

**AGENDA**  
**BOARD OF COMMISSIONERS AGENDA COMMITTEE MEETING**  
**TUESDAY, JULY 8, 2014, 6:30 P.M.**  
**Room 430, Blount County Courthouse**

- A. ROLL CALL.**
- B. SETTING OF AGENDA.**
- C. PUBLIC INPUT ON ITEMS ON THE AGENDA.**
- D. APPROVAL OF AGENDA COMMITTEE MINUTES:**
  - 1. June 10, 2014 meeting.
- E. ITEMS FOR CONSENT CALENDAR.**
  - 1. Resolutions for special recognitions.
    - a. Proclamation Honoring John Keller. (County Mayor)
  - 2. Appointments:
    - a. Sheriff's Merit Board – Ron Dunn. (Jerome Moon)
    - b. Blount County Public Library Board of Trustees – Mary Beth West. (Jerome Moon)
- F. UNFINISHED BUSINESS.**
- G. NEW BUSINESS:**
  - 1. Budget transfers.
  - 2. Budget increases/decreases.
  - 3. Other budget/purchasing items.
  - 4. Report from Highway Department regarding State Aid for Middlesettlements Bridge and Flats Road. (Bill Dunlap) (Information only)
- H. ANNOUNCEMENTS AND STATEMENTS.**
- I. PUBLIC INPUT ON ITEMS NOT ON THE AGENDA.**
- J. ADJOURNMENT.**



**STATE OF TENNESSEE  
COUNTY OF BLOUNT**

**BE IT REMEMBERED** that a meeting of the Agenda Committee of the Blount County Board of Commissioners was held on Tuesday, June 10, 2014 at 6:30 pm at the courthouse in Maryville, Tennessee.

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

Tonya Burchfield - absent	Roy Gamble - absent	Peggy Lambert - present
Tab Burkhalter - present	Tom Greene - absent	Mike Lewis - present
Rick Carver - present	Brad Harrison - absent	Kenneth Melton - present
Mike Caylor - present	Mark Hasty - present	Jerome Moon - present
Gary Farmer - present	Scott Helton - absent	Monika Murrell - absent
Jim Folts - present	Gerald Kirby - present	Steve Samples - present
Ron French - present	Holden Lail - present	Gordon Wright, II - present

There were 15 present and 6 absent. Chairman Burkhalter declared a quorum to exist. Scott Helton, Tonya Burchfield, Roy Gamble, and Tom Greene arrived after the roll was taken. The following proceedings were held to-wit:

**IN RE: SETTING OF AGENDA.**

Commissioner Lambert made a motion to set the agenda. Commissioner Farmer seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: MINUTES OF MAY 6, 2014 MEETING.**

Commissioner Moon made a motion to approve the minutes. Commissioner Lambert seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: APPOINTMENT OF BRIAN KING TO THE BOARD OF ZONING APPEALS and  
APPOINTMENT OF DR. DAVID KNOLL TO THE BOARD OF HEALTH.**

Commissioner Lambert made a motion to send the items to the agenda of the June County Commission meeting. Commissioner Caylor seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: DISCUSSION REGARDING TRAFFIC PATTERNS AT THE INTERSECTION OF FREELS ROAD AND OLD GREY RIDGE ROAD.**

Commissioner Kirby made a motion to discuss the item. Commissioner Moon seconded the motion.

As the item was for information only, no action was taken.

**IN RE: BUDGET TRANSFER – GENERAL COUNTY FUND - \$35,312.50.**

Commissioner Moon made a motion to send the item to the consent calendar of the June County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: BUDGET TRANSFER – DRUG COURT - \$11,100.00.**

Commissioner Lambert made a motion to send the item to the agenda of the June County Commission meeting. Commissioner French seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: BUDGET TRANSFER – HIGHWAY FUND - \$80,815.00.**

Commissioner Moon made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Samples seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: BUDGET TRANSFER – DEBT SERVICE FUND - \$14,575.00.**

Commissioner Samples made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Lewis seconded the motion.

A vote was taken on the motion:

Burchfield - absent	Farmer - yes	Greene - absent	Kirby - yes
Burkhalter - yes	Folts - yes	Harrison - absent	Lail - yes
Carver - yes	French - yes	Hasty - yes	Lambert - yes
Caylor - yes	Gamble - absent	Helton - yes	Lewis - yes

Melton - yes                      Murrell - absent                      Wright - yes  
 Moon - yes                      Samples - yes

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET – \$10,000.00.**

Commissioner Moon made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Caylor seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET – \$372,493.00.**

Commissioner Lambert made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: RESOLUTION TO AMEND GENERAL PURPOSE SCHOOLS BUDGET - \$345,148.00.**

Commissioner French made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Moon seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: RESOLUTION TO RECOMMIT FUND BALANCE PREVIOUSLY DESIGNATED FOR SELF-INSURANCE TO CAPITAL PROJECTS.**

Commissioner Moon made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Lewis seconded the motion.

Commissioner Lewis made a motion to amend the resolution to change \$982,507 to \$987,507. Commissioner Carver seconded the motion.

A vote was taken on the motion to amend:

Burchfield - absent	Folts - yes	Hasty - yes	Lewis - yes
Burkhalter - yes	French - yes	Helton - yes	Melton - yes
Carver - yes	Gamble - absent	Kirby - yes	Moon - yes
Caylor - yes	Greene - absent	Lail - yes	Murrell - absent
Farmer - yes	Harrison - absent	Lambert - yes	Samples - yes

Wright - yes

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to amend to have passed.

A vote was taken on the motion as amended:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - no
Carver - yes	Greene - absent	Lambert - yes	Wright - no
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - no	Helton - yes	Moon - yes	

There were 13 voting yes, 3 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: RESOLUTION SETTING TAX RATE FOR THE YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE 30, 2015.**

Commissioner Samples made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Carver seconded the motion.

Commissioner Folts raised points of order regarding the accuracy of the public notice and that the public hearing was held after the Budget Committee instead of before as required by law.

Commissioner Folts made a motion to forward the resolution back to the Budget Committee. Chairman Burkhalter ruled that the motion failed due to lack of a second.

Commissioner Folts made a motion to lay the resolution on the table until we get clear numbers. Chairman Burkhalter ruled that the motion failed due to a lack of a second.

Commissioner Moon made a motion that items G – 4-i and G-4-ii be moved to the table. Commissioner Helton seconded the motion.

A vote was taken on the motion to table:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - no	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 15 voting yes, 1 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to table to have passed.

**IN RE: RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE BLOUNT COUNTY HIGHWAY DEPARTMENT AND THE CITY OF FRIENDSVILLE and RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE BLOUNT COUNTY HIGHWAY DEPARTMENT AND THE CITY OF TOWNSEND.**

Commissioner French made a motion to send the items to the agenda of the June County Commission meeting. Commissioner Moon seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: RESOLUTION BY THE BLOUNT COUNTY COMMISSION PURSUANT TO TENNESSEE CODE ANNOTATED SECTION 54-10-216 TO CLOSE AND VACATE AN ABANDONED ROAD BED AND RIGHT-OF-WAY ACROSS PARCEL 44.00 OF BLOUNT COUNTY TAX MAP 4.0 AT THE INTERSECTION OF BURNETT STATION ROAD AND CHAPMAN HIGHWAY IN BLOUNT COUNTY, TENNESSEE.**

Commissioner French made a motion to send the item to the agenda of the June County Commission meeting. Commissioner Folts seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: SETTING OF PUBLIC HEARING REGARDING A RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, ADDING NEW REQUIREMENTS FOR COMMERCIAL CAMPGROUNDS AND RECREATION VEHICLE PARKS, AND ALLOWING SUCH AS SPECIAL EXCEPTION WITH SPECIFIC LIMITATIONS IN THE R-1-RURAL DISTRICT 1 AND R-2-RURAL DISTRICT 2 ZONES, AND APPLYING SAME REQUIREMENTS IN THE S-SUBURBANIZING ZONE.**

Commissioner Moon made a motion to send the item to the agenda of the June County Commission meeting to set a public hearing for August 12. Commissioner Lail seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - no
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 15 voting yes, 1 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: RESOLUTION DELEGATING THE AUTHORITY OF THE BLOUNT COUNTY LEGISLATIVE BODY TO ALLOCATE SPACE WITHIN COUNTY-OWNED BUILDINGS TO THE BLOUNT COUNTY MAYOR.**

Commissioner Lambert made a motion to send the item to the agenda of the June County Commission meeting. Commissioner French seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - yes	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: RESOLUTION SETTING TAX RATE FOR THE YEAR BEGINNING JULY 1, 2014, and ENDING JUNE 30, 2015 AND RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF BLOUNT COUNTY, TENNESSEE, FOR THE YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE 30, 2015.**

Commissioner Moon made a motion to remove the items from the table. Commissioner Helton seconded the motion.

A vote was taken on the motion:

Burchfield - absent	Caylor - yes	French - yes	Harrison - absent
Burkhalter - yes	Farmer - yes	Gamble - absent	Hasty - yes
Carver - yes	Folts - yes	Greene - absent	Helton - yes

Kirby - yes	Lewis - yes	Murrell - absent
Lail - yes	Melton - yes	Samples - yes
Lambert - yes	Moon - yes	Wright - yes

There were 16 voting yes, 0 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the motion to have passed.

Commissioner Folts raised points of order regarding whether the public hearing conformed to the law and the numbers of employees published in the legal notice of the budget.

Commissioner Moon made a motion to recess until 12:00 noon on June 13. Commissioner Samples seconded the motion.

A vote was taken on the motion:

Burchfield - absent	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - absent	Lail - yes	Samples - yes
Carver - yes	Greene - absent	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - no	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 15 voting yes, 1 voting no, 0 abstaining, and 5 absent. Chairman Burkhalter declared the meeting to the recessed until 12:00 noon on Friday, June 13.

Chairman Burkhalter reconvened the meeting at 12:00 noon on Friday, June 13, 2014.

Commissioner Moon made a motion to refer the resolution setting tax rate for the year beginning July 1, 2014, and ending June 30, 2015; and the resolution making appropriations for the various funds, departments, institutions, offices and agencies of Blount County, Tennessee, for the year beginning July 1, 2014, and ending June 30, 2015 back to the Budget Committee. Commissioner Helton seconded the motion.

Finance Director Randy Vineyard informed the Commission that in tomorrow's paper a new publication notice of the budget will be posted and that a call for a new public hearing for June 23 at 5:30 and there will be a special called meeting of the Budget Committee that will follow immediately after that. In addition, there will be a call for a special meeting of County Commission for consideration of the two items for 6:00 pm on June 30.

A vote was taken on the motion:

Burchfield - yes	French - yes	Kirby - yes	Murrell - absent
Burkhalter - yes	Gamble - yes	Lail - absent	Samples - yes
Carver - yes	Greene - yes	Lambert - yes	Wright - yes
Caylor - yes	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - yes	Helton - yes	Moon - yes	

There were 17 voting yes, 0 voting no, 0 abstaining, and 4 absent. Chairman Burkhalter declared the motion to have passed.

**IN RE: ADJOURNMENT.**

Commissioner Lambert made a motion to adjourn the meeting. Commissioner Helton seconded the motion.

Commissioner Folts raised a point of order that there is an item on the agenda for public input on items not on the agenda and that the committee has not had that.

Chairman Burkhalter ruled that the committee has a published agenda that was set by the body. A motion to adjourn is not a debatable item, but the body can entertain at any time a motion to adjourn regardless if the approved agenda has been set. Therefore the committee can have a vote for adjournment without the full agenda being completed if it is the desire of the body.

A vote was taken on the motion to adjourn:

Burchfield - no	French - no	Kirby - yes	Murrell - absent
Burkhalter - no	Gamble - yes	Lail - yes	Samples - no
Carver - yes	Greene - no	Lambert - yes	Wright - no
Caylor - no	Harrison - absent	Lewis - yes	
Farmer - yes	Hasty - absent	Melton - yes	
Folts - no	Helton - yes	Moon - yes	

There were 10 voting yes, 8 voting no, 0 abstaining, and 3 absent. Chairman Burkhalter declared the motion to have failed.

Following announcements and statements, Commissioner Melton made a motion to adjourn the meeting.

Chairman Burkhalter declared the meeting to be adjourned.

**RESOLUTION NO. 14-07-002**

**Sponsored by Commissioners Tonya Burchfield, Mike Caylor, Roy Gamble, Gerald Kirby, Steve Samples, and Mayor Ed Mitchell**

**A PROCLAMATION RECOGNIZING MR. JOHN KELLER, BLOUNT COUNTY FARMER AND LIFELONG RESIDENT, FOR HIS MANY ACHIEVEMENTS AND SERVICE TO THE AGRICULTURAL COMMUNITY OF BLOUNT COUNTY AND HIS BEING NAMED *TENNESSEE FARMER OF THE YEAR*.**

**BE IT PROCLAIMED**, by the Board of Commissioners of Blount County, Tennessee, in session assembled this 17th day of July, 2014:

**WHEREAS**, in 1964, upon graduation from the University of Tennessee, John Keller returned home to farm with his father, the late Earl Keller; and, with a vision for improving the farming enterprises, John began to take over the day-to-day management of Kelmont Farms; and

**WHEREAS**, in 1966, John Keller, along with his new bride Susan and mentors Earl Keller and father-in-law Ivan Hitch, began expansion of Kelmont Farms through additional enterprises and later additional acreage; and

**WHEREAS**, John Keller has been an ardent supporter and demonstrator of farm conservation practices through implementation of recommended tillage practices since 1966, and that same year, was one of the first to raise no-till soybeans in Tennessee; and, in 1980, was recipient of the *Conservation Farmer of the Year* award presented by the Blount County Soil Conservation District; and

**WHEREAS**, Mr. Keller has served the local Blount County agricultural community through his service as a board member and/or officer of the Blount County Farm Bureau (member since 1966), Foothills Farmers Co-operative, Blount County Livestock Association, and as a volunteer/supporter of the Blount County 4-H; and

**WHEREAS**, on the state and national level, John Keller has been actively engaged in the Tennessee Farm Bureau Federation, Tennessee Soybean Association, Tennessee Cattlemen’s Association, University of Tennessee Institute of Agriculture, Southern Soybean Research Program and many other producer related organizations, and while serving as a member and/or director, improved the quality of life for his fellow farmers, as well as the general improvement of the agriculture industry; and

**WHEREAS**, more recently, in 2014, he was named *Tennessee Farmer of the Year* by the University of Tennessee Institute of Agriculture; and, in this capacity, Mr. Keller will represent Tennessee at the *Swisher Sweets/Sunbelt Expo Southeastern Farmer of the Year* competition at the Sunbelt Expo in Moultrie, Georgia during October of this year; and

**WHEREAS**, Mr. John Keller, along with his family, celebrates 50 years of the Kelmont Farms and their achievements as a family farm in Blount County.

**NOW, THEREFORE, BE IT PROCLAIMED** by Ed Mitchell, Mayor of Blount County, Tennessee, and the Blount County Board of Commissioners, meeting in regular session on this 17th day of July, 2014, that the service of John Keller to our agricultural community is sincerely appreciated and is hereby recognized, and all citizens of Blount County are encouraged to join with us in honoring him and congratulating him for his many achievements.

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_

Commission Chairman

County Clerk

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_

County Mayor

Date

**From:** Jeff French  
**Sent:** Tuesday, June 17, 2014 2:26 PM  
**To:** Rhonda Pitts  
**Subject:** <no subject>

Rhonda,

Sheriff Berrong would like to submit Ron Dunn for the merit board to take Jerry Marrow's spot.

Thank you,

Jeff



## **Chief Ron Dunn Biography**

Chief Ron Dunn has devoted his entire adult life to the service of his country, county, city, and community. With pleasure, he served for more than 39 years in the law enforcement. He enjoys working with people, and considers it a true privilege to serve the community in which he grew up.

Professional Experience: 39 years of law enforcement experience:

- 4 years military police (USAF) as an entry controller, patrol officer, desk sergeant, military working dogs.
- 6 years Blount County Sheriff's Office in corrections, dispatcher, patrol deputy
- 11 years City of Maryville Police Department as a patrolman, detective, patrol sergeant, detective lieutenant
- 18 years Blount County Sheriff's Office as a major serving as Transition Coordinator from old Courthouse to the new Blount County Justice Center, assistant chief deputy for support services, Chief Deputy to Sheriff James L. Berrong

Education and Training:

- Maryville High School (1975)
- A.S. in Criminal Justice, University of State of New York
- USAF Law Enforcement Training Academy
- Airbase Ground Defense (Combat Training)
- Tennessee Law Enforcement Training Academy
- National Institute of Corrections
- FBI National Academy

Interests and Hobbies:

- Outdoors activities – gardening, old tractors, with an interest as a part-time farmer

Family:

- Married to wife Pam
- One son, Tony, who works at DENSO
- Proud Pap-paw of two boys – Matthew and Michael

LAW ENFORCEMENT

CIVIL SERVICE MERIT SYSTEM

PRIVATE ACTS OF 1972

CHAPTER 332

SECTION 1. All counties having a population of not less than sixty-three thousand and seven hundred (63,700) nor more than sixty-three thousand eight hundred (63,800) inhabitants according to U. S. Census of population of 1970 or any subsequent U. S. Census of population may establish merit system for employees of the office of sheriff of such counties.

SECTION 2. The merit system to which this Act shall apply shall be the classified service which includes all positions and salaried employees in the office of sheriff except the sheriff, his chief deputy, jail cook, bookkeeper and his personal secretary, unless such secretary is deputized as a deputy sheriff.

SECTION 3. There is hereby created a merit service board composed of five (5) members selected by the Quarterly County Court to administer the provisions of this Act.

SECTION 4. The terms of the members shall be three (3) years; provided, however, that the initial appointment shall be as follows:

- (a) Two (2) members for one (1) year.
- (b) Two (2) members for two (2) years.
- (c) One (1) member for three (3) years.

All appointments thereafter shall be for three-year terms. A member shall be eligible to reappointment.

SECTION 5. All members of the board must be over twenty-one (21) years of age; of good moral character; a citizen of the United States and the State of Tennessee and must reside in the county.

SECTION 6. The members of the board shall receive such compensation as may be determined by the Quarterly County Court.

SECTION 7. The board shall designate one of its members to serve as chairman of the board. The sheriff shall appoint one of his employees to be personnel officer. The personnel officer shall be the keeper of the personnel records of employees under the provisions of this Act and shall serve as secretary of the merit service board.

SECTION 8. The merit service board as a body shall have the power:

- (a) To adopt and amend rules and regulations for the administration of this Act.
- (b) To make investigations concerning the enforcement and effect of this Act and to require observance of the rules and regulations.
- (c) To hear and determine appeals and complaints respecting the administration of this Act.
- (d) To establish and maintain a roster of all employees of the classified service in the office of the sheriff showing their positions, rank, compensation and places of residence.
- (e) To ascertain and record the duties and responsibilities pertaining to all positions in the classified service and to classify such positions in the manner hereinafter provided.
- (f) Except as otherwise provided in this Act to formulate and hold competitive tests to determine the qualifications of persons who seek employment in any position, and as a result of such tests, establish employment lists of eligibles for the various positions.
- (g) To establish records of the performance and a system of service ratings to be used to determine promotions, the order of lay-offs or reduction of force and the order or re-employment to assist in the determination of dismissal for cause and for other purposes.
- (h) To provide for part-time and temporary positions and appointments and to establish rules defining and governing such positions; provided, however, that no temporary position shall be more than three (3) months.
- (i) To keep any other records as may be necessary for the administration of this Act.

SECTION 9. The board shall, as soon as practical after this Act becomes operative, adopt a classification plan and make rules and regulations for its administration. The classification plan shall state for each class of positions, a class title, and the duties, authorities, responsibilities and character of work required for each position. Each class of positions may be subdivided, and classes may be grouped and ranked in such manner as is deemed appropriate. The board shall determine the requirements of each position and class thereof as to education, experience, capabilities, knowledge and skill. As far as practical, the probable lines of promotion to and from the classes of position shall be indicated.

SECTION 10. The board may, upon request and advice of the sheriff, create new positions or combine, alter or abolish existing positions in such manner as the board, acting with the advice of the sheriff, deems necessary for the effective operation of the office of sheriff; provided, however, that no position in the classified service shall be abolished except upon approval of the board acting in good faith upon the advice of the sheriff.

SECTION 11. The board shall formulate reasonable rules governing the granting of leaves of absence to members of the classified service in good standing. The board shall request the recommendation of the sheriff upon any request of leave of absence before acting thereon and shall be guided by the requirements of the adequate law enforcement and operational efficiency of the office of sheriff when considering any such request for a leave.

Any person coming under the classified service who shall hereafter be inducted into the armed forces of the United States of America, or who shall hereafter enter said service voluntarily, by enlistment or otherwise in a time of war or other national emergency shall, upon application to the sheriff, receive a military leave of absence for the duration of the period of service required. Such employee shall retain all rights for seniority and shall be entitled to re-employment in the same capacity and position which he held at the time of entering said military service. The application for such rein-statement in position shall be made by or on behalf of such employee within three (3) months after termination of active service in the armed forces.

SECTION 12. The sheriff shall inform the board by periodic reports of the employment needs of the office of sheriff and the board shall, as often as required by the needs of the office of sheriff, hold tests for the purpose of establishing lists of eligibles for the various positions in the classified service. Such tests shall be public, competitive and open to all persons who may be lawfully appointed under the rules promulgated by the board and existing prior to the announcement of the examination. Such rules shall set limitations as to residence, age, health, habits, moral character and other necessary pre-requisites for the performance of the duties of the position for which examination is designated and such rules shall not be less than those provided in Section 38-1104 of the Tennessee Code Annotated.

Promotion tests shall be public, competitive and free to all persons examined and appointed under the provisions of this Act and who have held a classified position with the office of sheriff for at least one (1) year period of time. All tests shall be practical and shall consist only of subjects which will fairly determine the capacity of the person examined to perform the duties of the position in which the appointment is to be made. Tests may include examination for physical fitness and manual skill. No questions in any test shall relate to religious or political opinions or affiliations. The eligibles shall take rank upon a list which shall be compiled for each position, in the order of their relative excellence as determined by the tests without reference to the priority of the time from when the tests are given. No lists of eligible persons shall be valid after one (1) year except, however, the merit service board may extend an eligible period for not more than one (1) year. Notice of the time, place and general scope of each test and the duties, pay and experience required for all positions for which the test is to be held, shall be given by; the board to each applicant at least one (1) week preceding the test. The notice must be in writing and addressed to the last known address supplied by the applicant. Notice of promotional tests shall be given as the board may prescribe.

SECTION 13. Whenever a vacancy occurs in any position in the classified section of the office of sheriff, the sheriff shall make requisition to the board for the names and addresses of all persons eligible for appointment thereto. The board shall certify the names of all persons on the eligible list for position wherein the vacancy exists within thirty (30) days of the requisition to the board. The sheriff thereupon shall investigate each of the five (5) highest on the list of eligibles. In

the event the investigations result in none of the five (5) eligible persons being acceptable to the sheriff, he shall investigate the next five (5) eligibles on the list, one after another until one of the eligibles investigated is acceptable to the sheriff. The sheriff shall appoint such person to the position wherein the vacancy exists and shall notify the board of his action. If the merit service board fails to provide a list, then the sheriff may make appointments to vacancies after having notified the board of his action or his intentions so to do.

No appointment or promotion for any position in the classified service, shall be deemed complete until after the expiration of six (6) months probationary service during which time the sheriff may determine the effectiveness of the employee. If in his judgment the employee does not meet the standards, he may terminate the employment of any person certified and appointed when he deems it to be in the best interest of the service. Whenever a position of the classified service is filled by promotion and the services of the person promoted are terminated by the sheriff during the probationary period, such person shall forthwith be returned to duty in the previous position held by him in the classified service unless such person's conduct during the probationary period had given grounds for dismissal for cause under this Act. Any person dismissed during the probationary period shall not be eligible to a hearing before the board.

A person who is certified to the sheriff and does not report for duty at the time so designated and who does not explain such failure to report in writing within five (5) days, may be rejected by the sheriff who shall forthwith notify the board of the action taken and the reason therefor, and the person's name will then be removed from the eligible list.

SECTION 14. All employees in the classified service may be transferred from one position to another in the same class, and not otherwise. Transfers may be instituted only by the sheriff and shall be permitted only with the consent of the sheriff.

SECTION 15. The practice and procedure of the board with respect to any investigation by the board as authorized by this Act, shall be in accordance with the rules and regulations to be established by the board. Such rules and regulations shall provide for a reasonable notice to all persons affected by any order which the board may issue upon completion of such investigation. Such persons shall have the opportunity to be heard either in person or by counsel, and to introduce testimony in his behalf at a public hearing which shall be held for that purpose.

The board, when conducting any investigations or hearings authorized by this Act, shall have the power to administer oaths, take depositions, issue subpoenas, compel the attendance of witnesses and the production of books, accounts, papers, records, documents and testimony. In case of the obedience of any person to comply with the orders of the board or of a subpoena issued by the board or any of its members, or on the refusal of a witness to testify on any matter on which he may be lawfully interrogated, the judge in any court of record within the county on application of any member of the board, shall compel obedience by proceedings as for contempt. The sheriff or his legal deputy shall serve such subpoenas as issued by the board.

SECTION 16. The sheriff shall give an immediate report in writing of all appointments, reinstatements, vacancies, absences or other matter effecting the status of any member of the

classified service or the performance of the duties of such members. The report shall be in the manner and form prescribed by the board.

The sheriff may suspend any employee for not more than ten (10) days for cause and there shall be no right of appeal for any suspension thereof. Provided, however, the sheriff shall not have the authority to suspend any employee for more than one suspension of ten (10) days within any given six (6) month period of time without a right of appeal. If the sheriff shall suspend any employee for a period longer than ten (10) days, the suspended employee shall be notified in writing of the charges which caused his suspension. He shall thereafter have ten (10) days to request a hearing before the merit service board, and upon his request the board shall set a hearing not more than thirty (30) days from the date of the receipt of his request for a hearing.

SECTION 17. The sheriff shall have the authority to dismiss any employee for ordinary cause with a right of appeal to the board assured the employee. The dismissed employee shall be notified in writing of the causes for dismissal. He shall have ten (10) days to request a hearing before the board and upon his request the council shall set a hearing not more than thirty (30) days from the date of the receipt of his request. The rules of procedure for the conduct of any investigation by the merit service board shall apply to this hearing. Upon a finding by the board that the sheriff has not complied with the procedures of board, the board may order the employee to be reinstated.

SECTION 18. No. employee holding a position in the classified service shall take an active part in any political campaign while on duty nor under any circumstance shall any employee of the office of sheriff solicit money for political campaigns or in any way use his position as a deputy sheriff so as to reflect his personal political feelings as those of the office of sheriff or to use his position as deputy sheriff to exert any pressure on any one person or group of people to sway that person's or persons' political views. Neither an employee while on duty nor any officer while in uniform shall display any political advertising or paraphernalia on his person or on his automobile. No employee of the office of sheriff shall make any public endorsement of any candidate in any campaign for elected office. However, nothing in this Act shall be construed to prohibit or prevent any such employee from becoming or continuing to be a member of a political club or organization and enjoying all the rights and privileges of such membership or from attending any political meetings, while not on duty, or in the course of his official business, nor shall he be denied from enjoying any freedom from interference in the casting of his vote. Any person violating the provisions of this Section shall be dismissed from the service of the office of the sheriff.

SECTION 19. The sheriff shall not require any employee in the classified service to participate in any political activity as a condition of employment, continuation of employment, or promotion. If, upon an investigation by the board and its determination that such actions have taken place, the board shall issue an order to the sheriff to cease and desist such activity. If the sheriff fails to comply or persists in the activity, the council may apply to any court of record in the county for a citation of contempt.

SECTION 20. If any provision of this Act or the application thereof to any person or circumstance is held invalid, such invalidity shall not effect other provisions or applications of the

Act which can be given effect without the invalid provision or application, and to that end the provision of this Act are declared to [sic] severable.

SECTION 21. All laws or parts of laws in conflict with the provisions or [sic] this Act are hereby repealed.

SECTION 22. This Act shall become effective as to any county to which it may apply when the same shall have been approved by the Quarterly County Court of such county by vote of not less than two-thirds ( $\frac{2}{3}$ ) of the members thereof, such approval to be made by said Quarterly County Court within ninety (90) days after the sine die adjournment of the General Assembly of the State of Tennessee for the year 1972, the public welfare requiring it becoming effective at the time. Its approval or non-approval shall be proclaimed by the presiding officer of the Quarterly County Court and certified by him to the Secretary of State.

SECTION 23. For the purpose of approving or rejecting the provisions of this Act, as provided in Section 22, it shall be effective on becoming a law, the public welfare requiring it. For all other purposes it shall become effective September 1, 1972 upon being approved as provided in Section 22.

PASSED: March 22, 1972.

**SHERIFF'S MERIT BOARD  
(3 YEAR TERMS)**

**Gary Hall  
2351 Riverside Drive  
Maryville, TN 37804**

**984-1737 – H (appt. 2/18/10 for 2 yrs.)  
(reappointed 2/16/12-2/16/15)**

**Harold Coulter  
207 Swanee Drive  
Maryville, TN 37804**

**983-7668 – H (appt. 2/18/10)  
(reappointed 4/17/14-4/17/17)**

**Danny Galyon  
313 Luther Jackson Drive  
Maryville, TN 37804**

**983-2658 – H (appt. 2/18/10 for 3 yrs.)  
(reappointed 2/21/13-2/21/16)**

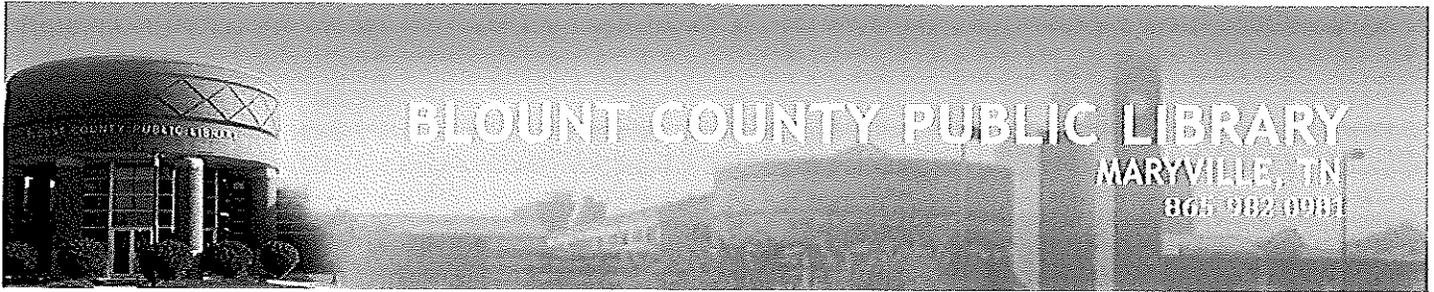
**APPOINTMENT NEEDED FOR REPLACEMENT FOR JERRY MARROW  
(APPOINTED 2/18/10 AND REAPPOINTED 3/17/11)**

**Cecil "Buster" Saffles  
1936 Montvale Station Road  
Maryville, TN 37803**

**982-7985 – H (appt. 2/18/10 for 2 yrs.)  
(reappointed 2/16/12-2/16/15)**

**CONTACT –**

**JEROME MOON, CHAIRMAN  
BLOUNT COUNTY COMMISSION  
865-273-5830**



TO: Ed Mitchell, Blount County Mayor  
Jerome Moon, Blount County Commission Chairman

FROM: K.C. Williams, Director  
Sharon Hannum, Library Board Chairman

DATE: 25 June 2014

RE: Appointment to Blount County Public Library Board of Trustees

At the 17 June regular meeting of the Blount County Library Board, one name was approved to be forwarded to the County Commission with a recommendation that they be re-appointed to the Blount County Public Library Board of Trustees as a representative for the County.

Mary Beth West has been recommended for a second term representing the County. Ms. West lives in Maryville. Ms. West is the owner/operator of Mary Beth West Communications, LLC in Alcoa. Her biography can be accessed online at <http://www.marybethwest.com/mary-beth-west/>.

Ms. West's second term, if approved, would commence on July 1, 2014 and run through June 30, 2017.

We are very pleased to present this highly qualified person for re-appointment. If you should need further information, please don't hesitate to call me at 864-273-1406.

Warm Regards,

A handwritten signature in black ink that reads "K.C. Williams". The signature is written in a cursive style.

K.C. Williams

A handwritten signature in black ink that reads "Sharon Hannum". The signature is written in a cursive style.

Sharon Hannum



MARY BETH WEST  
COMMUNICATIONS, LLC

[ABOUT](#)[SERVICES](#)[WORK](#)

## MARY BETH WEST

Mary Beth originally launched this 100-percent woman-owned business as an independent practice, with clients in the banking industry as well as corporate and agency sectors. She ultimately developed a client portfolio that is 10 times the national industry average for solo public relations consultancies in the U.S.

Mary Beth and her staff manage a diverse client base in multiple industries, including the manufacturing, technology, regional planning, financial services, retail, travel/tourism and education sectors. The firm also serves as a thought leader in communications best-practices in the regional market through its award-winning blog, "In the Profession Through Active Outreach to the Business Community."

For the past several years, Mary Beth West Communications, LLC has been ranked among the top public relations firms in Business Journal's Book of Lists. In 2010, 2011 and 2012, the firm was the largest recipient of local "Public Relations Excellence" recognitions for its peer-reviewed work developing effective communications campaigns and events.

Mary Beth's award-winning work has included creation and implementation of national media relations programs, consumer and business-to-business marketing initiatives, and crisis preparedness systems.

A native of Columbia (Maury County), Tenn., Mary Beth lives in Maryville, Tenn., with her husband, Charles. They have three daughters, and operate a multi-generational, family-owned franchise dealership.

### ACCREDITED

Accredited in Public Relations (APR) by the PRSA Universal Accreditation Board, Mary Beth holds a bachelor's degree in public relations from the University of Tennessee, where she was honored as the Sammie Lynn Puett Public Relations Scholar. She received the UT Chancellor's Citation for campus leadership and service. She has served in national leadership roles with the largest public relations professional organization, the 32,000-member, New York-based Public Relations Society of America, which she currently serves on the Board of Ethics and Professional Standards. She has also served on P



**EXPERIENCE**

- 2003-Present Principal, Mary Beth West Communications, LLC.

Manages all aspects of agency business development and financial management / growth. Provides acc in developing strategic plans, execution and budgets, based on client objectives and resources.

- 1999-2002 Vice President / Regional Marketing, Union Planters Bank of East Tennessee and Southeas  
Oversaw marketing communications for a 39-office region, including public relations, advertising, branc events and charitable giving.

- 1998-1999 Assistant Vice President / BankFirst (Knoxville, Tenn.).

Produced award-winning work in employee communications following BankFirst's initial public offering institutions in East Tennessee.

- 1996-1998 Director of Community Relations / Corrections Corporation of America (Nashville, Tenn.).

Created and managed public relations programs for the largest international private-sector builder and detention facilities worldwide; created an award-winning crisis preparedness plan that gave CCA its first for managing emergency situations that were subject to local, national and/or international media atter

- 1993-1994

Entry-level and internship positions with Cohn & Wolfe (New York City) in the public relations firm's heal Relations (Knoxville, Tenn.)

**AFFILIATIONS**

- 2013 – Public Relations Society of America (PRSA) National Board of Ethics & Professional Standards
- 2013 – Great Smoky Mountains Heritage Center, Board of Directors
- 2013 – East Tennessee Foundation, Board of Directors
- 2012 – Present – First Tennessee Bank, Advisory Board (Maryville Region)
- 2012 – Present – Knoxville Chamber of Commerce, Member
- 2012 – Woman-Owned Business Excellence Award, Blount County Chamber of Commerce
- 2012 – Present – The Legacy Centre, Member
- 2012-13 – PRSA Volunteer Chapter National Assembly Delegate
- 2011 – Leadership Oak Ridge class
- 2011-Present – East Tennessee Economic Council
- 2001-13 – Board of Directors, Blount County Library
- 2011-13 – Board of directors, Blount County Chamber of Commerce
- 2010 – “40 Under 40” Honoree, Greater Knoxville Business Journal



- 2010 – Recipient of the David Ferguson Award, a national honor from the Public Relations Society of America for support of public relations education
- 2010-Present – Member, Fort Loudoun Regional Library Board
- 2008-Present – Member, Oak Ridge Chamber of Commerce
- 2008 – Senior counsel / Advocacy to the national board of the 32,000-member PRSA
- 2007-2010 – Board of directors, Maryville City Schools Foundation
- 2007-2008 – Board of directors, Girl Scouts of Tanasi (now Southern Appalachian) Council
- 2007 – National Chair, Advocacy Advisory Board, PRSA
- 2006 – Recipient of PRSA Harvey I. Cobert Award for professional contributions in East Tennessee
- 2006 – Alumna of the Year, Knoxville Alumnae Chapter – Alpha Omicron Pi
- 2002-Present – University of Tennessee College of Communication & Information Board of Visitors
- 2002-07 – Instructor, University of Tennessee Personal & Professional Development Program (seminar on public relations)
- 2002-04 – Board of directors of the Blount County Education Foundation
- 2001-04 – Board of directors of Second Harvest Food Bank of East Tennessee
- 2001-02 – National Board of Directors, PRSA
- 2001-02 – Adjunct faculty member, public relations undergraduate program / University of Tennessee College of Communication & Information
- 2000 – Chapter president of the 100-plus member Volunteer Chapter of PRSA
- 1999 – Accredited in Public Relations (APR) certification earned from the PRSA Universal Accreditation
- 1998-Present – Member, National Investor Relations Institute
- 1997 – Nashville Young Leaders Council
- 1997 – Board of directors, Nashville Area CrimeStoppers
- 1996-97 – Board of directors, PRSA Nashville Chapter



# Budget Increases/Decreases

## Commission Action Needed

<b>Fund</b>	<b>Amount</b>	<b>Budget Committee</b>	<b>Vote</b>
101 General County	\$10,000.00	Recommended	5 – Yes
141 General Purpose Schools	\$47,531.00	Recommended	5 – Yes
189 Schools Capital Projects	\$177,045.00	Recommended	5 – Yes
101 General County	\$1,361,506.00	Recommended	5 – Yes

**RESOLUTION NO. 14-07-003**

**Sponsored by: Commissioners Jerome Moon and Gerald Kirby**

**A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the General County Fund Budget to appropriate funds from the County Clerk's data processing reserve to purchase printers and supplies to print new license plate decals.

**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 17<sup>th</sup> day of July, 2014 that the General County Fund Budget shall be amended as follows:

**Revenue:**

101-0-489900          Other .....\$10,000.00

**Appropriation:**

101-52500-500709    Data Processing Equipment .....\$10,000.00

**Duly authorized and approved this 17<sup>th</sup> day of July, 2014.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
**County Mayor**

\_\_\_\_\_  
**Date**

**Blount County Government  
Budget Amendment Request  
FY 14-15**

**Type of Amendment:**

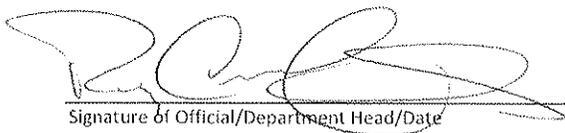
Transfer   
 Increase/Decrease

Department: County Clerk  
 Account: 101-52500

	Account Number	Description	Amount
<b>TO</b>	101-52500-500709	Data Processing Equipment	10,000.00
Used with transfers			
(or)			
<b>APPROPRIATION</b>			
Used with inc/dec			
Total			10,000.00

	Account Number	Description	Amount
<b>FROM</b>	101-0-489900	Other	10,000.00
Used with transfers			
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			10,000.00

Explanation: Datamax printer and supplies to begin using the new method of issuing vehicle license renewal decals. The State will later reimburse \$7,000 of the cost. This will use the County Clerk's Data Processing Reserve money.

  
 Signature of Official/Department Head/Date

Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.

Printers for the County Clerk to print license plate stickers

SPECIFICATIONS:				Business Information Systems 84470 423-773-2566 Fax # Stoney Hale			SCW 135130 770-579-8927 Fax # Tabitha Bell			CDW-G 39540 800-531-4239 Fax # Courtney Monaco		
Item	Description	Qty	U/M	Item No.	Unit Price	Ext. Price	Item No.	Unit Price	Ext. Price	Item No.	Unit Price	Ext. Price
1	Datamax O-Neil E-305 Printer	14	ea	EA3-00-1J005A00	\$ 395.00	\$5,530.00	EA3-00-1J005A00	\$ 444.86	\$6,228.04	EA3-00-1J005A00	\$ 496.99	\$6,957.86
2	Datamax Premium Resin Wax Ribbon	28	ea		\$ 20.00	\$560.00		\$ 41.69	\$1,167.32		\$ 17.95	\$502.60
3	Printer install and configuration by BIS	14	ea		\$ 200.00	\$2,800.00		\$ 200.00	\$2,800.00		\$ 200.00	\$2,800.00
4	Hardware Department travel cost BIS	2	ea		\$ 100.00	\$200.00		\$ 100.00	\$200.00		\$ 100.00	\$200.00
5												
6												
7						\$0.00			\$0.00			\$0.00
<b>NOTE:</b>					<b>TOTAL:</b>	<b>\$9,090.00</b>		<b>TOTAL:</b>	<b>\$10,395.36</b>		<b>TOTAL:</b>	<b>\$10,460.46</b>
Please notice above that even if we get the printers from another vendor we will have to have BIS come out and do installation/configuration of their software on them because this is the software that uses with the state. Therefore the cheaper price is with BIS. The price with BIS also includes one year of maintenance.												
<b>ORDER AWARDED:</b>				<b>BASIS FOR AWARD:</b>				<b>REMARKS:</b>				
TO:	<i>Business Information Systems</i>			<i>BIS has the lowest price overall and it includes one year of maintenance.</i>								
PO/Req#												
DATE:	<i>June 24, 2014</i>											

**RESOLUTION NO. 14-07-004**

**Sponsored by: Commissioners Gerald Kirby and Mike Lewis**

**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 to establish the State of Tennessee Energy Efficient Schools Initiative Grant.

**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 17<sup>th</sup> day of July, 2014 that the General Purpose School Fund Budget shall be amended as follows:

**Estimated Revenue:**

141-0-469800                      Other State Grants.....\$47,531.00

**Appropriation:**

141-76100-500399                Other Contracted Services .....\$47,531.00

**Duly authorized and approved this 17<sup>th</sup> day of July, 2014.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_

Vetoed: \_\_\_\_

\_\_\_\_\_  
**County Mayor**

\_\_\_\_\_  
**Date**

**Blount County Government  
Budget Amendment Request**

~~FY 13-14~~  
FY 14-15

**Type of Amendment:**

Transfer   
Increase/Decrease

DEPARTMENT: GPSF - Regular Capital Outlay

ACCOUNT: 141-076100

	Account Number	Description	Amount
TO			
Used with transfers			
(or)			
	141-076100-500399	Other Contracted Services	47,531.00
APPROPRIATION			
Used with inc/dec			
Total			47,531.00

	Account Number	Description	Amount
FROM			
Used with transfers			
(or)			
	141-000000-469800	Other State Grants	47,531.00
EST REVENUE			
Used with inc/dec			
Total			47,531.00

Explanation: Establish State of Tennessee Energy Efficient Schools Initiative Grant for \$47,531.

*May Logan 7-1-14*  
Signature of Department Head/Date

\_\_\_\_\_  
Signature of County Mayor/Date

\*All requests are due to Budget Manager's Office by noon on the Tuesday before the Budget Committee Meeting.

**"Approved By The Board Of Education"** 7-1-14

**RESOLUTION NO. 14-07-005**

**Sponsored by: Commissioners Jerome Moon and Gerald Kirby**

**A RESOLUTION TO AMEND SCHOOLS CAPITAL PROJECT FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the Schools Capital Project Fund Budget to appropriate funds for replacement of both high school tracks, which was previously approved by Commission in December, 2013.

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

**NOW THEREFORE, BE IT RESOLVED** BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 17<sup>th</sup> day of July, 2014 that the Schools Capital Project Fund Budget shall be amended as follows:

**Estimated Revenue:**

189-0-498000-11128            Transfers In .....\$177,045.00

**Appropriation:**

189-91300-500799-11128    Other Capital Outlay .....\$177,045.00

**Duly authorized and approved this 17<sup>th</sup> day of July, 2014.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_

Vetoed: \_\_\_\_\_

\_\_\_\_\_  
**County Mayor**

\_\_\_\_\_  
**Date**

**Blount County Government  
Budget Amendment Request**

~~FY 13-14~~  
*Fy 14-15*

**Type of Amendment:**

Transfer   
Increase/Decrease

DEPARTMENT: Schools Capital Project

ACCOUNT: 189-076100

	Account Number	Description	Amount
TO			
Used with transfers	189-091300-500799-11128	Other Capital Outlay	177,045.00
(or)			
APPROPRIATION			
Used with inc/dec			
Total			177,045.00

	Account Number	Description	Amount
FROM			
Used with transfers			
	189-000000-498000-11128	Transfers In	177,045.00
(or)			
EST REVENUE			
Used with inc/dec			
Total			177,045.00

Explanation: Transfer funds from Schools Undesignated Capital account to new project for turn-key replacement of both High School tracks. Project was approved by CC 12/19/13.

*Judy Zepher 7-1-14*  
Signature of Department Head/Date

Signature of County Mayor/Date

**"Approved by The Board of Education"** *7-1-14*  
\*All requests for budget amendments must be received by noon on the Tuesday before the Budget Committee Meeting.

**Blount County Government  
Budget Amendment Request  
FY 13-14**

**Type of Amendment:**

Transfer   
 Increase/Decrease

DEPARTMENT: Schools Capital Project  
 ACCOUNT: 189-076100

	Account Number	Description	Amount
TO	<u>11128</u>		
Used with transfers	189-091300-500799- <del>xxxx</del>	Other Capital Outlay	172,000.00
	189-091300-500707- <del>xxxx</del>	Building Improvements	14,500.00
(or)	<u>11128</u>		
APPROPRIATION			
Used with inc/dec			
Total			186,500.00

	Account Number	Description	Amount
FROM			
Used with transfers	<u>11128</u>		
	189-000000-49800- <del>xxxx</del>	Transfers In	186,500.00
(or)			
EST REVENUE			
Used with inc/dec			
Total			186,500.00

Explanation: Transfer funds from Schools Undesignated Capital account to new project for turn-key replacement of both High School tracks and install new gym bleachers at WBHS.

Troy Logan 11-26-13  
 Signature of Department Head/Date

*COPY - SAME PROJECT  
 PREVIOUS APPROVED  
 BY COMMISSION.*

Signature of County Mayor/Date

\*All requests are due to Budget Manager's Office by noon on the Tuesday before the Budget Committee Meeting.

*"Approved By The Board Of Education" 12-5-13  
 APPR. BY BUDG. COMM 12-9-13  
 APPR. BY CO. COMM. 12-19-13*

**RESOLUTION NO. 14-07-006**

**Sponsored by: Commissioners Jerome Moon and Gerald Kirby**

**A RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET.**

**WHEREAS**, Blount County would like to amend the General County Fund Budget to appropriate funds for the purchase and implementation of a new Payroll & Human Resources system for use throughout the County.

**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 17<sup>th</sup> day of July, 2014 that the General County Fund Budget shall be amended as follows:

**Revenue:**

101-0-346750	Committed for Capital Outlay .....	\$987,507.00
101-0-489900	Other .....	<u>\$373,999.00</u>
	Total .....	\$1,361,506.00

**Appropriation:**

101-91110-500709	Other Capital Outlay .....	\$1,361,506.00
------------------	----------------------------	----------------

**Duly authorized and approved this 17<sup>th</sup> day of July, 2014.**

**CERTIFICATION OF ACTION**

**ATTEST**

\_\_\_\_\_  
**Commission Chairman**

\_\_\_\_\_  
**County Clerk**

Approved: \_\_\_\_

Vetoed: \_\_\_\_

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Date

**Blount County Government  
Budget Amendment Request  
FY 14-15**

**Type of Amendment:**

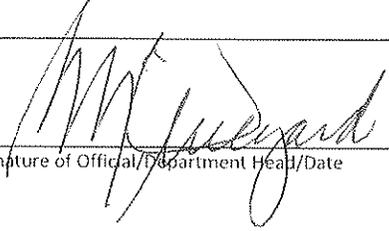
Transfer   
 Increase/Decrease

Department: General Administration Projects  
 Account: 101-91110

	Account Number	Description	Amount
<b>TO</b>	101-91110-500799	Other Capital Outlay	1,361,506.00
Used with transfers			
(or)			
<b>APPROPRIATION</b>			
Used with inc/dec			
Total			1,361,506.00

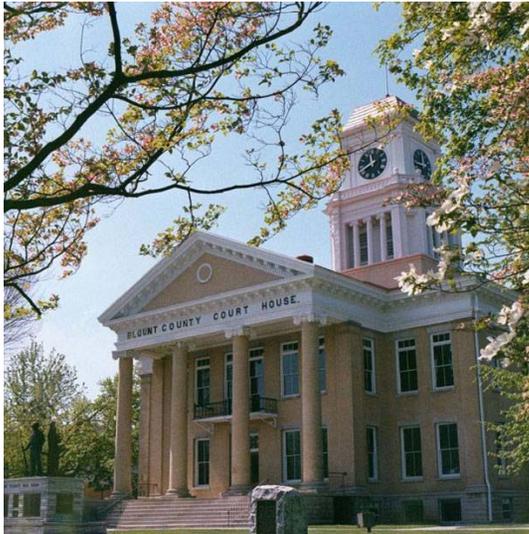
	Account Number	Description	Amount
<b>FROM</b>	101-0-346750	Committed for Capital Outlay	987,507.00
Used with transfers	101-0-489900	Other	373,999.00
(or)			
<b>EST REVENUE</b>			
Used with inc/dec			
Total			1,361,506.00

Explanation: Increase to fund the purchase and implementation of a new Payroll & Human Resources system for use throughout the County.

  
 \_\_\_\_\_  
 Signature of Official/Department Head/Date

\_\_\_\_\_  
 Signature of County Mayor/Date

\*All requests are due to Financial Analyst's Office by noon on the Tuesday before the Budget Committee Meeting.



# Blount County Tennessee Proposal Payroll – Human Resources System

Presentation to Blount County Budget Committee

JULY 7, 2014



# Payroll – Human Resources System

## **PART I: BACKGROUND**

- Introduction
- Employee Pay
- Semi-Monthly Payroll Processing
- Payroll Processing Statistics
- Characteristics of Payroll Processes
- Assessment of Current Situation

## **PART II: IMPROVEMENT**

- History of the Payroll & HR System Project
- RFP, Evaluation, Due Diligence, and Evaluation of 4 Vendors
- About Kronos, Inc. – Preferred Vendor
- KRONOS System Capabilities
- Solution Options

## **PART III: RECOMMENDATION**

- Current Status/Situation
- Recommendation
- Cost
- Request



# Payroll – Human Resources System

## PART I: BACKGROUND

### Introduction

- Blount County has approximately 2807 employees
- Schools, Sheriff's Office, Highway, Library and Government Departments
- Mix of:
  - Salaried Exempt (not subject to federal overtime rules)
  - Hourly
  - Full-time, part-time, seasonal, special event
  - Elected, appointed, and hired
- Most employees are paid 2x per month (15<sup>th</sup> and 30<sup>th</sup>)
- Some employees are paid 1x per month, some paid every 2 weeks
- Election workers are paid only when they work
- Total Annual County Payroll = \$79,560,834 (2013)
- 99% of employees are paid via Direct Deposit – Very few manual checks are issued for payroll



# Payroll – Human Resources System

## PART I: BACKGROUND

### Employee Pay

- *Employee pay is determined by:*
  - Annual salary or hourly rate
  - Holiday pay, sick pay
  - Hours/days worked
  - Hours/days not worked (sick, disability, vacation, holiday, weekend, days off, etc.)
  - Overtime worked
  - Scheduled days off worked
  - Exceptions to work schedule
  - Supplemental and other exceptions to regular pay
  - Salary schedule based on degree and experience for teachers



# Payroll – Human Resources System

## PART I: BACKGROUND

### Employee Pay

- *Employee pay is triggered by time:*
  - Recorded by employee or supervisor
  - Reviewed by supervisor/manager
  - Approved or edited by supervisor/manager
  - Entered into official time records
  - Calculated by schools, sheriff's office, county government departments
  - Submitted to central payroll electronically via Excel spreadsheet or direct data entry
  - Aggregated/consolidated by central payroll
  - Reviewed, audited, and balanced by central payroll
  - Approved
  - Released for payment and posting to General Ledger



# Payroll – Human Resources System

## PART I: BACKGROUND

### Payroll Processing is Manual

- Time recording by employees is **MANUAL**
- Review by supervisors is **MANUAL**
- Approval is **MANUAL**
- Entry of time into Excel is **MANUAL**
  - Submission of time to central payroll is partly manual (email with Excel spreadsheet attached from Sheriff's Office)
- Aggregation of data by central payroll is **MANUAL**
- Review, audit and balancing is **MANUAL**
- Approval of final payroll is **MANUAL**
- Release for payroll payment is **MANUAL**
- ACH transaction to originating bank is **MANUAL**
- Posting to General Ledger is **automated**



# Payroll – Human Resources System

## PART I: BACKGROUND

### Payroll Processing is Manual (Continued)

- Current payroll processes are generally unchanged from 20 years ago, except:
  - Use of Excel spreadsheets simplifies calculations
  - Direct deposit for 99% of employees significantly reduced cost
  - Vendor checks are automated
- Payroll timeliness = 100%
- Payroll accuracy = 100% for 98% of employees
- Payroll inaccuracies result from manual processes and calculations early in the process
- There are hundreds of pay & work rules that affect employee pay



# Payroll – Human Resources System

## PART I: BACKGROUND

### Payroll Processing Statistics

- Cost of Payroll Processing:
  - 932 hours per pay period recording, reviewing, approving, submitting, aggregating, auditing, balancing, and releasing payroll data to pay employees
    - 1864 hours per month +/-
    - 22,368 hours per year +/-
    - **10.75 FULL-TIME EQUIVALENT EMPLOYEES dedicated to payroll processes**
  - Approximately 240 reams of paper annually to print payroll reports
- Timely and Accurate Payroll Execution:
  - Dependent upon 104 critical players (timekeeping & payroll)
    - 68 in the School system
    - 3 in the Sheriff's office
    - 28 in various departments of County Government
    - 3 in other areas
    - 2 employees directly responsible for payroll accuracy and timeliness



# Payroll – Human Resources System

## PART I: BACKGROUND

### Characteristics of Current Payroll Processes

- Different work and pay rules & policies among the different departments
- Logical, but fragmented processes
- 95% manual, 5% automated
- Needlessly expensive to execute
- Very expensive and time-consuming to audit performance -vs- legal requirements
- Difficult and time-consuming to conduct “what if” analysis
- Vulnerable to miscalculations affecting employee pay
- Vulnerable to death, illness, retirement or departure of key players
- Vulnerable to FLSA audits, violations, fines & penalties
  - Hours worked
  - Overtime compliance
  - FLSA classification
  - Record-keeping requirements
  - Policy maintenance
- Very little management visibility into overtime on a work-group basis



# Payroll – Human Resources System

## PART I: BACKGROUND

### Characteristics of Current HR and Benefits Processes

- New Hire forms are completed manually by the new employee and our Benefits Coordinator, and disseminated to various departments:
  - I-9
  - Direct Deposit
  - W-4
  - TCRS
  - Life Insurance
  - Benefits Acknowledgement
  - New Hire Payroll
  - Emergency Contact Information
  - Spousal Surcharge



# Payroll – Human Resources System

## PART I: BACKGROUND

### Characteristics of Current HR and Benefits Processes (Continued)

- Benefit Claims are manually processed for the following:
  - Long Term and Short Term Disability
  - Retirement
  - Term Life and Whole Life
  - Cancer, Critical Illness and Accident
  
- COBRA Processing is manual:
  - Retiree premiums are collected, recorded and deposited manually
- Self-Billing for voluntary and medical benefits - Discrepancies between our data and vendor data require an average of 45 minutes research to rectify
- These tasks are completed by 1 employee
- HR Budget has been cut by 24% in the last 5 years
- HR Staff has been reduced by 70% in the last 10 years
- Human Resources processes are 95% manual



# Payroll – Human Resources System

## PART I: BACKGROUND

### Characteristics of Current HR and Benefits Processes (Continued)

- Annual Open Enrollment **MUST** be Outsourced This Year if not automated
  - \$117,600 per year to outsource



# Payroll – Human Resources System

## PART I: BACKGROUND

### Assessment of Current Situation

- An independent audit of our payroll practices would likely result in grades of:
  - “A” for historical timeliness
  - “B” for probability of future timeliness of payroll execution
  - “A” for historical accuracy (based on what is known)
  - “B” for probability of future accuracy of payroll
  - “A” for financial controls
  - “C” for documentation of processes, pay rules and work rules
  - “C” for vulnerability to errors in pay
  - “D” for vulnerability to FLSA fines, penalties and violations
  - “F” for vulnerability to sudden death, illness, or departure of critical players on whom the process depends
  - “F” for efficiency and cost of current process
  - “F” for vulnerability to a major catastrophe



# Payroll – Human Resources System

## PART I: BACKGROUND

### Assessment of Current Situation (Continued)

- We're operating essentially as we did in 1990, except for:
  - Direct deposit
  - Use of Excel and email
  - Automatic vendor payments
  
- Present Dangers:
  - Three critical players are retiring by EOY 2014
  - One critical player is planning to retire by 2016
  - Significant probability of a major disruption to timely and accurate payroll execution in the next 12 months



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### History of the Payroll & Human Resources System Project

- **Fall of 2013**
  - County identified the risks & the need to automate Payroll, Timekeeping and Human Resources functions & processes
  - Preliminary project team formed, including:
    - Payroll, Purchasing, Accounting & Budgets, Human Resources and Information Technology
  - Request for Proposal (“RFP”) developed:
    - Needs assessment completed
    - RFP completed after the needs assessment
    - RFP advertised publicly, and was sent to several vendors



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### History of the Payroll & Human Resources System Project

- **Winter of 2013-2014**
  - Proposals were received from 10 vendors
  - 1 vendor solution did not meet public sector experience requirement
  - 9 remaining proposals were evaluated, scored and ranked by the project team members
  - The 4 top-scoring vendors were asked to make presentations to Blount County



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### History of the Payroll & Human Resources System Project

- **Spring of 2014**
  - Vendor presentations and Q&A hosted at E 9-1-1 Center in March
    - InfiniSource, Ultimate Software, Kronos, and Cherry Road (PeopleSoft)
  - Presentations lasted 2 hours +/- each
  - Presentations were attended by representatives from:
    - Purchasing, Accounting, Payroll, Blount County Schools, Blount County Sheriff's Office, Information Technology, Human Resources, Library, Courts, Trustee, County Clerk, Register of Deeds, and Clerk and Master
  - Vendor capability and system functionality were evaluated and scored
  - Kronos emerged as:
    - Vendor whose system offered best functionality and user friendliness
    - Best vendor understanding of governmental entity needs
    - Competitively priced -vs- other vendors
    - Able to meet our unique needs



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### History of the Payroll & Human Resources System Project

- **MAY 2014**
  - Kronos provided live demo to project team – system navigation
  - Kronos provided “playground” access to explore the system
    - 5 days of playground access + 10 licenses to explore
  - Team site visit May 19 with Salem, Virginia city officials who implemented Kronos:
    - System functionality and capability
    - System implementation theory and practice
    - How best to approach the project
    - What to expect



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### Team Evaluation of 4 Solutions Presented

- Kronos was the #1 rated solution
- Kronos pricing is competitive
- Kronos is logical and intuitive
- Kronos is robust, with all the capabilities we need
- Salem, VA officials indicate the system can do anything we need it to do (reiterated several times)
- Kronos is the solution of choice and is recommended for contract negotiation and funding



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### About Kronos, Incorporated

- In business 35 years – Proven expertise in HR and Payroll solutions
- Specializes in Public Sector HR & Payroll solutions
- Kronos solutions implemented by public entities, including:
  - Sumner County (TN), City of Franklin (TN), Metropolitan Government of Nashville and Davidson County (TN), Harrison County (MS), City of Jackson (MS), Jefferson County (AL) Schools, Cincinnati Public Schools (OH), City of Salem (VA), Baldwin County (AL) Schools, City of Tuscaloosa (AL)
- Financially responsible and properly qualified to complete contractually agreed work



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### KRONOS Capabilities

#### Human Resources, Benefits, Time & Attendance and Payroll

- **Automates time and attendance capture, analysis and reporting**
  - Days and hours scheduled to work
  - Scheduled holidays
  - Scheduled vacation
  - Scheduled personal days
  - Unscheduled days off
  - Exception processing



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### **KRONOS Capabilities – HR, Benefits, Time & Attendance and Payroll**

- **Automates payroll processing**
  - Applies work rules and pay rules to recorded time and attendance
  - Calculates pay, deductions, taxes, garnishments
  - Handles multiple payrolls, multiple tax IDs, multiple departments/divisions, entities
  - Payroll exceptions
  - Unique 28 day cycle for law enforcement capability
  - ACH transfer of funds to banks for direct deposit
  - Data interface to General Ledger and sub-ledgers
  - Exception reporting
  - 941, W-2, Tax filings
  - Unemployment calculations
  - Ad-Hoc reporting
  - Employee visibility to pay stubs
  - Employee self-service for changes to address, W-4, etc.
  - Check printing, locally or remote, on demand
  - Vendor and employee checks



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### **KRONOS Capabilities – HR, Benefits, Time & Attendance and Payroll**

- **Automates Human Resources – Data, Analysis and Reporting**
  - Name, address, phone, email, SSN, employee #, spouse & children, beneficiary information
  - Job Title, Job Code, Position Control, Account #, Pay, Benefits Elections,
  - Division, Department, Location, Supervisor, Manager
  - Employee self-service portal (Employee-managed information, benefit options, changes, time off request processing, direct deposit, tax withholding, self-evaluation/performance reviews)
  - License/Certificate tracking



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### KRONOS Capabilities – HR, Benefits, Time & Attendance and Payroll

- **Automates Human Resources – Data, Analysis and Reporting (Con't.)**
  - OSHA classification & reporting
  - Applicant tracking
  - EEO tracking
  - Performance Evaluation
  - Document upload and storage
  - **Automates Open Enrollment**
  - Paperless



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### Kronos Customer Results

- Essex County (MA) Corrections reduced overtime by 90%, resulting in a savings of \$1 million in a 12 month period.
- ***Suffolk County (VA) Public Works reduced the time required to process payroll from 8 hours per pay period to 15 minutes.***
- DeSoto County (MS) Schools, the largest district in Mississippi, continues to add schools without increases in Central Office HR/PR staff.
- Charlotte Mecklenburg (NC) Schools achieved:
  - a \$1,000 DAILY payroll reduction in child nutrition services
  - Building Services reduced the amount spent on timekeeping by 50%, saving 1,040 hours annually
  - Processing time for payroll staff has been reduced from 100 hours per payroll to approximately 30 hours per payroll
  - CMS realized savings associated with cost of paper of at least \$110,000 annually.



# Payroll – Human Resources System

## PART II: IMPROVEMENT

### E. Kronos Customer Results (Continued)

- Wicomico County Schools District (MD) notes “FLSA compliance (achieved with Kronos) is priceless because it can save potential lawsuits.”
- Washington County (UT) school district:
  - *Eliminated 90% of paper costs associated with HR, payroll, and timekeeping processes*
  - *Payroll processing was reduced from “a few weeks to one to two days”*
  - *HR time spent answering manager and employee inquiries was reduced 80%.*
- City of Jackson (MS) reduced overtime by 15% as Kronos was implemented, paying for Kronos in its first year.
- Alabama Department of Corrections reduced overtime by \$18 million over a 2 year period.
  - *The State of Alabama commissioned a study that shows the State savings approximately \$100 million with the implementation of Kronos over a 10 year period.*
- The City of Gulfport (MS) was able to speed up their FEMA reimbursements by capturing data in Kronos.



# Payroll – Human Resources System

## Solution Options

### A. Hosted Cloud – Based Model (recommended)

- Kronos “hosts” the system – it owns, maintains and updates the software and the servers
- Transactions are handled electronically within their system
- We own the data and have access at all times
- Kronos provides system security and redundancy
- We purchase user licenses, time capture devices and implementation/consulting services

### B. Software Purchase (not recommended)

- We purchase user licenses
- Kronos provides the software and:
  - periodic software updates
  - maintenance with annual contracts
- We purchase the hardware (servers) on which the software runs
- We purchase time capture devices
- We own the data and have access at all times
- We provide system security and redundancy
- We maintain the hardware (servers) & replace at end of useful life



# Payroll – Human Resources System

## PART III: RECOMMENDATION

### A. CURRENT SITUATION

- Current payroll and HR processes are inefficient, costly, and pose unacceptable risks to the county
- An integrated solution that automates HR, time-keeping, and payroll processes will improve efficiency, reduce costs and reduce risk
- The recommended solution can pay for itself within 18-24 months, and thereafter save the county money each year

### B. RECOMMENDATION

- Automate HR and Payroll functions with an integrated solution by Kronos
- Kronos is financially stable
- Kronos has proven results and satisfied customers, particularly in the governmental sector
- Kronos' Hosted Cloud – Based model is recommended due to the stability of the vendor and their system, as well as the relative simplicity of implementation and long-term value



# Payroll – Human Resources System

*Annual Savings Potential – Estimate by Kronos, Revised by Project Team*

Category of Savings	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
Manual Calculations & Input Error Reduction (1.2% of \$16.8MM HPR)		201,924	201,924	201,924	201,924	201,924	
Pay Inflation & Gaming (1.25% of HPR)		209,560	209,560	209,560	209,560	209,560	
Accrued Leave Inflation (.48% of TPR)		381,892	381,892	381,892	381,892	381,892	
Overtime Reduction (10% of \$694,076)		69,408	69,408	69,408	69,408	69,408	
Administrative Hours Reduction ---\$611,225 (estimate by Kronos) ---50% & 80% (estimate by Team)		305,612 (50%)	488,980 (80%)	488,980 (80%)	488,980 (80%)	488,980 (80%)	
Open Enrollment Outsource Expense Avoidance		117,600	117,600	117,600	117,600	117,600	
<b>100% TOTAL SAVINGS POTENTIAL</b>		1,285,996	1,469,364	1,469,364	1,469,364	1,469,364	7,163,452
<b>80% TOTAL SAVINGS POTENTIAL</b>		1,028,796	1,175,491	1,175,491	1,175,491	1,175,491	5,730,760
<b>TOTAL ESTIMATED COST OF PROJECT</b>	1,361,506	214,165	222,340	230,842	239,684		2,268,537
<b>ESTIMATED NET SAVINGS OVER 5 YEARS</b>							<b>3,462,223</b>



# Payroll & Human Resources System Executive Summary

- Blount County has a business challenge with out-of-date payroll and human resources processes
- The risk and cost of doing “business as usual” are very significant
- The challenge is solvable and the solution is identified
- The risks can be mitigated, efficiencies can be realized, effectiveness can be improved and money can be saved
- The recommended solution has been evaluated, tested, and vetted – It can pay for itself within 24 months
- The business case is solid for automating payroll and human resources processes with the recommended solution

**Other Budget Items**  
**Commission Action Needed**

<b>Item</b>	<b>Budget Committee</b>	<b>Vote</b>
Grant – Drug Court	Recommended	5 – Yes
Grant – Sheriff’s Department	Recommended	5 – Yes



# GRANT CONTRACT

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

<b>Begin Date</b> July 1, 2014	<b>End Date</b> June 30, 2015	<b>Agency Tracking #</b> NA	<b>Edison ID</b>		
<b>Contractor Legal Entity Name</b> Blount County Government			<b>Edison Vendor ID</b> 15		
<b>Subrecipient or Vendor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor		<b>CFDA #</b> NA			
<b>Service Caption</b> (one line only) Tennessee Certified Recovery Court Program at the Blount County Drug Court					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2015	\$70,000.00				\$70,000.00
<b>TOTAL:</b>	<b>\$70,000.00</b>				<b>\$70,000.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - GG</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES  
AND  
BLOUNT COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Mental Health and Substance Abuse Services, hereinafter referred to as the "State" and Blount County Government, hereinafter referred to as the "Grantee," is for the provision of the Tennessee Certified Recovery Court Program at the Blount County Drug Court, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 15

**A. SCOPE OF SERVICES:**

A.1. The Grantee shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. Service Definitions:

- a. The Tennessee Certified Recovery Court Program (TCRCP), formerly the Tennessee Certified Drug Court Program (TCDCP), established by the Tennessee Drug Treatment Act of 2003 (Tennessee Public Chapter No. 335, codified at Tennessee Code Annotated (TCA) Title 16, Chapter 22), enables the establishment of adult and juvenile drug court programs (now recovery court programs) and requires that drug court treatment services are provided to non-violent offenders under the national standards of Ten (10) Key Components outlined in Section A.2.e.
- b. Participation by defendants in any of the recovery court programs under the TCRCP is voluntary. Services to be provided by the recovery court programs under the TCRCP include intensive court supervision; mandatory drug testing; substance abuse treatment services; and other social services as an alternative to adjudication or incarceration.
- c. A certified recovery court is required to provide treatment to eligible TCRCP participants. Any substance abuse treatment services must be provided by appropriately licensed and certified personnel approved by the State. Such treatment may be provided 1) in-house under an appropriate facility license issued to the certified recovery court; 2) by licensed and certified staff providing these services for the certified recovery court; or 3) by licensed and certified community treatment providers providing these services to the TCRCP participants at the direction of the certified recovery court.
- d. "Recovery Courts", for purposes of this Grant Contract, are specialized courts or court calendars that incorporate intensive judicial supervision; treatment services; sanctions; and incentives to address the needs of non-violent offenders with addiction and/or co-occurring mental health disorders. A recovery court team, composed of the judge; prosecutor; defense attorney; recovery court coordinator; probation officer; treatment providers; and other program staff, works in concert to ensure that defendants have the support of the justice system and treatment services to address their substance abuse problems and mental health needs.
- e. Ten (10) Key Components are the basic elements that define a Drug Court. Comprehensive information regarding these components can be found at the website of the National Association of Drug Court Professionals (<http://www.nadcp.org>). The Ten (10) Key Components include:
  - (1) Drug Courts integrate alcohol and other treatment services with justice system case processing;

- (2) Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights;
  - (3) Eligible participants are identified early and promptly placed in the Drug Court program;
  - (4) Drug Courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services;
  - (5) Abstinence is monitored by frequent alcohol and other drug testing;
  - (6) A coordinated strategy governs Drug Court responses to participants' compliance;
  - (7) Ongoing judicial interaction with each Drug Court participant is essential;
  - (8) Monitoring and evaluation measure the achievement of program goals and gauge effectiveness;
  - (9) Continuing interdisciplinary education promotes effective Drug Court planning, implementation, and operations; and
  - (10) Forging partnerships among Drug Courts, public agencies, and community-based organizations generates local support and enhances Drug Court program effectiveness.
- f. "Gatekeeper", for purposes of this Grant Contract **if** the service(s) being provided under this Grant Contract are appropriate for inclusion in the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com), is the person designated by the State to do the following tasks: 1) provide instructions for which services should be included in the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com); 2) invite the Grantee to create program profile(s) in the designated state services directory at [ww.kidcentraltn.com](http://ww.kidcentraltn.com); 3) review, approve, and publish the program profile(s) created by the Grantee; and 4) monitor update activity related to the program profile(s) created by the Grantee.

A.3. Service Recipients:

The target population is adult male or female non-violent offenders who meet the criteria of a recovery court program under the TCRCP and voluntarily want to participate in a recovery court program under the TCRCP.

A.4. Service Goals:

- a. To reduce the use of jail and prison beds and other correctional services by non-violent, chemically dependent offenders by diverting them to rehabilitative programs.
- b. To reduce incidences of drug use and drug addiction among offenders.
- c. To reduce crimes committed as a result of drug use and addiction.
- d. To promote public safety through the reductions listed in Sections A.4.a. through A.4.c.
- e. To increase the personal, familial, and societal accountability of offenders.
- f. To promote effective interaction and the use of resources among local criminal justice agencies and community agencies.

A.5. Structure:

- a. The Grantee shall maintain a written program description to include: 1) projected number of participants to be served by a recovery court program under the TCRCP; 2) specific goals of the recovery court program under the TCRCP; 3) objectives of the recovery court program under the TCRCP; and 4) identification of the process and the risk and needs assessment tool to be utilized. This written program description must be maintained and be made available upon request of the State.
- b. The Grantee shall be, and ensure that each treatment provider is, structured and organizationally linked to a governing body as prescribed by the State.
- c. The Grantee shall develop, implement, and maintain written organized program policies and procedures; and create and maintain a written Policies and Procedures Manual. The Policies and Procedures Manual shall be available upon request of the State and shall minimally include policies and procedures on the following:
  - (1) The Ten (10) Key Components as identified in Section A.2.;
  - (2) Title VI of the Civil Rights Act of 1964, including posting legal notices of non-discrimination in accordance with this Grant Contract;
  - (3) Staffing and personnel requirements, including program organization chart. Documentation must also include full job descriptions and job requirements including credentials, licensure, education, and so on;
  - (4) Drug Free Workplace; and
  - (5) Notifying the State's Office of Consumer Affairs of any complaints lodged against the Grantee. Documentation must include how to lodge a complaint; who to notify in the event of a complaint; and assistance in investigation of a complaint as necessary.
- d. If the Grantee is not a certified recovery court program, the Grantee shall submit the State's Recovery Court Certification Application within six (6) months of the start of this Grant Contract and shall be approved as a Tennessee Certified Recovery Court Program within twelve (12) months of the start of this Grant Contract.
- e. The Grantee shall ensure that the Recovery Court Team members attend and participate in the National Drug Court Planning Initiative Training or other training events as prescribed by the State.
- f. The Grantee shall, and ensure that each treatment provider shall, create and maintain a file on each of the TCRCP participants to be served through a recovery court program under the TCRCP as prescribed by the State.
- g. The Grantee shall, and ensure that each treatment provider shall, only provide treatment services approved by the State, and that any services to be provided are provided by appropriately licensed and certified personnel.
- h. The Grantee shall, and ensure that each treatment provider shall, meet and agrees to comply with all program requirements, licensure requirements (facility and personnel), and reporting requirements adopted by the State, and in accordance with State and Federal laws, rules, and regulations governing treatment programs funded in whole or in part under this Grant Contract.
- i. Title VI Compliance. In accordance with Section D.8. of this Grant Contract; Rules of the Tennessee Human Rights Commission (1500-01-03); Tennessee Code Annotated (TCA) §§ 4-21-203 and 4-21-901; Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq. and its accompanying regulations); and the Civil Rights Restoration Act of 1987, the

Grantee shall comply with Title VI (also referred to as Nondiscrimination) and show compliance by all of the following:

- (1) Annually provide the State with the name and contact information of the Grantee's Title VI Coordinator.
  - (2) Ensure that the Grantee's Policies and Procedures Manual contains a section on Title VI that includes information on the following:
    - i. Filing a complaint;
    - ii. Investigations;
    - iii. Report of findings;
    - iv. Hearings and Appeal Process;
    - v. Description of the Title VI Training Program; and
    - vi. A Limited English Proficiency (LEP) procedure.
  - (3) Ensure that all staff (regular, contract, volunteer) are trained on Title VI upon employment and annually thereafter. Documentation on all training must be maintained and made available upon request of the State. Documentation shall include the following: 1) dates and duration of each training event; and 2) list of staff that completed the training on each date.
  - (4) Annually complete and submit to the State a Title VI self-survey. The self-survey shall be supplied to the Grantee by the State along with information on completion, submission, and what to do in the event another department of the State of Tennessee is also requiring the completion and submission of a Title VI self-survey.
- j. Annual Report and Audit - Sanctions and Possible Sanctions for Noncompliance. If the Grantee meets the requirements of Section D.16. of this Grant Contract, pursuant to and in accordance with the federal requirements of the Office of Management and Budget's (OMB's) Circular A-133 in addition to the State requirements described in Section D.16., the State is required to:
- (1) When the Grant Contract is funded in whole or in part with federal funds: In cases of continued inability or unwillingness to have an audit conducted in accordance with the federal requirements, Federal agencies and pass-through entities shall take appropriate action using sanctions such as:
    - i. Withholding a percentage of Federal awards until the audit is completed satisfactorily;
    - ii. Withholding or disallowing overhead costs;
    - iii. Suspending Federal awards until the audit is conducted; or
    - iv. Terminating the Federal award; and
  - (2) When the Grant Contract is funded with only State funds: In cases of continued inability or unwillingness to have an audit conducted in accordance with Section D.16., the State shall consider taking appropriate action using sanctions such as:
    - i. Withholding a percentage of payments until the audit is completed satisfactorily;
    - ii. Withholding or disallowing administrative costs (Indirect Costs, Line 22 of the Grant Budget, Attachment 1);
    - iii. Suspending Grant Contracts until the audit is completed; or

iv. Terminating the Grant Contract.

k. Monitoring. In accordance with Section D.14., the State shall conduct program monitoring as follows:

- (1) State monitors shall notify the Grantee of their arrival, prior to site visit inception. The Grantee shall make available all relevant personnel on the appointed day and at the scheduled time chosen by the State, unless otherwise arranged with the State. Deviations from the proposed site visit date must be approved by the State no later than two (2) weeks prior to the site visit date.
- (2) The Grantee shall comply with any and all requests for information as issued by the State and is required to have all information slated for review, present and ready for review on the appointed day and at the scheduled time of the review. All requested information is to be prepared as specified by the State.
- (3) Following the monitoring visit or desk review, the Grantee shall receive a Monitoring Report. If the Monitoring Report indicates that the Grantee has incurred reportable findings, the Grantee shall be required to submit a Corrective Action Plan (CAP) for the State's approval. The CAP must include the date issued, the signature of the preparer, and must address each reportable finding listed in the Monitoring Report. The CAP must also include corrective action to be implemented, person responsible for implementing corrective action, and the CAP implementation date.
- (4) Grantee correspondence concerning the CAP may be submitted to the State in hard copy or electronically, as an attachment, via electronic mail (e-mail), and must include a cover letter on Grantee letterhead, and must conform to the State-approved format, and must be submitted within the timeframe specified by the State. No facsimile CAP information will be accepted.
- (5) If the CAP is satisfactory, the Grantee shall receive a CAP Approval Letter from the State. If the CAP is unsatisfactory, the Grantee shall receive a CAP Disapproval Letter requesting amendment and resubmission to the State. After the CAP is approved, the State shall conduct a follow-up site visit within sixty (60) days after the approval of the CAP. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.

l. kidcentraltn.com. **If** the services being provided under this Grant Contract are appropriate for inclusion in the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com), the Grantee shall meet the following additional requirements:

- (1) Program Profile(s) at, and linking to, [www.kidcentraltn.com](http://www.kidcentraltn.com). The Grantee shall, under the guidance of the Gatekeeper, defined in Section A.2., create and maintain agency program profile(s) in the designated state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). The Grantee may have more than one service which is appropriate for the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). The Gatekeeper, defined in Section A.2., will provide instructions for which services should be included in the state services directory located at [www.kidcentraltn.com](http://www.kidcentraltn.com). Further, the Grantee shall update the agency program profile(s) in the designated state services directory at [www.kidcentraltn.com](http://www.kidcentraltn.com) at least every six (6) months and shall, in the event of any change in information, update the agency program profile(s) within ten (10) business days of any change. The Gatekeeper, defined in Section A.2., shall monitor the agency program profile(s) for update activity. If the Grantee has a website, Grantee's website must link to the [www.kidcentraltn.com](http://www.kidcentraltn.com) website from an appropriate section of Grantee's website. If the Grantee would like to link to specific features of the [www.kidcentraltn.com](http://www.kidcentraltn.com) website such as the My Profile,

Mobile App, Facebook, or State Services Directory features, the State will provide specific copy, links, and images for those features.

- (2) Use of the kidcentral tn logo and brand. If the Grantee develops print or electronic materials, on behalf of the State or using State funds, intended for general distribution to parents, families, children, or professionals working directly with children or families, the Grantee must place the kidcentral tn logo on those materials. Examples of covered materials include brochures, flyers, posters, and promotional postcards or mailers. The State shall provide the kidcentral tn logo. The State may instruct the Grantee to apply the full kidcentral tn brand to certain materials, using designed templates provided by the State. The kidcentral tn logo requirement does not apply to materials that have already been printed or designed, nor does it apply to materials that originate from the federal government, national organizations, or other groups where the Grantee serves as a pass-through of those materials. Further, the kidcentral tn logo and brand should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

A.6. Process:

- a. The Grantee shall continue to develop and maintain working relationships with the statewide criminal justice system, community services, mental health services providers, and alcohol and drug treatment services providers.
- b. The Grantee shall identify and assess, using a validated risk and needs assessment tool, each referral for the purpose of determining admission, treatment planning and community support needs.
- c. The Grantee shall coordinate referrals; linkage; and release-planning activities for the TCRCP participants upon completion of a drug court program under the TCRCP.
- d. The Grantee shall input service recipient service contact data, and ensure that each treatment provider shall input appropriate service recipient treatment data, into the State's data system. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein. The service recipient service contact data shall also describe the progress or lack of progress towards the goals of the TCRCP participants and any changes in the treatment and other drug court program plans for each individual TCRCP participant.
- e. The Grantee shall, and ensure that each treatment provider shall, ensure that all staff having access to the State's data system sign the State's Authorized User Agreement. Further, the Grantee shall, and ensure that each treatment provider shall, maintain copies of all signed Agreements and make them available upon request of the State.
- f. The Grantee shall, and ensure that each treatment provider shall, attend and participate in meetings, conference calls, and trainings, including trainings on the use of the State's data system as scheduled and required by the State.

A.7. Outcome – Access:

A recovery court program under the TCRCP shall be accessible to those identified in Section A.3.

A.8. Outcome – Capacity:

A recovery court program under the TCRCP shall serve the number of participants identified in Section A.5.a.

A.9. Outcome – Effectiveness:

- a. The data input into the State's data system will show the effectiveness of recovery court programs under the TCRCP by showing a reduction in recidivism for the persons who are receiving treatment services in a recovery court program under the TCRCP.
- b. The data input into the State's data system will also show the effectiveness of recovery court programs under the TCRCP by showing a reduction in the re-arrest or reconviction rates among persons who are receiving treatment services in a recovery court program under the TCRCP.
- c. Effectiveness will also be shown by recovery court participants having access to quality, evidence-based co-occurring treatment services, recovery services, and community resources that meet their individual needs as indicated in their individual program plan and a risk and needs assessment.
- d. Recovery court participants will exhibit improved familial and societal involvement and accountability.
- e. Recovery court participants will gain educational knowledge and/or employment.
- f. Recovery courts will increase the rate of retention of those individuals participating in a recovery court program under the TCRCP.
- g. Data will also show an increase in the percentage of participants who successfully complete and graduate from a recovery court program under the TCRCP.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning July 1, 2014, and ending on June 30, 2015. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy Thousand Dollars (\$70,000.00). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Mental Health and Substance Abuse Services  
ATTN: Fiscal Services  
Andrew Jackson Building, 6<sup>th</sup> Floor  
500 Deaderick Street  
Nashville, TN 37243

- a. Each invoice, using the form supplied by the State without making any changes without prior approval of the State's Office of Fiscal Services, shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
    - (1) Invoice/Reference Number (assigned by the Grantee).
    - (2) Monthly Invoice Ending Date.
    - (3) Invoice Period (to which the reimbursement request is applicable).
    - (4) Edison ID Number (replaces Contract Number) (assigned by the State).
    - (5) Grantor: Department of Mental Health and Substance Abuse Services, Division of Substance Abuse Services.
    - (6) Grantee Name.
    - (7) Grantee Tennessee Edison Vendor ID Number Referenced in Preamble of this Grant Contract and Grantee Federal ID Number (FEIN).
    - (8) Grantee Remittance Address.
    - (9) Grantee Contact for Invoice Questions (name, phone, fax, and e-mail).
    - (10) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
      - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
      - ii. The amount reimbursed by Grant Budget line-item to date.
      - iii. The total amount reimbursed under the Grant Contract to date.
      - iv. The total amount requested (all line-items) for the Invoice Period.
  - b. The Grantee understands and agrees to all of the following.
    - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
    - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
    - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out The Grantee shall submit quarterly grant disbursement reports within sixty (60) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:  
  
NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments

shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.

- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

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

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be

addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Ellen L. Abbott, Director, Office of Criminal Justice Services  
Department of Mental Health and Substance Abuse Services  
Division of Substance Abuse Services  
Andrew Jackson Building, 5<sup>th</sup> Floor  
500 Deaderick Street  
Nashville TN 37243  
Email Address: ellen.l.abbott@tn.gov  
Telephone: 615-253-7837  
Fax: 615-532-2419

The Grantee:

Ed Mitchell, Mayor  
c/o Amy E. Galyon  
Blount County Government  
Blount County Drug Court  
341 Court Street  
Maryville, TN 37804  
E-mail Address: emitchell@blounttn.org , agalyon@blounttn.org  
Telephone: 865-273-5581

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract;

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

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

- E.7. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with HIPAA.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. Rule 2 Compliance. The State and the Grantee shall comply with obligations under Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations as codified at 42 CFR § 2.1 et seq.
- a. The Grantee warrants to the State that it is familiar with the requirements of Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records, or if Rule 2 of the Confidentiality of Alcohol and Drug Abuse Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.

- E.9. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated* §12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated* §12-7-103(d).
- E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.11. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.12. Drug-Free Workplace. The Grantee agrees that it shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 of the United States Code (41 USC) §§ 701 *et seq.*, and the regulations in Title 45 of the Code of Federal Regulations (45 CFR) Part 82.
- E.13. Professional Practice. The Grantee shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, clinical practices, and service recipient/staff interaction/fraternization. Further, Grantee's personnel shall conduct their practice in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Grant Contract.
- E.14. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the section headings).

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

**FOR THE PROVISION OF THE TENNESSEE CERTIFIED RECOVERY COURT PROGRAM AT THE BLOUNT COUNTY DRUG COURT,**

**IN WITNESS WHEREOF,**

**BLOUNT COUNTY GOVERNMENT:**

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**GRANTEE SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES:**

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**E. DOUGLAS VARNEY, COMMISSIONER**

**DATE**



# Blount County, Tennessee Grant (Contract) Worksheet

(adopted February 21, 2013)

**Please provide the information below for any Grant being applied for or recently awarded.**

Once completed, return the worksheet via e-mail to the Grant Accountant at [accounting@blounttn.org](mailto:accounting@blounttn.org).

Requesting Department: Blount County Sheriff's Office

Contact Person's Name, email, phone # (person applying for grant): Doug Hancock, dhancock@blounttn.org 273-5750

Financial Reporting Person's information (if different than contact): Chief Jeff French, jfrench@bcso.com 273-5308

Project/Program Director's Name, email, phone # Chief Jeff French, jfrench@bcso.com 273-5308

Name of Granting Agency: USDOJ, Bureau of Justice Assistance

Grant Name: Blount County Sheriff's 2014-15 JAG Local Solicitation

Is a grant application required? YES  NO

Is this a one-time grant? YES  NO  If no, is the grant recurring?

**Grant Funds Requested:** \$20,209.00

**Are County Funds Required (Match)?** If so when approved, a budget amendment for match will need to be included with this form No matching funds required. 100% federal funds

**Total Amount of Grant:** \$ 20,209

Brief Description for Use of Grant Funds:  
(Equipment, Gear, Personnel, etc.)  

Funding for 5 Motorola Interoperable radios, software, hardware and programming.

If the grant is in the application processes, what is the submission deadline? June 10th, 2014

Worksheet reviewed by -  
Grant Accountant and/or Finance Director: \_\_\_\_\_

Date of Commission approval: \_\_\_\_\_

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*Please provide the remaining information once the Grant is approved.*

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Grant CFDA# (Catalog of Federal Domestic Assistance): CFDA#

Date of Grant Award: \_\_\_\_\_

Grant Period: (such as: Oct 1 - Sept 30) \_\_\_\_\_

Expiration Date of Grant, as established by the Granting Agency: \_\_\_\_\_

Anticipated Closing Date of Grant Project: \_\_\_\_\_

How will we receive the Grant Funds? (direct deposit, check, other) \_\_\_\_\_

How often will the Grant Funds be sent? (monthly, quarterly, one payment, other) \_\_\_\_\_

\*\*\*\* Attach Budget Amendment(s) to this form when grant approved \*\*\*\*

**For information only**

Mr. Hatcher was unable to be here today due to a medical procedure. I am reading this statement on his behalf.

My office has formed a partnership with Pioneer Credit Recovery at no cost to the county. The cost for Pioneer Credit Recovery will be assessed to the defendant. We will be turning over any criminal cases that are inactive prior to the last six months from their disposition date. The revenue collected will be turned over on our month end reports and go into the general fund and this will help the commission to hold down the tax rate in Blount County. I am estimating that the first year we will collect an additional \$100,000 dollars per year. In the future we hope to reach higher goals than that.