

SETTLEMENT AGREEMENT

This Settlement Agreement is being entered into by and between Paul N. White, in his official capacity as Sheriff of Anderson County ("Sheriff"), and Terry Frank, in her official capacity as Mayor of Anderson County ("Mayor"). Sheriff and Mayor are collectively referred to herein as "Parties."

WHEREAS, Sheriff filed an application in the Circuit Court of Anderson County pursuant to Tenn. Code Ann. § 8-20-101, naming Mayor as Defendant thereto pursuant to Tenn. Code Ann. § 8-20-102; and

WHEREAS, the Parties have agreed to settle and resolve the dispute between them;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Letter of Agreement.** The Parties will execute and file, pursuant to Tenn. Code Ann. § 8-20-101(c), the Letter of Agreement attached hereto.
2. **Joint Press Release.** The Parties will issue the joint press release attached hereto.
3. **Agreed Order of Dismissal.** The Parties or their counsel will execute and file the Agreed Order of Dismissal attached hereto. In the event the Court will not sign or enter the Agreed Order of Dismissal as drafted, the Parties agree to make such further changes as are necessary for it to be entered, retaining as much of the existing language as possible.
4. **Interim Order.** The Mayor and Sheriff agree that upon the filing of a fee petition pursuant to Tenn. Code Ann. § 8-20-101, entry of an interim order maintaining the number of deputies and assistants allowed in the previous fiscal year is a necessary and appropriate interim measure.

Signed this 5th day of December, 2013.



Paul N. White, in his official capacity as
Sheriff of Anderson County



Terry Frank, in her official capacity as
Mayor of Anderson County

FOR IMMEDIATE RELEASE

CONTACT: TERRY FRANK, MAYOR
(865) 457-6200

PAUL WHITE, SHERIFF
(865) 457-6224

JOINT PRESS RELEASE

December 5, 2013 – Anderson County Mayor Terry Frank and Sheriff Paul White have settled the lawsuit over the hiring of additional deputies to staff the new jail. With the assistance of jail consultants retained for the litigation by both parties, the Mayor and Sheriff worked together through mediation to consider new strategies for managing the inmates and jail staff. The parties' agreement allows the hiring of fifteen full-time permanent deputies and additional temporary deputies as the Sheriff deems appropriate, within the confines of the budget approved by the County Commission for the current fiscal year.

The Sheriff and the Mayor acknowledge that offers were made in July and September involving terms similar to the terms of the settlement. The Sheriff states that the complex and novel legal issues presented by the unique facts of the case, the poorly drafted governing state statutes, and conflicting legal advice made it impossible to settle at those times.

The Sheriff and Mayor thank their attorneys, Matthew Grossman of Frantz McConnell & Seymour, and Gregory Brown of Lowe Yeager & Brown, both of Knoxville, for assisting with the matter through to a conclusion that is satisfactory to all parties.

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IN THE CIRCUIT COURT FOR ANDERSON COUNTY, TENNESSEE

PAUL N. WHITE, in his official capacity as
Sheriff of Anderson County, Tennessee,

Petitioner,

v.

TERRY FRANK, in her official capacity as
County Mayor of Anderson County,
Tennessee,

Respondent.

No. B3LA0163

Notice of Entry Required

AGREED ORDER and FINAL JUDGMENT

Upon agreement of the parties and for good cause shown, it is ordered as follows:

The Court ratifies the Letter of Agreement, a copy of which is attached hereto.

Pursuant to Tenn. Code Ann. § 8-20-107, the Sheriff may pay all costs and expenses incurred in the prosecution of the instant action, including attorney's fees and expert witness fees, out of the fees collected by the Anderson County Sheriff's Office or by presentation of a warrant to the Anderson County Trustee. Such payments shall be allowed as a credit in settlement of the Sheriff's account with the Anderson County Trustee.

Pursuant to Tenn. Code Ann. § 5-6-112, the Mayor shall be paid from the Anderson County General Fund for the costs and expense incurred in the defense of the instant action, including attorney's fees and expert witness fees.

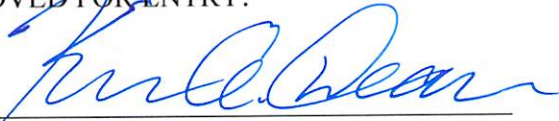
This matter is dismissed as to all other matters.

The clerk's costs are taxed equally to the parties.

SO ORDERED.

Dale Workman, Knox County Circuit Judge,
By Appointment

APPROVED FOR ENTRY:



Matthew A. Grossman (BPR No. 22107)

Kevin A. Dean (BPR No. 26267)

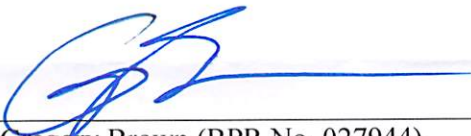
FRANTZ, MCCONNELL & SEYMOUR, LLP

P.O. Box 39

Knoxville, TN 37901

(865) 546-9321

Attorneys for Petitioner, Sheriff Paul White



Gregory Brown (BPR No. 027944)

LOWE YEAGER & BROWN

900 S. Gay Street, Suite 1950

Knoxville, TN 37902

(865) 521-6527

Attorney for Respondent, Terry Frank

LETTER OF AGREEMENT
COMPENSATION OF EMPLOYEES

Office of the Sheriff
Anderson County, Tennessee

Pursuant to Tennessee Code Annotated § 8-20-101, this Letter of Agreement by and between Sheriff Paul White and County Mayor Terry Frank is for the purpose of establishing the number of employees and authorized salaries for the Anderson County Sheriff's Department.

The parties named herein having agreed and do hereby enter into this agreement according to the provisions set forth herein:

A. The term of this Letter of Agreement shall be from July 1, 2013 to June 30, 2014.

B. In order to ensure the efficient operation of the office, it is agreed the official is authorized to employ the following full-time employees at annual salaries not to exceed the specified amounts:

1	-	Sheriff	\$	85,027.00
1	-	Chief Deputy		66,736.00
1	-	Chief Jailer		60,998.00
2	-	Captain		103,779.00
4	-	Lieutenant		188,194.00
17	-	Sergeant		702,917.00
19	-	Corporal		714,167.00

143	- Deputy Sheriff	4,220,561.00
1	- Executive Assistant	42,576.00
5	- Records Clerk	136,532.00
1	- Maintenance Personnel	39,376.00
1	- General Sessions Bailiff	23,230.00
1	- Litter Grant Officer	33,483.00
1	- Program Coordinator	46,033.00
	- Jailer/Corporal Supplement	6,986.00
198	- SALARIES	\$ 6,470,595.00
	OVERTIME	155,000.00
	TOTAL	\$ 6,625,595.00

- C. It is agreed part-time or temporary help may be employed at the discretion of the Sheriff but shall not exceed the total allocation for salaries.
- D. The parties agree the Sheriff may make changes within the salary classifications but shall not exceed the total allocation for salaries.
- E. The parties agree the Sheriff may pay overtime compensation in the amount of \$155,000.00
- F. The parties agree the Sheriff may pay salary supplements, in-service training supplements, K-9 pay, holiday pay, on-call pay, and educational incentive pay but shall not exceed the total allocation for salaries.
- G. The parties agree the Sheriff may give salary adjustments but shall not exceed the total allocation for salaries.

- H. It is agreed this Letter of Agreement shall be for up to 198 full-time employees and additional temporary employees, provided that the salaries and expenses for such employees shall not exceed \$6,625,595.00. Any temporary employee hired pursuant to this agreement shall be for a term of less than six months and shall not become a regular employee pursuant to Section 708 of the Policies and Procedures Governing the Operations of the Civil Service System for the Anderson County Sheriff's Department, unless there shall be sufficient attrition from the ranks of permanent employee jailers, to the end that the employment of the temporary employee on a permanent basis would not result in exceeding the permanent employee limits provided in this Letter of Agreement.
- I. It is further agreed in anticipation of employee turnover and probationary salaries, the amount budgeted for salaries and overtime by the Anderson County Board of Commissioners shall be \$6,625,595.00.
- J. For purposes of Tenn. Code Ann. § 8-20-120, the Sheriff agrees that the budget amount for fiscal year 2013-2014 is \$6,625,595.00 and the number of employees is as shown in Paragraph B, including 15 new deputy sheriff positions (which shall be considered permanent employees for purposes of the same statute). Additional temporary employees shall not be considered for purposes of Tenn. Code Ann. § 8-20-120.

In witness whereof, the parties have set their signatures.

This the 5th day of December, 2013

Paul White

SHERIFF PAUL WHITE

12-5-13

DATE

Terry Frank

COUNTY MAYOR TERRY FRANK

12-5-13

DATE