Emergency Medical Services Ambulance Service
License Number _____ (Attach copy)

Bidders Blount County Business License Number _____

Years in Business: _____ Number of Employees: _____

Nature of Business: _____

Location of Headquarters: _____

Location of Communication Dispatch: _____

Number, Make and Model Year of vehicles proposed to service Blount County:

1) _____ 2) _____

3) _____ 4) _____

5) _____ 6) _____

7) _____ 8) _____

REFERENCES: List three (3) references for which your company has provided ambulance service in the past 5 years. This shall include agency name, phone number, and contact person for each. The dates of service and amounts are to be included.

1) _____

2) _____

3) _____

Title VI

For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: _____

Address: _____

Phone Number: (____) _____ Fax Number: (____) _____

 Authorized Signature Date

Business Ownership (Check One or More)	Ownership Ethnicity (Check Only One)
<input type="checkbox"/> D Disabled (Minority Owned)	<input type="checkbox"/> A Asian <input type="checkbox"/> B African American <input type="checkbox"/> H Hispanic <input type="checkbox"/> I Native American Indian <input type="checkbox"/> C Caucasian <input type="checkbox"/> O Other: _____
<input type="checkbox"/> G Government Owned	
<input type="checkbox"/> E Race/Ethnic Background (Minority Owned)	
<input type="checkbox"/> N Non-Minority Owned	
<input type="checkbox"/> F Female (Minority Owned)	
<input type="checkbox"/> P Non-Profit Organization	

Bid Deadline: _____

Bid/ RFP Title: _____

Bid/ RFP No. (if applicable): _____

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.



BLOUNT COUNTY PURCHASING

Blount County Courthouse, 385 Court Street, Maryville, Tn 37804-5906
865-273-5740 Fax 865-273-5746

May 04, 2010

To: All Prospective Bidders

Ambulance Service for Blount County, TN
Bid No. 2009-2066, Addendum No. 1
Bid Submittal Deadline: May 11, 2010, 1:30 p.m.

RE: Addressing Questions

This addendum is issued to address the attached questions submitted on the above-mentioned Invitation to Bid.

Bidders shall submit a copy of this addendum with their proposal. If you should have any questions, give me a call at 865-273-5740 or email tjohnson@blounttn.org.

Respectfully,

A handwritten signature in cursive script that reads "Teresa Johnson".

Teresa Johnson
Purchasing Agent
Blount County Government

Questions submitted for Bid No. 2009-2066, Ambulance Service for Blount County, TN.

1. Current amount of annual subsidy paid to the current provider in the performance of the contract.

\$60,000 in current annual budget.

2. What is the current deployment plan for the provider (i.e. how many trucks are scheduled everyday and what times are they scheduled?)

At least three (3) emergency ambulances with crews as defined in the bid documents shall be available for use in Blount County at all times. Four additional ambulances shall be provided with crews during traditional heavy ambulance traffic periods.

The contractor shall provide a total of seven (7) fully equipped modular/mini-medical type advanced life support ambulances.

The contractor will provide a 4-wheel drive, non-ambulance vehicle for use in inclement weather and for back-country use to provide services as needed.

Blount County shall be provided a minimum of 800 unit hours per week coverage with ambulances and crews.

3. Are there salary requirements for dispatch staff? No.
4. Knowing that the current provider provides dispatch; would the County be interested in taking back the dispatch functions? No.
5. Will each RFP Bidder have the opportunity to present the RFP in presentation format to County Commission before award? If requested by Blount County.
6. What is the proposed start date for the successful bidder? July 01, 2010, 12:00 a.m.
7. Is this contract for exclusive 9-1-1 emergency and non-emergency services?

E911 is a separate entity from Blount County with a separate governing board. Blount County does not control whom E911 contacts for ambulance service.

8. CAAS accreditation is normally a 12-18 month process. Given the normal time period, can the CAAS requirement in the RFP be contractually negotiated?

Accreditation must be within one year.

9. Can the County provide us with a copy of the current contract with the current provider? Yes; request by email to Teresa Johnson, tjohnson@blounttn.org.
10. What are to defined response time objectives/measures for emergency responses in the County? None given. Are they measured in average or fractile metrics?
11. Ambulance Subscription Service - What are the current subscription rates? \$59.00
How many members subscribed in 2009 and 2010 YTD?

This information is not supplied by the current provider.

Community Relations Programs -

12. Section 18.2 – Answering calls for the *Secret Safe Place for Newborns of Tennessee* - How many calls does the current contractor answer on a day-to-day basis?

No records are kept on these calls.

13. Section 18.3 – Standby ambulance at high school football games in the County - Does the current contractor charge for standby's? No If so, what is the rate?
Also, what is the estimated quantity? This would be approximately 76 games annually including scrimmages, JV games, tournament games, etc.

14. Section 18.5 – Standby ambulance service to various festivals and events in Blount County – On average, how many festivals and special events take place in Blount County each year? These events can number in the hundreds.
Does the current provider charge for these services? No If so, what is the rate?

For questions 15 – 20 below, our current provider does not supply these statistics; however, the specifications on hours, equipment and personnel given in the invitation are sufficient for providing bid pricing.

15. Can the County provide us with a breakdown of the # of responses and the # of transports for each of the 4 categories?

Emergency and Non-Emergency ambulance services –

- 1) Make available in Blount County, TN
- 2) Provide for indigent citizens of Blount County and jail inmates
- 3) Provide for Blount County Government employees at a reduced rate
- 4) Provide for Blount County School System students under terms provided in bid documents

16. 2007, 2008, and 2009 – 911 and Non-Emergency Ambulance Transport Data

- Total number of responses
- Total number of transports
- Response Demand by Time of Day, Day of Week, and Month of Year
- % breakdown of ALS/BLS
- % breakdown of Emergency/Non-Emergency

17. Emergency traffic yearly average status numbers and non-emergency traffic yearly average status numbers?

18. NPC? No Patient Care numbers?

19. Overall payor mix of County broken down by payor %.

20. What has been the current provider's response times for the last 24 months?

Exhibit D –

Rural Metro Bid

RESOLUTION NO. 10-06-003

**SPONSORED BY COMMISSIONERS TONYA BURCHFIELD, GARY FARMER,
RON FRENCH, HOLDEN LAIL, AND MIKE LEWIS**

**A RESOLUTION FOR THE ADMINISTRATION OF BLOUNT COUNTY'S EMPLOYEE
SELF-INSURED MAJOR MEDICAL AND DENTAL PLANS**

WHEREAS, daily administration of the Blount County Government's employee self-insured major medical and dental plans is necessary; and

WHEREAS, the Blount County Human Resources/Insurance Committee desires to allow the daily administration of the Blount County Government's employee self insured medical and dental plans to be administered by the Blount County Director of Human Resources; and

WHEREAS, the Blount County Human Resources/Insurance Committee desires for the Human Resources Director to initiate all changes in plan design, choice of carrier, and funding, with the submission of those changes to the Human Resources/Insurance Committee for approval, and after approval by the committee, and when required, the changes forwarded to the Blount County Commission for final approval.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Blount County, Tennessee, assembled in regular session this 17th day of June, 2010, that the daily administration of the Blount County Government's employee self insured medical and dental plans will be administered by the Director of Human Resources; and

BE IT FURTHER RESOLVED that all changes in plan design, choice of carrier and funding will be initiated by the Human Resources Director and forwarded to the Human Resources/Insurance Committee for their approval, and once approved by the Human Resources/Insurance Committee, recommendations which require County Commission approval, will be forwarded to the County Commission for their final approval.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT; AND THAT ANY PRIOR RESOLUTION TO THE CONTRARY IS HEREBY DECLARED VOID.

CERTIFICATION OF ACTION

ATTEST

Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

Human Resources/Insurance Committee Meeting
Minutes
Tuesday May 25, 2010 – 5:00 P.M.
COUNTY COMMISSION ROOM

Committee Members Present:

Tonya Burchfield	Holden Lail	Jeff French
Gary Farmer	Ron French	Steve Jennings
Mike Lewis	Bill Dunlap	

Committee Members Absent:

James Berrong	Troy Logan	Penny Whaley
Jerry Cunningham		

Others Present:

Betsy Cunningham	Jodie King
------------------	------------

Minutes

- 1.) Approval of April 20, 2010 minutes. Motion made by Gary Farmer and approved Bill Dunlap and Jeff French.
- 2.) Betsy Cunningham discussed the re-insurance recommendation that was made by Trinity Benefits which reviewed 11 carriers. Recommendation is to go with QBE for our stop loss carrier. (No commission is paid to our Broker for stop loss).
- 3.) Gary Farmer discussed the 2005 Resolution with the committee members. A new resolution was approved by the committee. Gary Farmer made the motion for approval to be sent to County Commission for June 17th and approved by Bill Dunlap and Holden Lail. Gary Farmer will present the resolution to County Commission on June 17th.
- 4.) Next meeting will be July 20th.
- 5.) Adjourned 5:45 p.m.

received 5/26/2010

~~Working~~ working on a few speed breakers to slow some people down on Oliver Ave

NAME "Print"	names address
① RICHARD SANZO	838 OLIVER AVE
② Mary Carter	850 Oliver Av.
③ Bobe Maple	860 Oliver AV
④ James Allen	854 OLIVER RD
⑤ David Whight	574 Burnett Station Rd
⑥ Carl Wright	574 Burnett Station Rd
⑦ Warrathy Seape	837 Oliver Ave Seymour In.
⑧ Bertie Swann	842 Oliver Ave.
⑨ Patty Proctor	845 Oliver Ave, Seymour,
⑩ Pop Thompson	833 Olive Ave TN 37865
⑪ Augie Kapa	836 Oliver Ave
⑫ Sydney Howard	829 OLIVER Ave
⑬ Darrell B. King	821 Oliver Ave
⑭ Lynette Dain	817 Oliver Ave
⑮ Fred Lawson	811 OLIVER AVE
⑯ Glenn Dawson	814 Oliver Ave

APRIL 2010

ATTN: BILL DUNLAP, BLOUNT COUNTY HIGHWAY SUPERINTENDENT

Received
6-1/2010

We the residents of WESTMORELAND HEIGHTS SD, MARYVILLE TN, 37803, hereby petition to have traffic calming strips installed on Westmoreland Drive and a portion of W. Woodbine Drive.

705-6599

SIGNATURE	PRINTED NAME	ADDRESS
<i>Jerry L. Gunnels</i>	Jerry L Gunnels	201 Westmoreland Dr
<i>Roy J. Chapman</i>	Roy J CHAPMAN	212 Westmoreland Dr
<i>Sarah R. Murphy</i>	Sarah R. Murphy	509 W. Moreland Dr.
<i>Penny L. Kintaw</i>	Penny L. Kintaw	2903 W. Woodbine Ct.
<i>Kenneth C. Truin</i>	KENNETH TRUIN	216 West Moreland Dr
<i>Clayton & Mary Pyle</i>	CLAYTON & MARY PYLE	220 WESTMORELAND DR
<i>Dennis & Grace Burgess</i>	Dennis & Grace Burgess	228 Westmoreland Dr.
<i>Natalie Harris</i>	Natalie Harris	2845 Shady Lane Dr.
<i>Christie Michael</i>	Christie Michael	314 Westmoreland Dr.
<i>John Flowers</i>	John Flowers	377 Westmoreland Dr
<i>John R. Brown</i>	John R. Brown	334 Westmoreland D.
<i>Darryl Scherer</i>	Darryl Scherer	2823 Old Niles Ferry

APRIL 2010

ATTN: BILL DUNLAP, BLOUNT COUNTY HIGHWAY SUPERINTENDENT

We the residents of WESTMORELAND HEIGHTS SD, MARYVILLE TN, 37803, hereby petition to have traffic calming strips installed on Westmoreland Drive and a portion of W. Woodbine Drive.

SIGNATURE	PRINTED NAME	ADDRESS
John Wesley Mikles	John Wesley Mikles	335 West moreland Dr.
Barbara Kincannon	Barbara Kincannon	331 Westmoreland Dr.
Eugene F. DeLoach	EUGENE F. DELOACH	2901 PLEASANT VIEW AVZ.
Isaac G. Gentry	ISAAC G. GENTRY	2901 SQUADY LN
Paul R. Stouff	PAUL R. STOUTT	3085 MARVIN CIR
Sherry L. Jarvis	Sherry L. Jarvis	2931 West Woodbine Dr.
Maria Rivera	MARIA RIVERA	2927 W. Woodbine Dr.
Robin Stapleton	Robin Stapleton	2923 W. Woodbine Dr.
Renee Nutt	Renee Nutt	2918 W. Woodbine Dr.
Bobbie Briggs	Bobbie Briggs	2924 W. Woodbine Dr.
Edward F. Foy	Edward Foy	131 Westmoreland Dr.
Nathan Raulston	Nathan Raulston	124 Westmoreland Dr.

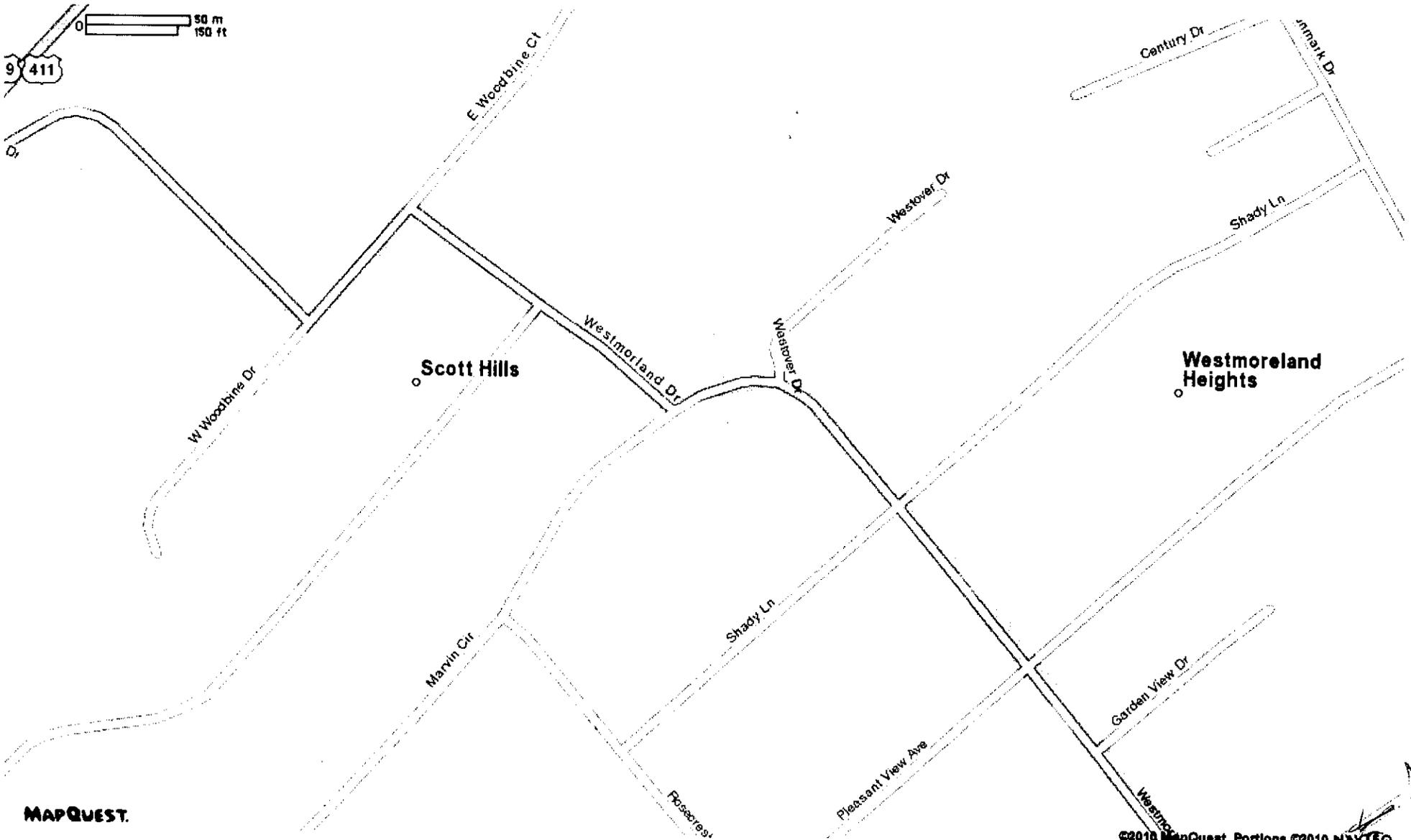
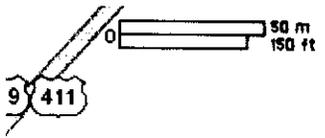
APRIL 2010

ATTN: BILL DUNLAP, BLOUNT COUNTY HIGHWAY SUPERINTENDENT

We the residents of WESTMORELAND HEIGHTS SD, MARYVILLE TN, 37803, hereby petition to have traffic calming strips installed on Westmoreland Drive and a portion of W. Woodbine Drive.

SIGNATURE	PRINTED NAME	ADDRESS
<i>Barbara Kidd</i>	Barbara Kidd	130 Westmoreland Dr.
<i>Nola Cannon</i>	Nola Cannon	125 Westmorland Dr.
<i>Kelly Jordan</i>	Kelly Jordan	2937 W. Woodbine Dr.
<i>R. Fred Winchenbach</i>	R. FRED WINCHENBACH	2912 W. WOODBINE CT.
<i>Eric Gregory</i>	ERIC GREGORY	2908 W. WOODBINE DR.
<i>Louis & Carolyn Newman</i>	LOUIS NEWMAN	140 Westmorland DR.
<i>John Kint</i>	JOHN KINT	2901 MARVIN CIRCLE
<i>Julie & Anthony Trent</i>	Julie & Anthony Trent	202 Westmorland Drive
<i>Lorene Hammontree</i>	LORENE HAMMONTREE	139 Westmoreland Dr.
<i>M. D. McCauley</i>	M. D. M ^C CAULLEY	330 Westmoreland Dr.
<i>Tim McNutt</i>	Tim Mc Nutt	2902 Shady Lane
<i>Tanya & Vic Kund</i>	Tanya Kund	2847 E. Woodbine Ct. Maryville TN.
<i>Dan Goddard</i>	Dan Goddard	321 West. 10th - 6th St 37801

★ **Maryville, TN 37803**



Niles Ferry

RESOLUTION NO. 10-06-14

**Sponsored by: Commissioners Steve Hargis and
David Graham**

**RESOLUTION REGARDING THE CLOSING AND ABANDONMENT OF A PORTION OF
FORMER RIGHTS-OF-WAY OF A PORTION OF MUSTANG DRIVE**

*

WHEREAS, a request has been received by Blount County Highway Department regarding an encroachment on the former rights-of-way of **Mustang Drive**, an Official Blount County Road lying in the Fourth Civil District off Bales Hollow Road and added to the "Official Roads List" by resolution of the Blount County Legislative Body on August 19, 2004; and,

WHEREAS, said encroachment is at **1129 Mustang Drive**, County Tax Map 042F, Group A, Parcel 035.00, J R ENDSLEY SUBDIVISION (not recorded) where a single family residence was constructed such that a point in the centerline of the former location of Mustang Drive when it was a private road lies inside the residence; and,

WHEREAS, the actual roadway of **Mustang Drive** was relocated when improvements were made as a condition of its addition to the "Official Roads List," such that the present and permanent location no longer requires that portion of former rights-of-way lying within nor within fifteen feet of the aforementioned residence; and,

WHEREAS, the Blount County Highway Department has no further need for the aforementioned portion of rights-of-way and it is reasonable to abandon said unneeded portion of rights-of-way to the private use of the owner of the adjacent property; and,

WHEREAS, a metes and bounds description and sketch of the aforementioned portion of rights-of-way to be abandoned are hereto attached as **"EXHIBIT A"** of this resolution; and,

WHEREAS, the Blount County Legislative Body has the authority to dispose of the County's interests in any rights-of-way unused and unneeded for any portion of **Mustang Drive** maintained by Blount County;

NOW THEREFORE, BE IT RESOLVED by the Blount County Legislative Body meeting in regular session on this the seventeenth day of June, 2010, that the portion of rights-of-way of **Mustang Drive** described in **"EXHIBIT A"** attached hereto shall be declared surplus to Blount County's needs for roadway purposes, closed to any further use by the general public, and that any interests that Blount County has in the herein described property shall be abandoned by Blount County and conveyed by quitclaim deed to the owner(s) of the aforementioned Parcel 035.00 of Tax Map 042F of record in the Office of the Property Assessor for Blount County,

Tennessee, **except**, that any utility easements along any existing public utility lines either above or underground throughout the length of said former rights-of-way portion to be closed shall be reserved for the use of the owners of said public utility lines and/or their agents until any such existing utility lines may be relocated; it being the express purpose of this resolution only to effect the closing of the rights-of-way for use by the public and the disposal of the property herein described.

Duly passed and approved this 17th day of June, 2010.

Approved: _____

Approved: _____

Commission Chairman

County Mayor

Attested: _____

Vetoed: _

Blount County Clerk

County Mayor

June 7, 2010

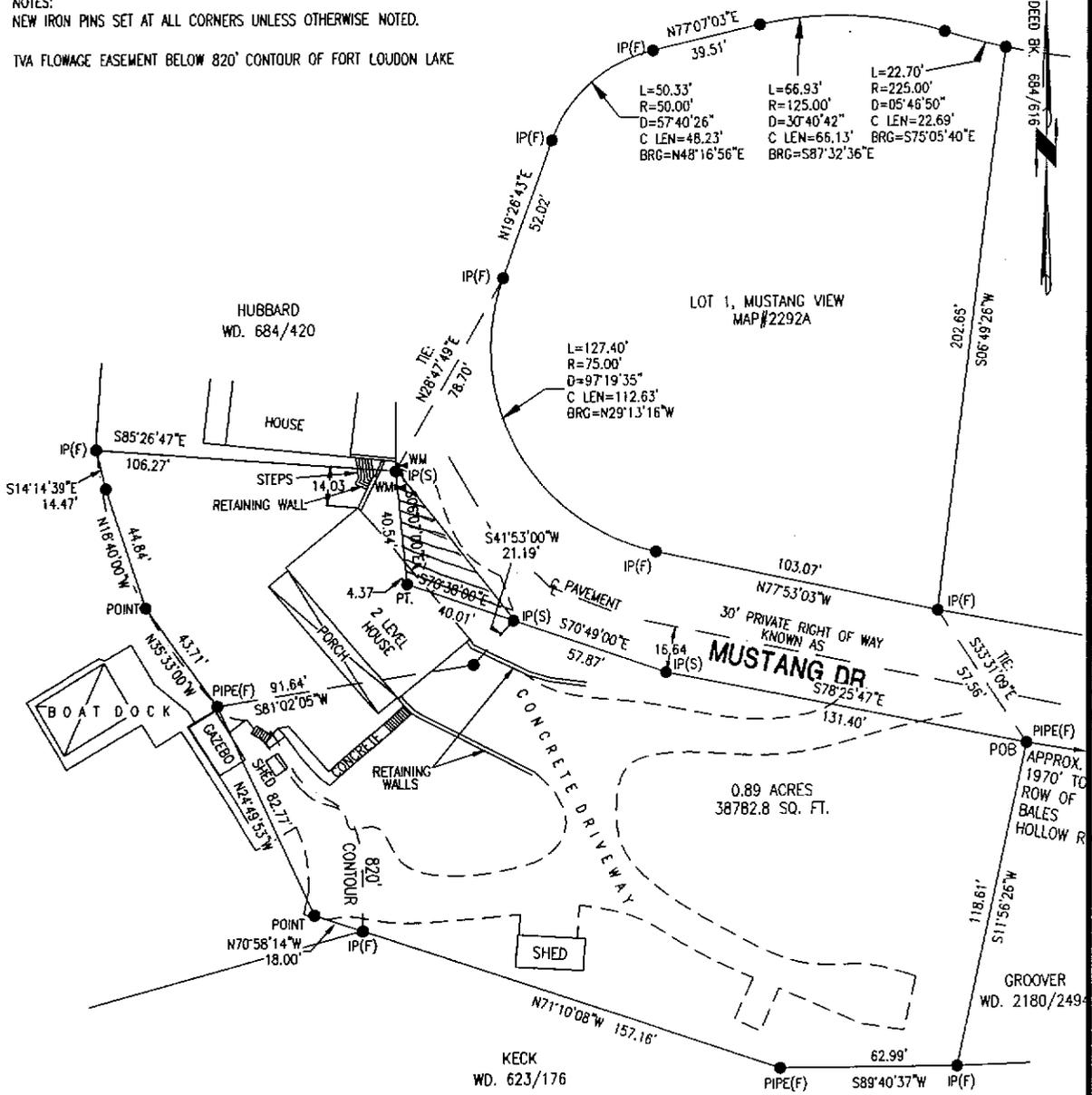
EXHIBIT A

RIGHTS-OF-WAY OF MUSTANG DRIVE TO BE ABANDONED

DESCRIPTION: Lying in the Fourth Civil District of Blount County, Tennessee, and being more particularly described to wit:

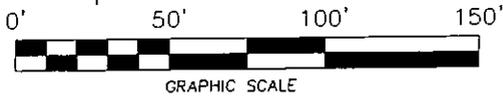
BEGINNING at an iron pin at the extreme southeast corner of Lot 1 of Mustang View, a subdivision containing four lots, the plat of which subdivision is of record as Map 2292A, in the Office of the Blount County Register of Deeds, Maryville, Tennessee; thence S 33° 31' 09" E, 57.56' across Mustang Drive to an iron pin, the extreme northeast corner of Parcel 035.00, Tax Map 042F, of record in the Office of the Property Assessor for Blount county, Tennessee, property of William L. and Vicki J. Murphy; thence N 78° 25' 47" W, 131.40' along the south rights-of way line of Mustang Drive with Murphy to an iron pin; thence continuing with the south rights-of-way line of Mustang Drive and Murphy N 70° 49' 00" W, 57.87' to an iron pin in the rights-of-way line of Mustang Drive and the beginning corner of the property to be abandoned; thence N 70° 38' 00" W, 40.01' to a point, N 06° 07' 00" W, 40.54' to an iron pin in the south rights-of-way line of Mustang Drive and a corner to Murphy with Parcel 34; thence along a new south rights-of-way line of Mustang Drive S 38° 08' 33" E, 68.11' to an iron pin, the point of beginning of the property to be abandoned, said property containing 732 square feet or 0.017 acres, more or less.

NOTES:
 NEW IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 TVA FLOWAGE EASEMENT BELOW 820' CONTOUR OF FORT LOUDON LAKE



THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP AND FOUND THE DESCRIBED PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA EXCEPT ANY PORTION BELOW THE 820 FT. CONTOUR OF FORT LOUDON LAKE.
 I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO PRECISION OF THE UNADJUSTED SURVEY IS 1:15,000 AS SHOWN THEREON.

Eddy R. Garrett
 EDDY R. GARRETT, TENNESSEE CERTIFICATE NO. 1544



GARRETT & ASSOCIATES
EDDY R. GARRETT R.L.S. #1544
 4839 SHADY RD.
 STRAWBERRY PLAINS, TN 37871
 PHONE: (865)-933-5622
 FAX: (865)-933-1277

SURVEY FOR JEFF AND MARY CASE
 LOCATED WITHIN THE 4th DISTRICT OF BLOUNT COUNTY, TENNESSEE
 MAP BK/PG 666/137
 TAX MAP 42-F GROUP "A" PARCEL 35.00
 WARRANTY DEED BK/PG 684/616
 BEARING BASE DEED BK. 684/616

DATE 05/12/2010 SCALE 1"=100'
 REVISIONS 05/17/2010
 DRAWN BY qab DRAWING NO. 10-079

C:\net\2008\work\2010\10-079.DWG, May 18, 2010 - 10:55am

Subject: FW: Blount County wildlife issue

From: Mike Walker [mailto:commissionerwalker@gmail.com]
Sent: Monday, May 31, 2010 9:20 PM
To: Gretchen Kirkland
Cc: Wendy Pitts Reeves; Mark Hasty; Gary Farmer; Rhonda Pitts
Subject: Re: Blount County wildlife issue

Gretchen,
Thank you for your email.

The picnic areas you speak of are owned and operated by the State of Tennessee Department of Transportation.

One would need to contact the TDOT office to see if this could be accomplished. I have copied your commissioners along with the County Commission secretary to have this added to the June Commission meeting.

Thanks again,

Mike Walker
Blount County Commission
District 8, Seat B
(865) 984-7281
commissionerwalker@gmail.com

On Mon, May 31, 2010 at 12:32 PM, Gretchen Kirkland [wrote:](#)
As a gateway community to the Great Smoky Mountains National Park, Blount County should be an example for the protection of our natural resources. Visitors should note we're aware of the effects of habituation of wildlife and see measures in place to avoid encounters which ultimately lead to animal death. Instead of open garbage barrels at our picnic areas along Little River, it is imperative we have "bear proof" containers in place. It's shameful our county houses a much needed institute, the Appalachian Bear Center, and turns a blind eye to the practice of a "fed bear". (Attached file is a photo of one of the barrels at a picnic area on Little River between Walland and Townsend).

After learning from John Lamb of the Planning Commission,
"I do not know of a contact for the problem of bears and garbage containers."

I'm still looking for answers.
Any information you might be able to provide is greatly appreciated,

Gretchen Kirkland
108 Ridge Road
Maryville, TN 37803
865-984-2792

SPONSORED BY COMMISSIONERS DAVID GRAHAM AND MIKE WALKER

RESOLUTION NO. 10-06-004

A RESOLUTION OF SUPPORT FOR SCHOOL RESOURCE OFFICERS IN BLOUNT COUNTY SCHOOLS.

WHEREAS, the School Resource Officer Program has been a successful and effective program in the Blount County Schools for several years; and

WHEREAS, the Blount County Legislative Body sincerely appreciates the joint effort and demonstration of cooperation by the Blount County Schools and the Blount County Sheriff's Office in providing protection, instruction, and assistance to Blount County School children, teachers, and staff; and

WHEREAS, the Blount County Legislative Body believes that providing a safe environment for our children, our greatest asset, continues to be, and will always be, our main concern.

NOW, THEREFORE, BE IT RESOLVED that the Blount County Legislative Body, assembled in session this 17th day of June, 2010, hereby expresses its support for the School Resource Officer Program in the Blount County School System.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: _____

County Mayor

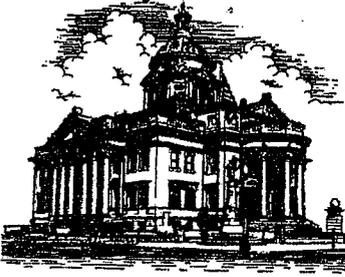
Date

SOMERSET COUNTY COMMISSIONERS

300 North Center Avenue, Suite 500 • Somerset, PA 15501

(814) 445-1400 • (814) 445-7991 Fax

www.co.somerset.pa.us



Pamela A. Tokar-Ickes, Chair
John P. Vatajuk, Vice Chair
James C. Marker, Secretary

May 5, 2010

Dear Fellow County Commissioners:

As elected officials, we know that a robust transportation system is critical to unlocking our economic potential, creating jobs, and maintaining and improving our quality of life. We are seeking your support to improve the vital transportation network that traverses the Appalachian Region and to reinstate a valuable tool that will expedite the continued development of our highway system.

The Appalachian Regional Commission (ARC) was founded on the basis that economic growth would not be possible until the Appalachia region's isolation could be overcome. As fellow representatives of an ARC county, we are certain you understand these unique transportation needs. Previously, the region had never been adequately served by a roadway system because of the high cost of building highways through Appalachia's mountainous terrain; thus, top priority was placed on the need for a modern highway system as the key to economic development. To accomplish this task, Congress authorized the construction of the Appalachian Development Highway System (ADHS) in the Appalachian Development Act of 1965. The ADHS was designed to generate economic development in previously isolate areas, supplement the interstate system, connect Appalachia to the interstate system, and provide access to areas within the region as well as to markets in the rest of the nation.

In 1991, the Intermodal Surface Transportation Efficiency Act (ISTEA) established a mechanism for states to take credit for non-federal, toll generated capital expenditures on toll facilities. The "credit" generated by the toll facilities could be applied toward the non-federal matching share of federal programs. The concept of toll credits does not create any additional funding. It does, however, provide states with the flexibility to determine how to best use federal and state funding. In 2005, the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Act suddenly prohibited the use of toll credits for the ADHS system.

Historically, the ability of states to utilize toll credits to cover non-federal cost shares has increased the flexibility of state transportation finance programs, enabled states to more effectively utilize existing resources, and encouraged investment in much-needed infrastructure. Repealing the prohibition on using toll credits toward non-federal shares of ADHS projects would allow states to use toll credits for ADHS projects as they could before SAFETEA-LU, unlock existing unspent balances, make it easier for states to access future funding, allow important ADHS projects to move forward, and eliminate a disparity that does not exist for the vast majority of other federal transportation programs.

We write to ask for your support in reinstating the use of toll credits as the non-federal share of an ADHS project. Our Member of Congress, Representative Bill Shuster, along with his colleague, Representative Christopher Carney, are currently circulating a letter in the U.S. House of Representatives regarding this critical issue. In addition, our United States Senators, Senator Arlen Specter and Senator

Robert Casey, are currently circulating a similar letter in the U.S. Senate. We urge you to reach out to your Member of Congress and Senators and encourage them to sign on to the Shuster/Carney letter and the Specter/Casey letter respectively. We have included a copy of the Shuster/Carney and Specter/Casey letters for your review and for you to share with your Representative and Senators.

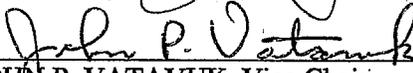
We also encourage you to send a letter directly to the Chairman and Ranking Member of the House Transportation and Infrastructure Committee, Congressman James Oberstar and Congressman John Mica, and the Chairman and Ranking Member of the Senate Committee on Environment and Public Works, Senator Barbara Boxer and Senator James Inhofe, expressing your support for this important legislative change for Appalachia. We have included a draft letter for your consideration.

As fellow County Commissioners, your support on this issue would be greatly appreciated. Thank you for your consideration of this important initiative. Please feel free to contact us at 814-445-1400 if you have any further questions or concerns.

Sincerely yours,

SOMERSET COUNTY BOARD OF COMMISSIONERS


PAMELA A. TOKAR-ICKES, Chair


JOHN P. VATAVUK, Vice Chair


JAMES C. MARKER, Secretary

**Copy of the Senator Specter/Senator Casey letter currently being circulated to Senators
representing ARC states**

The Honorable Barbara Boxer
Chairman
Senate Committee on Environment and Public Works
410 Dirksen Senate Office Building
Washington, DC 20510

The Honorable James Inhofe
Ranking Member
Senate Committee on Environment and Public Works
456 Dirksen Senate Office Building
Washington, DC 20510

Dear Chairman Boxer and Ranking Member Inhofe:

We write to support legislative language in the upcoming surface transportation reauthorization bill to allow the use of toll credits for Appalachian Development Highway System (ADHS) projects. This policy revision is critical so Appalachian Regional Commission (ARC) states can better leverage substantial previously allocated federal funding.

As you know, the Safe, Accountably, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU, P.L. 109-59) included language which prohibits states from using toll credits toward their non-federal share of an ADHS project. Historically, the ability of states to utilize toll credits to cover non-federal cost shares has increased the flexibility of state transportation finance programs, enabled states to more effectively utilize existing resources, and encouraged investment in much-needed infrastructure. Prior to this statutory change in SAFETEA-LU, state transportation agencies had much greater flexibility to furnish ADHS non-federal matching funds when other state highway funds were limited. Repealing the prohibition on using toll credits toward non-federal shares of ADHS projects would allow states to use toll credits for ADHS projects as they could before SAFETEA-LU, unlock existing unspent balances, make it easier for states to access future funding, allow important ADHS projects to move forward and eliminate a disparity that does not exist for the vast majority of other federal transportation programs.

Thank you for your past support of the Appalachian Development Highway System. We appreciate your attention to this important issue and look forward to working with you.

Sincerely,

**Copy of the Congressman Shuster/Congressman Carney letter currently being circulated
in the U.S. House of Representatives**

The Honorable James Oberstar
Chairman
House Committee on Transportation and Infrastructure
2156 Rayburn House Office Building
Washington, DC 20515

The Honorable John Mica
Ranking Member
House Committee on Transportation and Infrastructure
2163 Rayburn House Office Building
Washington, DC 20515

Dear Chairman Oberstar and Ranking Member Mica:

As the Committee on Transportation and Infrastructure continues consideration of surface transportation reauthorization legislation, we respectfully request that you include legislative language allowing the use of toll credits for Appalachian Development Highway System (ADHS) projects. This policy revision is critical so Appalachian Regional Commission (ARC) states can better leverage substantial previously allocated federal funding.

As you know, the Safe, Accountably, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU, P.L. 109-59) included language which prohibits states from using toll credits toward their non-federal share of an ADHS project. Historically, the ability of states to utilize toll credits to cover non-federal cost shares has increased the flexibility of state transportation finance programs, enabled states to more effectively utilize existing resources, and encouraged investment in much-needed infrastructure. Prior to this statutory change in SAFETEA-LU, state transportation agencies had much greater flexibility to furnish ADHS non-federal matching funds when other state highway funds were limited. Repealing the prohibition on using toll credits toward non-federal shares of ADHS projects would allow states to use toll credits for ADHS projects as they could before SAFETEA-LU, unlock existing unspent balances, make it easier for states to access future funding, allow important ADHS projects to move forward and eliminate a disparity that does not exist for the vast majority of other federal transportation programs.

Thank you for your past support of the Appalachian Development Highway System. We appreciate your attention to this important issue and look forward to working with you.

Sincerely,

Sample letter for ARC state County Commissioners to send to House and Senate transportation leaders

The Honorable James Oberstar
Chairman
House Committee on Transportation and Infrastructure
2156 Rayburn House Office Building
Washington, DC 20515

The Honorable John Mica
Ranking Member
House Committee on Transportation and Infrastructure
2163 Rayburn House Office Building
Washington, DC 20515

The Honorable Barbara Boxer
Chairwoman
Senate Committee on Environment & Public Works
410 Dirksen Senate Office Bldg.
Washington, DC 20510

The Honorable James Inhofe
Ranking Member
Senate Committee on Environment & Public Works
456 Dirksen Senate Office Bldg.
Washington, DC 20510

Dear Chairman Oberstar, Ranking Member Mica, Chairwoman Boxer, and Ranking Member Inhofe:

As elected officials from the Appalachia Regional Commission (ARC) region, we know that a robust transportation system is critical to unlocking our economic potential, creating jobs, and maintaining and improving our quality of life. As your committees continue consideration of surface transportation reauthorization legislation, we urge you to include legislative language that will re-allow the use of toll credits for Appalachian Development Highway System (ADHS) projects.

As you know, the Safe, Accountably, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU, P.L. 109-59) included language which prohibits states from using toll credits toward their non-federal share of an ADHS project. Historically, the ability of states to utilize toll credits to cover non-federal cost shares has increased the flexibility of state transportation finance programs, enabled states to more effectively utilize existing resources, and encouraged investment in much-needed infrastructure. Prior to this statutory change in SAFETEA-LU, state transportation agencies had much greater flexibility to furnish ADHS non-federal matching funds when other state highway funds were limited. Repealing the prohibition on using toll credits toward non-federal shares of ADHS projects would allow states to use toll credits for ADHS projects as they could before SAFETEA-LU, unlock existing unspent balances, make it easier for states to access future funding, allow important ADHS projects to move forward, and eliminate a disparity that does not exist for the vast majority of other federal transportation programs.

Thank you for your past support of the ADHS and we appreciate your attention to this important issue.

Sincerely,

**SOMERSET
COUNTY COMMISSIONERS**

300 North Center Avenue, Suite 500
Somerset, Pennsylvania 15501

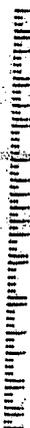


Blount County Commissioners
341 Court Street
Maryville, TN 37804



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WILLIAM R. BREWER, JR.

JUDGE GENERAL SESSIONS COURT
BLOUNT COUNTY TENNESSEE
DIVISION III
BLOUNT COUNTY JUSTICE CENTER
934 EAST LAMAR ALEXANDER PARKWAY
MARYVILLE, TENNESSEE 37804
(865) 273-5570

May 20, 2010

Roy Crawford, Jr.
County Clerk
345 Court Street
Maryville, TN 37804-5906

Re: Blount County Emergency Communications District Budget
Fiscal year 2010/11

Dear Mr. Crawford:

I writing to you in my capacity as chairman of the Blount County Emergency Communications District, the 911 Board.

TCA 7-86-120 requires each emergency communications district to adopt and operate under an annual budget.

Subsection (a) of TCA 7-86-120 sets out the information to be contained the budget.

Subsection (b) of TCA 7-86-120 provides "Prior to adoption by the district, a copy of the proposed budget shall be filed with the clerk or recorder of the appropriate county or municipality, who shall then distribute copies to members of the appropriate legislative body and to members of municipal legislative bodies participating in the district, at least thirty (30) days before the next scheduled meeting of the legislative body. A copy of the proposed budget shall also be filed with the chief administrative officer of the appropriate county or municipality at the same time the budget is filed with the clerk or recorder..."

In order to comply with the provisions of TCA 7-86-120, enclosed please find a copy of the Blount County Emergency Communications District's proposed budget for fiscal year 2010/11.

If you or any member of your legislative body has any questions, please contact me immediately.

Sincerely,



William R. Brewer, Jr.

WRBjr:spm
Enclosure
cc: Jeff Caylor

District Blount
 Address _____

Annual Budget
Fiscal Year 2010/2011

Chair: William R. Brewer, Jr.
 Tier _____

	Acct. #	Account Name	2009/10 Previous Year Budget	2010/11 Current Year Budget	Comments
Operating Revenues	3001	Emergency Telephone Service Charge	872,000	750,000	19% Decrease since this time 3 years ago
	3002	TECB - Shared Wireless Charge	286,100	270,000	
	3003	Other Operating Revenue	234,900	355,095	
Total Operating Revenue			1,393,000	1,375,095	
Operating Expenses	4000	Salaries and Wages			
	4001	Director	123,406	123,406	
	4002	Administrative Personnel	124,482	124,482	
	4003	Dispatchers	602,473	602,473	
	4004	Telecommunications/Calltakers	0	0	
	4005	Data Processing Personnel	80,164	80,164	
	4006	Custodial Personnel	0	0	
	4007	Maintenance Personnel	0	0	
	4008	Overtime Pay	10,000	10,000	
	4009	Part-time Personnel	8,570	0	
	4099	Other Salaries and Wages (Appropriately Descriptive account titles should be used)	147,066	147,066	Dispatch Supervisors (3)
		Subtotal	1,096,161	1,087,591	
	4100	Employee Benefits			
	4101	Social Security	68,240	67,962	
	4102	Medicare	15,960	15,894	
	4103	Life Insurance	2,332	2,332	
	4104	Medical Insurance	202,546	203,146	
	4105	Dental Insurance	24,576	20,477	
	4106	Disability Insurance	8,100	9,248	
	4107	Unemployment Compensation	1,200	1,200	
	4108	Retirement Contributions	115,000	118,000	
	4109	Other Fringe Benefits (Appropriately Descriptive account titles should be used)			
		Subtotal	437,954	438,259	
	4200	Contracted Services			
	4201	Addressing/Mapping Expenses	1,000	400	
	4202	Advertising	0	0	
	4203	Auditing Services	8,300	8,500	
	4204	Accounting Services	480	480	
	4205	Administrative Fees - Service Charge	0	0	
4206	Architects	0	0		
4207	Contracts With Government Agencies	0	0		
4208	Contracts With Private Agencies	0	0		
4209	Data Processing Services	0	0		
4210	Engineering Service	0	0		
4211	Facility Relocation Expenses	0	0		
4212	Fees Paid to Service Providers	8,000	6,000		
4213	Fiscal Agent Charges	0	0		
4214	Financial Advisory Services	0	0		
4215	Impact Payments	0	0		
4216	Janitorial Services	9,300	12,000		
4217	Legal Service	500	500		
4218	Maintenance Agreements	48,000	44,000		
4219	Mapping/Data Base Consultants	0	0		

District Blount
 Address _____

Annual Budget
Fiscal Year 2010/2011

Chair: William R. Brewer, Jr.
 Tier _____

	Acct. #	Account Name	2009/10 Previous Year Budget	2010/11 Current Year Budget	Comments	
Operating Expenses (Cont.)	4220	NCIC/TBI/TIES Expenses	9,120	2,224		
	4221	Other Consultants (Appropriately Descriptive account titles should be used)	0	0		
	4225	Pest Control	500	600		
	4226	Responder and Dispatcher Surveys Lease /Rental:	0	0		
	4227	Communications Equipment	92,268	92,268		
	4228	Building and Facilities	0	0		
	4229	Furniture and Fixtures	0	0		
	4230	Office Equipment	0	0		
	4231	Vehicles	0	0		
			Maintenance and Repairs:			
	4232	Communications Equipment	11,160	11,160		
	4233	Building and Facilities	11,000	4,000		
	4234	Office Equipment	0	0		
	4235	Vehicles	0	500		
	4236	Internet	9,120	15,960		
	4237	Language Line	700	350		
	4299	Other Contracted Services (Appropriately Descriptive account titles should be used)	1,800	1,200	Lawn Maintenance	
	4300	Supplies and Materials				
	4301	Office Supplies	21,000	18,000		
	4302	Custodial Supplies	0	0		
	4303	Data Processing Supplies	0	0		
	4304	Postage	1,500	1,000		
	4305	Small Equipment Purchases	0	0		
	4306	Uniforms and Shirts	3,000	3,000		
			Utilities:			
	4307	Electric	62,000	30,000		
	4308	Gas	0	5,000		
	4309	Water	700	500		
	4310	General Telephone	27,000	21,000		
	4311	Cell Phones and Pagers	6,500	6,500		
	4399	Other Supplies and Materials (Appropriately Descriptive account titles should be used)	700	700	Water Service	
	4400	Other Charges				
	4401	Bank Charges	0	0		
	4402	Board Meeting	0	0		
	4403	Claims and Judgements	0	0		
4404	Debt Issuance Cost	0	0			
4405	Dues and Memberships	3,000	3,000			
4406	Employee Testing and Exams	750	500			
		Insurance:				
4407	Workers' Compensation	4,200	4,200			
4408	Liability	10,000	8,000			
4409	Building and Contents	8,000	7,500			
4410	Equipment	0	0			
4411	Vehicles					
4412	Legal Notices	0	0			
4413	Licenses and Fees	0	0			
4414	Premiums on Surety Bonds	1,500	1,500			

District Blount
 Address _____

Annual Budget
Fiscal Year 2010/2011

Chair: William R. Brewer, Jr.
 Tier _____

	Acct. #	Account Name	2009/10 Previous Year Budget	2010/11 Current Year Budget	Comments
Operating Expenses (Cont.)	4415	Public Education	0	0	
	4416	Responder and Dispatcher Surveys	0	0	
	4417	Service Awards	750	750	
	4418	Training Expenses	7,000	5,000	
	4419	Travel Expenses	11,000	4,500	
	4499	Other Charges			
			(Appropriately Descriptive account titles should be used)		
		Subtotal	379,848	320,792	
		Total Operating Expenses	1,913,963	1,846,642	
	4500	Depreciation	120,000	148,000	
	4600	Amortization	0	0	
Total Expenses			2,033,963	1,994,642	
Nonoperating Revenue	5001	Investment Income			
	5002	Interest Income	21,000	20,000	
	5003	Net Increase (Decrease) in FV of Investments			
	5004	Contributions From Primary Governments	604,263	604,263	County-302,133 Cities-151,065
	5005	Contributions From Other Gov'ts and Agencies	6,104	6,104	City of Townsend
	5006	TECB - Grants and Reimbursements	10,000	0	
	5007	Grants from Federal Government	0	0	
	5008	Gain on Disposal of Property	0	0	
	5009	Miscellaneous Income	6,000	6,000	
	5010	Interest Expense	0	(50,000)	
	5011	Loss on Disposal of Property	0	0	
	5012	Rental Income	0	0	
	5013	Insurance Reimbursements	0	0	
	5014	Revenue from Contracted Services	0	0	
		Total Nonoperating Revenue	647,367	586,367	
Total Revenue			2,040,367	1,961,462	
Total Operating Expenses			2,033,963	1,994,642	
Net Operating Income/(Loss)			6,404	(33,180)	
Capital Expenditures					
	2203	Notes-Long Term	0	41,364	
Net Operating Income/(Loss) including Capital Expenditures			6,404	(74,544)	

Note:

- (1) All Budgets must be approved under the TCA 8-44-102 "Open meetings".
- (2) Annual budgets shall be submitted to the TECB within 45 days after approval by the District.

BLOUNT COUNTY ELECTION COMMISSION

BLOUNT COUNTY COURTHOUSE
383 COURT STREET
MARYVILLE, TN 37804-5906
(865) 273-5920
FAX (865) 273-5927

DONALD G. WALKER, Chairman
BEN RAUHUFF, Secretary
LIBBY BREEDING,
Administrator of Elections

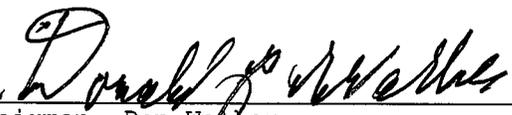


ROBERT L. CARROLL, Member
BILL CRISP, Member
H. LARRY GARNER, Member

CERTIFICATION

We, the undersigned members of the Blount County Election Commission, do hereby certify that we held a **County Primary and Rockford City Election** on Tuesday, May 4, 2010, in all the voting precinct in Blount County, according to law, for the purpose of electing the offices shown hereinafter, and that we have canvassed the returns of said elections as required by law, and we do hereby certify that the following tabulation is a true, correct, and complete accounting of the results of said election as established by the canvassing of the returns, this 12th day of May, 2010.

Any three (3) Commissioners may sign.



Chairman, Don Walker



Secretary, Ben Rauhuff



Member, Bob Carroll



Member, Larry Garner



Member, Bill Crisp

Prec	Early	Election	Total
	2833	6531	9364
1 - Alcoa	105	240	345
2 - Beech Grove	44	92	136
3 - Big Springs	36	128	164
4 - Board of ED	195	278	473
5 - Carpenter's	98	242	340
6 - Chilhowee View	82	261	343
7 - Eagleton Middle Café	69	173	242
8 - Eagleton Middle	128	174	302
9 - Everett	60	107	167
10 - Fairview-City	84	215	299
11 - Friendsville-City	60	271	331
12 - Happy Valley	3	23	26
13 - Heritage Middle	107	279	386
14 - John Sevier	113	208	321
15 - Lanier	64	217	281
16 - Louisville-8th	1	7	8
17 - Martin Luther King	21	51	72
18 - Maryville College	71	133	204
19 - Maryville High	127	233	360
20 - Maryville Middle	203	310	513
21 - Maryville Mun	74	93	167
22 - Mentor	9	73	82
23 - Middlesettlements	17	46	63
24 - Miser Station	41	115	156
25 - Montvale	207	402	609
26 - Oak View	103	341	444
27 - Pellissippi	72	141	213
28 - Porter	95	206	301
29 - Rockford	27	111	138
30 - Rockford-City	15	127	142
31 - Shooks Gap	40	133	173
32 - Townsend	45	240	285
33 - Walland	65	164	229
34 - Wm Blount High	136	219	355
35 - Wm Blount Academy	182	334	516
36 - Louisville	34	144	178

Race	Primary	Candidates	Absentee	Early	Election	Total Votes
COUNTY MAYOR	REP	Jerry Cunningham	121	1103	2627	3851
	REP	Ed Mitchell	86	1312	3518	4916 *
COUNTY COMMISSION 2nd District-Seat A	REP	Brad L. Harrison	11	114	337	462 *
COUNTY COMMISSION 2nd District-Seat B	REP	Robert (Mike) Lewis	10	123	333	466 *
COUNTY TRUSTEE	REP	Scott Graves	182	1972	5036	7190 *
GENERAL SESSIONS JUDGE Division IV	REP	Robert L. Headrick	173	1832	4724	6729 *
SHERIFF	REP	James Lee Berrong	185	1953	4936	7074 *
CIRCUIT COURT CLERK	REP	Thomas E. (Tom) Hatcher	175	1767	4581	6523 *
COUNTY CLERK	REP	Roy Crawford, Jr.	186	2047	5172	7405 *
REGISTER of DEEDS	REP	Phyllis Crisp	174	1957	4955	7086 *
ROAD SUPERINTENDENT	REP	Bill Dunlap	184	2014	5119	7317 *
COUNTY COMMISSION 10th District-Seat A	REP	Gerald Kirby	6	92	303	401 *
COUNTY COMMISSION 10th District-Seat B	REP	Kenneth Melton	5	89	287	381 *
COUNTY COMMISSION 10th District-Seat A	DEM	Tony Webb	1	11	24	36 *
COUNTY COMMISSION 7th District-Seat A	REP	Jim Folts	8	120	532	660 *
	REP	Steve Hargis	9	98	275	382
COUNTY COMMISSION 7th District-Seat B	REP	Tom Cole	11	85	312	408
	REP	Tom Greene	2	130	470	602 *
COUNTY COMMISSION 7th District-Seat B	DEM	Linda Jo Dees	0	10	32	42 *
COUNTY COMMISSION 4th District-Seat A	REP	Gary Farmer	20	312	674	1006 *

Race	Primary	Candidates	Absentee	Early	Election	Total Votes	
	REP	Jerry L. Harvey	8	136	292	436	
COUNTY COMMISSION 4th District-Seat B	REP	Mark R. Hasty	16	293	536	845	*
	REP	Kimberly D. Russell	11	145	411	567	
COUNTY COMMISSION 4th District-Seat C	REP	William (Billy) Gribble	18	121	335	474	
	REP	Jerome F. Moon	9	327	625	961	*
COUNTY COMMISSION 4th District-Seat C	DEM	Wendy Pitts Reeves	12	10	38	60	*
COUNTY COMMISSION 3rd District-Seat A	REP	Steve Samples	16	193	400	609	*
COUNTY COMMISSION 3rd District-Seat B	REP	Mike Caylor	6	161	246	413	*
	REP	Jimmy (Jim) Melton	11	89	247	347	
COUNTY COMMISSION 1st District-Seat A	REP	Tonya Burchfield	8	81	161	250	*
COUNTY COMMISSION 1st District-Seat B	REP	Shawn K. Carter, Sr.	7	75	150	232	*
COUNTY COMMISSION 1st District-Seat A	DEM	Brandon D. Cook	14	19	25	58	*
COUNTY COMMISSION 1st District-Seat B	DEM	David G. Ballard, Jr.	14	16	20	50	*
COUNTY COMMISSION 8th District-Seat A	REP	Roy Gamble	6	125	371	502	*
	REP	James E. Taylor	8	88	319	415	
	REP	John Carlton Templeton	0	60	232	292	
COUNTY COMMISSION 8th District-Seat B	REP	Mike Walker	10	153	448	611	
	REP	Gordon E. Wright, Sr.	6	131	495	632	*
COUNTY COMMISSION 5th District-Seat A	REP	Peggy Lambert	57	220	494	771	*
COUNTY COMMISSION 5th District-Seat B	REP	Richard A. Carver	56	208	451	715	*
COUNTY COMMISSION 5th District-Seat B	DEM	Bob Proffitt	21	10	17	48	*

Race	Primary	Candidates	Absentee	Early	Election	Total Votes	
COUNTY COMMISSION 9th District-Seat A	REP	Ronald W. French	10	116	409	535	*
COUNTY COMMISSION 9th District-Seat B	REP	Monika Murrell	9	113	438	560	*
CITY COMMISSIONER City of Rockford		Joseph C. Birdwell	0	8	73	81	*
		Roy E. Lawson	1	6	74	81	*
		Stephen E. Simon	1	11	62	74	
COUNTY COMMISSION 6th District-Seat A	REP	Steve Hicks	1	71	153	225	
	REP	Holden Lail	6	145	242	393	*
	REP	Sheri Turner	2	60	104	166	
COUNTY COMMISSION 6th District-Seat B	REP	Scott Helton	10	221	409	640	*
COUNTY COMMISSION 6th District-Seat A	DEM	Gary Wynn	2	6	23	31	*

* Denotes Winners

By Precincts
May 4, 2010

Race	Primary	Candidates	Total Votes	Alcoa	Beech Grove	Big Springs	Board of ED	Carpenter's	Chilhowee View	Eagleton Middle Café
COUNTY MAYOR	REP	Jerry Cunningham	3851	153	61	48	195	93	115	75
	REP	Ed Mitchell	4916	177	59	99	255	227	201	148
COUNTY COMMISSION 2nd District-Seat A	REP	Brad L. Harrison	462	241						
COUNTY COMMISSION 2nd District-Seat B	REP	Robert (Mike) Lewis	466	245						
COUNTY TRUSTEE	REP	Scott Graves	7190	265	103	114	385	276	260	188
GENERAL SESSIONS JUDGE Division IV	REP	Robert L. Headrick	6729	252	98	107	331	252	223	178
SHERIFF	REP	James Lee Berrong	7074	272	105	110	373	254	223	182
CIRCUIT COURT CLERK	REP	Thomas E. (Tom) Hatcher	6523	241	100	98	347	253	208	166
COUNTY CLERK	REP	Roy Crawford, Jr.	7405	275	108	121	389	281	249	191
REGISTER of DEEDS	REP	Phyllis Crisp	7086	258	107	116	373	267	243	184
ROAD SUPERINTENDENT	REP	Bill Dunlap	7317	271	107	122	372	280	248	181
COUNTY COMMISSION 10th District-Seat A	REP	Gerald Kirby	401		96					
COUNTY COMMISSION 10th District-Seat B	REP	Kenneth Melton	381		95					
COUNTY COMMISSION 10th District-Seat A	DEM	Tony Webb	36		14					
COUNTY COMMISSION 7th District-Seat A	REP	Jim Folts	660			103		212		
	REP	Steve Hargis	382			43		104		
COUNTY COMMISSION 7th District-Seat B	REP	Tom Cole	408			61		156		
	REP	Tom Greene	602			81		142		
COUNTY COMMISSION 7th District-Seat B	DEM	Linda Jo Dees	42			9		11		
COUNTY COMMISSION 4th District-Seat A	REP	Gary Farmer	1006				280		177	
	REP	Jerry L. Harvey	436				100		121	
COUNTY COMMISSION 4th District-Seat B	REP	Mark R. Hasty	845				217		154	

Race	Primary	Candidates	Total Votes	Alcoa	Beech Grove	Big Springs	Board of ED	Carpenter's	Chilhowee View	Eagleton Middle Café
	REP	Kimberly D. Russell	567				157		126	
COUNTY COMMISSION 4th District-Seat C	REP	William (Billy) Gribble	474				138		96	
	REP	Jerome F. Moon	961				247		191	
COUNTY COMMISSION 4th District-Seat C	DEM	Wendy Pitts Reeves	60				13		16	
COUNTY COMMISSION 3rd District-Seat A	REP	Steve Samples	609							165
COUNTY COMMISSION 3rd District-Seat B	REP	Mike Caylor	413							98
	REP	Jimmy (Jim) Melton	347							108
COUNTY COMMISSION 1st District-Seat A	REP	Tonya Burchfield	250							
COUNTY COMMISSION 1st District-Seat B	REP	Shawn K. Carter, Sr.	232							
COUNTY COMMISSION 1st District-Seat A	DEM	Brandon D. Cook	58							
COUNTY COMMISSION 1st District-Seat B	DEM	David G. Ballard, Jr.	50							
COUNTY COMMISSION 8th District-Seat A	REP	Roy Gamble	502							
	REP	James E. Taylor	415							
	REP	John Carlton Templeton	292							
COUNTY COMMISSION 8th District-Seat B	REP	Mike Walker	611							
	REP	Gordon E. Wright, Sr.	632							
COUNTY COMMISSION 5th District-Seat A	REP	Peggy Lambert	771							
COUNTY COMMISSION 5th District-Seat B	REP	Richard A. Carver	715							
COUNTY COMMISSION 5th District-Seat B	DEM	Bob Proffitt	48							
COUNTY COMMISSION 9th District-Seat A	REP	Ronald W. French	535							
COUNTY COMMISSION 9th District-Seat B	REP	Monika Murrell	560							
CITY COMMISSIONER City of Rockford		Joseph C. Birdwell	81							
		Roy E. Lawson	81							

Race	Primary	Candidates	Total Votes	Alcoa	Beech Grove	Big Springs	Board of ED	Carpenter's	Chilhowee View	Eagleton Middle Café
		Stephen E. Simon	74							
COUNTY COMMISSION 6th District-Seat A	REP	Steve Hicks	225							
	REP	Holden Lail	393							
	REP	Sheri Turner	166							
COUNTY COMMISSION 6th District-Seat B	REP	Scott Helton	640							
COUNTY COMMISSION 6th District-Seat A	DEM	Gary Wynn	31							

Race	Primary	Candidates	Eagleton Middle	Everett	Fairview-City	Friendsville-City	Happy Valley	Heritage Middle	John Sevier	Lanier	Louisville-8th
COUNTY MAYOR	REP	Jerry Cunningham	107	48	126	97	2	177	138	76	4
	REP	Ed Mitchell	190	95	157	209	18	198	165	185	3
COUNTY COMMISSION 2nd District-Seat A	REP	Brad L. Harrison									4
COUNTY COMMISSION 2nd District-Seat B	REP	Robert (Mike) Lewis									4
COUNTY TRUSTEE	REP	Scott Graves	234	118	260	255	11	286	249	199	6
GENERAL SESSIONS JUDGE Division IV	REP	Robert L. Headrick	230	108	217	231	11	281	240	189	4
SHERIFF	REP	James Lee Berrong	246	114	238	239	9	307	257	190	7
CIRCUIT COURT CLERK	REP	Thomas E. (Tom) Hatcher	216	105	225	221	10	256	236	197	6
COUNTY CLERK	REP	Roy Crawford, Jr.	239	116	256	255	13	304	261	214	6
REGISTER of DEEDS	REP	Phyllis Crisp	233	119	238	269	11	292	251	205	5
ROAD SUPERINTENDENT	REP	Bill Dunlap	250	115	250	257	11	300	259	211	5
COUNTY COMMISSION 10th District-Seat A	REP	Gerald Kirby									
COUNTY COMMISSION 10th District-Seat B	REP	Kenneth Melton									
COUNTY COMMISSION 10th District-Seat A	DEM	Tony Webb									
COUNTY COMMISSION 7th District-Seat A	REP	Jim Folts				174	17			154	
	REP	Steve Hargis				141	1			93	
COUNTY COMMISSION 7th District-Seat B	REP	Tom Cole				84	5			102	
	REP	Tom Greene				231	11			137	
COUNTY COMMISSION 7th District-Seat B	DEM	Linda Jo Dees				3	4			15	
COUNTY COMMISSION 4th District-Seat A	REP	Gary Farmer			190						
	REP	Jerry L. Harvey			64						
COUNTY COMMISSION 4th District-Seat B	REP	Mark R. Hasty			147						

Race	Primary	Candidates	Eagleton Middle	Everett	Fairview-City	Friendsville-City	Happy Valley	Heritage Middle	John Sevier	Lanier	Louisville-8th
	REP	Kimberly D. Russell			102						
COUNTY COMMISSION 4th District-Seat C	REP	William (Billy) Gribble			98						
	REP	Jerome F. Moon			148						
COUNTY COMMISSION 4th District-Seat C	DEM	Wendy Pitts Reeves			10						
COUNTY COMMISSION 3rd District-Seat A	REP	Steve Samples	207						237		
COUNTY COMMISSION 3rd District-Seat B	REP	Mike Caylor	151						164		
	REP	Jimmy (Jim) Melton	120						119		
COUNTY COMMISSION 1st District-Seat A	REP	Tonya Burchfield		101							
COUNTY COMMISSION 1st District-Seat B	REP	Shawn K. Carter, Sr.		97							
COUNTY COMMISSION 1st District-Seat A	DEM	Brandon D. Cook		20							
COUNTY COMMISSION 1st District-Seat B	DEM	David G. Ballard, Jr.		17							
COUNTY COMMISSION 8th District-Seat A	REP	Roy Gamble						170			
	REP	James E. Taylor						124			
	REP	John Carlton Templeton						67			
COUNTY COMMISSION 8th District-Seat B	REP	Mike Walker						151			
	REP	Gordon E. Wright, Sr.						210			
COUNTY COMMISSION 5th District-Seat A	REP	Peggy Lambert									
COUNTY COMMISSION 5th District-Seat B	REP	Richard A. Carver									
COUNTY COMMISSION 5th District-Seat B	DEM	Bob Proffitt									
COUNTY COMMISSION 9th District-Seat A	REP	Ronald W. French									
COUNTY COMMISSION 9th District-Seat B	REP	Monika Murrell									
CITY COMMISSIONER City of Rockford		Joseph C. Birdwell									
		Roy E. Lawson									

Race	Primary	Candidates	Eagleton Middle	Everett	Fairview-City	Friendsville-City	Happy Valley	Heritage Middle	John Sevier	Lanier	Louisville-8th
		Stephen E. Simon									
COUNTY COMMISSION 6th District-Seat A	REP	Steve Hicks									
	REP	Holden Lail									
	REP	Sheri Turner									
COUNTY COMMISSION 6th District-Seat B	REP	Scott Helton									
COUNTY COMMISSION 6th District-Seat A	DEM	Gary Wynn									

Race	Primary	Candidates	Martin Luther King	Maryville College	Maryville High	Maryville Middle	Maryville Mun	Mentor	Middlesettlements
COUNTY MAYOR	REP	Jerry Cunningham	18	73	166	252	54	37	31
	REP	Ed Mitchell	34	115	173	235	89	43	29
COUNTY COMMISSION 2nd District-Seat A	REP	Brad L. Harrison						61	
COUNTY COMMISSION 2nd District-Seat B	REP	Robert (Mike) Lewis						59	
COUNTY TRUSTEE	REP	Scott Graves	38	150	294	383	112	61	48
GENERAL SESSIONS JUDGE Division IV	REP	Robert L. Headrick	36	149	280	371	114	58	47
SHERIFF	REP	James Lee Berrong	41	148	290	403	109	64	55
CIRCUIT COURT CLERK	REP	Thomas E. (Tom) Hatcher	37	134	266	340	107	60	48
COUNTY CLERK	REP	Roy Crawford, Jr.	41	163	308	411	120	70	52
REGISTER of DEEDS	REP	Phyllis Crisp	38	150	290	376	117	66	52
ROAD SUPERINTENDENT	REP	Bill Dunlap	39	158	300	396	121	69	56
COUNTY COMMISSION 10th District-Seat A	REP	Gerald Kirby							50
COUNTY COMMISSION 10th District-Seat B	REP	Kenneth Melton							47
COUNTY COMMISSION 10th District-Seat A	DEM	Tony Webb							3
COUNTY COMMISSION 7th District-Seat A	REP	Jim Folts							
	REP	Steve Hargis							
COUNTY COMMISSION 7th District-Seat B	REP	Tom Cole							
	REP	Tom Greene							
COUNTY COMMISSION 7th District-Seat B	DEM	Linda Jo Dees							
COUNTY COMMISSION 4th District-Seat A	REP	Gary Farmer							
	REP	Jerry L. Harvey							
COUNTY COMMISSION 4th District-Seat B	REP	Mark R. Hasty							

Race	Primary	Candidates	Martin Luther King	Maryville College	Maryville High	Maryville Middle	Maryville Mun	Mentor	Middlesettlements
	REP	Kimberly D. Russell							
COUNTY COMMISSION 4th District-Seat C	REP	William (Billy) Gribble							
	REP	Jerome F. Moon							
COUNTY COMMISSION 4th District-Seat C	DEM	Wendy Pitts Reeves							
COUNTY COMMISSION 3rd District-Seat A	REP	Steve Samples							
COUNTY COMMISSION 3rd District-Seat B	REP	Mike Caylor							
	REP	Jimmy (Jim) Melton							
COUNTY COMMISSION 1st District-Seat A	REP	Tonya Burchfield	33				116		
COUNTY COMMISSION 1st District-Seat B	REP	Shawn K. Carter, Sr.	35				100		
COUNTY COMMISSION 1st District-Seat A	DEM	Brandon D. Cook	17				21		
COUNTY COMMISSION 1st District-Seat B	DEM	David G. Ballard, Jr.	14				19		
COUNTY COMMISSION 8th District-Seat A	REP	Roy Gamble							
	REP	James E. Taylor							
	REP	John Carlton Templeton							
COUNTY COMMISSION 8th District-Seat B	REP	Mike Walker							
	REP	Gordon E. Wright, Sr.							
COUNTY COMMISSION 5th District-Seat A	REP	Peggy Lambert		144	266	361			
COUNTY COMMISSION 5th District-Seat B	REP	Richard A. Carver		131	260	324			
COUNTY COMMISSION 5th District-Seat B	DEM	Bob Proffitt		14	11	23			
COUNTY COMMISSION 9th District-Seat A	REP	Ronald W. French							
COUNTY COMMISSION 9th District-Seat B	REP	Monika Murrell							
CITY COMMISSIONER City of Rockford		Joseph C. Birdwell							
		Roy E. Lawson							

Race	Primary	Candidates	Martin Luther King	Maryville College	Maryville High	Maryville Middle	Maryville Mun	Mentor	Middlesettlements
		Stephen E. Simon							
COUNTY COMMISSION 6th District-Seat A	REP	Steve Hicks							
	REP	Holden Lail							
	REP	Sheri Turner							
COUNTY COMMISSION 6th District-Seat B	REP	Scott Helton							
COUNTY COMMISSION 6th District-Seat A	DEM	Gary Wynn							

Race	Primary	Candidates	Miser Station	Montvale	Oak View	Pellissippi	Porter	Rockford	Rockford-City	Shooks Gap	Townsend	Walland
COUNTY MAYOR	REP	Jerry Cunningham	73	290	258	86	118	53	60	111	155	108
	REP	Ed Mitchell	73	288	165	111	177	68	56	53	113	114
COUNTY COMMISSION 2nd District-Seat A	REP	Brad L. Harrison					156					
COUNTY COMMISSION 2nd District-Seat B	REP	Robert (Mike) Lewis					158					
COUNTY TRUSTEE	REP	Scott Graves	121	489	345	170	237	97	92	143	209	187
GENERAL SESSIONS JUDGE Division IV	REP	Robert L. Headrick	112	425	323	157	229	90	89	140	226	181
SHERIFF	REP	James Lee Berrong	124	461	330	160	229	101	97	146	206	194
CIRCUIT COURT CLERK	REP	Thomas E. (Tom) Hatcher	107	452	311	148	220	86	91	140	177	169
COUNTY CLERK	REP	Roy Crawford, Jr.	128	487	356	168	234	99	105	146	211	195
REGISTER of DEEDS	REP	Phyllis Crisp	121	469	338	161	229	96	93	141	203	179
ROAD SUPERINTENDENT	REP	Bill Dunlap	123	486	352	169	248	102	96	148	213	191
COUNTY COMMISSION 10th District-Seat A	REP	Gerald Kirby	127									
COUNTY COMMISSION 10th District-Seat B	REP	Kenneth Melton	113									
COUNTY COMMISSION 10th District-Seat A	DEM	Tony Webb	9									
COUNTY COMMISSION 7th District-Seat A	REP	Jim Folts										
	REP	Steve Hargis										
COUNTY COMMISSION 7th District-Seat B	REP	Tom Cole										
	REP	Tom Greene										
COUNTY COMMISSION 7th District-Seat B	DEM	Linda Jo Dees										
COUNTY COMMISSION 4th District-Seat A	REP	Gary Farmer		359								
	REP	Jerry L. Harvey		151								
COUNTY COMMISSION 4th District-Seat B	REP	Mark R. Hasty		327								

Race	Primary	Candidates	Miser Station	Montvale	Oak View	Pellissippi	Porter	Rockford	Rockford-City	Shooks Gap	Townsend	Walland
	REP	Kimberly D. Russell		182								
COUNTY COMMISSION 4th District-Seat C	REP	William (Billy) Gribble		142								
	REP	Jerome F. Moon		375								
COUNTY COMMISSION 4th District-Seat C	DEM	Wendy Pitts Reeves		21								
COUNTY COMMISSION 3rd District-Seat A	REP	Steve Samples										
COUNTY COMMISSION 3rd District-Seat B	REP	Mike Caylor										
	REP	Jimmy (Jim) Melton										
COUNTY COMMISSION 1st District-Seat A	REP	Tonya Burchfield										
COUNTY COMMISSION 1st District-Seat B	REP	Shawn K. Carter, Sr.										
COUNTY COMMISSION 1st District-Seat A	DEM	Brandon D. Cook										
COUNTY COMMISSION 1st District-Seat B	DEM	David G. Ballard, Jr.										
COUNTY COMMISSION 8th District-Seat A	REP	Roy Gamble			190						79	63
	REP	James E. Taylor			114						76	101
	REP	John Carlton Templeton			109						83	33
COUNTY COMMISSION 8th District-Seat B	REP	Mike Walker			241						97	122
	REP	Gordon E. Wright, Sr.			164						159	99
COUNTY COMMISSION 5th District-Seat A	REP	Peggy Lambert										
COUNTY COMMISSION 5th District-Seat B	REP	Richard A. Carver										
COUNTY COMMISSION 5th District-Seat B	DEM	Bob Proffitt										
COUNTY COMMISSION 9th District-Seat A	REP	Ronald W. French					217	83	83	152		
COUNTY COMMISSION 9th District-Seat B	REP	Monika Murrell					232	100	92	136		
CITY COMMISSIONER City of Rockford		Joseph C. Birdwell								81		
		Roy E. Lawson								81		

Race	Primary	Candidates	Miser Station	Montvale	Oak View	Pellissippi	Porter	Rockford	Rockford-City	Shooks Gap	Townsend	Walland
		Stephen E. Simon							74			
COUNTY COMMISSION 6th District-Seat A	REP	Steve Hicks										
	REP	Holden Lail										
	REP	Sheri Turner										
COUNTY COMMISSION 6th District-Seat B	REP	Scott Helton										
COUNTY COMMISSION 6th District-Seat A	DEM	Gary Wynn										

Race	Primary	Candidates	Wm Blount High	Wm Blount Academy	Louisville
COUNTY MAYOR	REP	Jerry Cunningham	123	181	89
	REP	Ed Mitchell	218	300	76
COUNTY COMMISSION 2nd District-Seat A	REP	Brad L. Harrison			
COUNTY COMMISSION 2nd District-Seat B	REP	Robert (Mike) Lewis			
COUNTY TRUSTEE	REP	Scott Graves	283	392	130
GENERAL SESSIONS JUDGE Division IV	REP	Robert L. Headrick	267	363	120
SHERIFF	REP	James Lee Berrong	282	382	126
CIRCUIT COURT CLERK	REP	Thomas E. (Tom) Hatcher	272	351	122
COUNTY CLERK	REP	Roy Crawford, Jr.	293	406	134
REGISTER of DEEDS	REP	Phyllis Crisp	283	384	129
ROAD SUPERINTENDENT	REP	Bill Dunlap	285	391	135
COUNTY COMMISSION 10th District-Seat A	REP	Gerald Kirby			128
COUNTY COMMISSION 10th District-Seat B	REP	Kenneth Melton			126
COUNTY COMMISSION 10th District-Seat A	DEM	Tony Webb			10
COUNTY COMMISSION 7th District-Seat A	REP	Jim Folts			
	REP	Steve Hargis			
COUNTY COMMISSION 7th District-Seat B	REP	Tom Cole			
	REP	Tom Greene			
COUNTY COMMISSION 7th District-Seat B	DEM	Linda Jo Dees			
COUNTY COMMISSION 4th District-Seat A	REP	Gary Farmer			
	REP	Jerry L. Harvey			
COUNTY COMMISSION 4th District-Seat B	REP	Mark R. Hasty			

Race	Primary	Candidates	Wm Blount High	Wm Blount Academy	Louisville
	REP	Kimberly D. Russell			
COUNTY COMMISSION 4th District-Seat C	REP	William (Billy) Gribble			
	REP	Jerome F. Moon			
COUNTY COMMISSION 4th District-Seat C	DEM	Wendy Pitts Reeves			
COUNTY COMMISSION 3rd District-Seat A	REP	Steve Samples			
COUNTY COMMISSION 3rd District-Seat B	REP	Mike Caylor			
	REP	Jimmy (Jim) Melton			
COUNTY COMMISSION 1st District-Seat A	REP	Tonya Burchfield			
COUNTY COMMISSION 1st District-Seat B	REP	Shawn K. Carter, Sr.			
COUNTY COMMISSION 1st District-Seat A	DEM	Brandon D. Cook			
COUNTY COMMISSION 1st District-Seat B	DEM	David G. Ballard, Jr.			
COUNTY COMMISSION 8th District-Seat A	REP	Roy Gamble			
	REP	James E. Taylor			
	REP	John Carlton Templeton			
COUNTY COMMISSION 8th District-Seat B	REP	Mike Walker			
	REP	Gordon E. Wright, Sr.			
COUNTY COMMISSION 5th District-Seat A	REP	Peggy Lambert			
COUNTY COMMISSION 5th District-Seat B	REP	Richard A. Carver			
COUNTY COMMISSION 5th District-Seat B	DEM	Bob Proffitt			
COUNTY COMMISSION 9th District-Seat A	REP	Ronald W. French			
COUNTY COMMISSION 9th District-Seat B	REP	Monika Murrell			
CITY COMMISSIONER City of Rockford		Joseph C. Birdwell			
		Roy E. Lawson			

Race	Primary	Candidates	Wm Blount High	Wm Blount Academy	Louisville
		Stephen E. Simon			
COUNTY COMMISSION 6th District-Seat A	REP	Steve Hicks	82	143	
	REP	Holden Lail	157	236	
	REP	Sheri Turner	84	82	
COUNTY COMMISSION 6th District-Seat B	REP	Scott Helton	267	373	
COUNTY COMMISSION 6th District-Seat A	DEM	Gary Wynn	10	21	

RESOLUTION NO. 10-06-015

Sponsored By Commissioners: Gary Farmer and Brad Harrison

A RESOLUTION TO EXTEND AN AGREEMENT BEYOND THE END OF THE CURRENT FISCAL YEAR FOR GOVERNMENT SERVICE AUTOMATION, INC. (GSA)

WHEREAS, the Board of County Commissioners of Blount County, Tennessee has adopted the provisions of Tennessee Code Annotated §5-14-101 et. Seq., known as the County Purchasing Law of 1957; and

WHEREAS, Tennessee Code Annotated §5-14-108(m)(1) states that the County Purchasing Agent is authorized to purchase and contract to purchase materials, supplies, equipment and contractual services on a fiscal year basis, but no commitment shall be made which extends beyond the end of the current fiscal year for which appropriations have been made by the county legislative body, except such commitments as are authorized by resolution of the county legislative body; and

WHEREAS, the Blount County Circuit Court Clerk requested a Request for Proposal be let on this supply and service; and

WHEREAS, the Blount County Circuit Court Clerk has approved a license agreement for certain GSA software programs and related materials for the Blount County Circuit Court for sixty (60) months and the Blount County Purchasing Agent concurs.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 17th day of June, 2010, that a License Agreement with Government Service Automation, Inc. be approved for Blount County, Tennessee.

BE IT FURTHER RESOLVED that this resolution take effect from and after its passage, and that any part of any prior resolution to the contrary is hereby declared null and void, the public welfare requiring it.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____

Vetoed: _____

County Mayor

Date

GSA NON-EXCLUSIVE LICENSE AGREEMENT

GOVERNMENT SERVICE AUTOMATION, INC., having a principal place of business at 500 Church Street, Suite 500, Nashville, Tennessee 37219 ("GSA"), for good and valuable consideration, hereby grants a nonexclusive limited license to Blount County, Tennessee (hereinafter "**Licensee**") to use certain GSA software programs and related materials (hereinafter the "Programs") for the designated processing system of the County (hereinafter the "Hardware"), subject to the following terms and conditions:

1.0 DEFINITIONS

- 1.01 "**Programs**" shall include each software program identified in **Exhibit 1** ("Departments and Users") to this License Agreement, including but not limited to executable modules, user manuals and related documentation, in machine readable or printed form; and any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.02 "**Licensee**" shall mean the County, including but limited to the individual County Departments specifically identified in **Exhibit 1** ("Departments and Users") that are authorized by this License Agreement to use one or more of the Programs.
- 1.03 "**Department**" shall mean a particular specifically identifiable sub-unit of the County, for example, a distinct department, division or physical office of the County; or an independently elected official, or a distinct department, division or physical office operating under that elected official and subject to that elected official's supervision or authority.
- 1.04 "**Department Program**" shall mean the specific programs that a particular Department is authorized to use or access under this License Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 2**.
- 1.05 "**User**" shall mean a particular individual person that is authorized to use or access a particular Department Program under this License Agreement.
- 1.06 "**Number of Access Points**" or "**Access Point Number**" shall mean the number of physical points (workstations or otherwise) from which Users in a particular Department are authorized to access or use a Department Program, as specified in **Exhibit 1**.
- 1.07 "**Number of User IDs**" or "**User ID Number**" shall mean the number of Users in a particular Department that are authorized to use a Department Program under this License Agreement, that is, the number of persons in the Department to which the Department may assign a User ID. Authorizations to use different Department Programs may carry with them authorizations for different Numbers of User IDs specific to each such Department Program, as specified in **Exhibit 1**.

- 1.08 **"Open Records Act"** shall mean the Tennessee Code Annotated Section 10-7-101, *et seq.*
- 1.09 **"Services Agreement"** shall mean the Contract Award by and between Licensee and GSA, of even date herewith, and of which this License Agreement is a part incorporated therein.

2.0 LICENSE

2.01 **Grant of license**

GSA hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Programs identified in **Exhibit 1** ("Departments and Users") hereto and incorporated herein. Each Licensee Department identified in **Exhibit 1** may use the Program modules identified in **Exhibit 1** that are specific to that Department ("Department Programs"), for the number of Users identified in **Exhibit 1** that is specific to that Department for that Department Program, and for the number of Access Points identified in **Exhibit 1** specific to that Department for that Department Program. Each Licensee Department shall use its identified Department Program(s) and related materials in the regular course of its business only, within its normal capacity without abuse, and in the manner contemplated by this License Agreement.

2.02 **Ownership**

All right, title and interest in and to the Programs and related materials are and shall remain vested in, and shall vest solely with, GSA.

2.03 **No alterations or derivative works without consent of GSA**

This License Agreement does not grant Licensee the right to make derivative works or otherwise alter the Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as Licensee's Designee), inspect, work on, improve, reverse engineer, enhance, adapt, or develop the Programs or any of them, in any manner whatsoever (collectively "Alterations"), without express written permission from GSA. Licensee shall not make any replacements or substitutions to the Programs and related materials without the written consent of GSA. Any such replacements or substitutions shall become the property of GSA and subject to this License Agreement unless GSA and Licensee agree otherwise in writing.

2.04 **Ownership of Alterations including derivative works**

If GSA consents to Alterations, including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or Licensee's Designee, Licensee agrees that all right, title and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, shall be works made for hire for GSA if they are of a character that may be recognized as such under applicable law; and if not, that all right, title and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to GSA, and that Licensee shall execute suitable transfer and assignment documents upon request by GSA; or, as appropriate, that Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title and interest in and to the Alterations to GSA, including all proprietary information related to the

Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and/or by Licensee's Designee.

2.04 No removal of proprietary legends or notices

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Programs and related materials.

2.05 Licensee data

Licensee retains all rights to its data. The data shall be exported in an ASCII format, or such other format as is appropriate for Licensee and which GSA is capable of producing; provided, that use of such non-ASCII format does not infringe any rights of GSA or any third party.

2.06 Location of use; no transfer; right of inspection

Each authorized Department may use the Department Program(s) specifically identified to it in **Exhibit 1** solely at the locations and on the computers or other equipment identified in **Exhibit 1**. Neither Licensee nor any Department is authorized under this License Agreement to move the Programs from one computer to another or from one Network to another or to access the Department Programs from a department not identified in **Exhibit 1**, without written permission from GSA. Licensee shall ensure that the Programs and related materials are used only by the authorized Departments, and only at the locations and only on the computers or other equipment authorized. Licensee shall not remove the Programs or related materials to unauthorized locations or install or use them on other computers or equipment, or permit unauthorized Departments to use or access them. GSA shall have the right from time to time, during normal business hours, to enter upon the Licensee's premises where the Programs or related materials are authorized to be located, used or accessed, or for reasonable cause to enter upon other Licensee premises, in order to inspect computer or other equipment at such locations to determine installations, use of or access to the Programs or any of them, or otherwise to observe and to protect GSA's interest; and Licensee shall cooperate in affording GSA such entry and inspection.

2.07 No access by unauthorized persons or entities

Licensee will not permit the Programs or related materials to be used, accessed, inspected, reviewed or viewed either directly or indirectly by any unauthorized person or entity.

2.08 No sublicenses or unauthorized extensions of license

Licensee may not grant sublicenses or other rights in or to the Programs to others, including Departments not expressly identified in **Exhibit 1**, or assign or transfer the license in whole or part, or any rights in or to the Programs, to any third party or other Licensee Department.

2.09 Confidentiality; protection and non-disclosure

Licensee recognizes and agrees that the Programs and related materials and information related to them, are (i) considered by GSA to be trade secrets; (ii) provided to Licensee in confidence; and (iii) the exclusive and proprietary property and information of GSA. Licensee represents and warrants that it will not disclose Programs or any related materials or information to any unauthorized person or entity, including but not limited to third parties, directly or indirectly, without express written authorization from GSA. In the event a request is made for Licensee to disclose Programs or any related materials or information to a third party, Licensee promptly shall give written notice to GSA identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made. GSA shall determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under the Tennessee Open Records Act) (the "Open Records Act") are subject to the provisions of Section 6.04 of this License Agreement.

2.10 GSA right to terminate

GSA shall have the right immediately to terminate this License Agreement should Licensee violate any of its provisions. Such termination shall be effective upon GSA's giving notice to Licensee.

3.0 LICENSEE FEES

The fees for this License Agreement shall be the amounts specified in **Exhibit 1** ("Departments and Users") hereto, to be paid over the term of this License Agreement or otherwise as specified in **Exhibit 1**. Additional Users or Access Points within a Department, additional Departments, and additional Department Programs may result in additional fees, including fees for additional installations or authorizations, and increases in any annual fees.

4.0 TERM AND TERMINATION

4.01 Term

This License Agreement shall have a term that is commensurate with the Contract Period of the Services Agreement. This License Agreement shall come into and be in effect as of the Effective Date of the Services Agreement, and shall terminate automatically, concurrently and immediately upon termination of the Services Agreement for any reason, and without necessity of GSA providing any separate notice to Licensee to effect termination of this License Agreement; this provision is not subject to the notice and cure provisions of Section 10.02 ("Default").

4.02 Obligations survive

Upon termination of this License Agreement, all rights and obligations of the parties shall cease, except Licensee's obligations regarding: confidentiality, including provisions regarding the Open Records Act; return and warranty of complete return of all copies of the Programs and related materials to GSA; assisting GSA in protecting its intellectual

property and in defending against any third party claims of infringement; venue, consent to suit, and choice of laws; attorneys fees and costs; payment of license fees, costs, interest and taxes; limitations of liability; and indemnity, which shall survive termination of this License Agreement.

4.03 Return of Programs

Within ten (10) days of termination of this License Agreement, Licensee shall:

- (a) deliver or cause to be delivered to GSA all copies of Programs and related materials, or any parts thereof, that are in the possession or under the control of Licensee, whether furnished to Licensee by GSA (or on GSA's behalf) or made or created by Licensee or by any third party acting for or on behalf of Licensee; and permanently erase or cause to be permanently erased any such copies that reside on any of Licensee's (including all of Licensee's Departments') computers, servers, or other equipment or storage devices;
- (b) warrant that the original and all copies of Programs and related materials, or of any parts thereof, have been destroyed or returned to GSA. Licensee will provide a signed letter from the Circuit Court Clerk or other authorized and elected official of Licensee verifying that such materials have been destroyed or returned to GSA; and
- (c) turn over to GSA all copies in the possession or under the control of Licensee of any documentation, listings, notes or other written material of any kind ("Licensee Writings") pertaining to the Programs or related materials, whether furnished by GSA or a third party, except for any Licensee data contained in ASCII text files at termination. For the purposes of this provision, "Licensee Writings" include without limitation copies of any such documents or information or other materials however recorded or made, in any medium of recording or storage, including but not limited to written paper documents and documents recorded or stored in electronic form on any device or medium.

4.04 Other bases for termination

Subject to Section 10.02 ("Default"), GSA shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that Licensee (i) fails to pay GSA any sums due hereunder, (ii) fails to observe any of Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this License Agreement.

4.05 GSA right to terminate for infringement claims

GSA reserves the right immediately to terminate this License Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or related materials, or any parts thereof, are asserted against GSA, any relevant GSA licensor, or Licensee or any of Licensee's employees, officers, agents, representatives

or contractors. Such determination shall be in the sole discretion of GSA. Termination on this basis shall be effective on notice in writing to Licensee by GSA, stating the reason for such termination. This Section 4.05 is not subject to the notice and cure provisions of Section 10.02 ("Default").

4.06 Termination cumulative with other rights

The right of termination under this Section 4.0 shall be in addition to any other right or remedy GSA may have at law or in equity.

4.07 Termination concurrent with termination of Services Agreement

Licensee's termination of the Services Agreement according to its terms, which shall cause concurrent termination of this License Agreement, shall be the sole remedy for Licensee for any claim of breach of this License Agreement by GSA asserted by Licensee, except as may be expressly provided elsewhere in this License Agreement.

5.0 PAYMENTS

5.01 Payment due upon invoice

All sums due hereunder shall be payable upon receipt by Licensee of a GSA invoice therefor or as otherwise specified in the Services Agreement. Timely payment in full of fees and other costs when due is a material obligation of the County. Payments are due within thirty (30) days of invoice by GSA, unless otherwise expressly provided in **Exhibit 1** ("Departments and Users") or in the Services Agreement.

5.02 No right to withhold or offset

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of a dispute between GSA and Licensee. Except as specifically provided in this License Agreement, Licensee's obligation to make timely payments under this License Agreement will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Programs or related materials, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Programs or related materials, or relating to the Programs or related materials.

5.03 Manner and mode of payment

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to GSA at its address in Nashville, Tennessee, or at such other address as GSA specifies in the Services Agreement or otherwise in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of GSA's designation.

5.04 Taxes

In addition to the fees or other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state or federal sales, use, excise, privilege taxes, or

other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this License Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"); provided, however, that Licensee shall have no obligation to pay any taxes based on GSA's net income or gross receipts. If such taxes are payable by or levied on GSA, Licensee shall promptly pay such Taxes in full upon notice by GSA or promptly reimburse GSA in full for any such Taxes GSA has paid, upon receipt of an invoice therefor.

6.0 SECURITY/SECRECY

6.01 Duty of nondisclosure

Licensee shall ensure that the Programs and related materials, or any portion thereof, whether written or recorded or stored on magnetic tape, disk or electronic or magnetic memory in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this License Agreement to use, possess, view, review, or otherwise access the Programs or related materials.

6.02 Proprietary, trade secret character of Programs

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Programs and related materials, and expressly agrees as follows:

- (a) To use the Programs and related materials solely at the place(s) of installation specified in this License Agreement.
- (b) To ensure that specific Programs and related materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Program(s);
- (c) To make no unauthorized copies of the Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever (except as is required for reasonable archival or security storage purposes), without prior written consent of GSA;
- (d) To make no unauthorized dissemination of the Programs and related materials;
- (e) To instruct Licensee's elected officials employees, officers, agents or representatives, or any others, having access to the Programs or related materials that they may not copy or disseminate the Programs or related materials, in part or in whole, to unauthorized persons or entities, and that they may not provide access to them to any unauthorized person or entity; and to require compliance with these instructions as a condition of employment.
- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Programs and related materials from unauthorized use or access by persons other than its employees authorized to use the Programs for Licensee's own requirements.

- (g) To reproduce GSA's copyright, trademark or patent notices or marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Programs and related materials on which GSA displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this License Agreement.

6.03 No unauthorized copying, modification, dissemination

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of GSA.

6.04 Tennessee Open Records Act

Licensee and its Departments shall immediately inform GSA in writing (which may include transmission by facsimile or electronic mail) of any request under the Open Records Act for inspection or copying of any of the Programs or related materials. In the event that disclosure is ultimately required, Licensee shall provide, along with the required access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by GSA or by a third party and licensed to GSA, and are protected by the federal Copyright Act and other laws; that recipient is not by virtue of disclosure under the Open Records Act thereby authorized to use, copy, or disseminate the materials without the express written consent of GSA; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could subject the recipient to civil or criminal penalties. This is a material obligation of Licensee, and any failure of Licensee to comply, for whatever reason, is grounds for immediate termination by GSA of this License Agreement. Termination under this Section 6.04 is NOT subject to the provisions of Section 10.02 ("Default") regarding notice and opportunity to cure.

6.05 CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.

Licensee acknowledges that GSA has gone to considerable time and expense to develop the Programs and related materials and that GSA would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Programs or related materials. Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages which would be difficult to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, GSA shall be entitled to equitable relief including but not limited to temporary restraining and permanent injunctions. Licensee also hereby expressly waives any right to require that GSA provide proof of actual or impending actual damage as a prerequisite to GSA obtaining equitable relief.

7.0 LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; INDEMNITY

7.01 LIMITATION OF LIABILITY

GSA'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS LICENSE AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED. IN NO EVENT WILL GSA BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF GSA HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF GSA, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS LICENSE AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR COPYRIGHT INFRINGEMENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY.

7.02 NO WARRANTY

GSA PROVIDES THE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE "AS IS." GSA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS OF USE FOR ANY PARTICULAR PURPOSE. GSA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL BE ACCURATE, UNINTERRUPTED OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY GSA OR GSA PERSONNEL SHALL CREATE ANY SUCH WARRANTY. GSA DOES NOT MAKE ANY WARRANTY THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO RUN OR ACCESS THE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND GSA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, GSA WILL USE ITS BEST EFFORTS TO EVALUATE ANY ISSUES WITH THE PROGRAMS BROUGHT TO ITS ATTENTION BY THE COUNTY AND MAKE RECOMMENDATIONS TO THE COUNTY WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

7.03 Infringement Indemnification

GSA agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Licensee by reason of Licensee's use of the Programs or related materials as delivered by GSA or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this License Agreement and with the applicable terms of the Services Agreement regarding use, dissemination, and copying of the Programs and related materials, access to them, and protection and handling of them; provided, that GSA is promptly given notice in writing by Licensee of any such claim and that GSA has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with GSA in connection with any defense by GSA of such claims or attempt to settle such claims. Failure of Licensee to provide such assistance shall be a material breach of this License Agreement, for which GSA shall have the right immediately to terminate this License Agreement. GSA shall not be obligated to defend such claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims, but shall bear its own costs of such participation and its costs to assist GSA. GSA shall have the sole right to determine the defenses of such claims concerning its intellectual property, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 Term subject to appropriation

Except as provided in this License Agreement for earlier termination, this License Agreement shall continue in force for its normal term as set forth in Section 4.01, subject to the following limitation: The term of this License Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein.

8.02 Termination for non-appropriation

In the event funds for this License Agreement are or become unavailable due to non-appropriation, this License Agreement will thereupon terminate without penalty to or further obligation hereunder of either party, as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

8.03 Licensee certification of funding; Licensee notice of non-appropriation

Licensee certifies that it has available funds for payment of this License Agreement during the initial fiscal year of the Licensee in the term of this License Agreement. Further, Licensee agrees that it will notify GSA at least ninety (90) days prior to the end of any current fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this License Agreement is not terminated pursuant to this section, then on or before fifteen (15) days before the beginning of each Licensee fiscal year during the term of this License Agreement, Licensee shall provide written certification that adequate funds

have been appropriated by it for the payment in full required under this License Agreement for the coming fiscal year.

9.0 REPRESENTATIONS

9.01 Status of Licensee; authority to make agreement; compliance with state law

Licensee represents, covenants and warrants that it is a county of the State of Tennessee; and that as county of that state it is a public body, corporate and politic and is authorized by the Constitution and other laws of the State of Tennessee to enter into the transactions contemplated by this License Agreement and to carry out its obligation hereunder. Licensee further represents, covenants and warrants that it has complied with all procedures so that this License Agreement is enforceable under the laws of the State of Tennessee, and that Licensee has complied with all applicable bidding requirements, or has come within the scope of appropriate exceptions to the competitive bidding requirements applicable to Licensee.

9.02 Disclaimer of reliance on other understandings or practices

Each party represents and warrants to the other party that, in entering into and performing its obligations under this License Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 REMEDIES

10.1 Equitable Relief

Licensee agrees that because of the unique nature of the Programs and related materials, irreparable harm will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate for such harm and that injunctive relief will be an appropriate remedy to enforce the provisions of the License Agreement, including as provided in Section 6.05 ("Consent to Injunction").

10.2 Default

Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

- (a) Failure to pay when due any payment under this License Agreement or the performance of any obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this License Agreement;
- (c) False or misleading representations or warranties as to Licensee's status and the current year's appropriations of funds for this License Agreement made or given by Licensee; and

- (d) Any reduction in the value of the Programs and related materials caused by any act of Licensee that imperils the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this License Agreement, GSA has the right immediately to terminate this License Agreement upon the occurrence of any event of Default as specified above, and upon Licensee's failure to remedy such Default within a period of twenty (20) days after notice by GSA to the County Official executing this License Agreement on behalf of the County of such Default, GSA shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this License Agreement, and enter the premises of Licensee and take possession of the Programs and related materials and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment;
- (ii) Take whatever action at law or in equity GSA in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement or covenant of Licensee under this License Agreement and to recover its attorneys' fees and costs associated therewith; and
- (iii) Seek any other relief to which GSA may be entitled at law or in equity.

11.0 MISCELLANEOUS

11.01 Assignment

Licensee's rights in and to the Programs and related materials may not be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without GSA's prior written consent and the execution of a new License Agreement.

11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this License Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to GSA:

Government Service Automation, Inc.
500 Church Street, Suite 500
Nashville, Tennessee 37219
Fax: (615) 256-5695

If to County:

Blount County Circuit Court Clerk
Attn: Tom Hatcher
928 East Lamar Alexander Parkway
Maryville, Tennessee 37804
Fax: (865) 273-5481

11.03 Severability

In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

11.04 Entire agreement; modification

Reference is made to the Services Agreement, recognizing that it governs GSA's provision of certain data processing services to Licensee which utilize or require the use of the Programs, and that this License Agreement is a part thereof. This License Agreement is the entire agreement between the parties concerning the licensing of the Programs, and supersedes all oral or written proposals or understandings concerning such licensing. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the license order form and this License Agreement shall be resolved such that the terms and conditions of this License Agreement have precedence. No purchase order or other document of Licensee or any Department unilaterally issued or presented shall have the effect of creating a conflict with or a variance of the terms of this License Agreement.

11.05 Actions

In the event of litigation arising out of this License Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred, including a reasonable attorney's fee.

11.06 Governing Law

This License Agreement shall be governed by and enforced in accordance with the laws of the State of Tennessee and Federal law, without giving effect to its choices of law principles.

11.07 Confidentiality

Each party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other that may be acquired or provided in the course of performance of this Agreement. Each party shall promptly notify the other in writing of any discovered compromise of such confidentiality. The County shall use utmost care to ensure that no unauthorized copies of or access to software and other intellectual property provided by GSA is obtained by unauthorized persons.

11.08 No waiver of rights

No term or provision of this License Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this License Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below represents that he or she has read this License Agreement in its entirety; understands its terms; is duly authorized to execute this License Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such Party that such party will be bound by those terms.

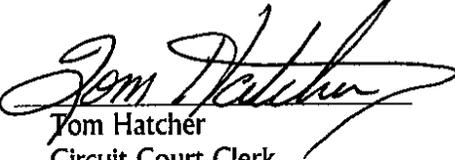
Executed the dates written below, to be effective as of June 15, 2010 (the "Effective Date").

**GOVERNMENT SERVICE AUTOMATION,
INC.**

By: 
Robert E. Jordan, President

Date: June 3rd ~~May~~ 2010

BLOUNT COUNTY, TENNESSEE

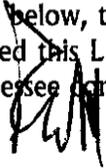
By: 
Tom Hatcher
Circuit Court Clerk

Date: June 3 ~~May~~, 2010


Teresa Johnson
Purchasing Agent
June 3, 2010

AUTHORIZATION FROM THE COUNTY ATTORNEY FOR LICENSEE

By the signature below, the County Attorney of Blount County represents that he has read, understood and approved this License Agreement as to form and substance, and is satisfied that it complies with any Tennessee constitutional or statutory requirements.

By: 
Robert N. Goddard
Title: Blount County Attorney

Date: May 2 ~~May~~, 2010
June

EXHIBIT 1

DEPARTMENTS AND USERS

Re: License Agreement between Government Service Automation, Inc. ("GSA") and Blount County, Tennessee.

The Licensee Departments identified in this Exhibit 1 shall be authorized to use the specific Department Program(s) identified in this Exhibit 1, and each such Department Program shall have the authorized number of Users ("User Number") specified in this Exhibit 1, and up to the Number of User IDs authorized herein. The FEES applicable to each such Department Program for the specified User Number are stated below.

<u>DEPARTMENT</u>	<u>DEPARTMENT PROGRAM(S)</u>	<u>USER ID NUMBER¹</u>	<u>ACCESS POINT NUMBER²</u>	<u>FEE</u>
Circuit Court Clerk	Court Pro	50	50	\$6,000/mo.

**** FEES and payments requirements are as stated in the Data Processing Services Agreement.**

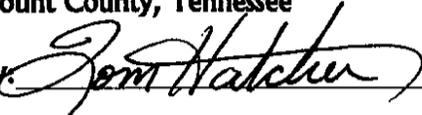
¹ Maximum number of User IDs authorized to be assigned by Department for particular Department Program.

² Maximum number of Access Points authorized for the Department for the particular Department Program.

Additional Departments or Department Programs, or increases in the number of Access Points or User IDs authorized for a particular Department Program, will result in increased license and other fees.

Unless otherwise expressly provided in this Exhibit 1, the Fees are due and payable by Licensee to GSA at GSA's Nashville, Tennessee offices (or at such other place for payment stated in the Services Agreement or as otherwise designated in writing by GSA from time to time) by 5:00 p.m. Nashville time on the date stated, or, if that day is a weekend or holiday, on the next business day. Payment shall be in U.S. Dollars, by check drawn on Licensee's account, wire transfer, certified check or postal money order. Payments received by GSA after the due date and time shall be subject to interest on overdue amounts at the rate specified in the License Agreement. Unless otherwise expressly provided in this Exhibit 1, the Fees stated herein are in addition to any other called for in the companion Data Processing Services Agreement. If there is an inconsistency between words and numbers, the words control.

Blount County, Tennessee

By: 

Name: Tom Hatcher
Title: Circuit Court Clerk

Government Service Automation, Inc.

By: 

Name: Robert E. Jordan
Title: President

Jeresa Johnson
Purchasing Agent

EXHIBIT 2
SCOPE OF SERVICES

Blount County, Tennessee:

Term:

Start date: June 15, 2010
End date: June 15, 2015

Services: "Court Pro Program" installation

- (1) GSA's "Web Tool Kit Application Program" installation with initial installation services and training; and
- (2) Application software support, including one (1) annually updated release of subject software.

Users and Access Points:

Number of authorized Department Access Points: Fifty (50)

Number of authorized User IDs: Fifty (50)

Annual Review:

Each year, GSA will hold an annual Advisory Meeting to discuss performance, new software features and/or enhancements, to identify any improvements, modifications or enhancements. Based on those discussions, GSA will identify improvements, modifications and/or enhancements it will seek to make to the licensed applications over the next year in new software releases.

Payment:

Payment shall be delivered to:

Government Service Automation, Inc.
500 Church Street, Suite 500
Nashville, Tennessee 37219

Payment is due within thirty (30) days of invoice by GSA to the address set forth above or at such other address as GSA may designate in writing from time to time.

County Responsibilities:

County shall provide suitable equipment, maintenance, support, repair, replacement, database, network, support, telecommunications and capacity, equipment and procedures for GSA remote access, security policy and implementation for equipment, networks and other systems, related infrastructure, training facilities and suitable site and site maintenance as well as any other needs as specified by GSA.

County shall bear the cost and provide, install, maintain, repair and replace equipment and systems owned or maintained by the County, including:

Systems:

- Network
- Telecommunications
- Remote access

Environment:

County is responsible to ensure that all computer devices or other equipment required by GSA are provided and located in a suitable environment and the County shall bear the cost for providing and maintaining such site.

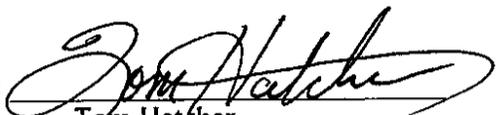
- Servers and CPUs shall have isolated, dedicated and grounded 110-volt clean power with nothing else on that circuit, and appropriate surge protection.
- All computers, terminals, printers, switches and other equipment require ground office power with only other office equipment on their circuit.
- The physical environment of the site for the CPU/server, including any temperature and humidity controls applicable to computers, servers or other equipment, shall be in strict compliance with the manufacturer's requirements.
- The site shall be secure and access shall be limited to authorized personnel. County will ensure that access to CPU/servers and other equipment is strictly limited to authorized GSA and County personnel.
- Prior to authorizing installation of computer equipment, it is recommended that an engineering evaluation of the outlets in question be conducted.

Fees Schedule:

Documented out-of-pocket travel expenses incurred by GSA personnel for installation of Court Pro.

Fees are in addition to any other License Fees or other fees required for services.

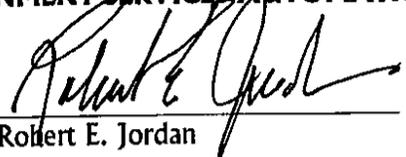
BLOUNT COUNTY, TENNESSEE

BY: 
Tom Hatcher

TITLE: Circuit Court Clerk

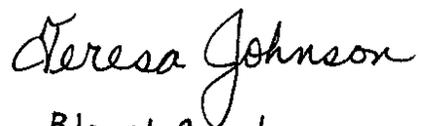
DATE: June 3, 2010

**GOVERNMENT SERVICES AUTOMATION
INC.**

BY: 
Robert E. Jordan

TITLE: President

DATE: June 3 2010


Blount County
Purchasing Agent
June 3, 2010



BLOUNT COUNTY

Office Of The County Clerk

345 COURT STREET, MARYVILLE, TENNESSEE 37804-5906

Roy Crawford, Jr.
County Clerk

Telephone (865) 273-5800
Fax (865) 273-5815

June 17, 2010

Blount County Commission
Blount County Courthouse
Maryville, TN 37804

Dear Commission Members:

Due to an audit by the State of Tennessee, IMBS, INC. is due a refund. The state has determined that the taxpayer is entitled to a refund because business tax was paid on non-taxable receipts. The request for refund was filed in our office on June 9, 2010.

The amount received by our office for tax period 07/01/08 to 06/30/09, was \$ 40,747.00. Of this amount, we remitted \$ 19,727.38, to Tennessee Dept. Of Revenue. We respectfully request the commission approve a refund in the amount of \$ 21,019.62, to reimburse them for their overpayment of county business taxes.

Please mail their refund check to:

HCFS, INC. f/k/a IMBS, INC.
1900 Winston Road, Suite 300
Knoxville, TN 37919

A handwritten signature in black ink, appearing to read "Roy Crawford, Jr.", written over a horizontal line.

Roy Crawford, Jr.
Blount County Clerk

A handwritten signature in black ink, appearing to read "Deborah Justice", written over a horizontal line.

Deborah Justice
Business Tax Supervisor

FAX COVER SHEET

TEAMHealth.

1900 Winston Road, Suite 300- Knoxville, TN 37919
p(800)818-1498 - (865)693-1000 -
f(865)985-7429
www.teamhealth.com

Date: June 9, 2010

No. of pages, (including this cover page): 2

To: Debbie Justice

From: Elizabeth Chan

Company: Blount County Clerk Office

Company: HCFS Health Care Financial Services, Inc.

Fax number: 865-273-5815

Fax number: _____

RE: Business Tax Act License and Tax Report for the period 7/1/2008 - 6/30/2009

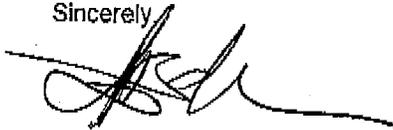
Dear Ms. Justice,

The taxpayer (HCFS Health Care Financial Services, Inc. f/k/a IMBS, Inc. Acct # 12761) is currently being audited by the Tennessee Department of Revenue. Regarding the business tax, it has been concluded that exemption applies to the taxpayer's business pursuant to Tenn. Code Ann. Sec. 4-708-(a)(3)(C)(viii). Please see attached for the information as provided by the auditor. Our tax auditor is Karen Simpson (ID number DG07123).

Please accept this fax as the request to refund the business tax paid for the period 7/1/2008 - 6/30/2009 in the amount of \$40,747.

Your assistance in this matter is appreciated. Please let me know if you have any questions at 865-293-5285.

Sincerely,



Elizabeth Chan
Senior Tax Manager

STATE OF TENNESSEE
REVENUE AUDIT PROGRAM

BUSINESS TAX EXAMINATION

- a. Determined if business is liable for business tax. City, County
- b. Is taxpayer registered for business tax? City, County
- c. If delinquent, asked taxpayer if they have received a delinquent notice from a collection agency Not Applicable
- d. Business classification was correct Yes
- e. Reported tax rate was correct Yes
- f. Reviewed all revenue accounts to determine if properly included in line 1 No Discrepancy
- g. Verified exempt sales No Discrepancy
- h. Verified wholesale sales and percentage of wholesale to total sales Not Applicable
- i. Verified any credits claimed for personal property tax No Discrepancy.
- j. Are any credits due from the state? No
- k. Credits are due from City, County
- l. Discussed Preliminary findings with taxpayer on date _____

Specific explanation of Business tax discrepancies and audit procedures.

The taxpayer has filed business tax returns in both Blount County and the City of Alcoa as a class 3 taxpayer. They reported as taxable receipts income from contracts where work was done at the Alcoa location.

All receipts at this location are for coding and billing of medical charges. It was determined that medical coding and billing are exempt as billing services, SIC 8721. The medical coding is a part of the billing process for billing the insurance companies. Exemption for the billing services is pursuant to Tenn. Code Ann. Sec. 4-708-(a)(3)(C)(viii) which exempts accounting, auditing and bookkeeping services.

It was determined that the taxpayer is entitled to a refund because business tax was paid on non-taxable receipts. A claim for refund was prepared based on the known facts for the amount of refundable business tax for the period of this audit.

The business tax year ending 6/30/09 was not included because the taxpayer may seek a refund of the tax from the local authorities to which the tax was paid.