

AGENDA
BOARD OF COMMISSIONERS AGENDA COMMITTEE MEETING
TUESDAY, NOVEMBER 4, 2014, 6:30 P.M.
Room 430, Blount County Courthouse

A. PUBLIC INPUT ON ITEMS ON THE AGENDA.

B. APPROVAL OF AGENDA COMMITTEE MINUTES:

1. October 7, 2014 meeting.

C. SETTING OF AGENDA.

D. ITEMS FOR CONSENT CALENDAR:

1. Minutes:
 - a. October 7, 2014 called County Commission meeting.
 - b. October 7, 2014, Zoning Public Hearing.
 - c. October 14, 2014, called County Commission meeting.
 - d. October 30, 2014, County Commission meeting.
2. Approval of Deputy Sheriff and Notary Public bonds and oaths.
3. Election of Notaries.
4. Appointments:
5. Proclamation honoring Vickie McMurray. (Dodd Crowe)

E. UNFINISHED BUSINESS:

F. NEW BUSINESS:

1. Budget Transfers.
2. Budget Increases:
3. Other Budget Items.
4. Request to place portrait in the County Commission Room pursuant to Resolution Number 14-04-004. (Jerome Moon)
5. A resolution approving a certain lease agreement with Eagleton Ball Park, Inc., and authorizing the execution thereof. (Steve Samples)
6. A resolution approving regulations governing the use of the County Right-of- Way. (Gary Farmer)
7. Setting of Zoning Public Hearings: (Jeff Headrick)
 - a. Request to rezone 3416 Garner Circle from R-1-Rural District 1 to C-Commercial.
 - b. Request to rezone 4252 East Lamar Alexander Parkway from Rural District 1 (R-1) to Rural Arterial Commercial (RAC).

G. ANNOUNCEMENTS AND STATEMENTS.

H. PUBLIC INPUT ON ITEMS NOT ON THE AGENDA.



**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, October 07, 2014 at 6:30 pm at the courthouse in Maryville, Tennessee.

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

Mike Akard - present	Mike Caylor - present	Mike Lewis - absent
Andy Allen - present	Thomas Cole - absent	Kenneth Melton - present
Archie Archer - present	Dodd Crowe - absent	Karen Miller - present
Brad Bowers - absent	Jamie Daly - present	Tona Monroe - present
Shawn Carter - present	Gary Farmer - present	Jerome Moon - present
Rick Carver - present	Ron French - absent	Steve Samples - present
Grady Caskey - present	Jeff Headrick - present	Tom Stinnett - present

There were 16 present and 5 absent. Chairman Samples declared a quorum to exist. The following proceedings were held to-wit:

IN RE: MINUTES OF SEPTEMBER 9, 2014 MEETING.

Commissioner Carver made a motion to approve the minutes. Commissioner Caskey seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - abstain	Samples - yes
Archer - abstain	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

There were 14 voting yes, 0 voting no, 2 abstaining, and 5 absent. Chairman Samples declared the motion to have passed.

IN RE: SETTING OF AGENDA.

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

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - abstain	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

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

**IN RE: MINUTES OF SEPTEMBER 18, 2014 COUNTY COMMISSION MEETING and
APPROVAL OF DEPUTY SHERIFF AND NOTARY PUBLIC BONDS AND OATHS and
ELECTION OF NOTARIES and
APPOINTMENT TO BLOUNT COUNTY COMMUNITY ACTION AGENCY.**

Commissioner Moon made a motion to send the items to the consent calendar of the October County Commission meeting and to add Representative Art Swann's name as the appointment to the Blount County Community Action Agency Board. Commissioner Carver seconded the motion.

A vote was taken on the motion:

Akard - yes	Carver - yes	Daly - yes	Melton - yes
Allen - yes	Caskey - yes	Farmer - yes	Miller - yes
Archer - yes	Caylor - yes	French - absent	Monroe - yes
Bowers - absent	Cole - absent	Headrick - yes	Moon - yes
Carter - yes	Crowe - absent	Lewis - absent	Samples - yes

Stinnett - yes

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

IN RE: APPOINTMENT TO PUBLIC RECORDS COMMISSION: RON FRENCH, COMMISSIONER (REAPPOINTMENT); JUDGE WILLIAM R. BREWER, JR. (REAPPOINTMENT); BETTY BOONE BEST, GENEALOGIST (REAPPOINTMENT) and APPOINTMENT TO PURCHASING COMMISSION: MIKE LEWIS (REAPPOINTMENT), STEVE SAMPLES (REAPPOINTMENT), JEROME MOON (REAPPOINTMENT), THOMAS COLE.

Commissioner Moon made a motion to send the items to the agenda of the October County Commission meeting under agenda item D. Commissioner Farmer seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 14 voting yes, 2 voting no, 0 abstaining, and 5 absent. Chairman Samples declared the motion to have passed.

IN RE: RESOLUTION TO AMEND GENERAL COUNTY FUND BUDGET - \$30,500.00.

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

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - yes	

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

IN RE: A RESOLUTION AUTHORIZING TRINITY BENEFIT ADVISORS TO PROVIDE AN ONLINE BENEFIT OPEN ENROLLMENT ADMINISTRATION SYSTEM FOR THE 2015 PLAN YEAR.

Commissioner Farmer made a motion to send the item to the agenda of the October County Commission meeting. Commissioner Stinnett seconded the motion.

A vote was taken on the motion:

Akard - no	Caskey - abstain	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 10 voting yes, 5 voting no, 1 abstaining, and 5 absent. Chairman Samples declared the motion to have failed.

Commissioner Moon made a motion to reconsider. Commissioner Carver seconded the motion.

A vote was taken on the motion to reconsider:

Akard - no	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 11 voting yes, 5 voting no, 0 abstaining, and 5 absent. Chairman Samples declared the motion to reconsider to have passed.

A vote was taken on the reconsidered motion:

Akard - no	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 11 voting yes, 5 voting no, 0 abstaining, and 5 absent. Chairman Samples declared the motion to have passed.

IN RE: COMPTROLLER LETTER REGARDING THE FISCAL YEAR 2014-15 BUDGET.

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

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

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

IN RE: RESOLUTION TO AMEND THE ZONING RESOLUTION OF BLOUNT COUNTY, TENNESSEE, SECTION 7.4-D-7(a) TOWER SEPARATION REQUIREMENTS.

Commissioner Farmer made a motion to send the item to the agenda of the October County Commission meeting. Commissioner Melton seconded the motion.

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - abstain	Miller - no	
Carver - yes	Farmer - yes	Monroe - yes	

There were 13 voting yes, 2 voting no, 1 abstaining, and 5 absent. Chairman Samples declared the motion to have passed.

IN RE: A RESOLUTION AMENDING THE RULES REGULATING THE PROCEDURES OF THE BOARD OF COUNTY COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE.

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

A vote was taken on the motion:

Akard - no	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - no	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

There were 11 voting yes, 5 voting no, 0 abstaining, and 5 absent. Chairman Samples declared the motion to have passed.

IN RE: A RESOLUTION NAMING THE BRIDGE AT OLD WALLAND HIGHWAY, IN WALLAND, TENNESSEE, THE GORDON EDWARD WRIGHT, SR. MEMORIAL BRIDGE.

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

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - yes	Farmer - yes	Monroe - yes	

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

IN RE: A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN BLOUNT COUNTY, TENNESSEE, THE BLOUNT COUNTY SHERIFF'S OFFICE, AND THE FIFTH JUDICIAL DRUG TASK FORCE FOR THE ALLOCATION AND USE OF COUNTY PROPERTY.

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

A vote was taken on the motion:

Akard - yes	Caskey - yes	French - absent	Moon - yes
Allen - yes	Caylor - yes	Headrick - yes	Samples - yes
Archer - yes	Cole - absent	Lewis - absent	Stinnett - yes
Bowers - absent	Crowe - absent	Melton - yes	
Carter - yes	Daly - no	Miller - no	
Carver - yes	Farmer - yes	Monroe - no	

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

IN RE: ADJOURNMENT.

Chairman Samples declared the meeting to be adjourned.



**STATE OF TENNESSEE
COUNTY OF BLOUNT**

BE IT REMEMBERED that a special called meeting of the Blount County Board of Commissioners was held on Tuesday, October 7, 2014 at 4:30 PM at the courthouse in Maryville, Tennessee.

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

Mike Akard - absent	Mike Caylor - absent	Mike Lewis - absent
Andy Allen - present	Thomas Cole - absent	Kenneth Melton - present
Archie Archer - present	Dodd Crowe - absent	Karen Miller - present
Brad Bowers - absent	Jamie Daly - present	Tona Monroe - present
Shawn Carter - present	Gary Farmer - absent	Jerome Moon - present
Rick Carver - absent	Ron French - absent	Steve Samples - present
Grady Caskey - present	Jeff Headrick - present	Tom Stinnett - present

There were 12 present and 9 absent. Chairman Moon declared a quorum to exist. Mike Akard and Rick Carver arrived after the roll was taken. The following proceedings were held to-wit:

IN RE: PRESENTATION BY PUBLIC FINANCIAL MANAGEMENT REGARDING REFINANCING OF E-3-B DEBT.

Lauren Lowe from Public Financial Management gave a presentation regarding the county's E-3-B debt. No action was taken.

IN RE: ADJOURNMENT.

Chairman Moon declared the meeting to be adjourned.



**STATE OF TENNESSEE
COUNTY OF BLOUNT**

BE IT REMEMBERED that a zoning public hearing was held on Tuesday, October 7, 2014 at 6:15 PM at the courthouse in Maryville, Tennessee.

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

Mike Akard - present	Mike Caylor - present	Mike Lewis - absent
Andy Allen - present	Thomas Cole - absent	Kenneth Melton - present
Archie Archer - present	Dodd Crowe - absent	Karen Miller - present
Brad Bowers - absent	Jamie Daly - present	Tona Monroe - present
Shawn Carter - present	Gary Farmer - present	Jerome Moon - present
Rick Carver - present	Ron French - absent	Steve Samples - present
Grady Caskey - present	Jeff Headrick - present	Tom Stinnett - present

There were 16 present and 5 absent. Chairman Moon declared a quorum to exist. The following proceedings were held to-wit:

**IN RE: PUBLIC HEARING REGARDING A RESOLUTION TO AMEND THE ZONING RESOLUTION
OF BLOUNT COUNTY, TENNESSEE, SECTION 7.4-D-7(a) TOWER SEPARATION
REQUIREMENTS.**

Chairman Moon asked for any comments from the audience regarding the resolution. There was no comment.

IN RE: ADJOURNMENT.

Chairman Moon declared the hearing to be adjourned.



**STATE OF TENNESSEE
COUNTY OF BLOUNT**

BE IT REMEMBERED that a called meeting of the Blount County Board of Commissioners was held on Tuesday, October 14, 2014 at 5:30 pm at the courthouse in Maryville, Tennessee.

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

Mike Akard - absent	Mike Caylor - present	Mike Lewis - present
Andy Allen - present	Thomas Cole - present	Kenneth Melton - present
Archie Archer - present	Dodd Crowe - present	Karen Miller - present
Brad Bowers - present	Jamie Daly - present	Tona Monroe - present
Shawn Carter - present	Gary Farmer - present	Jerome Moon - present
Rick Carver - present	Ron French - present	Steve Samples - present
Grady Caskey - absent	Jeff Headrick - absent	Tom Stinnett - present

There were 18 present and 3 absent. Chairman Moon declared a quorum to exist. The following proceedings were held to-wit:

IN RE: DETERMINATION OF TYPE OF FINANCING FOR COUNTY'S E-3-B DEBT.

Commissioner Lewis made a motion to prepare a bond resolution using option 3-B to refund the E-3-B bond issue. Commissioner Carver seconded the motion.

Commissioner French made a motion to amend to place the resolution on the agenda of the November meeting. Commissioner Stinnett seconded the motion.

A vote was taken on the motion to amend:

Akard - absent	Caskey - absent	French - yes	Moon - yes
Allen - yes	Caylor - no	Headrick - absent	Samples - yes
Archer - no	Cole - no	Lewis - no	Stinnett - yes
Bowers - yes	Crowe - no	Melton - yes	
Carter - yes	Daly - yes	Miller - yes	
Carver - no	Farmer - no	Monroe - no	

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

A vote was taken on the original motion:

Akard - absent	Caskey - absent	French - yes	Moon - yes
Allen - yes	Caylor - yes	Headrick - absent	Samples - yes
Archer - yes	Cole - no	Lewis - yes	Stinnett - yes
Bowers - yes	Crowe - yes	Melton - yes	
Carter - yes	Daly - yes	Miller - no	
Carver - yes	Farmer - yes	Monroe - yes	

There were 16 voting yes, 2 voting no, 0 abstaining, and 3 absent. Chairman Moon declared the motion to have passed.

IN RE: ADJOURNMENT.

Chairman Moon declared the meeting to be adjourned.

RESOLUTION NO. 14-11-002

Sponsored by Commissioners Dodd Crowe and Tom Cole

A PROCLAMATION HONORING VICKIE MCMURRAY

WHEREAS, the Tennessee School Nutrition Association promotes high standards for child nutrition and school community programs with emphasis on nutritionally adequate meals that are appealing to children; and

WHEREAS, one of the awards granted annually by the Tennessee School Nutrition Association is the *Health Now Award*; and

WHEREAS, the 2014 *Health Now Award*, was presented to Vickie McMurray, Carpenters Middle School Cafeteria Manager, for a project focusing on the increase in daily intake of whole grain products, vegetables, and fruits; and

WHEREAS, since becoming the Cafeteria Manager at Carpenters Middle School, Vickie McMurray has won numerous awards for child nutrition and community programs, including the *Best Practice Award*, *Louise Sublette Award*, the *Thelma Flanagan Award*, and in 2003, was awarded a \$500.00 grant from the Southeast United Dairy Industry Association for piloting the Breakfast in the Classroom; and

WHEREAS, Vickie McMurray has been a dedicated employee of Blount County Government for the past 27 years, having served as an employee of the Blount County Sheriff's Office in the medical department, and also working for many years as Cafeteria Manager at Carpenters Middle School; and

WHEREAS, Vickie McMurray will be retiring from her position at Carpenters Middle School on December 31, 2014; and

WHEREAS, the Blount County Board of Commissioners feel it is fitting to give their appreciation to Vickie McMurray for her many achievements and outstanding service to the citizens of Blount County, including the thousands of children she has encouraged and educated through creative ways to eat healthier and more nutritiously.

NOW, THEREFORE, the Blount County Board of Commissioners, meeting in regular session on this 20th day of November, 2014, hereby proclaims that the service and many achievements of Vickie McMurray are sincerely appreciated and hereby recognized and honored.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

Budget Transfers

Commission Action Needed

Fund	Amount	Budget Committee	Vote
131 Highway	\$130,000	Recommended	5 – Yes

Blount County Government
Budget Amendment Request
FY 14-15

Type of Amendment:

Transfer

☒

Increase/Decrease

Department: highway

Account: 131-0-402100-0

	Account Number	Description	Amount
TO	131-0-402100-0	local option sales tax	130,000.00
Used with transfers			
(or)			
APPROPRIATION			
Used with inc/dec			
Total			130,000.00

	Account Number	Description	Amount
FROM	131-0-489900-0	other	130,000.00
Used with transfers			
(or)			
EST REVENUE			
Used with inc/dec			
Total			130,000.00

Explanation: adjustment to estimated revenues for local option sales tax in order to meet
MOE for department for FY 14-15 as requested by R. Vineyard's office.

Bill Omlap Jr 10/28/14

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.

Budget Increases/Decreases

Commission Action Needed

Fund	Amount	Budget Committee	Vote
131 Highway	\$1,200,000	Recommended	5 – Yes

RESOLUTION NO. 14-11-006

Sponsored by: Commissioners Steve Samples and Jerome Moon

A RESOLUTION TO AMEND HIGHWAY FUND BUDGET.

WHEREAS, Blount County would like to amend the Highway Fund Budget to appropriate funds for State Aid Projects

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

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Blount County, Tennessee assembled in regular session this 20th day of November, 2014 that the General County Fund Budget shall be amended as follows:

Revenue:

131-0-489900	Other	\$1,200,000.00
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Appropriation:

131-62000-500726	State Aid – Bridges	\$1,000,000.00
131-62000-500723	Right-of-Way	<u>200,000.00</u>
	Total	\$1,200,000.00

Duly authorized and approved this 20th day of November, 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: highway

Account: 131-062000

	Account Number	Description	Amount
TO	131-062000-500726-0	state aid-bridges	1,000,000.00
Used with transfers	131-062000-500723-0	right-of-way	200,000.00
(or)			
APPROPRIATION			
Used with inc/dec			
Total			1,200,000.00

	Account Number	Description	Amount
FROM	131-0-489900-0	other	1,200,000.00
Used with transfers			
(or)			
EST REVENUE			
Used with inc/dec			
Total			1,200,000.00

Explanation: complete state aid bridge projects: E. Millers Cove \$148,000, Big Elm Road \$475,000 & Andy Harris Road \$200,000, Contingency \$177,000 and completion of the Defoe Right-of-Way project \$200,000

Bill Doolap Jr 10/28/14

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.

Other Budget Items

Commission Action Needed

Item	Budget Committee	Vote
Resolution for Kronos HR/Payroll System	Recommended	5 – Yes
Debt Service Fund Balance Policy	Info Only	
Actuarial Report for General Liability & Workers Comp Funds	Info Only	
Sequestration Notice	Info Only	
Bond Refunding Resolution	Recommended	5 – Yes

Sponsored By Commissioners: Jerome Moon and Steve Samples

A RESOLUTION TO AWARD AN AGREEMENT THAT EXTENDS BEYOND THE END OF THE CURRENT FISCAL YEAR FOR A HUMAN RESOURCES, PAYROLL, AND TIMEKEEPING SERVICES SOLUTION TO KRONOS, INC.

WHEREAS, the Board of County Commissioners of Blount County, Tennessee has adopted the provisions of Tennessee Code Annotated §5-14-101 et. seq., known as the County Purchasing Law of 1957; and

WHEREAS, Tennessee Code Annotated §5-14-108(m) (1) states that the County Purchasing Agent is authorized to purchase and contract to purchase materials, supplies, equipment and contractual services on a fiscal year basis, but no commitment shall be made which extends beyond the end of the current fiscal year for which appropriations have been made by the county legislative body, except such commitments as are authorized by resolution of the county legislative body; and

WHEREAS, Blount County has the need for an automated Human Resources, Payroll, and Timekeeping services solution, and

WHEREAS, Blount County Purchasing issued a Request for Proposal for a solution for these services, and

WHEREAS, Kronos, Inc. was deemed the firm offering the solution that is in the best interest of Blount County, and

WHEREAS, the business case for the purchase of this solution was presented to the Blount County Commission, and

WHEREAS, the funding for the software licenses, data collection equipment, implementation services, training, and first year support and cloud hosting was approved for appropriation by the Blount County Commission on the 17th day of July, 2014, and

WHEREAS, the duration of the solution implementation and training is estimated to be between 24-40 weeks, and

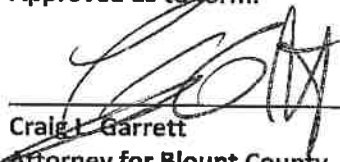
WHEREAS, if desired by the County and funding is appropriated, the agreement for software support and cloud hosting shall renew for one-year periods upon expiration of the then-current term unless sixty (60) days notice is given, and

WHEREAS, the agreement negotiated between Blount County and Kronos, Inc. has been approved as to form by the County attorney,

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this 20th day of November, 2014, that a Procurement Agreement with Kronos, Inc., Blount County Contract No. 2013-2256, be duly authorized and approved for Blount County, Tennessee.

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

Approved as to form:



Craig L. Garrett
Attorney for Blount County, TN

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approve: _____

Vetoed: _____

County Mayor

Date

Memo

To: Purchasing Commission
From: Bill Rahner, Project Manager
Date: October 30, 2014
Re: PROJECT UPDATE: Payroll & Human Resources System Project

The purpose of this memo is to update the Purchasing Commission on the Payroll and HR System Project because the proposed contract involves a spending commitment by Blount County totaling approximately \$2.7 million over a 5 year period.

Project History

- In 2013, County officials identified the need to automate Payroll, Timekeeping and Human Resources functions and processes to modernize systems and improve process efficiency.
- The project team developed a Request for Proposal ("RFP"), which was published and sent to certain vendors identified as specializing in such application programs.
- Ten (10) vendors submitted proposals; Four (4) were selected to make presentations
- After presentations, evaluations and a site visit with Salem, VA, KRONOS was determined to be the vendor best able to meet Blount County's needs.
- A presentation was made to the Budget Committee on July 7, 2014 (presentation submitted with this memo), which requested project funding and contract negotiations with KRONOS.
- The presentation was again made to the County Commission on July 17, which approved the requested project funding of approximately \$1.3 MM for the current fiscal year, agreed with the selection of KRONOS as the preferred vendor, and authorized contract negotiations with KRONOS.

Contract Negotiations

- Specifications and contract provisions necessary for success were determined by the project team.
- The Franklin, Tennessee contract with KRONOS was used as a tool for contract negotiations because of the favorable terms Franklin had already negotiated with KRONOS.
- Several changes were requested by Blount County, some of which were accepted, some of which were negotiated, and a few of which were not accepted by KRONOS.
- Blount County's project team and KRONOS have agreed on the contract provisions (the package is submitted with this memo) as of September 30, 2014, **subject to approval** by the Purchasing Commission and the County Commission.
- In the opinion of the project team, the contract will adequately meet Blount County's needs and protect the County's interests. It provides for cancellation by Blount County with 60 days' written notice.

Current Status and Request

- The contract provides for: (a) the purchase of software licenses and hardware (time entry devices), (b) cloud hosting services, (c) maintenance & support for the software, hardware, and hosting services, (d) training & education for users, (e) consulting services necessary to implement the system for the county, and (f) warranties for the software, hardware and services.
- Approval by the Purchasing Commission of the contract package is requested in order to advance the request to the County Commission for consideration and approval.

Blount County, Tennessee

Procurement Agreement

Blount County Contract No. 2013-2256

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between Blount County, Tennessee ("COUNTY"), and Kronos, Inc. of Chelmsford, MA ("VENDOR"), who mutually agree as follows:

1. COUNTY issued (a) on January 03, 2014, RFP 2013-2256, a request for proposals to supply and deliver a HR and Payroll Services Solution for Blount County, TN, and (b) on January 30, 2014 Addendum No. 1 to RFP 2013-2256 and (c) on January 31, 2014 Addendum No. 2 to RFP 2013-2256 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to COUNTY's SOLICITATION, VENDOR submitted a proposal dated February 06, 2014 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein. VENDOR'S submittal was deemed most advantageous to the COUNTY.
3. VENDOR has now also submitted a Certificate of Insurance dated September 30, 2013, and a Certificate of Insurance dated _____, with endorsement, that collectively meet or exceed COUNTY's Insurance Requirements, copies of all of which are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted (a) VENDOR's initial Order Form, (b) VENDOR's Services Scope Statement, (c) VENDOR's Sales, Software License And Services Agreement, and (d) VENDOR's Cloud Hosting Addendum Supplemental Terms and Conditions (collectively, "VENDOR's CONTRACT DOCUMENTS"), all executed and approved by the parties with the execution of this Agreement, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
5. COUNTY now desires to retain VENDOR to supply and deliver a Human Resources, Payroll, and Timekeeping System pursuant to this AGREEMENT. VENDOR's CONTRACT DOCUMENTS describe the products, services and associated cost specifically selected and ordered under this AGREEMENT.
6. In the event of a conflict between COUNTY's SOLICITATION and VENDOR's SUBMITTAL, COUNTY's SOLICITATION shall supersede conflicting terms and conditions found in VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by COUNTY. VENDOR's CONTRACT DOCUMENTS shall supersede all the terms and conditions found in either COUNTY's SOLICITATION or VENDOR's SUBMITTAL, except that COUNTY's Standard Procurement Terms and Conditions as modified for this particular procurement and incorporated into VENDOR's CONTRACT DOCUMENTS shall supersede conflicting terms and conditions found in VENDOR's CONTRACT DOCUMENTS.

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For COUNTY:

(signature of VENDOR's authorized representative)

(signature of COUNTY's authorized representative)

TITLE: _____

TITLE: Purchasing Agent

TITLE: Mayor

Approved as to Form:

Mr. Craig L. Garrett
Attorney for COUNTY

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 1

SOLICITATION



REQUEST FOR PROPOSAL

BLOUNT COUNTY PURCHASING DEPARTMENT
385 COURT STREET
MARYVILLE, TENNESSEE 37804-5906



Proposals are being accepted for HR and Payroll Services Solution for Blount County, TN as stated herein.

Proposals shall be sealed and submitted to:

**Blount County Purchasing Department
Blount County Courthouse, Room 319
385 Court Street
Maryville, TN 37804-5906**

Public Opening of the proposals will be held at the above address on **February 03, 2014 at 1:30 p.m. local time**. The company name of the respondents will be the only information read aloud.

TABLE OF CONTENTS:

Page 1	Request for Proposal (RFP) Cover Page
Pages 2 - 5	Terms and Conditions
Pages 6 - 11	RFP Provisions
Page 12	Insurance Checklist
Page 13	Background Check Compliance
Page 14	Title VI (<i>voluntary disclosure</i>)
Page 15	Form W-9 (<i>to be submitted upon request</i>)

DATE ISSUED:	January 03, 2014
RFP No:	2013-2256
RFP TITLE:	HR and Payroll Services Solution for Blount County, TN
RFP DEADLINE DATE & TIME:	February 03, 2014 at 1:30 p.m. local time
RFP CONTACT:	Teresa Johnson, Purchasing Agent, tjohnson@blounttn.org
CONTACT PHONE:	(865) 273-5740

HR and Payroll System for Blount County, TN

Terms and Conditions of the Request for Proposal

1. Award

The right is reserved, as the interest of the County may require, to reject any and all proposals in whole or in part and to waive any informality in proposals received. The County reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity proposed unless qualified by specific limitation of the proposer. The contract shall be awarded to the responsive, responsible vendor(s) whose proposal will be most advantageous to the County. Disputes arising from the award of this RFP must be submitted in writing to the Blount County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Blount County for the goods and services specified or insufficient funds exist for future orders, Blount County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Proposals

(A) Vendors are expected to examine all RFP documents. Failure to do so will be at the vendor's risk. Each proposer, by submitting a proposal, represents that the RFP documents have been read and fully understood.

(B) All information required by the RFP shall be submitted. The vendor shall sign their proposal; erasures or other changes shall be initialed by the person signing the offer.

(C) Unit price shall include freight unless otherwise specified in the RFP. In case of discrepancy between any unit price and an extended price, the unit price shall govern.

(D) Alternate proposals for supplies or services other than those specified will not be considered unless authorized by the RFP.

(E) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the RFP.

(F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective vendor to notify Blount County Purchasing if there is a question as to the specifications or RFP procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less 96 hours, excluding weekends and legal holidays, prior to the proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-113. These requirements also apply to specifications or procedures that are in error or ambiguous.

4. Addenda

No modifications to the RFP shall be binding upon the County unless made in writing by an authorized representative of the Blount County Purchasing Department. RFP addenda, if issued, are posted on the County's website: <http://www.blounttn.org/purchase.aspx>. Prior to submitting a proposal, it is the responsibility of the vendor to ascertain that they have received all addenda issued and respond accordingly. No addenda will be issued later than 48 hours, excluding weekends and legal holidays, prior to bid deadline per T.C.A. § 12-4-113.

5. Submission of Proposals

(A) Proposals shall be enclosed in sealed envelopes and addressed to the Blount County Purchasing Department, 385 Court Street, Maryville, Tennessee 37804-5906. The name and address of the vendor shall be identified on the face of the envelope along with the RFP number and title. Proposals for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.

(B) Blount County does not accept proposals by facsimile or any electronic transmission. See Clause 6 under Terms and Conditions of the Request for Proposals regarding proposal modifications or withdrawal.

(C) Samples of items, when required, must be submitted within time agreed upon and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at vendor's request and expense unless otherwise specified in the RFP.

6. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by signed written notice to Blount County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the RFP deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change; the representative shall sign a receipt for the withdrawal of a proposal. A telegraphic notice with an authorized signature would be acceptable for proposal modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed proposal is opened.

7. Late Proposals

It is the responsibility of the vendor to deliver their offer or modification on or before the RFP deadline date and time. The time of record will be the date/time stamp of the Blount County Purchasing Department. Late proposals will not be considered or returned.

8. Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The County will be free to use all information in the vendor's proposal for the County's purposes. Vendor proposals shall remain confidential until the County's evaluation is complete. The vendor understands that any material supplied to the County may be subject to public disclosure under the Tennessee Open Records Act.

HR and Payroll System for Blount County, TN
Terms and Conditions of the Request for Proposal

9. Confidentiality

This document contains confidential and proprietary information intended solely for the use of the individual or entity to which it is sent. The reproduction by photographic, electronic, or other means is permitted only for the sole purpose of preparing a response. If a response is not appropriate, or if the vendor is notified that he/she is not going to be given further consideration in this process, the vendor must properly destroy the original document and all copies (including any electronic copies) in the vendor's possession.

10. Disclosure

The vendor shall not disclose any information concerning this Request for Proposal (RFP) or the contents contained therein to anyone, other than the vendor's officers and managers directly involved in preparing the vendor's response to this RFP document for the benefit of Blount County Government. Any disclosure of this document or any of its contents to any sub-contractor requires the same or substantially similar obligations of confidentiality to the vendor's organization.

11. Item Availability

Vendors must accept responsibility for verifying availability of specified items prior to proposal submission. Vendor shall notify the County no less than 96 hours, excluding weekends and legal holidays, prior to the RFP deadline per T.C.A. § 12-4-113 if specified items are discontinued, replaced, or will not be available for an extended period of time.

12. Delivery

Delivery will be f.o.b. destination to the requesting department; this will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

13. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

14. Qualifications of Vendor

The County may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work and the vendor shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

15. Subcontracts

The vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

16. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this RFP require that all decisions made as to matters concerning this RFP be made on an individual firm basis. By signing this bid, the vendor

certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's proposal. Any concerted activity with respect to this RFP will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

17. Compliance with Applicable Laws

The proposer shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

18. Failure to Submit Proposal or Notice

If no proposal is to be submitted it is not necessary to return the RFP; however, notice should be given to the County advising whether further RFPs for the type of supplies or services covered by this RFP are desired. Failure of the recipient to submit a proposal or to notify the County that further RFPs are desired may result in removal of the recipient's name from the County's vendor list for the type of supplies or services covered by the RFP.

HR and Payroll System for Blount County, TN

Terms and Conditions of Purchase

1. Definitions

A. The "County" is Blount County, Tennessee, and includes its designated representatives.

B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

C. The "Specifications" includes instructions to proposers, the terms and conditions, the definitions and the technical specifications of the work.

D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

E. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

F. The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of this contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish supplies/services will be made via purchase order signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this RFP. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

4. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

5. Inspection and Acceptance

No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material which is discovered to be defective or does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced

without buyer's written authorization. Such return shall in no way affect the County's discount privileges. Such right to return offered to the County arising from the County's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

6. Warranty

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said material or goods or by payments for them.

7. Patents

The seller guarantees that the article described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

8. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

9. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

10. Invoices

Invoices shall be submitted to address as noted on the Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

11. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

HR and Payroll System for Blount County, TN
Terms and Conditions of Purchase

12. Time of Delivery

To insure adequate service level to the people, Blount County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

13. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative on the work.

14. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

15. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgment and discretion of the Purchasing Agent. In the event of such termination the Contractor shall be liable for any excess cost incurred by the County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

16. Responsibility for Supplies

The Contractor shall be responsible for supplies until they are delivered and accepted and the contractor shall bear all risk for rejected supplies after notice of rejection.

17. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

18. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

19. Public Notice – Title VI of the 1964 Civil Rights Act

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Blount County.

20. Non-Conflict

No employee, officer or agent of Blount County shall participate in the selection or award of or administration of a contract if a conflict of interest, real or apparent, would be involved.

HR and Payroll Services Solution for Blount County, TN
Request for Proposal No. 2013-2256

Intent: Blount County, TN is seeking proposals from qualified vendors to provide a cloud-based Human Resources, Payroll, and Time & Attendance Services Solution for Blount County, TN. The County would also be interested in an optional Benefits module. The County will also consider a software purchase separately as a possible solution. Vendors are invited to submit proposals on one or both solutions. The County will require a “go live” date of July 01, 2014.

Background: Blount County Government is a local government comprised of various funds with a centralized accounting system. We are looking for a solution to streamline our HR and Payroll functions including Time & Attendance. Our system’s information, including Payroll, is currently managed using an antiquated 1980’s in-house custom modified iSeries system. Blount County does not currently have an HR or Benefits software system. Time & Attendance is handled through manual timesheets.

Blount County, TN current information:	
Number of FEINs	3 – General County, Schools, and Highway
Number of Employees	1754 Full time & 881 Part time
Number of W2s Issued	3,500 estimated
Payroll Processing Frequency	Currently it varies depending on the payroll: Semi-monthly for General County and Schools – 2,305 Monthly for substitute teachers – 200-250 Bi-weekly for Highway and Library – 80 100% Direct Deposit
Number of Locations	35 (schools, central office for school department, courthouse, justice center, operations center (houses highway dept., school maintenance, and development offices), library, health dept., 2 off-site county clerk offices)

Current technologies used at Blount County Government include:

- TCP/IP Network, Switched network
- Multiple Subnets within organization
- Multiple Windows 2003 and 2008 servers
- Internet Access at the desktop
- Windows XP & Windows 7 at the desktop
- MS Office

HR and Payroll Services Solution for Blount County, TN
Request for Proposal No. 2013-2256

Proposal Cost: This RFP is not a commitment by Blount County Government to fund any development, to lease or purchase any equipment, products, services or any other materials from the vendor. Blount County Government will not be liable for any direct or indirect costs that the vendor may incur in the preparation or production of a response to this RFP, or for any subsequent sales, due diligence, or negotiation costs.

Evaluation and Award: In addition to cost, proposals shall be evaluated on the products and services offered as well as the experience and capability of the vendor. Blount County reserves the right to make multiple awards and also to reject any or all proposals for any reason. Award, if made, will be to the responsible, responsive vendor(s) submitting the proposal that is most advantageous to the County. Proposers may be invited to make a presentation to the County. The County reserves the right to negotiate any contract terms and shall notify of award or non-award within 30 days of the RFP deadline.

Vendor Requirements:

Vendor(s) must meet or exceed the following to be considered for award:

- Must have provided solution within the last 3 years for at least one public sector organization with similar size and complexity as Blount County.
- Complied with all instructions in the RFP and provided a response to all items requested with sufficient detail for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the County Purchasing Agent to be either a defect that the Agent can waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
- Deemed by the County to be financially responsible and properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

HR and Payroll Services Solution for Blount County, TN
Request for Proposal No. 2013-2256

Solution Requirements: The vendor must describe how their proposed solution would address the following minimum Blount County requirements:

- Time and Attendance
 - Sign in/out on various types of devices (computer, time clock, etc.)
 - Web interface for supervisors to correct errors & make adjustments
 - Web-based time off requests
 - Configurable rules based on department because of different work hours, policies, accumulations, etc.
 - Ad-hoc reporting (absences, vacations, etc.) available to supervisors
 - Upload data to payroll
 - Payroll can enter exceptions
 - Tracking of leave
 - Automatic rounding of time
- Payroll
 - Integrated with Human Resources
 - New hire reporting
 - Multiple payrolls / multiple tax IDs
 - Follow our payroll cycles
 - Check writing, direct deposit
 - 941, W-2 – Tax filing
 - Unemployment
 - CES Reporting (number of employees, number female)
 - Exception processing -
Employees who are paid the same amount each pay period regardless of status, only exceptions to regular hours are keyed.
 - Garnishment processing
 - Workers comp
 - General ledger costing/export
 - Ad-hoc reporting
 - Employee Portal –
 - View pay stubs
 - Address changes, see W-4, W-2
 - Payroll calculator
 - Upload hours/earnings for special payrolls
 - Print checks locally or remote
 - On-demand single checks
 - Vendor checks – option to pay monthly or with payroll processing
 - Generate ACH file for bank processing
 - ACH pre-notes
 - Accounting interface file to post to GL & sub ledger

HR and Payroll Services Solution for Blount County, TN
Request for Proposal No. 2013-2256

- Human Resources
 - Seamless integration with Payroll (bidirectional)
 - One input – new hire entry sends info to all other needed departments
 - Employee “self-service” portal (customized to look like a Blount County page)
 - Paperless
 - License tracking
 - OSHA classification and reporting
 - Upload & store employee documents
 - Online applications
 - Review tracking
 - Applicant tracking
 - Position management
 - Upload resumes
 - Salary & address changes (keep history of changes)
 - Employee reporting (EEO)
 - Staying in compliance with existing county policies and any new state and federal regulations

Optional Benefits module:

- Benefits
 - Benefits administration
 - Seamless integration with human resources & payroll (bidirectional)
 - One input - new hire entry sends info to third party administrators
 - Employee “self-service” portal (customized to look like a Blount County page)
 - Will handle open enrollment
 - Paperless
 - Benefit statements
 - Vendor file upload for benefit changes

HR and Payroll Services Solution for Blount County, TN
Request for Proposal No. 2013-2256

Proposal Submittal: The following information shall be addressed in your proposal. It is requested that you submit your qualifications in this form and order for ease of review.

1. Include company background and relevant experience and achievements. Include number of the key personnel who will be involved in this project.
2. Include overview and functionality of all solutions offered and how the solution will meet the solution requirements stated above. If proposing a software purchase solution, it shall be detailed separately from the cloud-based solution.

Describe your:

- system architecture including hardware and software requirements
 - customization capabilities
 - security architecture
 - disaster recovery options
3. Explain your implementation process and ability to meet “go live” date of July 01, 2014.
 4. Provide overview of your training process.
 5. Provide an overview of you customer support and maintenance services.
 6. Any and all costs for the proposed solution(s) shall be stated in the proposal with HR, Payroll, and Time & Attendance modules and their implementation costs priced separately. If proposing a benefits module, it shall be priced separately. If proposing a software purchase solution, it shall be priced separately from the cloud-based solution. If there are any training costs they shall also be stated. Vendor shall state the maintenance and operational costs for the initial year and what the annual costs would be for year two and the percentage increase for these annual costs for subsequent years. Vendor shall also state the hourly rate for any additional work.
 7. Provide at least three client references. One reference shall include a public organization similar in size and complexity as Blount County. Include the contact name, phone, and email for the project owner.
 8. Vendor shall submit one original signed proposal, four exact hard copies and an exact electronic version. Include the phone number and email address of the contact person for your company.

HR and Payroll Services Solution for Blount County, TN
Request for Proposal No. 2013-2256

Insurance Requirement: Prior to entering into a contract with the successful vendor, Blount County must have an up-to-date Certificate of Liability Insurance from that vendor with the minimum limits and requirements as noted on the enclosed insurance checklist. Complete copies of insurance policies must be provided, if requested.

Background Check Compliance: Any employee of the successful vendor or subcontractor must submit to a criminal history records check prior to the employee having contact with students or entering school grounds when students are present. Reference TCA § 49-5-413, as amended in Public Chapter 1080. This check is at the vendor's expense and is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The successful bidder must return the attached compliance form to Blount County prior to performance of contract work. Information regarding this law and the steps to start the process may be obtained on the Blount County website at <http://www.blounttn.org/Background%20Checks.pdf>.

Questions: Questions regarding this request must be submitted via email to Teresa Johnson, tjohnson@blounttn.org, no later than January 28, 2014, at 1:30 p.m. local time. Responses will be issued in the form of an addendum to the RFP. See Clause 4 under Terms and Conditions on page 2 regarding addenda. Prior to submitting a response, it is the vendor's responsibility to check our website at <http://www.blounttn.org/purchase.aspx> for all published addenda and propose accordingly.

BLOUNT COUNTY PURCHASING DEPARTMENT INSURANCE CHECKLIST

Vendor understands and agrees to confirm to these insurance requirements if given notice of intent to award this contract. The successful Vendor shall obtain and keep in force for the term of the project, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Proposer or any employee or subcontractor of Proposer.

		<u>Coverage Required:</u>	<u>Minimum Limits Required:</u>
☒	1.	Workers' Compensation & Employer's Liability	Statutory Limits \$100,000 per occurrence, \$100,000 disease, \$500,000 annual aggregate
☒	2.	Commercial General Liability to include Contractual Liability, XCU, Personal Injury Perils, Products Liability and Completed Operations Liability.	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
☒	3.	Business Auto Liability, Personal Injury. (Symbol 1)	\$1,000,000 combined single limits
☐	4.	Professional Liability	\$1,000,000 per occurrence \$3,000,000 annual aggregate
☐	5.	Excess Umbrella Liability with Contractor's Form, including Excess Employers' Liability Coverage.	\$1,000,000 excess of above coverage \$5,000,000 for large projects or high risk
☐	6.	Builder's Risk -	☐ Installation Floater.
☒	7.	Vendor's insurance policy shall be endorsed to show "Blount County Government and Blount County Schools" named as additional insured on all required liability insurance. The above shall be named as loss payee on all types of required property insurance and for which any political subdivision of Blount County has an insurable interest.	
☒	8.	Cancellation clause on any insurance certificates MUST be amended to read, <i>"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder."</i>	

Any deviation from the above requirements shall be disclosed to the Blount County Purchasing Agent. Coverages specified above shall be written on an "occurrence" coverage form suitable to Blount County Government. Complete certified copies of insurance policies shall be provided upon request. Insurer's A.M. Best Rating Guide shall be A IX or better.

Certificate Holder shall be:

Blount County Risk Management
c/o Blount County Purchasing
385 Court Street
Maryville, TN 37804-5906

BACKGROUND CHECK COMPLIANCE FORM

BLOUNT COUNTY GOVERNMENT

PURCHASING DEPARTMENT
385 COURT STREET
MARYVILLE, TN 37804-5906
(865) 273-5740 Phone
(865) 273-5746 Fax

RFP NUMBER: 2013-2256

CONTRACT NUMBER:

BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Blount County Government. I hereby agree to release all criminal history and other required information to Blount County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated Section 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code Annotated Section 49-5-413.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____
(Please Print Clearly) (Month, Day, Year)

INTERNAL OFFICE USE ONLY

NOTES: _____

Title VI

For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: _____

Address: _____

Phone Number: () _____ Fax Number: () _____

Authorized Signature

Date

Business Ownership (Check One or More)		Ownership Ethnicity (Check Only One)
☐ D Disabled (Minority Owned)	☐ N Non-Minority Owned	☐ C Caucasian
☐ G Government Owned	☐ F Female (Minority Owned)	☐ B Black/African American
☐ E Race/Ethnic Background (Minority Owned)	☐ M Male (Minority Owned)	☐ H Hispanic
	☐ P Non-Profit Organization	☐ A Asian
		☐ I American Indian or Alaskan Native
		☐ N Native Hawaiian or other Pacific Islander
		☐ O Other (Specify)

Proposal No. (if applicable): **2013-2256**

Proposal Title: **HR and Payroll Services Solution for Blount County, TN**

Date of Proposal Deadline: **February 03, 2014 at 1:30 p.m. local time**

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Blount County Purchasing Department 385 Court Street Maryville, Tn. 37804-5906
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
[]	[]	[]	-	[]	[]	-	[]	[]	[]
Employer identification number									
[]	[]	[]	-	[]	[]	[]	[]	[]	[]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Blount County Purchasing

385 Court Street, Maryville, TN 37804-5906

865-273-5740 Fax 865-273-5746

<http://www.blounttn.org/purchase.aspx>

ADDENDUM No. 1

Date Issued: January 30, 2014

RFP No: 2013-2256

RFP Title: HR and Payroll Services Solution for Blount County, TN

The proposal deadline for the above-mentioned Request for Proposal has been amended to February 06, 2014 at 1:30 p.m. local time.

A handwritten signature in blue ink that reads "Teresa Johnson".

Teresa Johnson, C.P.P.B.
Purchasing Agent



Blount County Purchasing

385 Court Street, Maryville, TN 37804-5906

865-273-5740 Fax 865-273-5746

<http://www.blounttn.org/purchase.aspx>

ADDENDUM No. 2

Date Issued: January 31, 2014

RFP No: 2013-2256

RFP Title: HR and Payroll Services Solution for Blount County, TN

The following are answers to questions submitted on the above-mentioned Request for Proposal:

1. Does the Sheriff Department currently use any automated scheduling software? If so, what is the software name?

It is an in-house developed system.

2. Will the County accept a response only for a specific section of the solution requirements?

Yes. Note on Page 7, under Evaluation and Award, the RFP states that the County reserves the right to make multiple awards.

3. The following information is requested for pricing of optional services:

COBRA

Number of insured: **Lives covered - approximately 4,200; employees - approximately 1,945 (including retirees)**

People current on COBRA: **7**

Turnover: **Varies**

of Reporting Locations: **We have several locations but only one benefits location that oversees all benefits.**

FSA

Eligible: **1,945**

Current participants: **approximately 260**

Expected participants: **Varies**

HRA

Eligible: **County does not provide**

Current participants:

Expected participants:

4. You state you have 3 FEINs – General County, Schools and Highway.

- o Can you provide specific numbers of employees for each of the FEINs?

Based on 12/30/13 payroll – General County – 636; Schools – 1,878; and Highway – 57

5. You state the payroll frequency for Highway and Library is biweekly.

- o Do the Library staff fall under the General County FEIN? **Yes**

- o Please provide number of employees for Library. **54**

6. How many employees will use the timekeeping system (either physical time clocks or punching in on a web-based system)? **Approximately 50%**

7. What is the accounting system for which we will need to provide a file for upload? Can you provide a file specification for the layout of the upload file? **It is an in-house developed system. The file format should be either an Excel spreadsheet or a comma separated file. It should consist of fund (3), account (5), object (3), cost center (5), program (3), and amount with sign trailing (16).**

8. How many physical Time Clocks will you need and will they be Barcode, Magnetic Strip, Proximity or Bio-metric clocks?

The need will be determined by Blount County; we currently have 35 locations but we may or may not need a time clock at every location depending on the process involved. Vendors are invited to quote all available options and costs.

9. Will you want maintenance on these clocks?

Vendors are to quote the maintenance and the costs and the County will determine.

10. How many different Accrual policies for time do you have? **3 - calendar year; fiscal year; or pay period**

11. Do you have Unions and if so could you provide the Union rules? **We do not have unions. The policies for school employees may be found on their website, www.blountk12.org, under HR department forms.**

12. How many FEIN's do you have? **3**

13. How many Garnishments do you have? **33**

14. Will the Time and Attendance apply to all 2,635 employees? **Approximately 50%**

15. How will the decision be made to invite vendors in for a formal presentation?

The top evaluated proposals may be asked to make a presentation.

16. Who are the final decision makers for the RFP?

Contract awards are recommended and approved by the Purchasing Agent and the County Mayor.

17. Will there be an opportunity to meet the decision makers, prior to the award of the RFP?

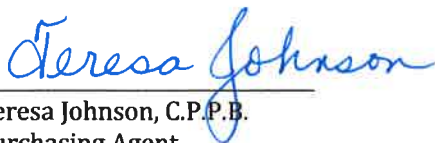
If needed, at the Purchasing Agent's discretion.

18. Will cost be the determining factor in choosing a vendor for the RFP? **Cost will only be one of the evaluating factors, along with products and services offered, and the experience and capability of the vendor.**

19. Are the Vendor payments for benefits only? **Yes.**

20. Are you looking for just implementation and training on the cloud based solution or are you also looking for the contractor to perform the payroll processing and HR functions?

The vendor may provide solutions for either. The County will consider any viable solution.



Teresa Johnson, C.P.P.B.
Purchasing Agent

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 2

SUBMITTAL



Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

phone +1 978 250 9800
fax +1 978 367 5900
url www.kronos.com

February 6, 2014

Ms. Teresa Johnson
Purchasing Agent
Blount County Purchasing Department
Blount County Courthouse, Room 319
385 Court Street
Maryville, TN 37804

Subject: HR and Payroll Services Solution: Request for Proposal No. 2013-2256

Dear Ms. Johnson,

Enclosed with this letter is Kronos' response to the Blount County HR and Payroll Services Solution RFP. Kronos acknowledges that we have received Addenda No. 1 and 2.

Please note that this offer to Blount County is valid for 90 days from the date on the cover page of this proposal.

I look forward to working with the staff at Blount County. If you have any questions, please do not hesitate to contact me at (901) 746-8643 or by email at david.herndon@kronos.com.

Sincerely,

David Herndon
Sr. Account Executive – Government and Education
Kronos Incorporated



Blount County, TN

HR and Payroll Services Solution

RFP No. 2013-2256

February 6, 2014

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
www.kronos.com

David Herndon
Account Executive – Government and Education
Office: (901) 746-8643
Mobile: (901) 484-0874
Fax: (866) 494-0224
Email: david.herndon@kronos.com



Contract Proposal

Kronos is submitting its proposal subject to the terms and conditions of the Kronos Sales, Software License and Services Agreement (SSLSA) and the Kronos Equipment Support Agreement (as applicable) attached to this proposal and hereby incorporated by reference (collectively referred to as the “Kronos Agreements”). Kronos recognizes that some of the terms and conditions in the Kronos Agreements vary from those contained in this RFP, and understands that Blount County, TN (the County) may have certain statutory mandates that could affect the terms of the Kronos Agreements. If awarded business by the County, Kronos is willing to negotiate necessary and reasonable changes to its standard terms and conditions to address such statutory mandates that would be acceptable to both parties. Kronos expects that neither the RFP nor Kronos’ proposal will be incorporated into any definitive agreement, but such agreement will address the topics in the RFP and Kronos’ proposal and supersede both. The implementation scope and time frame is an estimate only and will be subject to a final Statement of Work to be mutually agreed upon by the County and Kronos prior to finalizing the contract.

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Table of Contents

Executive Summary _____	1
Solution Requirements _____	4
Time and Attendance _____	4
Payroll _____	7
Human Resources _____	10
Optional Benefit module _____	13
Proposal Submittal _____	15
Insurance Requirement _____	33
Background Check Compliance _____	34
Title VI Form _____	35
W-9 _____	36
Kronos Sales, Software License and Services Agreement _____	37
Attachment 1 – Affordable Care Act Guide _____	38
Attachment 2 – Workforce Central Technical Datasheet _____	39
Attachment 3 – Disaster Recovery – General Information _____	40



Executive Summary

Kronos is pleased to have the opportunity to respond to your HR and Payroll Services Solution Request for Proposal. We propose a proven solution that, based on our experience in organizations of similar and larger size, meets or exceeds the short, medium, and long-term needs of Blount County. Whether further discussions determine that the best solution for the County is a County-hosted and maintained solution or a Kronos-hosted and maintained solution, Kronos provides the most flexible deployment options.

For over 35 years, Kronos has helped organizations of all types tackle their biggest workforce challenges. The vast majority of Kronos clients are similar in size to the Blount County, with employee counts between 500 and 5,000 employees. Over 900 local governments and 600 school districts are benefiting from their utilization of Kronos solutions.

For our Executive Summary, we'll highlight how we meet your stated Vendor Requirements:

- **Must have provided solution within the last 3 years for at least one public sector organization with similar size and complexity as Blount County.**

Kronos for Public Sector implements dozens of local government and K-12 organizations annually. Most recently in Tennessee – Sumner County (including Sumner County Schools, City of Franklin, and the Metropolitan Government of Nashville and Davidson County (including Metro Nashville Public Schools) have begun their implementation of Kronos.

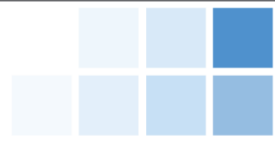
Others public sector organizations similar in size to Blount County that have implemented within the past 3 years include Harrison County MS, City of Jackson MS, Jefferson County AL Public Schools, Cincinnati Public Schools, City of Salem VA (including the schools), Baldwin County Schools (AL), City of Tuscaloosa AL, and dozens more.

- **Complied with all instructions in the RFP and provided a response to all items requested with sufficient detail for the proposal to be properly evaluated.**

We are confident that you will find our response complete and with sufficient detail to allow for proper evaluation. We also have tried not to provide so much information so as not to make the RFP response difficult to evaluate.

- **Deemed by County to be financially responsible and properly qualified to carry out obligations of the contract and complete the work contemplated herein.**

Kronos is one of the most successful software companies in the country. In fact, in February we are projected to become the first billion-dollar software company dedicated to providing workforce management (time and attendance, absence management, scheduling, labor analytics, HR, and payroll) solutions. We are profitable and have had near constant growth since our founding 35 years ago.



Regarding qualifications, please consider the following quotes from a few of our clients:

"We have a great partnership with Kronos — they are so responsive and always want to know how to make our experience with them the best that it can be. So CCPRC is happy with Kronos as our onestop shop for all our workforce management needs."

Director of Human Resources
Charleston County Park and Recreation Commission

"Our highest priority is providing exceptional customer service to our customers. In Kronos, we have found a partner with the same commitment. The skill and professionalism of our Kronos team has made each implementation and upgrade a success and its global support team is personally committed to getting the job done. Kronos is the expert in HR and payroll. We didn't see any other products that even compared"

Associate Director of Employment Services
CAL Poly Pomona Foundation

"Implementing Kronos amidst tough macro economic conditions made complete business sense to us. With rapid ROI and year-after-year cost savings, Kronos will provide long-term, consistent benefits, and enable us to make smarter use of our resources."

Human Resources Director
City of Fernandina Beach

"The gains we have experienced from implementing Kronos have resulted in material bottom-line savings. We are truly impressed with the outcome of the HR and payroll platform from Kronos mainly because the company delivered on its promises and the implementation team was superior."

Director of Employment Services
CAL Poly Pomona Foundation

"We just generate and send benefits reports to employees and ask them to let us know if anything is incorrect. Going paperless for payroll and benefits has been a big win for us because it's allowed us to focus on other aspects of benefits, leave, and risk management."

HR Specialist
Washington County School District



"With 80 percent of our budget consisting of salaries and benefits, we had to take serious measures to save public safety jobs when faced with a significant budget reduction in February 2009. By utilizing Kronos to effectively and efficiently implement our new five-and-two schedule, our department has seen a 90-percent savings in overtime costs compared to last year. Which government entity wouldn't want such results?"

Essex County Sheriff
Essex County Corrections

"Overall, we're very pleased with what we've been able to accomplish. We were able to complete the installation in five months, and the Kronos team was a big part of that success. It's given us the confidence to look at other ways to use the Workforce Central suite on campus... From my perspective, the implementation has been very successful — I love the software. "

Payroll Manager and Application Administrator
Western New England College

"Even though we are a relatively small government agency with a limited budget, our workforce management needs are still complex — and Kronos fit the bill for us. "

"The Workforce Central suite represents leading-edge technology that provides centralized data, and also gives managers in remote locations real-time access to the information. "

"We can see, for example, if we did not need much staff early in an event and plan accordingly, which saves us from spending money unnecessarily. This has been crucial in meeting our seasonal workforce management needs."

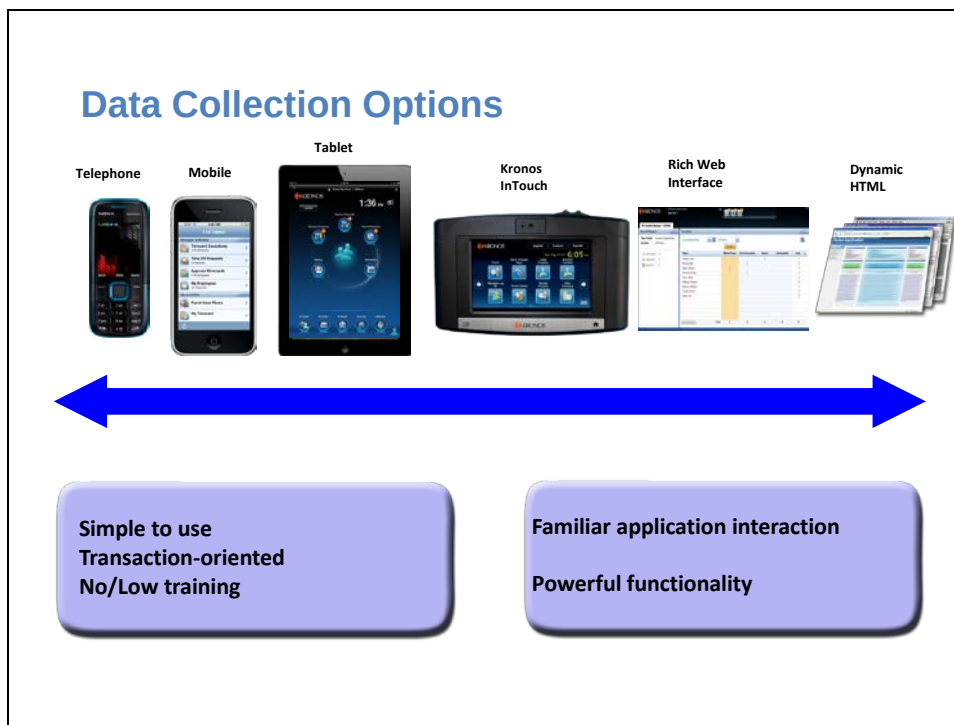
Director of Human Resources
Charleston County Park and Recreation Commission

Solution Requirements

Time and Attendance

o Sign in/out on various types of devices (computer, time clock, etc.)

Yes, you may interact with the system using a variety of options including: telephone, smartphone, iPad, InTouch terminal, or computer.

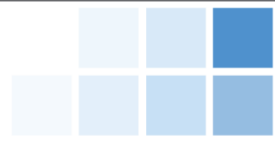


o Web interface for supervisors to correct errors & make adjustments

Yes, supervisors can interact with the system from their computer browser. Alerts and notifications guide them to the timecards needing action.

o Web-based time off requests

Yes, employees may request time off using a computer browser, smartphone, iPad, or InTouch terminal. Employees can see their time off balances, and the system will enforce balances at time of request if desired.



o Configurable rules based on department because of different work hours, policies, accumulations, etc.

Yes, Kronos Workforce Central is highly configurable. You may define different combinations of pay rules for different employee groups in unlimited variations. The rules are parameter-based and do not require customization.

o Ad-hoc reporting (absences, vacations, etc.) available to supervisors

Yes, ad-hoc reporting is available to supervisors as well as a multitude of standard reports. The two primary components are the HyperFind Query Tool and the Dynamic Online Reports.

Query Employee Information

The HyperFind Query Tool can be used as a front end filter to Workforce Central reports. The HyperFind Query Tool provides a simple, consistent method for users to access data throughout the product. HyperFind is a powerful tool used to create queries through a graphical user interface (GUI). The tool consists of notebook pages of data qualifiers used to describe a group of employees. The HyperFind Query Tools lets a user precisely define the employee population on which to execute a report, allowing a complex group definition to be named and retrieved by a user to assist in trend analysis. HyperFind searches may be performed on data in the current, previous, or any past pay period. The user may request "All" employees, but will be restricted to just those employees for which they have been granted access through their User Account. In addition, a user may define a query using the following categories:

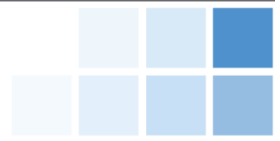
- Employee name and ID
- Home Labor Account
- Worked Labor Account(s)
- Employee Assignments
- Exceptions
- Schedules
- Accrual balances, earnings, and usage
- Content of 10 custom fields

Dynamic Online Reports

The Workforce Genies are configurable tools that automate the "Who-what-when" required to perform a task. With a single click, the Workforce Genie delivers the key information a user needs to streamline a task and improve their productivity.

- Who – The Kronos HyperFind search engine is used to select people. Your system administrator will specify a default HyperFind for each Genie.
- What – User definable information sets display critical data
- When – Default timeframe, or you select different timeframes from the drop-down list

Each Workforce Genie presents a list of employees and summary information (hours, exceptions, schedules, etc.) for each employee that is called by the HyperFind query. Supervisors can select one or more employees and perform group edits within the Genie (such as sign off and pay code edits) or launch an editor to work with the selected employees.

**Key Benefits of Workforce Genies:**

- Companies can tailor specific Genies for each manager's role, responsibilities, and decision needs
- Provide "at-a-glance" views to quickly identify exceptions to pay rules and employee attendance
- Enable managers to streamline and simplify daily, weekly, and pay period tasks, eliminating unnecessary steps
- "Home base" for easy navigation in the Workforce Central suite
- Provide a direct route to the data in question by way of "drill-down" options
- Provide an easy way to select the employee set of interest to the manager and perform group edits

An unlimited number of Workforce Genies can be created and assigned to managers. They are assigned to managers in the Display Profile. Workforce Genies are only available to managers in Workforce Central; they will be available for assignment to employees in a future release.

Detail Genies – Detail Genies are primarily used by managers to view "at-a-glance" details of home or transferred employees. Each row in a Detail Genie is a person plus the time and attendance details specified for that Genie (fully customizable).

Roll-up Genies – are primarily used by payroll or senior management to view "big picture" summaries. They show information rolled up by customer definable labor level(s): for example Labor Level 1 & Labor Level 3. No employees are listed in Roll-up Genies, but rather summary roll-ups of groups of employees (fully customizable).

QuickFind – a special purpose Genie primarily used for quick "interrupt-driven" searches for people (employees and managers). It is customizable and displays employees along with their suite details. Use QuickFind to search for a person by name or number.

o Upload data to payroll

Yes, Workforce Integration Manager automates the interfaces between Kronos and other systems. When using Workforce Payroll, no interface is required.

o Payroll can enter exceptions

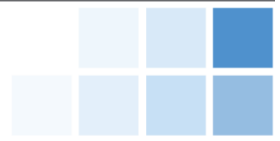
Yes, authorized users may edit timecards to resolve exceptions or make updates. Changes are audited and available for reporting.

o Tracking of leave

Yes, you may track an unlimited amount of leave codes in the system.

o Automatic rounding of time

Yes, rounding rules are part of the standard configuration and can vary by employee group if needed.



Payroll

o **Integrated with Human Resources**

Yes, the Workforce Central Suite uses a single database with the same data for employee information.

o **New hire reporting**

Yes, new hire reporting is delivered via a standard report.

o **Multiple payrolls / multiple tax IDs**

Yes, multiple payrolls and multiple tax IDs may be configured in the system. Tax forms will be generated for each tax ID as appropriate. Each tax ID will have payroll cycles configured as appropriate.

o **Follow our payroll cycles**

Yes, your payroll cycles will be configured in the system for each tax ID.

o **Check writing, direct deposit**

Yes, the payroll module supports check generation and direct deposit electronic transfers. For employees on direct deposit, on-line check stubs are available so printing of check stubs is not necessary. Optionally, you may outsource check writing to a third party of your choice.

o **941, W-2 – Tax filing**

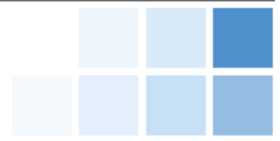
Yes, the payroll module includes reporting for Federal, State, and local tax law. Kronos monitors legislation for you and provides quarterly updates with tax changes. Optionally, you may outsource this to a third party of your choice.

o **Unemployment**

Yes, the system tracks unemployment insurance taxes owed by the county.

o **CES Reporting (number of employees, number female)**

We would need to see what is submitted to assess whether standard reports, query tool, or a custom report can accommodate the requirement. There is a standard report for employee counts.



o Exception processing -

Employees who are paid the same amount each pay period regardless of status, only exceptions to regular hours are keyed.

Yes, you may configure employees to receive a set amount of pay each pay period and only have them enter exceptions like sick, vacation, etc.

o Garnishment processing

Yes, the payroll module includes garnishment processing functionality. A library of deduction codes is provided to assist you. Optionally, you may outsource this to a third party of your choice.

o Workers comp

Yes, the Health Incident page allows you to track and maintain any workplace accidents, illnesses or injuries. This enables you to comply with OSHA regulations and reporting requirements, and maintain information for filing workers' compensation claims.

For each health incident, this page shows filing dates, case number, type and description of injury or illness, costs of the incident and workers' comp claim information. It includes related pages for Details and Notes so you can enter more detailed information about the health incident as well as any notes you want to log for the incident

Then specifically, the Workers Compensation feature enables customers to keep track of the various premiums and ensure that each employee's premium is appropriate for the state where the employee works.

Your first step is to obtain the workers compensation codes and rates for each state from your company's workers compensation insurance carrier. Next, you input the codes and rates into Workforce HR/Payroll. Finally, you associate each employee position with the appropriate state and workers compensation code.

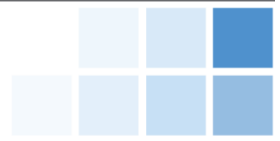
The included Workers Compensation benefit report provides full information for selected employees within the specified period. Compensation Codes and Compensation Amounts reflect the Employee Position information that was in effect when the compensation was paid.

o General ledger costing/export

Yes, a general ledger interface is included with the payroll implementation.

o Ad-hoc reporting

Yes, ad-hoc reporting is provided with our query tool and the payroll pivot table reporting. These tools leverage the power of Microsoft Excel to help you with your ad-hoc reporting needs.



o Employee Portal –

- **View pay stubs**

Yes, pay stubs are automatically posted to employee self-service on the payroll cycle pay date.

- **Address changes, see W-4, W-2**

Yes, employees may submit address, W-4, and W2 changes using the employee self-service portal.

- **Payroll calculator**

You may offer a link to a 3rd party website like paycheckcity.com in the employee portal.

o Upload hours/earnings for special payrolls

Yes, special payrolls are supported.

o Print checks locally or remote

Yes, you may print checks locally or remotely. Optionally you may use a third party of your choice.

o On-demand single checks

Yes, on-demand checks are available. You may generate a standard net check or gross up pay to meet a specific net amount.

o Vendor checks – option to pay monthly or with payroll processing

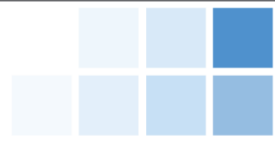
Amounts owed to vendors may be tracked and collected (i.e. garnishments, benefits). You may enter the Accounts Payable transactions manually or use Workforce Integration Manager to configure an automated interface to generate the transactions for you.

o Generate ACH file for bank processing

Yes, the Workforce Integration Manager automates the interfaces between Kronos and other systems.

- **ACH pre- notes**

Yes.



o Accounting interface file to post to GL & sub ledger

Yes, a general ledger interface is included.

Human Resources

o Seamless integration with Payroll (bidirectional)

Yes, the Workforce Central Suite uses a single database with the same data for employee information.

- One input – new hire entry sends info to all other needed departments

Yes, when the new hire effective date is viewed, all authorized users will see employee information.

o Employee “self-service” portal (customized to look like a Blount County page)

Yes, visual aspects of the portal can be customized to ensure identification of the portal as an integral part of the organization’s internal information system.

Employees can manage their personal and professional information, select benefit options during open enrollment periods, make changes to their own benefits, forward requests to managers for paid time off or leave, and set up direct deposit and tax withholding. Employees participate in the annual review process, including self-evaluation and acknowledging the final performance review.

o Paperless

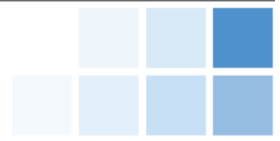
Yes, please refer to the previous answer describing employee options within the self-service portal. In addition, with the manager self-service portal, managers are empowered to make and execute their decisions on hiring and performance. Managers can view their employees' personal information, such as emergency contacts, as well as salary data, certifications, skills, and other data that may improve productivity and coverage. Managers can initiate the performance review process and respond to employee requests for time off and leave.

o License tracking

Yes, you can track licensing and certifications and the system can send notifications alerting you when they are due to expire.

o OSHA classification and reporting

Yes, you can track OSHA incidents in the system which tie to the standard OSHA reports also included (OSHA 101, 200, 300, 300A, and the 301).



o Upload & store employee documents

Yes, you may attach documents to the employee record.

o Online applications

Yes, through the self-service application, employees as well as external candidates, can view job openings, attach a resume and cover letter, and then apply online.

o Review tracking

Yes, when conducting a performance review, a manager evaluates an employee against a set of performance standards and then communicates the evaluation results to the employee. Performance standards can include corporate and individual goals, core competencies, and position and job-specific knowledge and skills.

Workforce HR supports performance review policies by storing key policy and employee performance data, and by automating the performance review process for all parties.

o Applicant tracking

Yes, HR personnel can define requisitions, post openings, set the full-time equivalency of a position, and store and track applicant data regarding recruitment activities.

o Position management

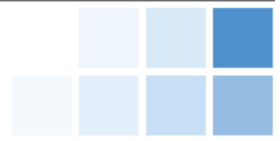
Yes, Workforce HR sets up hierarchical organizational trees that group employees by positions. Details about an employee's job, such as employment status, full-time equivalency (FTE), and benefits eligibility are identified with a position.

Every employee has at least one position; some employees hold many positions, but all positions carry all the details about the position. Because employees are associated with a position, group edits can be applied to all affected employees simultaneously. For example, when a position becomes exempt, or its full-time equivalency changes, or its pay grade is upgraded, and the policy is assigned to a group whose members hold that position, the change is pushed immediately to the group members.

If Workforce Timekeeper is also owned, timekeeper rules and profiles may also be attached to the position streamlining onboarding.

o Upload resumes

Yes, HR administrators can paste resumes to the applicant record.



o Salary & address changes (keep history of changes)

Yes, history remains online forever unless archived.

o Employee reporting (EEO)

Yes, there are 10 standard reports including EEO1 Summary and Detail, EEO4 Summary and Detail, New Hire detail and summary, termination detail and summary, Job Group Age Analysis and Head-count Summary.

o Staying in compliance with existing county policies and any new state and federal regulations

Yes, Workforce HR helps organizations to navigate the continually changing regulatory environment.

Tracks and promotes certifications. Workforce HR is invaluable in monitoring skills and competencies so that organizations will not jeopardize accreditation or risk fines and grievances. Training programs are set up by position to provide opportunities to employees to maintain certifications and licenses. The training requirement can be linked to an employee's goals. Automatic email reminders go out prior to an expiration date.

Administers Worker's Compensation. Programs vary by state, jurisdiction, and type of disability, but every state requires some medical assistance for an injured employee. Workforce HR can track various compensation codes and premium rates from insurance companies by state, associating the worker with the compensation and the insurance rate.

Simplifies Equal Employment Opportunity reporting. Companies must file annual EEO-1 reports to the Equal Employment Opportunity Commission (EEOC). Reports are readily available and updated to help the organization maintain compliance.

Tracks with point-in-time records. HR events are tracked by the time frames associated with them. Records include the start and end dates of the event, such as a policy change or pay upgrade, making it easy to apply and track policies accurately.

OSHA reporting. For compliance, companies can use the OSHA 301 A form, for accident reports, and the OSHA 300 form, for a summary of workplace accidents and health incidents.



Optional Benefit module

Benefits

o **Benefits administration**

Yes, Workforce HR has a benefits administration component to manage the following tasks:

- Stores and tracks information related to benefit plans
- Calculates benefit rates
- Determines eligibility for benefit programs
- Enrolls employees in benefit plans through Self-Service

o **Seamless integration with human resources & payroll (bidirectional)**

Yes, when you use Workforce Payroll, benefit plans can be linked to compensation and to deductions that are in place in Workforce Payroll.

- One input - new hire entry sends info to third party administrators

Yes, the Workforce Integration Manager automates the interfaces between Kronos and other systems.

o **Employee “self-service” portal (customized to look like a Blount County page)**

Yes, visual aspects of the portal can be customized to ensure identification of the portal as an integral part of the organization’s internal information system.

Employees can manage their personal and professional information, select benefit options during open enrollment periods, make changes to their own benefits, forward requests to managers for paid time off or leave, and set up direct deposit and tax withholding. Employees participate in the annual review process, including self-evaluation and acknowledging the final performance review.

- Will handle open enrollment

Yes. Benefits administration through the self-service application eliminates the paper trail and the delay in communicating a plan’s costs to the employee. Workforce HR provides several benefit types, including:

Open enrollment—On an annual basis, at a time selected by the organization, employees are invited to select benefit options, such as health care choices, insurance plans, and 401(k) plans.

Life Events—At any time during a fiscal year, employees are able to change or to add benefits that are affected by personal circumstances, such as the birth or death of a family member, loss of



health care coverage, adoption, or change of beneficiaries. Only options that are available to the employee are offered. The change is effective immediately.

New hire events—The process of engaging and setting up benefits for a new hire is made easier with the use of Self-Service. The new hire can quickly make the choices and be assured of coverage.

o Paperless

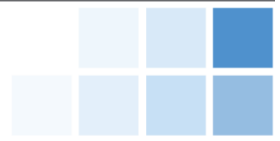
Yes, please refer to the previous response regarding open enrollment.

o Benefit statements

Yes, benefit statements are available in the employee self-service portal.

o Vendor file upload for benefit changes

Yes, the Workforce Integration Manager automates the interfaces between Kronos and other systems.



Proposal Submittal

1. Include company background and relevant experience and achievements. Include number of the key personnel who will be involved in this project.

Kronos® Incorporated was founded by Mark S. Ain in 1977. His vision was to automate the employee timekeeping process by integrating microprocessor technology into time clocks. In 1979, Kronos shipped its first automated, standalone timekeeping system. The application became widely known as "time and attendance." This patented technology evolved into PC, client/server and Web-based solutions for labor management.

During the last decade, the company has enhanced its competitive position by acquiring and developing related technologies that go beyond its core time accounting. Today, Kronos is a single-source provider and global leader in workforce management solutions that enable organizations to control labor costs, minimize compliance risk, and improve workforce productivity. Tens of thousands of organizations in 100 countries — including more than half of the Fortune 1000® — use Kronos time and attendance, scheduling, absence management, HR and payroll, hiring, and labor analytics applications. We believe that our experience and commitment to technical and industry leadership uniquely qualify us to help businesses find new ways to optimize their labor resources. Kronos offers our solutions to a diverse array of industries, including public sector, healthcare, retail & hospitality, services & distribution, manufacturing, etc.

Kronos has unrivaled reach with more than 30 million people using a Kronos solution every day. Kronos currently has over 7,000 Workforce Management customers worldwide and nearly 700 HR and Payroll customers. We have over 20,000 customer installations. These numbers are estimates, as Kronos does not specifically track this information. Kronos solutions are sold directly as well as through a third-party channel, which does not enable Kronos to maintain an accurate count of contracts or installs.

Kronos employs over 3,500 people worldwide. Our headquarters is located in Chelmsford, Massachusetts, with subsidiaries in Australia, Belgium, Canada, China, France, India, Mexico, Netherlands, Singapore, and the United Kingdom.

Typical Kronos Implementation Team

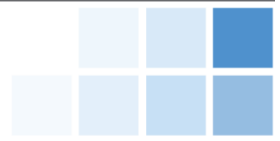
We provide a project team with a diverse set of skills, certifications and affiliations. Certification is based on many factors, including: product knowledge and proficiency, years of experience, diversity of concluded projects, communication skills, and analytical aptitude. The combination of these factors ensures that our teams of Kronos professionals are always qualified for their respective roles on your project.

- **Project Managers** – These consultants are the foundation of each implementation. They ensure your project is optimally coordinated and executed by following our proven methodology. Their skill sets are exemplified by the certifications they hold: PMP certification (Project Management



Professional), SPHR certification (Senior Professional in Human Resources), and American Payroll Association's FPC (Fundamental Payroll Certified)

- **Application Consultant** – Our team of seasoned professionals are integral to analyzing and configuring your system, imparting best practices that enable you to recognize the most value from your system. Certifications include: MCSE (Microsoft Certified Systems Engineer), CCNP (Cisco Certified Network Professional), and American Payroll Association's FPC (Fundamental Payroll Certified), and specializing in Web Architecture, JAVA and XML languages.
- **Technology Consultant** – Specializing in infrastructure, dB initialization and management, integration design and development, and system connectivity, our advanced technology teams play an important role in establishing a stable environment for your Kronos solution. Certifications include: MCSE (Microsoft Certified Systems Engineer), MCDBA (Microsoft Certified Database Administrator), OCP (Oracle Certified Professional), CCNP (Cisco Certified Network Professional), and specializing in n-tier database connectivity solutions, using JAVA, JAVA application programming interfaces (APIs) and XML languages.
- **Industry expertise** - Our teams are structured by industry expertise, and have years of extensive experience in your specific marketplace (Healthcare, Retail, Manufacturing, etc.). They utilize their expertise to analyze and develop comprehensive operational processes, performance metrics, and impact planning for your organization's frontline labor management operation. They draw off of their vast tenure in your vertical market to provide best practice and change management guidance to translate your strategies into optimized enterprise processes.



2. Include overview and functionality of all solutions offered and how the solution will meet the solution requirements stated above. If proposing a software purchase solution, it shall be detailed separately from the cloud-based solution.

Solution Overview:

Kronos has included an overview below of each proposed and optional module. Please note that the product descriptions for our software purchase option and cloud based option are the same.

Workforce HR transforms human resources processes, from recruiting to benefits administration, so that your staff has more time to focus on strategic initiatives. Because it empowers employees to manage their own personal information, Workforce HR reduces operational expenses even as it fosters employee satisfaction. It provides superior control over critical processes and enables real-time sharing of accurate employee and corporate data, all of which contributes to better decision-making and improved organizational performance.

Workforce Payroll manages all of the complex information required to administer and complete payment of wages, bonuses, and other forms of compensation. It simplifies the maintenance of taxes, deductions, and withholding allocations, and automatically conducts an accurate tracking of accruals. Workforce Payroll reduces costs by eliminating the data discrepancies and redundant data entry that often lead to payroll processing errors. With streamlined payroll processing in house, you will enjoy more flexibility and control, with quick and easy access to the critical data you need, when you need it.

Workforce Timekeeper streamlines the management, collection, and distribution of employee hours, making manual timesheets a thing of the past. Workforce Timekeeper has a robust pay rules engine that applies complex work and pay rules accurately and consistently throughout your organization. By eliminating the need to calculate this information manually, Workforce Timekeeper saves your payroll staff considerable time, and reduces the risk of costly payroll inflation errors. It also reduces unauthorized absences, and enables your managers to reduce costly overtime by effectively managing labor resources in real time.

Workforce Accruals provides a tightly integrated module for controlling leave liability and complying with corporate policies or contracts. It achieves accuracy across your organization with minimal management, enabling employees and supervisors to manage leave time easily and efficiently. It has the flexibility to administer your organization's most complex leave and benefit policies and transform them into enduring practices.

Workforce Integration Manager is a data configuration and conversion tool that allows you to quickly and reliably convert workforce management data into the appropriate format for a target application. Workforce Central adds value to analytical and decision-support applications by expanding access to labor and other key business data. WIM offers extensive data manipulation and conversion capabilities for the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos system to a destination system. Source data, like employee names or numbers, can be concatenated or parsed to meet import requirements. If



your payroll or ERP system needs data that is stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

Workforce Mobile provides those employees not at a facility to clock in with on-the-go access to common Workforce Central tasks. Managers can take action fast and gain productivity throughout their day.

Workforce Tablet provides managers with constant mobile access to your Workforce Central system. With the combined capabilities of Workforce Tablet and Apple® iPad®, Kronos delivers the power of a back-office computer to supervisors or managers who don't work in the back office. Whether viewing analytics dashboards, schedules, staffing, or handling exceptions and time-off requests, the large tablet screen allows managers to see more and do more within Workforce Central. And only Kronos Workforce Tablet offers built-in GeoSensing that automatically detects a manager's location and instantly sets the context on Genies, timecards for approval, employee lists, and schedules. With real-time knowledge of who's in, who's out, and who may be available, managers make fast decisions and adjustments to maintain productivity – no matter where they are located.

Workforce Leave (optional module) is a total leave management solution that tracks and administers both paid and unpaid leave policies, generates required documentation, determines eligibility and entitlement of leave policies, and provides accurate record keeping as required by federal and state leave statutes.

ACA – please refer to Attachment 1 – Affordable Care Act Guide to learn how Kronos can help you to manage costs and compliance.

Describe your:

System architecture including hardware and software requirements

Please reference Attachment 2 – Workforce Central Technical Datasheet.

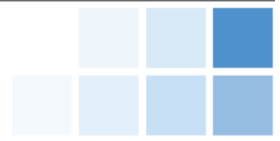
Customization capabilities

Kronos solutions are built on a configurable rules engine, including certified integrations to ERPs, payroll, and HRIS, that minimizes reliance on custom code. This helps you get up and running quickly so you start seeing benefits without long, drawn out implementations. Unlike many other vendors that rely on highly technical customizations that often result in version lock, Kronos gives you a completely automated solution that provides you with total control over your software.

However, customization is available from our dedicated Kronos Solution Services team for organizations who wish to extend the out of the box capabilities of their solution.

Security architecture

Please reference Attachment 2 – Workforce Central Technical Datasheet.



Disaster recovery options

Please reference Attachment 3 - Disaster Recovery – General Information. If a Kronos hosted/cloud solution is chosen, Kronos provides disaster recovery for you automatically.

3. Explain your implementation process and ability to meet “go live” date of July 01, 2014.

Momentum Implementation Methodology

Our proven Momentum™ implementation methodology provides a structured and phased approach project implementation, supported by strong project management and flexible education offerings. It has been created, developed and refined over years of successfully implementing the Kronos Workforce Central Suite of products. Its ability to be scaled and customized to suit any organization and product mix is testimony to its strength and flexibility.

Momentum is a full lifecycle methodology, providing a structured and phased approach, supported by flexible project management and education offerings. Project Managers and Consultants guide the team through an efficient and proven process by providing assistance during the five key Momentum phases.



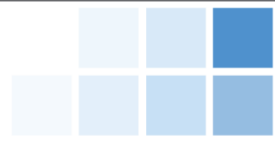
The core Momentum Methodology is adaptable and responsive to an individual project’s requirements, while still providing relentless repeatability and a consistently high quality Customer experience.

First, we collaborate with your team to gain a solid understanding of your specific workforce management needs to ensure that the solution truly solves your business problem. Our implementation teams are comprised of project managers, who guide your project to successful completion, and consultants, who provide extensive knowledge of Kronos products, technology, and best practices.

The expertise of our people, coupled with their considerable Kronos tenure, provides you with faster answers and fewer problems, resulting in lower total cost. Effective education of your workforce is critical to solution acceptance, self-sufficiency, and long-term productivity gains. Our certified Kronos instructors deliver knowledge in many ways so your employees learn how to get the most out of the Kronos solution. Finally, we develop a close working relationship with your project team; together we can make timely and informed decisions for your organization, resulting in an on-time and on-budget implementation success.

Our Commitment to Customer Satisfaction

Kronos’ number one priority is to satisfy the needs of our Customers. That’s why throughout the project, we will regularly be assessing your satisfaction level with the implementation process. Are your expectations being met? Are your goals being achieved? Do you feel that all phases of the process are progressing smoothly? We welcome your feedback throughout the engagement. Even if we do not hear from you, we will periodically seek specific feedback on your satisfaction with the implementation’s progress.



The project plan for your implementation will include specific goals and milestones. At each milestone, we'll formally ask for your feedback to assess progress. We will take corrective action if any aspect of the implementation seems to be heading in an undesirable direction. Our goal is to ensure the smoothest possible implementation for your organization, and we look forward to working with your project team to make this happen.

Lifecycles of a Kronos Engagement

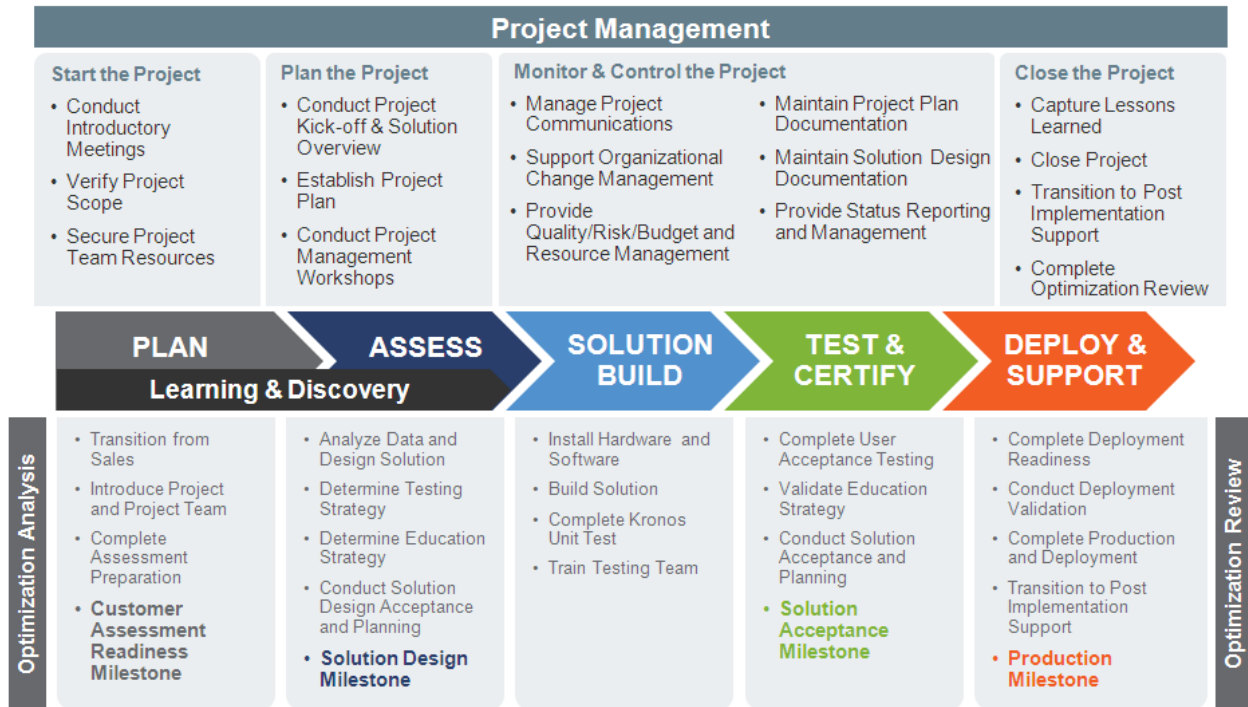
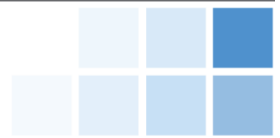
Because your Kronos solution touches major business functions, it is important to describe the “big picture” for business functions, data, applications, and technology. In performing a range of projects, from simple complexity through to highly complex integration and implementation projects, Kronos uses a methodology adapted from the Professional Management Institute (PMI) and from our own experiences in implementing and supporting our clients, to translate your business needs and deliver real value as quickly as possible.

Our approach is built on the philosophy that a successful project model must be both able to be successfully implemented as well as sustainable. This is achieved through the integration of the two primary lifecycles of a Kronos Project:

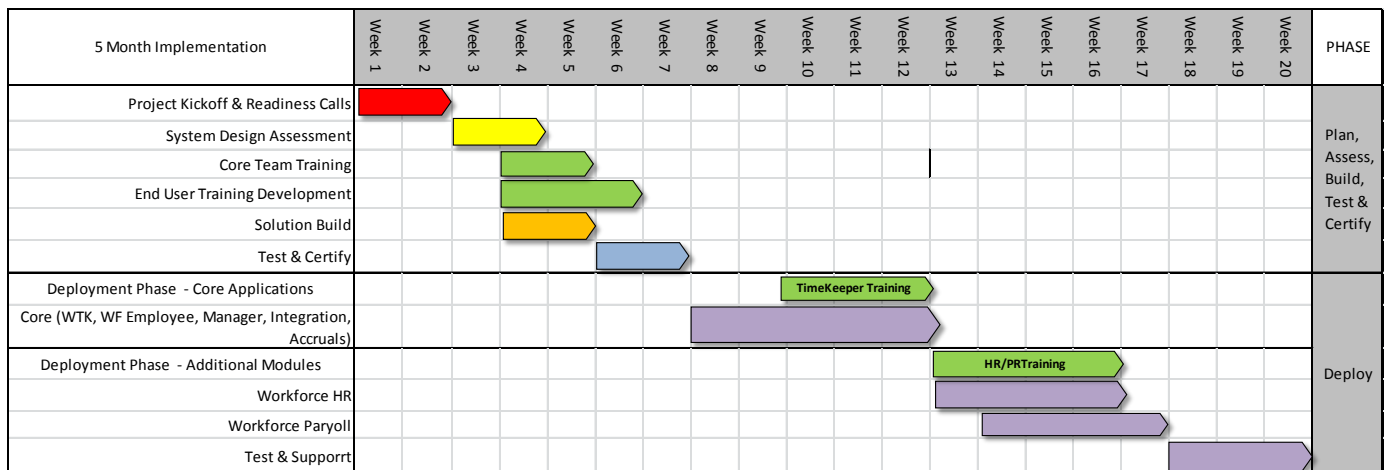
Project Management	Project Management defines the way in which the project scope and project approach will be managed as it relates to issues/risks, reporting & communications, change control and quality management. The Kronos Project Manager will guide the Customer through the project and consult regarding best practice for implementing the Kronos solution in the Customer's organization. The Phases of the Project Management Lifecycle are Start, Plan, Monitor & Control, and Close.
Project Implementation	The Project Implementation Lifecycle defines the core processes, activities, tools and deliverables to successfully implement any Kronos product. The Phases of the Implementation Lifecycle are Plan, Assess, Solution Build, Test & Certify, and Deploy & Support.

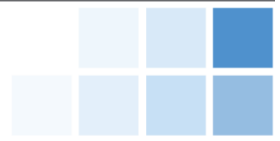
Kronos has also included an impressive array of educational offerings throughout the integrated Customer Engagement Lifecycle. Our education solutions provide flexible, quality-focused learning experiences, responsive to the unique needs of adult learners and the organizations in which they work.

A number of milestones are also defined throughout the project, enabling the Project Manager to review the scope and quality of the project prior to progressing to the next phase of the project.



Below is a sample Gantt chart showing a five month timeline in order to complete the implementation go-live date of July 1, 2014. The actual project plan will be developed as part of the Assessment phase. Implementation should begin in February.





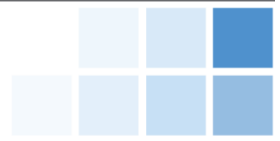
4. Provide overview of your training process.

As part of your overall solution, Kronos Educational Services are included to help secure maximum user adoption. Kronos Educational Services has included an education strategy to train the implementation, functional and technical project team members and end users. The curriculum is structured by employee job role to ensure that each member of your team who interacts with the application has a clear learning path designed to develop knowledge in a logical sequence. We have included the following training resources:

Educational Service	Description
KnowledgePass Education Services Subscription	KnowledgePass is an online educational portal that provides 24/7 anytime-anywhere access to in-depth training content to help your employees maximize productivity and achieve their goals from implementation to optimization. Gain instant access to helpful tutorials, job aids, in-depth, hands on tools, webinars, and educational documents to help your team succeed.
Kronos KnowledgePass™ Mentoring - Tier 2	KnowledgePass provides tools that allow customers to build learning paths consisting of KnowledgePass content and assign those learning paths to their users. The KnowledgePass Mentoring offering assists customers in setting up a learning path for two user roles and assigning it to users in those roles. The offering is delivered by a KnowledgePass Mentor and includes a remote interactive workshop.
Project Team Training	Includes product classes designed for key project team members based on individual job roles. All course delivery is purchased via training points to allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for onsite training. Online course descriptions include course objectives, course pre-requisites and the training point value. Each course has a point value that equals the price of the class. Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for private classes is based on a per day rate for a specified number of students. Additional fees may be incurred if students exceed the specified number. The total training points and associated cost will be reflected on your Sales Agreement.
WTK 7.0 Train-the-Trainer – Private	The Train-the-Trainer program is designed to help you successfully deliver Kronos Workforce Timekeeper software training to manager end users in your organization. Components of this offering include guidance on developing your Kronos training program, participation for up to five students in a private half-day WTK 7.0 Managing Timecards and Schedules class and a private half-day consulting session with a Kronos Certified Instructor. Participants are pro-



Educational Service	Description
	vided access to adaptable course content that covers common WTK tasks for managers. A KnowledgePass™ subscription is required to access courseware materials.
WAM Attendance 7.0 Train-the-Trainer – Private	The Train-the-Trainer program is designed to help you successfully deliver Kronos Workforce Absence Manager – Attendance software training to attendance manager end users in your organization. Components of this offering include guidance on developing your Kronos training program, participation for up to five students in a private one-day Workforce Absence Manager 7.0 Managing Attendance Policies class and a private half-day consulting session with a Kronos Certified Instructor. Participants are provided access to adaptable course content that covers common Workforce Absence Manager – Attendance tasks for attendance managers. A KnowledgePass™ subscription is required to access courseware materials.
WF HR 7.0 Train-the-Trainer – Private	The Train-the-Trainer program is designed to help you successfully deliver Kronos Workforce HR software training to HR Administrators in your organization. Components of this offering include guidance on developing your Kronos training program, participation for up to five students in a private half-day Workforce HR/PR 7.0 Performing Core Tasks class, a private one-day Workforce HR 7.0 Managing Employee Data class and a private half-day consulting session with a Kronos Certified Instructor. Participants are provided access to adaptable course content that covers common Workforce HR tasks for HR Administrators. A KnowledgePass™ subscription is required to access courseware materials.



5. Provide an overview of you customer support and maintenance services.

PHONE SUPPORT

Kronos support plans provide for phone-based technical support through the Kronos Global Support Services Center via our toll-free support hotline. Depending on the support plan selected, phone based technical support is available up to 24 hours/day, 7 days/week, 365 days a year. Once your case is logged into the system, our advanced case management software begins its role. It allows all service personnel who work on your case to view your file and make notes on it. As a result, whenever you speak to a Kronos service professional, you do not have to explain your problem over again - everything our engineers need to know is always right there in front of them.

WEB-BASED SUPPORT

Software Assurance

This subscription service entitles you to the latest available product releases, updates/patches and legislative updates via the Kronos. Advantages include:

- *Stability and predictability* - Receive and install the latest product releases; eliminate known problems; enhances the stability of your system.
- *The latest technology* -- Implement the latest product release and maximize system functionality and availability.

Download the latest software support release or tax updates. For many products, the latest software support releases - Service Packs - are posted for you to download and install.

Knowledge Base

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the Knowledge Base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The Knowledge Base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the Knowledge Base.

- *Flexible search capabilities* allow users to search for answers from the complete database of documents or limit their query to specific subject areas. Users can also search for documents by date or document id. Users view the list of answers returned and link to the entry that describes the problem and solution.

Live Online Support

Available 9:00 a.m. - 5:00 p.m., Eastern Time, Monday - Friday, does not replace our reliable telephone technical support. It's another service option customers have at their disposal when encountering an issue needing quick resolution. Kronos Live Online Support is extremely user-friendly and, because it is completely Web-based, there is no software to install on your PC. Security is not an issue because screen data that is passed between customer and engineer during a Kronos Live

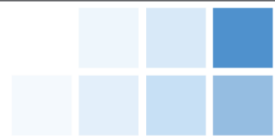


Online Support session is highly compressed using proprietary technology. This data is also encrypted using AES 128-bit encryption.

e-Case Management

Access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases logged after-hours receive priority attention each morning.

- Track open cases through the system to monitor progress until they are resolved to your satisfaction.
- Offers real-time advantages, providing more information to help with problem diagnosis.
- E-mail message is sent directly to a support engineer to resume work as soon as you enter additional notes to the open case.



6. Any and all costs for the proposed solution(s) shall be stated in the proposal with HR, Payroll, and Time & Attendance modules and their implementation costs priced separately. If proposing a benefits module, it shall be priced separately. If proposing a software purchase solution, it shall be priced separately from the cloud-based solution. If there are any training costs they shall also be stated. Vendor shall state the maintenance and operational costs for the initial year and what the annual costs would be for year two and the percentage increase for these annual costs for subsequent years. Vendor shall also state the hourly rate for any additional work.

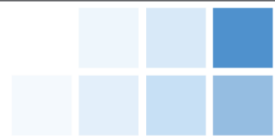
Costs for the Proposed Solution:

Upon review and consideration, Kronos proposes that the most cost effective long-term deployment option Blount County is to acquire software licenses and have Kronos Cloud Services host the application for you. Software, support, implementation, and training fees can be spread over a 36 month period either using Kronos Leasing or a financing provider of your choice.

We note that Addendum #2 stated “only approximately 50% of employees will be using the timekeeping system”. Our proposal is for a best practice implementation: all employees will electronically record attendance and leave transactions (exceptions of course are allowed as needed). This best practice implementation will help ensure the accuracy of payroll, reduce leave liability through real-time visibility to attendance, promote lean government with accountable staff, and enhance security.

Total Cost Breakdown: Software, Support, Implementation, and Training

	Time and Attendance	Human Resources	Payroll	Total
Software	\$199,033	\$153,090	\$85,995	\$438,118
Support – Year 1	\$43,781	\$33,680	\$18,919	\$96,380
Fixed Fee Services (within defined parameters)	\$132,592	\$132,392	\$142,392	\$407,376
Training	\$27,100	\$24,425	\$4,800	\$56,325
Total	\$402,506	\$343,587	\$242,106	\$998,199
Annual Hosting Fee				\$45,600



Year 1-4 Cost Scenario Assuming 36 month lease with Hosting:

	Estimated Monthly Fee	Estimated Annual Cost
Years 1-3 assuming 36 month lease with lease factor of .0303*	\$36,086	\$433,032
Year 4 on**	\$3,800	\$145,835

* The estimated monthly fee for 36 month that would include, software, services, training, and 3 years of annual support. Lease and lease rate subject to review and approval.

** For the initial two (2) renewal years of the monthly hosting services fee following the Initial thirty-six (36) month Term, for the same Program, will not increase by more than 4% over the prior year's monthly hosting services fee.

Annual Support Year 2

Maintenance and Support Fee Year 2	\$96,380
------------------------------------	----------

Please note that our Maintenance and Support quotes for Year 1 and 2 includes Gold Support and KnowledgePass Education Subscription, which provides for unlimited access to on-demand training content and materials.

Annual Support Increase Ceiling Years 3-5 (for same products and service type)

Annual Percentage Increase Years 3-5	4%
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Hourly Rate for Additional Work

Hourly Rate for Additional Work	\$200
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Per Unit Cost for Data Collection Options

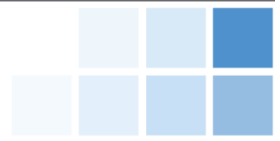
Provided that Customer continuously maintains the Equipment and Software under support plans with Kronos, Kronos agrees that for a period of five (5) years from the execution date of an Agreement, Customer may purchase additional Equipment and end user capacity for the Software (per license price) at the Unit Costs listed below. Nothing contained herein shall limit Kronos' right and ability to discontinue or inactivate a particular product in connection with a generally announced obsolescence or inactivation program to Kronos' customer base.

InTouch Terminals:



Item	Unit Cost
Kronos InTouch Terminal with Bar Code Reader	\$2,277
Kronos InTouch Terminal with Prox Reader	\$2,697
Kronos InTouch Terminal with Bar Code Reader and TouchID	\$2,997
Kronos InTouch Terminal with Prox Reader and TouchID	\$3,417
Kronos InTouch Terminal Depot Exchange Annual Support	\$285
Kronos TouchID Unit Annual Support	\$120
Workforce Mobile Manager	\$29.25
Workforce Mobile Manager Annual Support	\$6.40
Workforce Mobile Employee	\$8
Workforce Mobile Employee Annual Support	\$4.40
Workforce Tablet	\$54
Workforce Tablet Annual Support	\$12

All terminal prices include a battery backup unit.



Software License Assumptions.

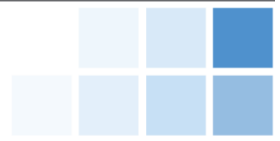
Product Summary

Software (with license count)
Workforce Timekeeper (2,800)
Workforce Manager (200)
Workforce Employee WTK (2,000)
Workforce Absence Manager – Accruals (2,800)
Workforce Mobile Manager (50)
Workforce Mobile Employee (100)
Workforce Integration Manager (2,800)
Workforce HR (2,800)
Workforce HR Administrator (10)
Workforce HR Employee (2,800)
Workforce HR Employee Manager (200)
Workforce Payroll (2,800)

Benefits Administration

Benefits Administration software is included in our core HR solution, and Kronos recommends that the County include the rollout of benefits administration so that you'll fully realize the benefits of a single-source solution for your HR, Payroll, and time and attendance needs.

Should the County opt not to implement benefits administration, the implementation and training costs would decrease by approximately \$23,000.



7. Provide at least three client references. One reference shall include a public organization similar in size and complexity as Blount County. Include the contact name, phone, and email for the project owner. |

Account: **City of Salem (including Salem City Schools)**
Location: Salem, VA
Contact: Bradley Orth
Title: Director of Information Technology
Phone: (540) 375-4080
Email: borth@salemtva.gov

The City of Salem, including Salem City Schools, implemented Kronos timekeeping, HR, and Payroll within the last 24 months. They have over 1,000 employees.

Account: **Washington County School District**
Location: St. George, UT
Contact: Kesha Shultz
Phone: (435) 986-5117
Email: kasha.shultz@washk12.org

The Washington County School District is using Kronos timekeeping, HR, and Payroll solutions to manage its 2,700 employees.

Account: **Olin Corporation**
Location: Cleveland, TN
Contact: Rose Gibson
Title: Manager, Corporate Payroll
Phone: (618) 258-3077
Email: RAGibson@olin.com

Olin Corporation has over 4,000 employees and is using Kronos workforce management solutions in the Cloud hosted by Kronos. Olin has a large plant in Cleveland, TN.

Note: The City of Franklin, TN is just starting their implementation of Kronos time and attendance, absence management, and HR in our hosted environment. The Metropolitan Government of Nashville Davidson County (including Metro Nashville Schools) is implementing Kronos time and attendance in our hosted environment. Sumner County (and Sumner County Schools) is also implementing Kronos time and attendance.



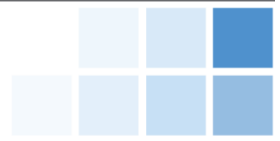
8. Vendor shall submit one original signed proposal, four exact hard copies and an exact electronic version. Include the phone number and email address of the contact person for your company.

Kronos acknowledges this requirement and has submitted one signed original, four exact copies, and an electronic version of the proposal on CD.

Contact: David Herndon

Phone Number: Office – (901) 746-8643 / Mobile – (901) 484-0874

Email Address: david.herndon@kronos.com



Insurance Requirement

Kronos hereby include its evidence of insurance as part of its proposal and takes exception to any insurance requirements of the RFP that are inconsistent with its Kronos insurance certificate. In addition, Kronos is prepared to add the County as additional insured but will not provide copies of its insurance policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Kronos Incorporated 297 Billerica Road Chelmsford MA 01824 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Travelers Property Cas Co of America	25674
	INSURER B: The Travelers Indemnity Co.	25658
	INSURER C: Charter Oak Fire Ins Co	25615
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570051512310**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY			6300299P992	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$10,000
	☐						PERSONAL & ADV INJURY	\$1,000,000
	☐						GENERAL AGGREGATE	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$2,000,000
☒ POLICY	☐ PRO-JECT	☐ LOC						
B	AUTOMOBILE LIABILITY			BA 0292P235 MA Auto	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	☐	☐						
A	☒ UMBRELLA LIAB	☒ OCCUR		CUP0299P992	10/01/2013	10/01/2014	EACH OCCURRENCE	\$5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$5,000,000
	☐ DED	☐ RETENTION						
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3C18389713 All other states UB3C18507913 California	10/01/2013 10/01/2013	10/01/2014 10/01/2014	☒ WC STATU-TORY LIMITS	☐ OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☒ N	N/A				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$500,000
							E.L. DISEASE-POLICY LIMIT	\$500,000

Certificate No : 570051512310

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Kronos Incorporated 297 Billerica Road Chelmsford MA 01824 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

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Background Check Compliance

While providing Professional Services onsite at County's facility, Kronos agrees to comply with all applicable federal and state laws. If Kronos assigns a Professional Services resource to perform Services onsite at any of County's facility, Kronos agrees that it shall conduct a background screening in accordance to the terms below and as permitted by law, on all such Kronos personnel before Customer will grant such personnel access to Customer's facility. The conditions applicable to such background check are to be discussed during the contract negotiations.

Please refer to the completed Background Check Compliance Form on the following page.

BACKGROUND CHECK COMPLIANCE FORM

BLOUNT COUNTY GOVERNMENT

PURCHASING DEPARTMENT
385 COURT STREET
MARYVILLE, TN 37804-5906
(865) 273-5740 Phone
(865) 273-5746 Fax

RFP NUMBER: 2013-2256

CONTRACT NUMBER:

BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity or any employee of any person, corporation or entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Company or Individuals (Name)

Kronos Incorporated

Address

297 Billerica Road

City, State, Zip Code

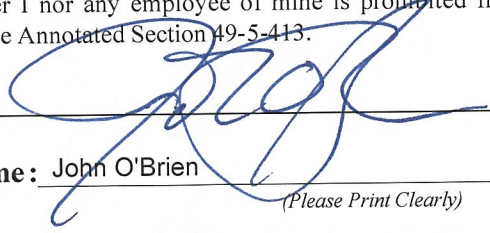
Chelmsford, MA 01824

Telephone Number

(978) 250-9800

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413 and amended in Public Chapter 1080, and certify that I am authorized to sign. The undersigned further agrees if this bid or contract is accepted, to furnish any and all of the Background Check Information on himself and all of his employees as required by law, at the request of Blount County Government. I hereby agree to release all criminal history and other required information to Blount County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current employees and will obtain said information on future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated Section 49-5-413 and that neither I nor any employee of mine is prohibited from direct contact with school children for the reasons enumerated in Tennessee Code Annotated Section 49-5-413.

Signature: 

Title: Senior Vice President, Americas

Printed Name: John O'Brien

(Please Print Clearly)

Date: January 27, 2014

(Month, Day, Year)

INTERNAL OFFICE USE ONLY

NOTES:



Title VI Form

Please refer to the completed Title VI form on the following page.

Title VI

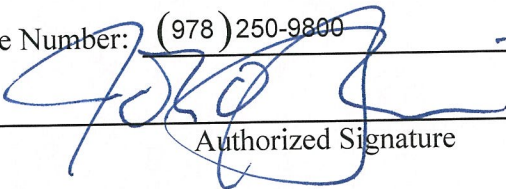
For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: Kronos Incorporated

Address: 297 Billerica Road, Chelmsford, MA 01824

Phone Number: (978) 250-9800

Fax Number: (978) 367-5900


Authorized Signature

January 27, 2014

Date

Business Ownership (Check One or More)	Ownership Ethnicity (Check Only One)
☐ D Disabled (Minority Owned)	☒ C Caucasian
☐ G Government Owned	☐ B Black/African American
☐ E Race/Ethnic Background (Minority Owned)	☐ H Hispanic
☒ N Non-Minority Owned	☐ A Asian
☐ F Female (Minority Owned)	☐ I American Indian or Alaskan Native
☐ M Male (Minority Owned)	☐ N Native Hawaiian or other Pacific Islander
☐ P Non-Profit Organization	☐ O Other (Specify)

Proposal No. (if applicable): 2013-2256

Proposal Title: HR and Payroll Services Solution for Blount County, TN

Date of Proposal Deadline: February 03, 2014 at 1:30 p.m. local time

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.



W-9

Please refer to the W-9 provided on the following pages.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Kronos Incorporated	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 297 Billerica Road City, state, and ZIP code Chelmsford, MA 01824	Requester's name and address (optional)
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
Employer identification number								
0	4		-	2	6	4	0	9
								4
								2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

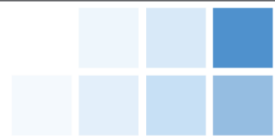
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Kronos Sales, Software License and Services Agreement

The document on the following pages is Kronos' standard software license and services terms and conditions agreement. In general, this agreement covers:

- Software
- Equipment
- Professional Services
- Educational Services
- Support

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

Customer and Kronos agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software. Customer shall indemnify and hold harmless Kronos for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.Kronos.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

11. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

13. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos Travel and Expense Policies. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Kronos Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

(b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

(c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's sole remedy and Kronos' exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

14. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: <http://www.kronos.com/Legal/EquipmentSupportAgr.aspx>.

(b) EXTENDED SUPPORT PROGRAM (DELL SERVERS)

Customers purchasing the Extended Support Program (as indicated on the Order Form) for their Dell servers purchased from Kronos shall receive a specialized, bundled set of Kronos Support Services. Because of the specialized nature of these services, the terms and conditions located at <http://www.kronos.com/Legal/SupplementalTerms.aspx> shall supersede the provisions of this Agreement for the Extended Support Program.

(c) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

(d) GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.
- (ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(e) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

(f) PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

(g) ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

(h) RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(i) DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

(j) WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

(k) KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

(e) Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the terms, conditions and pricing contained in this Agreement and the Order Form, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each

party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

17. MARKETING ACTIVITIES

Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists. Upon Kronos' request, Customer will participate in mutually beneficial marketing and public relations activities with Kronos. All content shall be subject to the prior review and approval of Customer, such approval not to be unreasonably withheld.

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. GENERAL

- (a) This Agreement shall be governed by Massachusetts law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.
- (b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- (e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.
- (f) No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.
- (g) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- (h) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
- (i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
- (j) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

DATED:

CUSTOMER:

BY: _

NAME:

TITLE:

**CLOUD HOSTING ADDENDUM
SUPPLEMENTAL TERMS AND CONDITIONS**

This Cloud Hosting Addendum of Supplemental Terms and Conditions (the “Addendum”) is made as of the Effective Date set forth below by and between Kronos and [REDACTED] (“Customer”). Kronos and Customer are collectively referred to herein as the “Parties”, and individually as a “Party.”

WHEREAS, Customer has entered into a Sales, Software License and Services Agreement, the Kronos Rental Program, a Master Lease Agreement or other license agreement (the “License Agreement”) to acquire licenses to certain Kronos software applications, as well as related equipment and support services;

WHEREAS, Customer desires to use those Kronos software applications, related hardware and services in a managed hosted environment in accordance with the License Agreement and upon the supplemental terms and conditions herein, and Kronos desires to assist Customer in doing so.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the Parties agree as follows:

1. DEFINITIONS

“**Application(s)**” means those Kronos software applications set forth in the Services Scope Statement or Statement of Work, which are made accessible for Customer to use under the terms of this Addendum.

“**Cloud Hosting Program**” or “**Program**” means (i) accessibility to the Applications by means of access to the password protected customer area of the Kronos hosting environment, and (ii) all Hosting Related Services.

“**Content**” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Customer content shared or processed on equipment under the control of Kronos.

“**Hosting Related Services**” means certain services set forth in a Services Scope Statement (SSS) or Statement of Work (SOW) containing hosted related services, such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or Cloud Services and maintenance services related to hosting.

“**Initial Term**” means the initial term of the Program as set forth in the applicable SSS/SOW or Order Form.

“**Internal Use**” means the use of the Program: (i) by Customer’s personnel solely for Customer’s internal business purposes and (ii) by any authorized employee, agent or contractor of Customer to process information relating to Customer’s employees assigned to, or potential employees of, Customer’s authorized business unit(s), solely for the internal business purposes of such business unit(s).

“**Monthly Service Fee(s)**” means the monthly fees described in the SSS/SOW and set forth on the applicable Order Form.

“**Order Form**” means the order request form supplied by Kronos and signed by the Parties that lists the fees for the elements of Customer’s particular Program.

“**Personally Identifiable Data**” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“**Production Environment**” means a permanent environment established for the daily use and maintenance of the Applications in a live environment throughout the term of a Program.

“**Service Description**” means the detailed service description (including any supplementary service terms) specified in the SSS/SOW which sets forth the specific Program to be provided to the Customer.

“**SLA(s)**” means a service level agreement offered by Kronos for the Production Environment and attached to this Addendum as **Exhibit A** which contains key service level standards and commitments that apply to the Program as detailed in the Service Description.

“**SLA Credit**” means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages, interruptions or deficiencies in the delivery of the Program that result in a failure to meet the terms of the applicable SLA.

“**Supplier**” means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Program.

“**Temporary Environment**” means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable SSS/SOW as a Temporary Environment.

2. CLOUD HOSTING PROGRAM

The description of the particular Program ordered by the Customer, the Program term, the Monthly Service Fee rates, and other fees, if any, applicable to the Program are described in the applicable SSS/SOW and Order Form. Kronos will not change the Monthly Service Fee rates it charges for Customer’s existing Program, or the SLA, during the Initial Term. Kronos may change such Monthly Service Fee rates or the associated SLA for a renewal term of the particular Program by notifying Customer at least sixty (60) days prior to the expiration of the then current term. SLAs are only available in a Production Environment. Unless the SSS/SOW indicates that the Program is to be implemented in a Temporary Environment, the Program will be deemed to be implemented in a Production Environment.

3. AUTHORIZED USE

Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Program, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Addendum.

4. MAINTENANCE ACCESS

If Kronos, its Suppliers, or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair the Program, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary. As part of Kronos' support services, Kronos will make updates to the Applications available to Customer at no charge as they are released generally to Kronos' customers. Customer agrees to receive those updates automatically as part of the Program. Customer may be required to purchase additional Hosting Related Services to address infrastructure requirements as released by Kronos for a new version of a particular Application.

5. CUSTOMER REPRESENTATIONS AND WARRANTIES; CUSTOMER OBLIGATIONS

5.1 Customer represents and warrants to Kronos that it has the right to publish and disclose Customer's Content in the Program.

5.2 Customer represents and warrants to Kronos that Customer's Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

5.3 Customer will, at its own cost and expense, provide all end user equipment, operating systems, and software (including a web browser) not provided by Kronos and needed to access and use the Program. Customer will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs associated with Customer accessing the Program, unless such connectivity services are purchased from Kronos as indicated on the SSS/SOW and Order Form.

5.4 Customer shall not, and shall not permit any person or entity under Customer's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.

6. CONNECTIVITY AND ACCESS

6.1 Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Customer agrees that Kronos may audit Customer's use of the Services.

7. FEES AND PAYMENT TERMS

7.1 In consideration of the delivery of the Program, Customer shall pay Kronos the Monthly Services Fee as defined in the applicable Order Form. The Monthly Services Fee shall begin to accrue on the date the Order Form and SSS are signed by the parties, and shall be invoiced annually in advance.

7.2 All fees payable hereunder shall be paid in United States Dollars and sent to the attention of Kronos as specified on the invoice. Payment terms shall be net 30 days following receipt of invoice. All overdue payments shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. Customer is responsible for all federal, state or local taxes, duties and customs fees relating to the Program, excluding taxes based on Kronos' income or business privilege.

7.3 SLA Credits, if any, which are due and owing to a Customer under an SLA for a particular month of the Program shall be paid by Kronos in the month following the month in which the SLA Credits were earned.

8. INDEMNIFICATION

8.1 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that: (a) employment-related claims arising out of Customer's configuration of the Program; (b) Customer's modification or combination of the Program with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. Customer will indemnify and hold harmless the Kronos Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of Customer's settlement of such a Claim.

8.2 The Kronos Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement

or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

9. SERVICE LEVEL AGREEMENT

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCY OF SERVICE(S) OR FAILURE BY KRONOS TO MEET THE TERMS OF AN APPLICABLE SLA, SHALL BE THE REMEDIES PROVIDED IN THE SLA; PROVIDED THAT ANY REMEDIES OR CREDITS CONTAINED IN THE SLA ARE NOT AVAILABLE FOR OUTAGES, INTERRUPTIONS OR DEFICIENCIES OCCURRING DURING ANY PERIOD IN WHICH CUSTOMER IS IN BREACH OF THIS ADDENDUM OR THE LICENSE AGREEMENT. KRONOS DISCLAIMS ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS OR DEFICIENCIES OF SERVICES.

10. LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE LICENSE AGREEMENT, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

11. DATA SECURITY

11.1 As part of the Program, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/smb-solutions/workforce-central-saas/security-description.aspx>

Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Program and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Program. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12. TERM AND TERMINATION

12.1 At the expiration of the Initial Term, the applicable Program shall automatically renew for successive one year periods unless either party provides notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term. Kronos may suspend or terminate the Program upon notice in the event of any breach by Customer of this Addendum if such breach is not cured within ten (10) days of the date of Kronos' written notice. No Program interruption shall be deemed to have occurred during, and no Program credits shall be owed for, any authorized suspension of the Program.

12.2 Customer may terminate the Program by written notice at any time during the term of the Addendum if Kronos materially breaches any provision of this Addendum, and such default is not cured within thirty (30) days after receipt of written notice from Customer. In the event of such termination by Customer, Customer shall pay Kronos within thirty (30) days all fees then due and owing for the Program prior to the date of termination.

12.3 Customer may terminate the Program for convenience on no less than ninety (90) days prior written notice to Kronos.

12.4 In the event of termination of the Program by Customer for convenience or by Kronos for cause during the Initial Term, Customer will pay to Kronos any out of pocket expenses incurred by Kronos in terminating the Program plus an early termination fee based on the following calculation: one (1) month of the then-current Monthly Services Fees for every twelve (12) month period (or portion thereof) remaining in the Initial Term. By way of example only, if Customer terminates the Program for convenience with fifteen (15) months remaining in the Initial Term, Customer will be responsible to pay Kronos two (2) months of the then-current Monthly Services Fees.

12.5 At no cost to Customer, Kronos shall upon (i) request by Customer at any time and (ii) the cessation of the Program, promptly return to Customer, in the format and on the media in use as of the date of the request, Customer's Content.

AGREED AND ACCEPTED

On this date: [REDACTED] ("Effective Date")

CUSTOMER: [REDACTED]

By: _____

Name: _____

Title: _____

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Services. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when necessary. During these Maintenance Periods, the Services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Services available to Customer; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least one day in advance of any known downtime so planning can be facilitated by Customer.

Currently scheduled Maintenance Periods for the Services are:

Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)

Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Customer and Kronos.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Customer must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.



Attachment 1 – Affordable Care Act Guide

NAVIGATING THE AFFORDABLE CARE ACT

In March 2010, after lengthy debate among lawmakers and U.S. citizens, the 111th Congress passed the **Affordable Care Act (ACA)**, legislation that makes sweeping changes to the U.S. healthcare system.

THE ACA IS AIMED AT REDUCING THE UNINSURED POPULATION AND DECREASING HEALTHCARE COSTS BY:

- > Increasing access to health insurance coverage
 - > Expanding federal private health insurance market requirements
 - > Requiring the creation of health insurance exchanges to provide individuals and small employers with access to insurance
-

President Obama's re-election in November 2012 appears to have secured the future of the ACA, making mandatory compliance a near certainty for U.S. employers. As a result, many employers are quickly moving beyond a "wait and see" approach and rethinking their approach to employee healthcare coverage. With major ACA provisions taking effect in 2014, HR and payroll departments are scrambling to develop strategies and update systems to help ensure compliance and manage potential cost impact.

As employers like you prepare for ACA changes, the first step is figuring out exactly how healthcare reform will impact your organization. **This guide is intended to provide information and resources that may be helpful as you assess your readiness and decide on an approach for managing cost and compliance in an ACA world.**

NAVIGATING THIS GUIDE



The ACA's Potential Impact on Employers

ACA Timeline

The Time to Prepare for the ACA Is Now

Stay Up to Date with the ACA and Its Changing Requirements

How Can Kronos Help?

> Time & Attendance

> Scheduling

> Human Resources

> Analytics / Ad Hoc Reporting

Determine a Best-Fit Approach

Conclusion

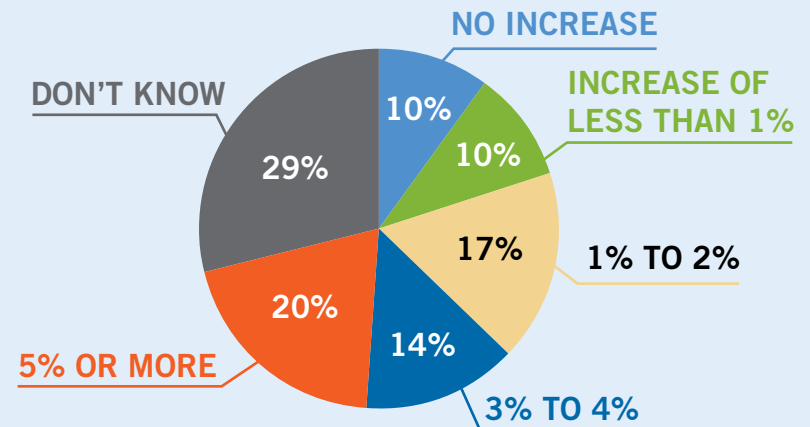
The ACA's Potential Impact on Employers

Why are employers so concerned about healthcare reform? The primary reason is cost. Employee healthcare benefits already represent a significant budget expense for most employers, accounting for an ever-larger portion of total employee compensation. According to a recent Mercer survey, 34 percent of respondents expect a cost increase of 3 percent or more due to ACA requirements effective 2014.¹ This additional expense would be on top of the normal annual increase in healthcare benefit costs, which has been running at about 6 percent — more than double the rate of general inflation over the past five years.²

But the far-reaching effects of the ACA are not limited to cost alone. Because health benefits can play a critical role in recruiting and retaining top talent as well as maintaining high employee satisfaction, employers must weigh the costs of offering health coverage to all eligible full-time employees against potential consequences, such as high turnover or declining service levels, which could result from not offering health benefits.

What's more, the ACA may affect some employers more than others. The hardest hit may well be those employers with a high percentage of part-time, seasonal, or low-wage worker populations because the ACA's Employer Shared Responsibility provision could increase the number of employees eligible for benefits.

Anticipated Cost Increase Due to ACA Requirements Effective in 2014¹



ACA Timeline

2012 and Earlier

2013

2014

The Time to Prepare for the ACA Is NOW!

Is your organization ready for the ACA? Have you developed your compliance strategy?

There's a lot to consider when planning for healthcare reform. ACA laws are not only complex, they are rapidly changing. We'd like to share some valuable resources that will help keep you up to date on the healthcare reform laws as you manage ACA compliance moving forward.



STAY UP TO DATE WITH THE ACA AND ITS CHANGING REQUIREMENTS

The ACA is a highly complex law that provides a number of mechanisms, including mandates, subsidies, and tax credits, to employers and individuals in an effort to increase health coverage rates. Because some ACA provisions remain in a state of flux, it's critical that employers like you stay up to date with the latest developments as you take steps to manage ongoing compliance.

To that end, Kronos would like to direct you to the best and most reliable resources for understanding and keeping pace with the ACA and its changing requirements. The websites listed below provide access to the latest ACA information — straight from the sources responsible for administering and auditing employer compliance.

www.irs.gov

www.dol.gov/ebsa/healthreform

www.healthcare.gov

READY OR NOT?

Consider these questions to determine your organization's level of ACA preparedness.

How Can Kronos Help?

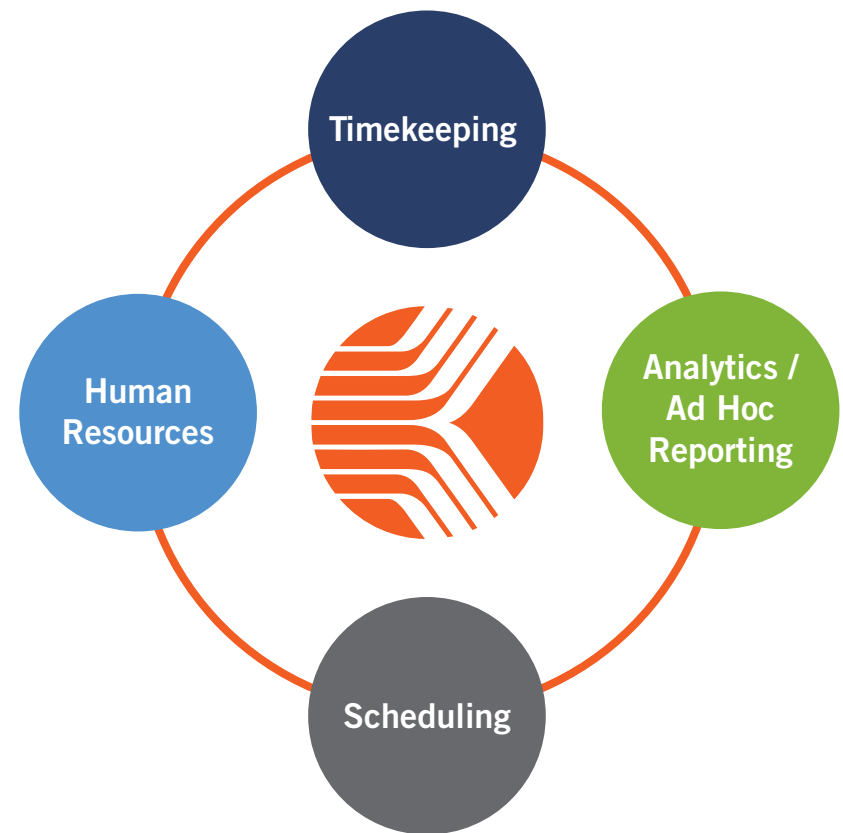
There's no question that ACA administration, compliance, and cost management represent a complex undertaking for employers. Perhaps the **biggest challenge will be determining which employees will qualify as full time**, making them eligible for health coverage under the ACA's Employer Shared Responsibility provision starting in 2014. In order to develop and execute a best-fit strategy for ACA compliance and cost control, you will need to track, integrate, and analyze data across what are in some cases disparate functions including, timekeeping, scheduling, and human resources (HR).

When it comes to ACA administration, spreadsheets, home-grown reports, and manual calculations will do little to simplify a highly complex process with potentially significant financial consequences. Instead, organizations like yours need integrated workforce management tools that provide complete automation and high-quality information for driving cost-effective labor decisions and minimizing ACA compliance risk.

Kronos provides a single, integrated solution that can help manage ACA costs³ and compliance by:

- > **Providing accurate information** about average hours worked by full-time and part-time employees to comply with ACA regulations
- > **Facilitating timely analysis** of employee benefit eligibility, thus improving compliance and reducing financial penalties
- > **Monitoring and analyzing** your workforce schedules, time records, and benefits enrollment in real time
- > **Delivering comprehensive auditing and reporting features** that will permit you to provide evidence of your ACA compliance efforts to government agencies

A Single Platform for Managing the Affordable Care Act and Your Workforce



Time & Attendance

A Kronos timekeeping solution — working in tandem with our data collection devices — helps you control labor costs, minimize compliance risk, and improve workforce productivity without breaking a sweat.

Our completely automated time and attendance solutions help reduce labor costs by enforcing pay and work rules — consistently and accurately — across the organization. By simplifying labor-intensive timecard tracking, data entry, and approval processing, Kronos reduces the administrative burden associated with attendance exceptions and employee inquiries while minimizing costly overpayments and compliance risk. Our timekeeping solutions feature:

CONFIGURABLE RULES ENGINE. Right out of the box, our solution kicks in with complete automation and enforcement of complex work and pay rules.

PROACTIVE EMAIL ALERTS. These real-time “red flags” notify managers of situations that need immediate action. Alerts allow managers to manage by exception and keep things from falling through the cracks.

ACCURATE TIME RECORDS. Our centralized policy management helps enforce complex compliance requirements accurately and consistently while generating a complete audit trail.



How Kronos Time & Attendance Helps with ACA

A Kronos timekeeping solution provides an easy-to-understand, on-screen view of historical and real-time workforce information, helping you determine each employee's full-time or part-time status during your look-back periods. It can also be used to track hours worked during the stability period and as you track time during ongoing monitoring. The solution:

- > **Provides managers, HR, and administrators the data** they need to make informed ACA decisions
- > **Delivers easy-to-configure tools** for setting up rules that can help you examine your workforce data in a way that speeds and eases administration of your chosen ACA strategy
- > **Offers access to the workforce data** needed to help you comply with upcoming government reporting requirements

[Learn more about Time & Attendance >](#)

TIME & ATTENDANCE

Allows you to analyze your workforce data for look-back, stability, and ongoing monitoring. Provides the ability to configure 30+ hour average per week rules and then calculate and display the data in simple-to-understand views and reports.



Look Back



Monitoring

Scheduling

Automated Kronos scheduling solutions let your managers accurately create “best-fit” schedules that align labor with anticipated demand while adhering to all company, union, and regulatory scheduling policies. Crystal balls and spreadsheets is not the right tool for scheduling your workforce. Instead, employee scheduling solutions from Kronos can help you put the right person in the right place at the right time.

Because even the best-planned schedules require “on the fly” adjustments, scheduling software should let your managers react to changes swiftly and decisively using real-time data. Kronos takes the guesswork out of scheduling by helping your organization to:

CONTROL LABOR COSTS by reducing overstaffing and minimizing reliance on costly overtime

MINIMIZE COMPLIANCE RISK because all your scheduling-related rules and policies are applied consistently with automated enforcement

IMPROVE WORKFORCE PRODUCTIVITY by aligning schedules with demand to reduce understaffing

How Kronos Scheduling Helps with ACA

As you monitor your workforce on an ongoing basis, Kronos scheduling and timekeeping solutions will allow you to look at an employee’s time record in combination with his schedule to determine if he is over or under the 30-hour threshold.

In certain situations, you can configure Kronos tools to alert managers and HR when employees are approaching the 30-hour threshold. In such cases, managers can obtain real-time data to help determine the best course of action for maintaining service levels and minimizing ACA compliance risk.

Keep in mind there may be certain positions in your organization that need to have a specific number of people in place to maintain production levels (Manufacturing), patient care (Healthcare), customer service (Retail), call center support (Services), shipment levels (Distribution), parks and recreation service levels (Public Sector), or coaching and teaching standards (Education). With the help of a Kronos scheduling solution, your organization can put the right people in the right place at the right time to meet anticipated demand while tracking threshold levels for ACA requirements.

[Learn more about Scheduling >](#)



SCHEDULING



Monitoring

The ability to monitor your workforce going forward is critical. When used together, Kronos scheduling and timekeeping solutions can help you track and examine which employees are within the 30+ hour window that triggers full-time status under ACA definitions.

Human Resources

Kronos HR is a single system that contains all employee records and provides easy access to the critical HR information organizations need to reduce errors, enforce policies, and drive workforce engagement. This proven solution streamlines HR processes — from benefits enrollment, compensation planning, and performance reviews to training and certification tracking and employee/manager self-service — to help reduce administrative effort, eliminate duplicate data entry, and deliver a single version of the truth about the workforce.

With Kronos HR you get a complete end-to-end solution that helps your organization:

CONTROL COSTS by eliminating data entry into more than one system, thereby reducing errors

REDUCE LITIGATION, GRIEVANCE, AND AUDIT RISK with a single solution for applying, storing, and accessing all your workforce information

MANAGE TALENT WITH AUTOMATION that reduces tedious tasks and lets employees focus on what they do best



How Kronos HR Helps with ACA

Kronos HR uses the integrated data from Kronos timekeeping and other solutions in our workforce management suite to “connect the dots,” trigger an automated alert or workflow, and help inform specific HR decisions. Once timekeeping data indicates that an employee has passed the 30-hour average per week threshold, you can determine how you want to proceed. Kronos HR allows you to change the employee’s status from part time to full time, triggering the need to process benefit eligibility, and offer the employee’s specific benefits through an open enrollment life event. The employee can then use Employee Self-Service to perform the following:

- > **Enroll** in the benefit plan that suits his or her needs
- > **Opt out** of all employer-sponsored benefit plans
- > **Waive** enrollment because the employee has affordable coverage with a spouse or significant other

Because Kronos helps you stay on top of ACA regulations and organization-specific policies, you are better prepared to maintain accurate, consistent data and provide proof of your ACA compliance efforts to government agencies.

[Learn more about Human Resources >](#)

HUMAN RESOURCES



Look Back



Stability



Monitoring

When used together, Kronos HR and timekeeping can let you know which employee’s status could be affected by the ACA, so you can take steps to change them from part time to full time. Once full-time status is determined, Kronos HR enables you to initiate the benefit process, informing employees of benefits eligibility and allowing them to enroll in or opt out of benefit plans via an easy-to-use self-service portal.

Analytics / Ad Hoc Reporting

Kronos analytics / ad hoc reporting gives your business leaders, operational executives, and frontline managers the power of real-time visibility into your workforce, allowing them to make fact-based decisions that impact your bottom line.

As organizations continue to gather more and more workforce data, analyzing that information grows increasingly difficult. And acting on it in a timely fashion becomes nearly impossible. As a result, critical business questions go unanswered and opportunities for improvement are lost. With a Kronos analytics/ad hoc reporting solution, your organization gains instant visibility into workforce trends and outliers to identify opportunities for improvement. You get the actionable insights you need to:

DETECT POTENTIAL ISSUES before they become major problems

UNCOVER ROOT CAUSES of issues while there's still time to take corrective action

MAINTAIN PREDICTABLE LABOR EXPENSES and stay within budget



How Kronos Analytics / Ad Hoc Reporting Helps with ACA

Kronos analytics / ad hoc reporting provides a fast, easy, and accurate way to visually examine, analyze, and drill down into historical and real-time timekeeping data for your organization's look-back and monitoring periods in order to:

- > **Analyze your workforce data** based on specific factors including the 30-hour average per week threshold
- > **Help determine the part-time or full-time status** of each employee per new ACA definitions
- > **Capture data from various systems** you may have in place to assist workforce analysis
- > **Perform "what if" analysis** of various data elements within the employee record with regard to timekeeping, scheduling, benefits, and compensation

By providing instant access to essential workforce data in an easy-to-understand format, analytics / ad hoc reporting helps managers make informed decisions around schedules, benefits, and other workforce-related assessments in real time so they can maintain output, service levels, and workforce satisfaction. These capabilities can help your organization successfully control the ACA's administrative and cost burdens while minimizing your ACA compliance risk.

[Learn more about Kronos Analytics / Ad Hoc Reporting >](#)

ANALYTICS / AD HOC REPORTING



Look Back

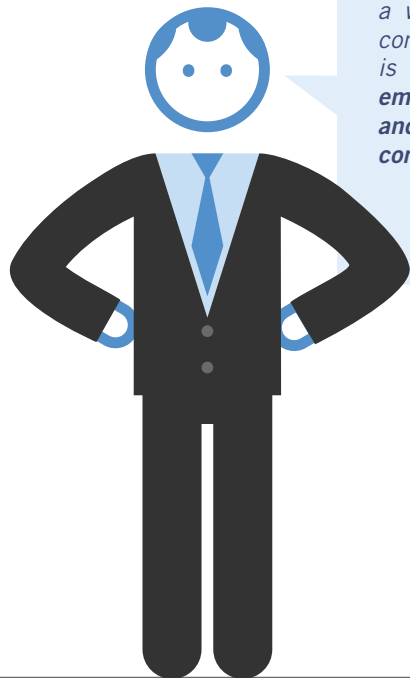


Monitoring

Provides managers and administrators with real-time and historical workforce data for the look-back and monitoring periods to help determine full-time status based on the new 30-hour average rule. Analysis of core data from Kronos timekeeping and various sources can help your organization effectively manage ACA cost and compliance.

Determine a Best-Fit Approach

Since the ACA will continue to have wide-ranging impact on how businesses provide healthcare benefits to employees, it is critical that employers start examining their approach for compliance. Some employers are weighing the cost impact of providing health coverage for all full-time employees versus the recruiting and retention advantages. Still others are taking steps to more carefully monitor the hours of their part-time employees to make sure they maintain the average of 30 hours per week or less within a given month that distinguishes them from full-time employees under ACA.



"Many organizations had been taking a wait and see approach to ACA compliance. Now that the election is over, it would be prudent for employers to get a strategy in place and develop tools and processes to comply before the 2014 deadline."

— Paul DeCamp, partner,
Jackson Lewis LLP

Conclusion

No matter which approach your organization uses to manage ACA cost and compliance, Kronos workforce management solutions can help. Our integrated solutions provide you with the complete automation and high-quality information your organization needs to:

CONTROL LABOR COSTS

- > Track part-time vs. full-time hours
- > Minimize overtime
- > Optimize scheduling and staff

MAINTAIN EMPLOYEE SATISFACTION

- > Provide stable schedules
- > Deliver timely benefits eligibility information
- > Speed and ease employee enrollment through self-service

SUPPORT ACA COMPLIANCE

- > Monitor time worked
- > Streamline benefits enrollment
- > Generate necessary audits and reports

Discover workforce innovation that works. For more details on how Kronos can help your organization manage costs and compliance in an ACA world, visit www.kronos.com or call +1 800 225 1561.



KRONOS®

Workforce Innovation
That Works™

¹ Mercer, "Health Care Reform After the Decision: Mercer's Series of Surveys on Health Care Reform."

² Mercer, "Health Care Reform After the Decision," 2.

³ Mercer, "Health Care Reform After the Decision," 2.

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Attachment 2 – Workforce Central Technical Datasheet

Time and Labor Technical Data Sheet

Kronos Workforce Central labor management solutions constitute a web-based enterprise suite of applications designed to maximize workforce productivity while minimizing the impact on IT. The advantage of the product platform lies in its ability to match the needs of the users with a broad range of employee interaction devices: Web browsers, data collection terminals, biometrics, telephony, personal digital assistants (PDAs), and more.

Platform portability

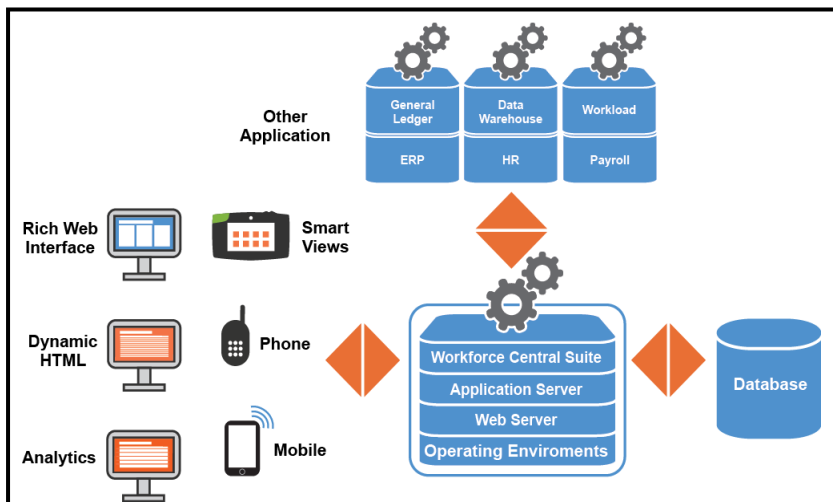
The Workforce Central labor management architecture follows an industry-standard model using the Java 2 Enterprise Edition (J2EE) for Web applications to provide an extensive set of scalable platform options to customers. The J2EE platform enables the application to run on a broad set of operating systems and application servers. This open and portable approach to application development is also apparent in the supported database products, Microsoft SQL Server and Oracle.

Three-tier architecture

From an IT perspective, Kronos' labor management solutions are structured in three-tier application architecture. This architecture unlocks the real power of the Kronos solution, to be deployed quickly and integrated cost-effectively within an existing IT infrastructure.

Client tier: In the client tier, customers have access to multiple types of interfaces to interact with Kronos applications. Based on the role of the users, Kronos provides access via telephony, PDAs, data terminals (including SmartViews), dynamic html, rich web interfaces (Ajax, Flash, java applets), and portals that leverage the most suitable technology to meet users' specific needs. Web pages and applets connect to the Web-based Workforce Central Application Server.

Application tier: The J2EE application server implements the major parts of the application, including the application logic, performing the real work of the application. The Web server resides on this tier, awaiting browser requests that are passed to Workforce Central. The application tier also includes a business rules engine Web service that optimizes the application server by offloading computationally intensive work for faster response. At the heart of this Web service is the Workforce Totalizer, a robust rules engine designed around an object-oriented model. The Workforce Totalizer executes the Workforce Central business rules in real time. The advantage to this approach is its ability to provide payroll managers and supervisors with real-time calculated data to support decision making and data modeling.



Database tier: The database server efficiently stores and retrieves all application data. The database configuration has many dependencies, including the number of employee records in the database, the number of clients, the number of pay periods to be stored, and configuration of the storage subsystem.

The technology details contained in this document describe the following products in the Kronos® Workforce Central® suite:

- Workforce Timekeeper® 7
- Workforce Employee™ 7
- Workforce Manager™ 7
- Workforce Mobile™ 7
- Workforce Tablet™ 7
- Workforce Accruals® 7
- Workforce Scheduler™ 7
- Workforce Absence Manager™ 7
- Workforce Activities™ 7
- Kronos Touch ID™ Software
- Workforce Integration Manager™ 7
- Workforce Record Manager™ 7
- Workforce Device Manager™ 7
- Workforce Forecast Manager™ 7
- Workforce Operations Planner™ 7
- Workforce Analytics™ 7

Data collection and self-service

Workforce Central supports four general categories of users: administrators charged with configuration and setup, employees, frontline managers who directly manage employees and human resource and payroll specialists who centrally manage the corporate payroll and pay policies. Managers and specialists have very similar requirements; they are the real power users of a labor management application.

Considering the makeup of today's workforce, labor management applications must leverage the most appropriate technology to deliver a user interface equipped to meet the individual needs and work style of the user. A web-based technology approach provides a strong foundation for this degree of flexibility, but a closer look at the needs of the user often reveals more complex requirements. The distinct advantage of Kronos architecture is its ability to match the right technology approach with the usage model for each type of user and the strengths of a wide range of interaction devices.

For self-service employees who will be entering time and attendance data and checking their leave balances, a Web browser is all that is required for access. To protect the privacy of an employee's data and to increase the overall security of the solution, these connections to the Web server can be configured to use either the HTTP or the HTTPS protocol. The HTTPS protocol uses the Secure Sockets Layer (SSL) cryptographic protocol. Connections over HTTPS use encryption and require a server certificate from VeriSign or another certificate authority.

Managers and payroll specialists responsible for the time and attendance records of large numbers of employees need a highly interactive, rich user interface that doesn't slow them down. To meet these needs, the Kronos solution utilizes Java applets. Applets are downloaded only once when first accessed and run in the Sun™ Java runtime environment™ (JRE) plug-in. Only those Java applets necessary to perform the tasks associated with a particular user role are downloaded to the client. As a result, very small packets of actual data are being transmitted, keeping the bandwidth requirements for the Workforce Central application very low. Most users of the application can take advantage of a pure HTML deployment designed for self-service access.

Workforce Mobile

The Kronos® Workforce Mobile™ solution gives you a mobile connection to your Workforce Central® system. This means your workforce can complete common administrative tasks right on their mobile devices. Wherever managers are, they can easily see and rapidly respond to potential workforce management issues via Workforce Mobile Manager, through Workforce Mobile Employee, employees can perform their time management tasks when they need to, where they need to.

This on-the-go access means your workforce is able to instantly engage, make effective decisions, take action, and move on. It's mobile workforce management. And it will fundamentally

Workforce Tablet

The Kronos® Workforce Tablet™ solution provides managers with constant mobile access to their Workforce Central® system — all through the simple, convenient, and compelling user experience offered by today's tablet devices.¹ With the combined capabilities of Workforce Tablet and Apple® iPad® capabilities, Kronos delivers the power of a back-office PC to managers who don't work in the back office. Managers can easily record and access real-time labor data and streamline decision making by staying constantly connected to Workforce Central.

On-the-go access allows managers to maximize productivity for themselves and your employees by making critical workforce management decisions instantly — from the shop floor, across the building, or when traveling.

Workforce Analytics

Workforce Analytics products allow customers to solve vital workforce problems using strategic information delivery. Workforce Analytics gives an aggregate view of the workforce, allowing executives and managers to find the departments and facilities that are using best practices and those that need to improve. They can monitor the progress of the whole organization toward goals and find and redirect groups that are not meeting targets. Through the calculation of over one hundred key workforce metrics, Workforce Analytics transforms operational data into strategic intelligence.

Security of confidential data

Workforce Central supports LDAP and Microsoft Active Directory for password authentication for organizations to centralize the maintenance of passwords. And, to facilitate controlled access via once-per-session authentication, Workforce Central supports single sign-on capability for both SiteMinder® and SAML enabled environments. To reduce the impact on help desks, Kronos provides automated password reset. Workforce Central also supports SSL for added security at the customer's option. User access rights are defined in the Workforce Central access control profiles.

Integration with existing infrastructure

Kronos offers tools to support integration with critical business systems such as payroll, HR, patient information systems, and other back-office applications. Certified interfaces to major ERP systems, such as SAP, facilitate connections to existing data sources and repositories, further improving the return on investment.

The flexible and configurable Workforce Integration Manager™ integration tool contains components for interface processing and interface development. Workforce Integration Manager uses industry-standard technologies to import data from a variety of sources, files, and tables and to output data into many different file formats or directly to other relational database management systems. Batch transfer of tables from HR or payroll systems can be accomplished by using table-based import utilities provided within the Workforce Central applications. Workforce Integration Manager Interfaces help expand the use of your labor management data by making it accessible to other applications in the formats they require.

Extensibility support with XML API toolkit

Enterprise organizations desire tight integration with critical business applications resulting in data synchronization. Other organizations may require adherence to customer-specific user-interface standards. The SOAP-based XML API delivers this flexibility through views of business objects to facilitate the extension of business rules and validation of data. This open user interface supports unique customer needs while protecting the application integrity through a stable, reliable interface.

System administration

Workforce Central provides a number of capabilities for busy IT managers to perform system administration functions anytime and anywhere, a distinct advantage when their business takes them away from their primary locations. System administrators are pushed automatic notifications if scheduled events or servers fail. System performance metrics, such as active users logged on, can be monitored remotely, and system tasks and events can be scheduled at a convenient time when system usage is low. System status instrumentation, health data, and performance assessment data are provided for easy integration into leading monitoring and management applications.

VMware and Microsoft Hyper-V virtualization

Most Workforce Central 7 applications can be run on VMware® and Microsoft Hyper-V® virtual machines. Virtualization is a software technology that makes it possible to run multiple operating systems and applications on the same computer at the same time, increasing hardware utilization and flexibility. By using virtualization software, an IT department can transform, or “virtualize”, the hardware resources of an x86-based computer — including the CPU, RAM, hard disk, and network controller — to create several fully functional virtual machines that can each run its own operating system and applications just like a real computer. (Note: Workforce Analytics™ products are not supported on virtualized environments.)

Workforce Worksheets

You can access Workforce Genie® data and a number of Workforce Central data reports from Microsoft Excel® 2007 or 2010 by using the Workforce Worksheet plug-in.

Supported technology

Desktop requirements					
Browser			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	Internet Explorer	8 (32 bit), 9, and 10 (32 & 64 bit)	Microsoft	Windows 8 - 64-bit (Desktop Mode only)	
				Windows 7 - 32-bit and 64-bit	
				Windows XP - 32-bit	SP2
				Windows Server 2008 - 64-bit only	
Mozilla	Firefox 32-bit	Version 17 or higher		Windows Server 2008 R2 - 64 bit	
Apple ♦■	Safari	6	Apple ♦■	Mac OS-X 10.7 & 10.8	

Note: For Safari browser/OS X clients, JRE is provided by Oracle

Firefox & IE 10 not supported with HRMS Admin

IE10 – Compatibility mode must be turned off and not supported by Analytics

CPU	Intel-based Pentium 4 or AMD equivalent; 2 GHz+ recommended
RAM	2GB minimum - 4GB recommended
Cache	256KB/L2 recommended
Display	1,024 x 768 with 256 Color Recommended; Minimum graphics memory: 128 MB
Hard Disk Space	Minimum free disk space: 100 MB
Network Protocol	HTTP or HTTPS
Network Bandwidth	LAN Connection: Gigabit network recommended WAN Connection: Fractional T1 or (T1+ recommended)

Workforce Timekeeper v7 requires Cookies to be enabled and Active-X controls must be permitted.

Navigator user interface			
Vendor	Product	Version	Operating System
Adobe	Flash	11.1+	Same as supported Browsers

Only required if Workforce Navigator is used.

Java Plug-in			
Vendor	Product	Version	Operating System
Oracle	Java Plug-in (JRE)	Supports JRE 1.7 Family with a minimum of JRE 1.7.0_21 (ships with product)	Same as supported Browsers

Mobile	
Device type	Platform
Apple	iOS 3.1 & up (iPhone), iOS 3.1.1 & up (iPod touch) iOS 4.2 & up (iPad)
Android	OS 2.x & up
BlackBerry	OS 4.5.0 & up, OS 4.6.0 & up, OS 5.0.0 & up, OS 6.0.0 & up
Nokia	Series 40 3rd Edition & up, Series 40 5th Edition & up Series 60 3rd Edition Feature Pack 1 & up Series 60 5th Edition & up

Tablet	
Device type	Platform
Apple	iOS 5.1 up (iPad)

Server Virtualization		
All components of Workforce Central and Analytics can be run on VM with following exceptions. Teletime 6 (Classic), Teletime-IP 7 cannot be run on a VM.		
Vendor	Product	Operating System
Microsoft	Hyper-V	Microsoft Windows Server 2008 R2
VMware	VSphere v5+ ESXi Hypervisor v4.1+	Microsoft Windows Server 2008 – 64 Bit Microsoft Windows Server 2008 R2 – 64 Bit

Desktop Virtualization			
Citrix Version	Platform Operating System	Citrix Version	Platform Operating System
XenApp v6	Microsoft Windows 2008 Server 64-Bit	Terminal Services	Microsoft Windows 2008 Server 64-Bit
	Microsoft Windows 2008 R2 Server 64-Bit		Microsoft Windows 2008 R2 Server 64-Bit

Web Server			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	IIS	V7.0	Microsoft	Windows Server 2008 - 64-bit	
		V 7.5		Windows Server 2008 R2 - 64 bit	
Apache ♦	Web Server	v2.4.3	Microsoft	Windows Server 2008 - 64-bit	
				Windows Server 2008 R2 - 64 bit	
			Oracle/Sun ■	Solaris (SPARC)	10 & 11
			IBM ■	AIX (pSeries)	6.1 & 7.1

Streaming video on InTouch 1.1 requires IIS

Application Server			Operating System		
Vendor	Product	Version	Vendor	Product	Version
JBoss	EAP	V6.0	Microsoft	Windows Server 2008 - 64-bit	
				Windows Server 2008 R2 - 64 bit	
			Oracle/Sun ♦ ■	Solaris (SPARC)	10 & 11
			IBM ♦ ■	AIX (pSeries)	6.1 & 7.1

Application Server Workforce Analytics			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Apache	Tomcat	v6.0.32	Microsoft	Windows Server 2008 - 64-bit	
MicroStrategy	MicroStrategy	v9.2.1		Windows Server 2008 R2 - 64 bit	

Workforce Analytics Office Add-in			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	Office Professional and Enterprise	2010	Microsoft	Windows 8 - 64-bit	
		2007 SP2		Windows 7 - 32-bit and 64-bit	
		2003 SP3		Windows XP 32-Bit	SP3

Database Server Technology Support	
Database	Operating System
Oracle 10gR2 (10.2.0.1), 11gR1 (11.1.0) and 11gR2 (11.2) 32-bit and 64-bit ♦	All operating systems that Oracle supports for these database versions
Microsoft SQL Server 2005 - 32-bit and 64-Bit Microsoft SQL Server 2008 - 32-bit and 64-Bit Microsoft SQL Server 2008 R2 - 64 bit Microsoft SQL Server 2012 - 64 bit ♦ Standard, Workgroups, Small Business, and Enterprise editions only	All operating systems that Microsoft supports for these database versions

♦ Not supported with HRMS

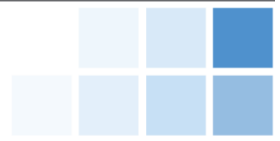
♦ Not supported by Analytics

■ Low volume platform support delivered in service pack



Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 +1 800 225 1561 +1 978 250 9800 www.kronos.com

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Attachment 3 – Disaster Recovery – General Information

A well prepared and executed Disaster Recovery plan will allow the remote site to quickly continue production operations after a disaster. The disaster recovery plan must include the information about the systems in the disaster site, the location of files, the people who will carry out the plan and their emergency contact information, and detailed instructions and checklists to execute the plan.

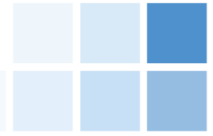
Disaster recovery planning is an important aspect of any mission critical systems. Workforce Timekeeper is considered a mission critical system and a Disaster Recovery (DR) plan is recommended.



- **Data destruction/corruption.** This type of error may be due to a user or an application. Backup techniques are the best mechanism to protect a company from this type of data availability problem.
- **Storage failures.** Data storage locations should be protected against hardware failures. One of the mechanisms used to avoid these failures is to have high availability redundant hardware devices. A solution based on RAID (Redundant Arrays of Independent Disks) configuration for example, permits a determined system to keep the data on multiple disks. If a failure occurs in any of these, the data is available in the rest. Spare disks can be used to minimize the recovery time frame for a system after a failure of this type.
- **Server failures.** With the aim of providing continuous availability in all applications, we must take precautions against possible failures at both server hardware layer and the application software. One of the mechanisms providing this type of protection is the servers “cluster” model.
- **Site failures.** If all the applications and servers are located in the same geographical point, the whole systems group is vulnerable to certain natural disasters or human actions (terrorism, etc). In order to avoid these situations, system recovery mechanisms are needed in a remote center. For this, you need to have a communications infrastructure between the centers (networks such as DWDM, ATM, IP, etc.).

The system should be fully replicated in a separate location. This should include at a minimum a database server, application servers, and network connectivity. Each server will be fully configured with the appropriate software and be offline. The database server will have a copy of the production database which is up to date from the last set of transaction logs applied. The application server will have the Workforce Timekeeper software fully installed and ready to be started should there be a need to transition to the DR site.

During the course of normal operations, logs should be copied to the disaster site and then applied to the stand by database server. The server should be accessible but in a “stand by” mode.



Planning

Disaster Recovery planning includes the following steps:

- Sizing the equipment for the disaster site
- Determining where the site will be located
- Determining the network, space, and power requirements
- Determining who will be responsible for the recovery
- Determining how you will reach the responsible individual to perform the recovery
- Determining how users will be notified of outages and when the system comes back on line
- Documenting the actual recovery process

Preparation

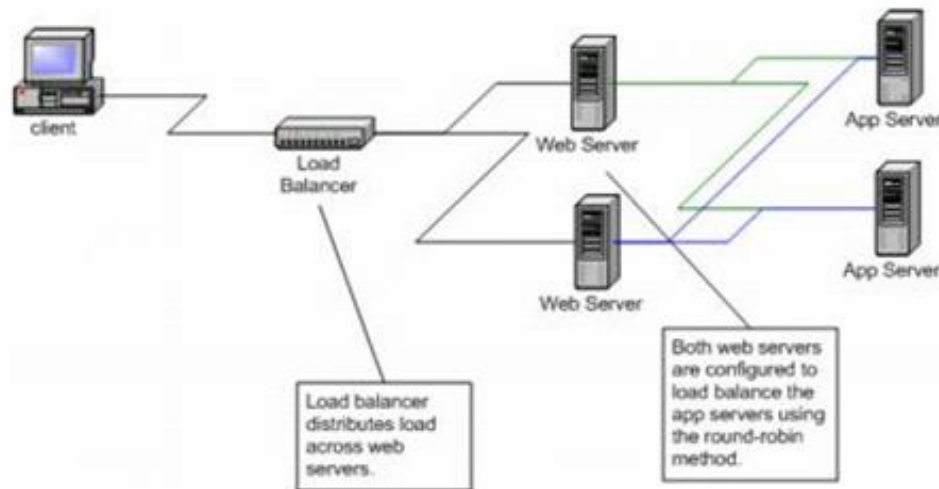
The following are the preparation steps required:

- The web/application servers have the Kronos software installed and the appropriate service packs have been applied at the disaster site.
- The database server is in stand-by mode at the disaster site.
- Logs have been applied on a regular basis while the production site was up
- The appropriate individuals are identified by the disaster recovery plan and can bring the disaster site on line taking the database server out of stand-by mode and restarting the web/application servers
- Disaster recovery drills should be complete at least twice a year to ensure that everyone is ready to execute the disaster recovery plan
- Multiple copies of the disaster recovery plan should be kept at the disaster site as well another safe location.

Mitigation of Risk

Note that the Workforce solution design mitigates against execution of Disaster Recovery processes being needed. Workforce Timekeeper environment consists of a number of web/application servers and a database server. The number of web/application servers depends upon the use case. The web and application server can be separated for a DMZ. Typically, there is a load balancer in front of the web/application server which distributes the load.

The load balancer also provides redundancy. Should an application server fail, the traffic will be directed to other web/application servers in the environment. The following illustrates load balancing with separated web and application servers.



Running without Redundancy and Mitigating Factors

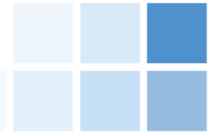
In the event of a disaster or loss of the primary site, the disaster site would be brought online. There are several different scenarios which could occur. These include the following:

- Primary site is down due to loss of network connectivity or power
- Primary site is down due to structural issues – equipment is not damaged
- Primary site is down due total loss of facility – equipment is destroyed.

If the primary site is down due to loss of power and/or network connectivity, the disaster site will stay on line until the power and network connectivity is restored. Once the primary site is back up and running, the disaster site would be taken off line again. In this case, there is no need to consider another site and production site should be back online with 2 hours of the network and/or power being restored.

If the primary site has been damaged and the equipment is accessible and not damaged, a secondary site needs to be setup to become the disaster recovery site and the current disaster recovery site needs to be considered the new production site. Log shipping needs to be setup and the database need a standby database needs to be created. Once the equipment is installed in the new location and the network is up, the site should be online with 8 hours.

If the primary site has been destroyed, new equipment needs to be stood up in a new location and the servers built out. Please note that installing software is often quicker than restoring from a backup in this case. Once the site is ready to be transitioned to an online status, the disaster site would be taken offline. Providing the equipment, site, resources to perform the work, and network are available; the site should be online within 24 hours.



Backup Strategy

It is important to have a regular backup for recovery. A scheduled backup is a viable option to accomplish this. Backups with the conjunction of applying log files, a point in time recovery can be accomplished.

A regular backup is important for recovery, especially the install directory, i.e. c:\kronos or \usr\local\kronos. The files that are particularly important are all property folders within kronos\wfc\applications, reports, license files and logs.

The following files should be backed up weekly for disaster recovery:

- \kronos\wfc\licensing*.*
- \kronos\wfc\reports\OtherReports*.*
- \kronos\wfc\deployments
- \kronos\wfc\applications\wfc\properties*.*
- \kronos\wfc\applications\wfc\wfp\properties*.*

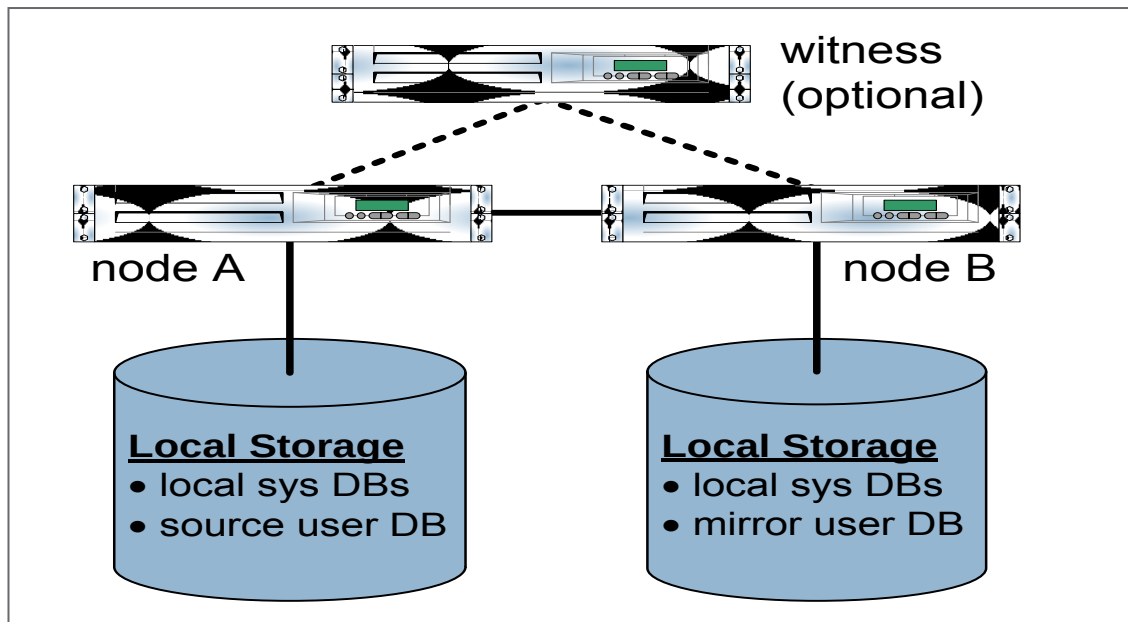
Database Log Shipping or DataGuard

Transaction Log Shipping

- Warm standby solution
- Duplicate user database
 - Copy transaction logs to standby server & restore
- Database available for read-only access
 - Users must disconnect for logs to be applied
 - Two database licenses required if querying standby
- Manual application failover
- Supported on standard hardware
- Possible data loss (unapplied transactions)

Data Mirroring (SQL)

- Redundancy at user database level
 - Duplicate copy of user database
 - Independent storage devices
 - Multiple copies of instance databases
- Mirrored over private network channel
 - Mirror always redoing transactions from principal
 - Negligible impact on transaction throughput
- Multiple mirroring modes:
 - High-availability: commit @ log on mirror; automatic failover
 - High-protection: commit @ log on mirror; manual failover
 - High-performance: commit when logged on principal
- Very fast automatic failover—seconds
 - Requires witness server
- Mirror-aware application client connection
 - Provided by client library
 - Database connection string must specify both servers
- Mirror may be available for read-only access (snapshots)
- Works with standard hardware

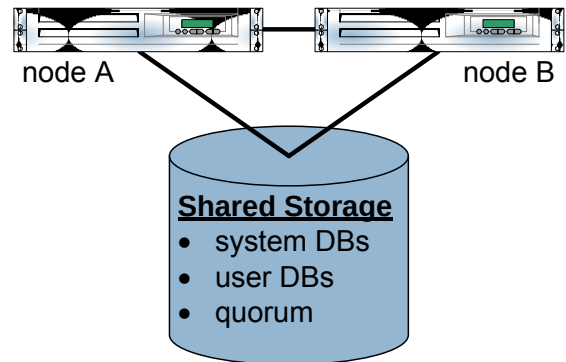


Mirror Witness

- With mirroring, more than one server is required to decide on failover
- Witness automates failover from primary to mirror
 - Watches database availability
 - Reports observations back to principal and mirror
- Runs in separate SQL Server instance (Express is OK)
- Prevents “split brain” scenario
- Very low resource consumption
 - Can be witness for multiple databases
- Not a single point of failure

SQL Server Failover Clustering

- Two clustered nodes
 - Active/Passive config
- MS SQL services
 - Running on virtual server
- Shared storage device
 - User databases
 - System databases
 - Quorum drive
 - Redundant internal components



Oracle RAC

- Two or more nodes
 - Active/Active config
- Virtual IP's
 - Running on virtual server
- Shared storage device
 - User databases
 - System databases
 - Redundant internal components

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 3

COUNTY's Insurance Requirements

and

Certificates of Insurance

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 3a

COUNTY's Insurance Requirements

Prior to award of the procurement by the COUNTY, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide one or more Certificate(s) of Insurance that meet(s) or exceed(s) the following insurance requirements:

Type of coverage		Limits of coverage	Certificate of insurance*
Commercial general liability	Premises / operations	\$1 million per occurrence / \$2 million annual aggregate	Certificate of insurance shall name the Blount County Government and Blount County Board of Education as an Additional Insured and attach endorsement. Coverage shall apply on a primary and non-contributory basis.
	Products / completed operations	\$1 million per occurrence / \$2 million annual aggregate	
As an alternate to commercial general liability, proposer may offer ... Technology errors and omissions liability		\$1 million combined single limit	Certificate of insurance shall name the Blount County Government and Blount County Board of Education as an Additional Insured and attach endorsement. Coverage shall apply on a primary and non-contributory basis.
Workers compensation		Statutory limits	Certificate holder only
Employers liability		\$500,000 bodily injury each accident / \$500,000 policy limit bodily injury by disease / \$500,000 each employee bodily injury by disease	Certificate holder only

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the delivery and acceptance of the ordered products and/or services, then the successful proposer shall provide, no later than 20 days following the effective date of the insurance coverage renewal period, one or more unexpired certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the delivery and acceptance of the ordered products and/or services, then the successful proposer shall notify the COUNTY, within thirty (30) calendar days of knowing or being notified itself, of any such material modification or cancellation.

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 3b

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc., Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Kronos Incorporated 297 Billerica Road Chelmsford MA 01824 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Travelers Property Cas Co of America	25674
	INSURER B: The Travelers Indemnity Co.	25658
	INSURER C: Charter Oak Fire Ins Co	25615
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570051512310**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
C	GENERAL LIABILITY			6300299P992	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000				
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000				
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$10,000				
							PERSONAL & ADV INJURY	\$1,000,000				
							GENERAL AGGREGATE	\$2,000,000				
							PRODUCTS - COMP/OP AGG	\$2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:											
	☒ POLICY ☐ PRO-JECT ☐ LOC											
	A	AUTOMOBILE LIABILITY						BA 0292P235 MA Auto	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		☒ ANY AUTO									BODILY INJURY (Per person)	
☐ ALL OWNED AUTOS		☐ SCHEDULED AUTOS		BODILY INJURY (Per accident)								
☐ HIRED AUTOS		☐ NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident)								
A		☒ UMBRELLA LIAB	☒ OCCUR	CUP0299P992	10/01/2013	10/01/2014	EACH OCCURRENCE				\$5,000,000	
		☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE				\$5,000,000	
		☐ DED	☐ RETENTION									
B A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3C18389713 All other States UB3C18507913 California	10/01/2013 10/01/2013	10/01/2014 10/01/2014				☒ WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A	E.L. EACH ACCIDENT				\$500,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE-EA EMPLOYEE				\$500,000				
				E.L. DISEASE-POLICY LIMIT				\$500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

Kronos Incorporated 297 Billerica Road Chelmsford MA 01824 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570051512310

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 4

VENDOR'S CONTRACT DOCUMENTS

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 4a

VENDOR's Order Form

ORDER FORM DETAIL

Quote#: 433217 - 1
Expires: 31-OCT-2014
Prepared By: Herndon, David Leon

Order Type: Standard US
Date: 19-SEP-2014
Page: 1/2

Bill To: Attn:TERESA JOHNSON
BLOUNT COUNTY
385 COURT ST
MARYVILLE
TN 37804
United States
Solution ID: 6119025

Ship To: Attn:TERESA JOHNSON
BLOUNT COUNTY
385 COURT ST
MARYVILLE
TN 37804
United States
Contact: Teresa Johnson
Email: tjohnson@blounttn.org

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: DESTINATION
Ship Method:
Freight Term:

Order Notes:

Kronos agrees to complete the services described in the SSS for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, Customer's delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into the SSS. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SSS and the fixed fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced for the entire fixed fee amount as set forth in this SSS (and any Change Orders, if applicable) upon completion of the services, Kronos will invoice Customer for any remaining fees up to the fixed fee amount and Customer shall pay such fees upon the payment terms agreed upon by the parties.

The professional and educational services listed on this Order Form are further described in the Services Scope Statement executed concurrently with this Order Form.

Notwithstanding anything to contrary, the Professional Services listed herein shall be due net 30.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TIMEKEEPER V7	3000	\$77,880.00
WORKFORCE MANAGER V7	250	\$50,820.00
WORKFORCE ACCRUALS V7	3000	\$30,360.00
WORKFORCE EMPLOYEE V7	3000	\$52,800.00
WORKFORCE INTEGRATION MANAGER V7	3300	\$17,550.39
WORKFORCE MOBILE EMPLOYEE V7	100	\$352.00
WORKFORCE MOBILE MANAGER V7	50	\$1,430.00
WORKFORCE TABLET V7	25	\$1,089.00
WORKFORCE ADMINISTRATOR HR/PR V7	10	\$1,848.00
WORKFORCE HR V7	3300	\$99,099.00
WORKFORCE PAYROLL V7	3000	\$90,090.00
WORKFORCE EMPLOYEE HR/PR V7	3300	\$53,361.00
WORKFORCE MANAGER HR/PR V7	250	\$23,100.00
	Total Price	\$499,779.39

*Includes applicable software media

EQUIPMENT

Item	Quantity	Total Price
KRONOS INTOUCH 9000 H3, STANDARD, KR B/C	29	\$60,233.00
NORTH AMERICA POWER KIT FOR MOUNT OVER OUTLET, INTOUCH STD	29	\$0.00
BATTERY BACKUP, INTOUCH	29	\$5,800.00
	Total Price	\$66,033.00

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	\$109,951.38
DEPOT EXCHANGE SUPPORT SERVICE	1 YR	\$8,265.00
	Total Price	\$118,216.38

*Support values listed above are total for all applicable products in each section of this Order Form

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
PROFESSIONAL SERVICES – FIXED FEE	1	\$407,355.00	\$407,355.00
KNOWLEDGE PASS	1 Each	\$0.00	\$0.00
ED SERVICES SUBSCRIPTION	1 Contract	\$7,875.00	\$7,875.00
BILL-AS-YOU-GO INSTRUCTOR LEAD TRAINING	52825 Points	\$1.00	\$52,825.00
	Total Price		\$468,055.00

Item	Quantity	Total Price
CLOUD HOSTING WFC BASE FEE PER MONTH	12	\$12,000.00
CLOUD HOSTING WFC PER EMPLOYEE FEE PER MONTH	12	\$39,600.00
	Total Price	\$51,600.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$1,203,683.77
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$1,203,683.77

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 4b

VENDOR's Services Scope Statement



Services Scope Statement

Blount County

Workforce Central v7.0 Full Suite Fixed Fee Implementation with Cloud Hosting

Customer # 6119025

Sales Executive	David Herndon	Presales Consultant	Debbie Sherrod
Expiration Date	2014-10-30 00:00:00	Service Portfolio Consultant	Scott Kopco
Customer Name	Blount County	File Name Control ID	2014-3294
SSS Create Date	2014-01-23 15:46:00	Revision #	6
Project Type	Net New	Status	Approved

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CONFIDENTIAL - Not to be disclosed to third parties without specific written consent from Kronos.



1. PROJECT SCOPE

This Services Scope Statement (also known as the "SSS") documents the agreement between Kronos Incorporated and Blount County concerning the services to be performed by Kronos, including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

1.1. PROJECT OVERVIEW

Kronos will provide Professional Services for the implementation of Workforce TimeKeeper, Human Resources, and Payroll.

1.2. PRODUCT SUMMARY

The following products are considered in scope for the services and fees defined within this document, unless otherwise noted below. Additional products and/or licenses may incur additional fees.

Product	Implementation Type	Version	Licenses Owned	Licenses Hosted
Workforce Timekeeper	New	7.0	3000	3000
Workforce Employee	New	7.0	3000	3000
Workforce Manager	New	7.0	250	250
Workforce Integration Manager	New	7.0	3300	3300
Workforce Accruals	New	7.0	3000	3000
Workforce HR	New	7.0	3300	3300
Workforce Payroll	New	7.0	3000	3000
Workforce Administrator HR/PR	New	7.0	10	10
Workforce Employee HR/PR	New	7.0	3300	3300
Workforce Manager HR/PR	New	7.0	250	250
Workforce Mobile Manager	New	7.0	50	50
Workforce Mobile Employee	New	7.0	100	100
Workforce Tablet	New	7.0	25	25



1.3. PROJECT DURATION

Depending upon Blount County resource availability and project task capability, the duration of the project may need to be extended. This will increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

Duration of Project	24-40 weeks
---------------------	-------------

2. PROJECT GUIDELINES

2.1. CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and Blount County will review and adjust the scope and budget of services through standard Kronos change control procedures. For change order policy, see Appendix A to this Services Scope Statement, Section 1.1 Professional Services.

2.2. CUSTOMER APPROVAL OF SERVICE DELIVERABLES

As part of the project, service deliverables may be provided to Blount County for approval and/or acceptance. Delays in customer approval/acceptance of deliverables will result in an extension of the project timeline and may result in additional services being required. To avoid project delays and increased costs, Blount County should expect to approve/accept deliverables or provide written notification of errors to Kronos within five (5) business days after receipt of the deliverable. Following the receipt of a revised deliverable, Blount County will then have an additional five (5) business days to report that all errors have been resolved and provide deliverable acceptance.

2.3. ENGAGEMENT RECOMMENDATIONS

Blount County is responsible for developing their workforce management policies and for documenting and disseminating business procedures and policy changes to support the Kronos system prior to Kronos implementing the policies. The Blount County Project Team will attend appropriate Kronos training prior to and while participating in the implementation. Blount County understands that Kronos recommends setup of both a DEVELOPMENT and PRODUCTION environment.

Commitment from Blount County upper management is crucial to the success of the project. Kronos assumes Blount County will assign a Project Executive Sponsor. The Executive Sponsor is responsible for implementing the necessary change management for Blount



County to embrace using an automated Workforce Management system and for ensuring the Project Team is appropriately staffed, made available and is executing their tasks according to the Project Plan.

2.4. FIXED FEE GUIDELINES

For the services set forth in this Services Scope Statement (and on the corresponding Order Form for such services), Kronos agrees to complete the services described herein for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, Blount County's delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into this SSS. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SSS and the fixed fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced for the entire fixed fee amount as set forth in this SSS (and any Change Orders, if applicable) upon completion of the services, Kronos will invoice Blount County for any remaining fees up to the fixed fee amount and Blount County shall pay such fees upon the payment terms agreed upon by the parties.

2.5. TRAVEL EXPENSES

Billable travel expenses will be charged pursuant to the terms and conditions of the Kronos Sales, Software License and Services Agreement. Resources may be used for the project that require the payment of airfare, lodging and other related travel expenses. For additional information, see the Engagement Guidelines link in the Appendixes section of this document.

Travel expenses shall not exceed the U.S. General Services Administration's then-current per diem rates for Blount County, and, in total shall not exceed \$1,500 per trip. For budgetary purposes, it is anticipated that Kronos will provide 16 onsite trips for an individual resource for up to 5 consecutive business days per trip for a total expense amount of \$24,000.



3. PROJECT MANAGEMENT

3.1. PROJECT PLANNING AND MANAGEMENT

Kronos will deliver a customer implementation guide, a project workbook or checklist and facilitate periodic status meetings.

Project Management Description
Blend of Remote and On-site Project Management

4. IMPLEMENTATION METHODOLOGY PHASES

4.1. SOLUTION ASSESSMENT AND DESIGN

During this phase of the project, Kronos assists Blount County with ensuring all applicable requirements and Solution Design documents for the implementation of the product(s) are understood and completed. Kronos agrees to furnish, as part of its project support team staff, project team members with actual solution assessment, design and implementation experience in the areas of County or Municipal law enforcement, and Public Education K-12.

Customer's Commitment

Prior to this phase of the project, Blount County shall arrange for acquisition and setup of necessary system hardware and establish Internet connectivity at the server(s). Blount County shall also arrange for installation and network testing of the Timekeeper terminals, if purchased. In addition to completing the requisite Kronos training, the Blount County Project Manager shall ensure that all internal resources are coordinated and scheduled to participate in each assessment per their domain expertise or role as a decision maker. Also during this phase, the Blount County Project Manager shall begin to develop testing and education plans.

4.2. SOLUTION BUILD

During this phase of the project Kronos installs and builds the solution per the Solution Design documents. In addition, Kronos will perform basic unit testing to validate the build against the Solution Design document.

Customer's Commitment

During this phase of the project Blount County will provide access and security to the applicable network and servers and dedicate or make available, appropriate resources with the necessary domain experience. This includes IT resources to participate in terminal



configuration and testing, and configure system backups. It may be necessary for the Blount County Project Manager to provide communication and access to a Third Party Software vendor during the build and testing of integration components or custom attributes.

4.3. SOLUTION TESTING AND DEPLOYMENT

During this phase of the project Kronos supports the Blount County project team with testing to the Product Design document, resolving all critical open issues as well as deployment planning and support.

Customer's Commitment

During this phase of the project Blount County will finalize the test plan to support unit, integration and operational testing; complete test case scenarios in the Solution Validation Workbook; dedicate or make available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities participate in the test cycle. Blount County will also coordinate testing with other vendors, and if applicable, test and validate the data transfer from Kronos to other vendors. Blount County testing team will utilize the Solution Validation Workbook for unit and parallel testing and maintain the workbook as needed until testing is complete. Blount County will also write operational procedures and train user as needed for a successful deployment.

4.4. DATA CONVERSION

Data Conversion is primarily a Customer responsibility involving 4 steps. Most Customers assign teams to convert data for the new system. Very often, conversion teams find their existing data contains a significant amount of invalid, incomplete, or contradictory data, and of course you'll want your new system loaded with complete and accurate data. The data reconciliation process is best handled by HR and Payroll specialists familiar with the data, rather than IT professionals employing data-conversion routines. Carefully plan your teams effort for this task as the process can be very time consuming and potentially costly. Data conversion can increase the project budget when Kronos must repeat the import processes due to data errors. Also, Kronos strongly encourages a 2-day turnaround to correct data errors uncovered during the import process in order to keep the overall project on schedule.

The Data Conversion steps are:

1. The Customer project team extracts and "cleans" current data* from existing HR databases.

*** Current data is defined as active employees, retired employees (covered by insurance,) and employees that were terminated in the calendar year in which the customer is going live.**

2. With Kronos guidance, Customer populates Kronos-provided Launch tool spreadsheets with their clean data. The current data that will be imported to the database as part of this estimate is:



Workforce HR	Workforce Payroll (if applicable)
Organization information	Employee setup
Pay Grade code information	Employee federal tax
Job code information	Employee state tax
Position code information	Employee local tax
Employee information	Employee compensation
Employment status information	Employee deductions
Pay status information	
Benefit Enrollment - Benefit Enrollments will be launched if Benefit Configuration is part of the Statement of Work.	

3. Kronos will use the Launch tool to import the data into the Workforce HRMS database.
4. The Customer will verify** the data integrity of the imported data.

*** Example: Customer verifies the accumulators for all current and terminated employees in current calendar year in which client will go live on payroll in order to produce one W-2 at the end of the calendar year. The accumulator conversion will represent one check, per employee, with the total accumulator amount per employee (instead of individual check detail per employee).*

4.5. HISTORICAL DATA

This estimate does not include conversion of historical data from HR or Payroll (if applicable). Due to the complexity of historical data (position, pay status, and pay grade) and the effort required to “map” it to the Workforce database, implementation time and effort will vary. If conversion of such historical data should be desired by the Blount County, then a separate detailed analysis would be required to estimate time requirements for both the Kronos and Blount County’s project teams, which would take into consideration the amount of data to be converted, and the reliability of its source. Historical Time and Attendance data will not be loaded into Workforce Timekeeper.



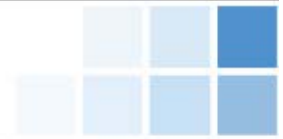
5. PROJECT SCOPE DETAIL

5.1. APPLICATION BUILDING BLOCKS

General Information	
Number of Employees in Project Scope	3000
Number of Sites (facilities, locations etc.)	1
Decentralized	No
Unions	1
Number of Managers that will be supported	250
Workforce Central Technology Factors	
Total number of environments	2
The database platform will be	SQL Server
Workforce Central Technology Services Scope	
• Technical Preparation for Deployment and Support • 1 Application Install (2 environments on SQL Server) • 1 Active Directory Synchronization	
Workforce Timekeeper	
This product will be implemented in phase	1
Number of Employees within Scope	3000
Number of Assessment Groups	1
Number of Deployment Groups	4
Workforce Timekeeper Professional Services Scope	
• Lead Application Configuration Assessment • 1 Standard Configuration: 7 labor levels: 1 pay policy groups: 5 schedule groups and shift templates: 10 holidays: 5 comments: 3 function access profiles • 1 Genie Setup • 10 Basic Accrual rules • 125 Pay rules/work rules • 4 Navigator Personas • 2 Alerts • 1 Delegate Authority	



• 1 Time Off Requests • 1 Alerts Package • 4 Workforce Worksheet: # of workstations • Standard Testing Guidance • Deployment Planning and Go-Live Support	
Workforce Integration Manager	
This product will be implemented in phase	1
Number of Employees within Scope	3300
Integrations In Scope	
• 1 Standard Timekeeper Integration Delivered in Flat File Format: Person Import: Payroll Export: Accruals Import • 1 Workforce Absence Manager: Calculated Accruals: Balance Data Import • 4 Workforce HR: Benefit Enrollment Data Export • Payroll Export to GL • Payroll Export to AP	
Workforce Accruals	
This product will be implemented in phase	1
Number of Employees within Scope	3000
Workforce Absence Manager or Accruals, Attendance, Leave Professional Services Scope	
• Lead Application Configuration Assessment • 12 Calculated Accrual Policies • Standard Testing Guidance • Deployment Planning and Go-Live Support	
Workforce HR	
This product will be implemented in phase	1
Number of Employees within Scope	3300
Number of Assessment Groups	1
Number of Deployment Groups	1
Workforce HR Professional Services Scope	
• 1 Application Install - HR • 1 Application Install - User Access from Public Internet • Lead Application Configuration Assessment • 1 Standard Configuration: 1 centralized org; 3 navigators; data conversion for 1 demographic production database launch; no test; with current	



employees (active and terminated in current year (1 record per person for positions, pay, employment))

- 1 Open Enrollment: 1 Standard open enrollment cycle
- 1 Applicant Tracking Feature
- 1 Applicant Tracking – WWW
- 1 Health and Safety Feature – OSHA reporting
- 1 Life Events Feature
- 1 Compensation Management Feature – 1 comp management cycle
- Process Manager Template- Update Skills & Certifications
- 20 Benefit Plans: # of Benefit Plan Variations
- 1 Org Profiles for the configuration of standard Employee/Manager Self-Service
- 1 Performance Management - Cycles
- 2 Performance Management - Forms
- Standard Testing Guidance
- Deployment Planning and Go-Live Support

Workforce Payroll

This product will be implemented in phase	1
Number of Employees within Scope	3000
Number of Assessment Groups	1
Number of Deployment Groups	1

Workforce Payroll Professional Services Scope

- Lead Application Configuration Assessment
- 1 Standard Configuration: 1 organization structure: 3 Navigators: 1 FEIN: 10 Garnishment Deduction Codes: 1 ACH file output: 1 Data Conversion
- 1 Employee Record Data Synchronization
- 1 Accumulator
- 3 Total # FEIN's
- Standard Testing Guidance
- Deployment Planning and Go-Live Support

Data Collection

This product will be implemented in phase	1
Number of Employees within Scope	3000

Data Collection Professional Services Scope

- 1 Standard Terminal Configuration



• 1 InTouch Terminal Configuration • 1 Data Collection: Workforce Employee	
Workforce Mobile	
This product will be implemented in phase	1
Number of Employees within Scope	100
Workforce Mobile Professional Services Scope	
• 1 Install Workforce Mobile • 1 Standard Configuration of Workforce Mobile	
Workforce Tablet	
This product will be implemented in phase	1
Number of Employees within Scope	25
Workforce Tablet Professional Services Scope	
• Standard Configuration of Workforce Tablet • Install Workforce Tablet	
Additional Professional Services Scope	
• FT-PT Analysis Report includes the remote installation of the report on up to 2 application servers per environment as well as installation mentorship. Kronos will create one combined pay code to facilitate the worked hours calculation. The report will be added to one report data access profile.	



6. EDUCATIONAL SERVICES

6.1. INTRODUCTION

As part of your overall solution, Kronos Educational Services are included to help secure maximum user adoption. Kronos Educational Services has included an education strategy to train the implementation, functional and technical project team members and end users. The curriculum is structured by employee job role to ensure that each member of your team who interacts with the application has a clear learning path designed to develop knowledge in a logical sequence.

6.2. EDUCATIONAL SERVICES IN SCOPE

Educational Service	Description
Project Team Training	Includes product classes designed for key project team member based on individual job roles. All course delivery is purchased via training points to allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for onsite training. Online course descriptions include the training point value. Each course has a point value that equals the price of the class. Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for each private event is based on a daily rate for the number of planned attendees. If additional students attend training, additional fees may be incurred. The total training points and associated cost will be reflected on your Sales Agreement.
KnowledgePass™ Subscription	KnowledgePass™ is an online educational portal that provides 24/7 anytime-anywhere access to in-depth training content to help your employees maximize productivity and achieve their goals from implementation to optimization. Gain instant access to helpful tutorials, job aids, in-depth, hands on tools, webinars, and educational documents to help your team succeed.
Kronos KnowledgePass™ Mentoring - Tier 2	KnowledgePass™ provides tools that allow customers to build learning paths consisting of KnowledgePass™ content and assign those learning paths to their users. The KnowledgePass™ Mentoring – Tier 2 offering assists customers in setting up and assigning five user roles. The offering is delivered by a KnowledgePass™ Mentor and includes a remote interactive workshop.
WTK 7.0 Train-the-Trainer	The Train-the-Trainer program is designed to help you successfully deliver Kronos Workforce Timekeeper software training to manager end users in your organization. Components of this offering include guidance on developing your Kronos training program, participation for one student in the public half-day WTK 7.0 Managing Timecards and Schedules class and a private half-day one-to-one consulting session with a Kronos Certified Instructor. Participant is provided access to adaptable course



Educational Service	Description
	content that covers common WTK tasks for managers. A KnowledgePass™ subscription is required to access courseware materials.

6.3. PROJECT TEAM TRAINING

Course Name	# of Seats/Qty	Unit of Measure	Points	Total Points
WFC 7.0 Administering Navigators	3	Seat	600	1800
WFC 7.0 Administering the Application	3	Seat	1200	3600
WFC 7.0 Architecture & Technology	2	Seat	1300	2600
WFC 7.0 Configuring Navigators	1	Unlimited	0	0
WTK 7.0 Configuring & Managing Pay Rules	4	Seat	2400	9600
WTK 7.0 Managing Timecards & Preparing for Payroll	3	Seat	1000	3000
WAM 7.0 Config & Managing Accruals	2	Seat	1200	2400
WTK 7.0 Project Team Fundamentals with Calculated Accrual	3	Seat	500	1500
Intro to Crystal Report Writing for HR/PR 7.0	2	Seat	1300	2600
WF HR 7.0 Administering Performance Management	1	Unlimited	0	0
WF HR 7.0 Administering the Application	3	Seat	1200	3600
WF HR 7.0 Configuring Benefit Plans	3	Seat	1200	3600
WF HR 7.0 Managing Employee Data	3	Seat	500	1500
WF HR 7.0 Managing Self Service	1	Unlimited	0	0
WF HR 7.0 Processing Applicants	1	Unlimited	0	0
WF HR 7.0 Project Team Fundamentals	3	Seat	500	1500
WF HR/PR 7.0 Performing Core Tasks	3	Seat	275	825
WF PR 7.0 Administering Payroll	3	Seat	600	1800
WF PR 7.0 Processing Payroll	3	Seat	1000	3000
KnowledgePass Mentoring - Tier 2	1	PTS	2400	2400



6.4. END USER TRAINING

Service Name	Quantity	Unit of Measure
InTouch Terminal Entering Time Employee Training Kit	1	Unlimited
WFC 7.0 Employee User Adoption Kit	1	Unlimited
WFC 7.0 Timestamp & Timecard Entering Time Employee Training Kit	1	Unlimited
WTK 7.0 Train-the-Trainer Private 0-5000, Up to 5 participants	1	Program
WF HR 7.0 Performance Management Employee Training Kit	1	Unlimited
WF HR 7.0 Self-Service Employee Training Kit	1	Unlimited
WF HR 7.0 Train-the-Trainer Private 0-5000, Up to 5 participants	1	Program
WF Mobile 3.0 Employee Training Kit	1	Unlimited



7. CLOUD SERVICES

Blount County has selected the Cloud Services identified in this section.

Cloud Customer Contact Information

Contact Name	Teresa Johnson
Contact Phone Number	
Contact E-Mail	tjohnson@blounttn.org

7.1. CLOUD HOSTING SERVICES

<i>Datacenter</i>	KPC
<i>Hosted Environments:</i> Standard Production and Development (non-Production) environment	Included
<i>Additional Environments Included</i>	None
<i>Application Connectivity Mode:</i> SSL Firewall / Secure Open Internet Customer portal is provided and supported by Kronos facilitating secure authenticated access to customer applications. Portal access authorization is governed by customer requirements and is implemented by Kronos. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer Internet connection or ISP relationships.	Included
<i>Terminal Connectivity:</i> Device Initiated / Secure Open Internet In this mode of communication, the Timekeeper Terminal initiates all communications with the Device Manager Server at the Hosting Center. All terminals shipped after February 2008 with Firmware Version 3.0 or later will use this method of communication. This includes 4500 terminal part #'s 8603000-500 through 8603000-899 and all InTouch models. For this method, it is required that the customer open port 443 OUTBOUND.	Included
<i>Backup Services:</i> Customer data is backed up daily. Daily backups are incremental, with one (1) full backup (includes configurations and history) performed every 7 days. All database backups are replicated via encrypted SSL sessions to an offsite Kronos managed hosted environment for storage. Backups are retained for the prior 28 days.	Included
<i>Restore Services:</i> Restoration of Customer's Production database to one non-Production environment shall be performed upon Customer request up to one time per week at no charge. More frequent restores or restores to additional	Included



non-Production environments shall require a time and materials fee.	
<i>Citrix Licenses:</i> Named User licenses provided for accessing WIM Interface Designer and Custom Reports Designer.	2 Included
<i>SFTP Accounts</i>	2 Included
<i>Operating System and Database Management:</i> Execution of maintenance scripts, such as updating statistics, free space, indexes and database checks is included. Kronos shall apply all critical security patches, service packs and hot-fixes necessary to maintain the uptime and performance of the servers and applications throughout the life of the hosted solution	Included
<i>Server Maintenance:</i> Repair and replacement of defective or failed hardware and the installation of hardware upgrades.	Included
<i>Kronos Application Upgrade Services:</i> Services to apply Kronos application technical version upgrades, updates, Service Packs, and legislative updates (if applicable).	Included
<i>Languages</i> Note that multi-language support may require additional infrastructure and fees.	English Only

7.2. CLOUD HOSTED TECHNICAL UPGRADE

Blount County understands and agrees that they must remain current on Software Support Maintenance for the term of their Hosting Service to allow for Upgrade Services to be delivered. Blount County further understands that maintenance fees are not included in hosting Service Fees. The Cloud Hosting Service includes services for Kronos to execute tasks to successfully apply upgrades and updates to Blount County's Kronos applications in one (1) Development (non-Prod) and one (1) Production environment. Updates will be applied to existing non-Prod and Prod environments. Services are limited to those tasks which apply Kronos software updates to the applications and to Blount County's standard Workforce Integration Manager interfaces. Blount County agrees to receive updates automatically as part of the Service. Kronos will work with customer to define a schedule for updates based on Kronos preference or Blount County request.

The table below reflects the upgrade tasks.

Project Management	Not Included
Planning Phase	
Define the project scope	Included
Technical readiness & architecture review - Hosted Environment	Included
Assessment Phase	
Interface upgrade assessment	Included



Assessment of Customs and Custom Reports	Not Included
Solution Upgrade / Build Phase	
One (1) restore of Production database to Development environment Additional restores, if requested, shall incur a Time and materials fee.	Included
Upgrade one (1) existing Development (non-Production) and one (1) Production environments to new version	Included
Convert Workforce Integration Manager (WIM) interfaces to new version in one (1) Development and one (1) Production environment. Note that reconfiguration and reprogramming of interfaces is not included. Non-WIM interfaces are not in scope.	Included
Upgrade non_WIM interfaces in Development and Production environments	Not Included
Upgrade of customs and custom reports	Not Included
Configuration of new features or functionality	Not Included
Test & Certify Phase	
System test upgraded environment	Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not included
Sign-off on Upgraded Development and Production Environments	Customer

Note that new feature configuration, Project Management services, Educational Services and Training are not included as part of Upgrade Services, but may be purchased independently, is desired.



8. PROJECT COSTS AND RATE SCHEDULES

8.1. EDUCATIONAL SERVICES

Product Name	Part Number	Quantity	Unit of Measure	Rate	Total
KnowledgePass™	8602748-001	1	EA	\$7,875.00	\$7,875.00
Bill-As-You-Go Instructor Lead Training	BAYG-ILT	45325	PTS	\$1.00	\$45,325.00
WTK 7.0 TTT Private 0-5000 (5 partpts)	BAYG-ILT	2500	PTS	\$1.00	\$2,500.00
WF HR 7.0 TTT Private 0-5000 (5 partpts)	BAYG-ILT	5000	PTS	\$1.00	\$5,000.00
Total Estimated Educational Services					\$60,700.00

8.2 CLOUD HOSTING MONTHLY SERVICE FEES

Cloud Hosting Monthly Fees	Part Number	Unit	Initial Term	Amount
CLOUD HOSTING WFC BASE FEE PER MONTH	HOSTING-100	Month	12	\$1,000.00
CLOUD HOSTING WFC PER EMPLOYEE FEE PER MONTH	HOSTING-101	Month	12	\$3,300.00
Total Cloud Monthly Service Fees:				\$4,300.00

8.3. SOLUTION SUMMARY

Service Type	Cost
Professional Services (Fixed Fee)	\$407,355.00
Educational Services	\$60,700.00
Cloud Services Monthly Fees (12 Month Total)	\$51,600.00
Total Investment	\$517,655.00



APPENDIX A

1.1. PROFESSIONAL AND EDUCATIONAL SERVICES ENGAGEMENT GUIDELINES

The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

1. Kronos will provide the Customer with a Services Scope Statement (also known as the “Statement of Work” or SOW) that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by the Customer. This Services Scope Statement is an estimate; the Assess Phase of the engagement will be used to determine whether modifications to the project scope or project budget are required.
2. The Services Scope Statement is valid for one year from the date of signature.
3. Any changes to the project scope and/or project duration will be reflected through the generation of a Kronos Change Order, which is initiated by the Kronos Project Manager and approved and signed by the Customer.
 - a. These changes could be due to an increase or change in project scope or deliverables, insufficient customer resources or time commitment, changes to customer project schedule, or technical limitations.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Services Scope Statement. In instances where specialized resources are requested, but not contained within the original Services Scope Statement, the quoted rate will be established as Kronos’ current rate for such requested services.
5. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
6. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (VPN, DTS, GoToMyPC, PCAnywhere, etc.).
7. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services
8. If not hosted by Kronos Cloud Services, all required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer
9. Customer Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information.
10. Scheduled Work Policies:
 - a. Professional Services
 - i. Professional Services work will be conducted during normal business hours, 8:00AM – 5:00PM, Monday through Friday.
 - ii. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed after hours, on holidays, or on weekends, an approved



Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:

1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.

- a. After Hours

- i. All scheduled work will be billed at 1.5 times the contract rate by role
 - ii. After Hours is considered 5:00PM-8:00AM, Monday through Friday

- b. Weekends

- i. All scheduled work will be billed at 2.0 times the contract rate by role
 - ii. Weekends are considered 5:00PM Friday through 8:00AM Monday

- c. Holiday

- i. All scheduled work will be billed at 2.0 times the contract rate by role
 - ii. Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

- b. Education Services

- i. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:

1. After Hours

- a. There will be a 1.5 times premium per student for public courses or per class for private day rates
 - b. After Hours is considered 5:00PM-8:00AM, Monday through Friday

2. Weekends

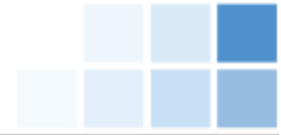
- a. There will be a 2.0 times premium per student for public courses or per class for private day rates
 - b. Weekends are considered 5:00PM Friday through 8:00AM Monday

3. Holidays

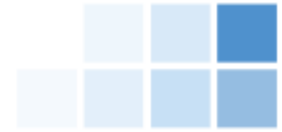
- a. There will be a 2.0 times premium per student for public courses or per class for private day rates
 - b. Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

11. Travel Policies

- a. Customer is responsible for airfare, lodging and related travel expenses for onsite consultants.
 - b. Customer is responsible for travel costs for employees attending training at a Kronos location.
 - c. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.
 - d. If a Kronos employee is required on-site per the customer request, a minimum of 8 hours will be billed per day.



12. Cancellation Policies: Kronos requires notification for the cancellation or rescheduling of Kronos personnel as well as the cancellation of Instructor led classes. Customer will be charged for failure to meet the following notification requirements:
- a. Professional Services:
 - i. 2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
 - ii. 1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
 - iii. Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays
 - b. Education Services:
 - i. For any PUBLIC course held in the traditional classroom or in the virtual classroom, attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 - ii. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 - c. Cancellation Policy Example:
 - i. Work is schedule for Wednesday, 1p-5p (4 hours)
 - ii. If customer cancels on:
 - 1. Friday – no penalty
 - 2. Monday – 50% of planned charges are invoiced (2 hours)
 - 3. Tuesday – 100% of planned charged are invoiced (4 hours)
 - d. Cancellation Policy Example with a Holiday:
 - i. Work is schedule for Wednesday, 1p-5p (4 hours)
 - ii. If customer cancels on:
 - 1. Thursday – no penalty
 - 2. Friday – 50% of planned charges are invoiced (2 hours)
 - 3. Monday – holiday, doesn't count as "business day"
 - 4. Tuesday – 100% of planned charged are invoiced (4 hours)
13. Additional Education Services Policies
- a. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.



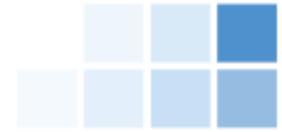
1.2. ADDITIONAL EXHIBITS

IMPLEMENTATION PROFESSIONAL SERVICES DELIVERABLES

Each project phase is marked by completion of one or more deliverables. These are the output of the activities and tasks assigned during that phase. The following tables list the general deliverables associated with the phases of the Kronos implementation. The responsibility of each deliverable will be determined based on the professional services and level of project management your organization has contracted with Kronos.

PLAN PHASE DELIVERABLES

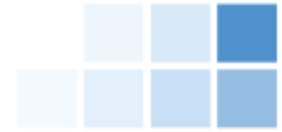
Deliverable	Description	Comments
Project Initiation Package	Key customer and project information gathered throughout the sales cycle including the final statement of work agreed upon by Kronos and the customer.	This is an internal deliverable – used to ensure an understanding of the solution purchased, project background and expectations set prior to the commencement of the implementation lifecycle.
Assessment Readiness Checklists - General - Technical	A checklist to be provided to the Customer following the assessment readiness meeting, listing items required for the Assess Phase of the implementation from product and technical perspectives.	
Pre-Assessment Learning	Delivered through various educational courses; customer project team members will receive worksheets to use to gather key data in preparation for the Assess phase and participant workbooks that can be used as reference materials throughout the implementation lifecycle.	This information ensures the customer project team members have timely information to enable them to effectively collaborate with the Kronos implementation team.
Baseline Project Plan	Based on discover to date, a baseline project plan, including a project workbook, schedule, change management, communications, change control, resource and risk plans.	Actual level of plan details are based on the level of project management services contracted with Kronos.



ASSESS PHASE DELIVERABLES

Deliverable	Description	Comments
Solution Design - Architecture Design - Product Design - Interface Design - Custom Design	The information contained within this document will detail the configuration that is to be implemented and is based on information gathered during design discussions/workshops.	The major goal is to design and document a solution that solves critical customer business issues, and is able to be understood and approved by the collective Project Team (both Customer and Kronos representatives) prior to the Solution Build Phase.
Testing Strategy - Testing Strategy - Test Cases/ Testing Workbook	Provides the testing strategy for each product agreed with the customer and is supported by a workbook that captures the specific test cases that will be used in testing the configuration of the solution.	Kronos and the customer will work together to determine the appropriate approach and level of testing. Kronos will look to the customer to provide specific test case scenarios to be used throughout the testing cycles.
End User Education Recommendations	Captures the educational needs of the customer and presents recommendations to address the customer needs and requirements.	
Education Strategy	Provided to capture the final approach and activities to be deployed throughout the implementation lifecycle.	
Updated Project Plan	Updates to the baseline project plan, including; project workbook, schedule, change management, communications, change control, resource and risk plans.	Actual level of plan details are based on the level of project management services contracted with Kronos.
Phase Review Report	A report provided at the conclusion of the phase, capturing work results, customer feedback, lessons learned and next steps.	Phase Review reports are provided with Project Management and Program Management service levels.

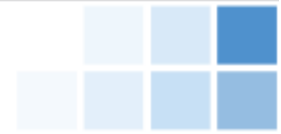
SOLUTION BUILD PHASE DELIVERABLES



Deliverable	Description	Comments
Installation Report	A report providing key details of the Kronos applications installed in the customer environment.	
Configured Solution - Product Configuration - Interface Development - Custom Development	The application configured based on the based on the solution requirements as per the agreed Solution Design documentation.	
Solution Validation Workbook	Provides documented results of the unit testing completed prior to delivery to the customer.	These deliverables are used to ensure the highest quality product is being delivered.
Testing Criteria Document	Supporting document to capture the specific testing criteria. This document complements the Solution Validation Workbook.	Population of this document is the responsibility of the customer.
Participant Workbooks from Training for Testing Team	Supporting materials provided as part of the training delivered to the testing team.	These materials can be used as references as the team completes their testing responsibilities.
Updated Project Plan	Updates to the project plan, including; project workbook, schedule, change management, communications, change control, resource and risk plans.	Actual level of plan details are based on the level of project management services contracted with Kronos.
Phase Review Report	A report provided at the conclusion of the phase, capturing work results, customer feedback, lessons learned and next steps.	Phase Review reports are provided with Project Management and Program Management service levels.

TEST AND CERTIFY PHASE DELIVERABLES

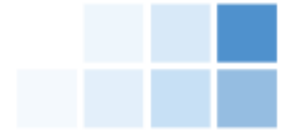
Deliverable	Description	Comments
Product Unit Test Results	Testing results and actions for resolution	This is a customer responsibility. Results



Deliverable	Description	Comments
	based on product unit testing activities defined in the testing strategy.	can be captured in the Solution Validation Workbook.
Integration Test Results	Testing results and actions for resolution based on integration testing activities defined in the testing strategy.	This is a customer responsibility. Results can be captured in the Solution Validation Workbook.
Operational Test Results	Testing results and actions for resolution based on operational testing activities defined in the testing strategy.	This is a customer responsibility. Results can be captured in the Solution Validation Workbook.
Validated Education Strategy - Updated Education Strategy - End User Education Materials	An updated Education Strategy document following further customer knowledge gained through testing.	
Technical Review Report	A report providing details of the results of the technical review – used to ensure the test environment is ready to move into a production environment.	
Updated Project Plan	Updates to the project plan, including; project workbook, schedule, change management, communications, change control, resource and risk plans.	Actual level of plan details are based on the level of project management services contracted with Kronos.
Phase Review Report	A report provided at the conclusion of the phase, capturing work results, customer feedback, lessons learned and next steps.	Phase Review reports are provided with Project Management and Program Management service levels.

DEPLOY AND SUPPORT PHASE DELIVERABLES

Deliverable	Description	Comments
Deployment Readiness Checklist	A checklist provided to ensure key customer activities have been completed prior to moving into the deployment activities.	This is part of the Solution Validation Workbook
Deployment Validation Summary	Provides the results of the deployment validation efforts and is used to finalize decisions to move from a test environment	This is part of the Solution Validation Workbook



Deliverable	Description	Comments
	to a production environment.	
Production Solution	Moving the Kronos solution in a production environment.	
Updated Project Plan	Updates to the project plan, including; project workbook, schedule, change management, communications, change control, resource and risk plans.	Actual level of plan details are based on the level of project management services contracted with Kronos.
Phase Review / Project Close Report	A report provided at the conclusion of the phase and project, capturing work results, customer feedback, lessons learned and final transition to Global Support steps.	Phase Review / Project Close reports are provided with Project Management and Program Management service levels.

PROFESSIONAL SERVICES INVOICING SCHEDULE

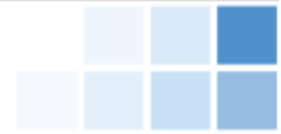
Professional Services are fixed and invoiced on a milestone basis.

Services will be invoiced, following mandatory customer sign-off, based upon the following schedule:

Workforce HR	
Plan Phase Sign-off	\$26,235.40
Assess Phase Sign-off	\$26,235.40
Solution Build Sign-off	\$26,235.40
Test and Certify Sign-off	\$26,235.40
Deploy and Support Sign-off	\$26,235.40

Workforce Timekeeper	
Plan Phase Sign-off	\$26,235.40
Assess Phase Sign-off	\$26,235.40
Solution Build Sign-off	\$26,235.40
Test and Certify Sign-off	\$26,235.40
Deploy and Support Sign-off - Group 1	\$6,558.85
Deploy and Support Sign-off - Group 2	\$6,558.85
Deploy and Support Sign-off - Group 3	\$6,558.85
Deploy and Support Sign-off - Group 4	\$6,558.85

Workforce Payroll	
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Plan Phase Sign-off	\$26,235.40
Assess Phase Sign-off	\$26,235.40
Solution Build Sign-off	\$26,235.40
Test and Certify Sign-off	\$26,235.40
Deploy and Support Sign-off	\$26,235.40

Open Enrollment	
Open Enrollment Sign-off	\$13,824.00

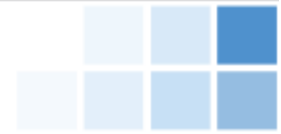
TOTAL	\$407,355.00
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SERVICE DELIVERABLE ACCEPTANCE PROCESS

At specified milestones throughout the project, we will deliver completed project service deliverables for review and approval. Service deliverables shall be accepted or rejected within 5 consecutive business days from the time of submittal for acceptance. Service deliverables shall be deemed accepted in the absence of review or response of acceptance within this specified time. The use or partial use of any service deliverable other than for testing purposes constitutes acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope and shall follow the Change Management Process outlined in this SOW.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service deliverables**
The Kronos Project Manager, or his designee, will prepare a Service Deliverable Acceptance Form (see Exhibit section) and forward with the respective service deliverable to the Customer Project Manager, or Customer designee, for consideration.
- **Assessment of Service Deliverables**
No Assessment will be performed as part of this SOW.
- **Acceptance / Rejection**
After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the Kronos team. If feedback from multiple Customer representatives is received, then the Customer Project Manager, or Customer designee, will consolidate that feedback before delivering it to the Kronos team.
- **Correction of Service Deliverables**
Kronos will correct in-scope problems found with the service deliverable and will address the correction of out-of-scope changes according to the Change Management Process. Kronos will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance



Form. Once Kronos corrects all previously identified in-scope problems, the service deliverable will be deemed accepted.

- Monitoring and Reporting

The Kronos project team will track service deliverable acceptance. Updates on service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee.

PROJECT COMPLETION

The project will be considered complete, when any of the following are met:

1. all of the service deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted, including approved Change Request Forms;
2. the fee provisions of the Work Order have been met; or
3. this agreement is terminated pursuant to the provisions of the agreement.

DELIVERABLE ACCEPTANCE FORM

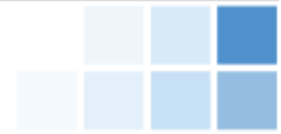
Submitted to	Submitted by	Submission date	Acceptance deadline

Note: The deliverable on this form must be reviewed by the client within thirty (or fewer) business days of its submission by the project team, and either accepted or rejected by the client. If the deliverable is not accepted or rejected within thirty business days of submission, the project team will consider the deliverable to be accepted by the client.

DELIVERABLE SUBMISSION

Name	
Reference # (WBS #)	
Description	
Acceptance criteria	
Test results (only if applicable)	
Comments	

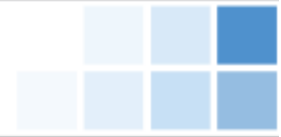
DELIVERABLE ACCEPTANCE



Deliverable Acceptance	() Accept Deliverable () Reject Deliverable with Reason
Date reviewed	
Name of acceptor	
Acceptor signature	

1.3. HOSTING GUIDELINES AND ASSUMPTIONS

- Estimated availability of Production server hardware is approximately 45 to 60 days after contract signature.
- Customer must remain current on Software and Terminal maintenance for the volume of licenses and/or terminals included within the scope of this Service
- One (1) VPN connection shall be made available at no charge, should VPN connectivity be required for any reason. Additional VPN connections are available, if requested, and shall incur additional fees. No more than 3 VPN connections to the Kronos Private Cloud are permitted.
- Should VPN connectivity be required, the Customer shall supply their own VPN hardware capable of establishing an IPSEC tunnel to the Hosting site over the open Internet. Kronos will work with customer Network Engineers to bring up the VPN connection. The customer is responsible for the management of the VPN device on their side, their local Internet connection, as well as the configuration of the tunnel. It is the customer's responsibility to report tunnel connectivity issues, should they occur. Customer understands that they must have the resource knowledge to install and support the customer side of a VPN tunnel.
- In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network.
- Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments.
- Custom Reports for Workforce Central are created using Microsoft Visual Studio. A basic version of Visual Studio is included with your installation and will be made available to the customer in their Development environment.
- Customer reports for Workforce HR and Payroll are created with Crystal Reports designer. Should customer require that Crystal be installed in their Development environment additional fees shall apply.
- Transparent Data Encryption is not supported.
- Modem clocks are not supported.
- Retention policies must be configured in the application(s). Setting retention policies will ensure that unnecessary system data (i.e. temp files, deleted records, empty rows, etc) is routinely purged from the system and will help in managing database growth.
- Pricing set forth in this document includes sizing considerations based on a 3 year growth projection of the Production database environment. After 3 years an archiving strategy may be reviewed with the Customer.
- *Workforce Record Manager* (if included) – Hosting of Workforce Record Manager requires that an archiving server is included in Customer's solution. When Workforce Record Manager is hosted it may only be used for archiving purposes. Setup Data Manager only supports import and export of configuration via XML files between production environment and development environment, a direct connection between environments is not supported. Customer should open a ticket with Kronos Global Support to request



- migrations when necessary. Customer is allowed one ticket per month at no charge to request migration of changes. Additional requests for configuration and/or interface migrations between customer environments shall incur a time and materials fee.
- *Workforce Analytics* (if included) – Customer environment shall be designed to support up to 20% of the total licensed users concurrently. Additional concurrent users may require additional infrastructure and associated fees to support.
 - The Cloud environment(s) will be sized based upon Kronos Best Practices and the scope of the project, as defined in the Professional Services Statement of Work or Services Scope Statement. Frequent execution of resource intensive interfaces and/or specialized use cases may require additional infrastructure to support. Kronos will work with the customer to scope the additional requirements. Should additional infrastructure or services be required, incremental fees shall apply. Incremental infrastructure fees will become effective when such changes are available in Customer's Production environment.
 - For security purposes, Customers are restricted from accessing the desktop, file systems, databases and operating system of the hosted servers. Additionally, direct database and ODBC connectivity is not permitted.

1.4. APPLICATION SECURITY IN THE HOSTED ENVIRONMENT

Kronos offers a hosting environment that complements and enhances the ability for Kronos to deliver application services in a secure manner capable of achieving a SSAE 16 SOC 1 and AT101 SOC 2 compliance report. Kronos hosting sites have achieved SSAE 16 SOC 1 and AT101 SOC 2 compliance.

Each customer environment is hosted in a segregated VLAN. Traffic to the VLANs is regulated via redundant, next generation firewalls that limit access to authorized management and customer traffic.

Customer Access

Customers will access the Kronos web application via encrypted SSL sessions in the hosted environment. The application provides the customer with the ability to configure application security and logical access per customer's business process. In the event the Customer identifies an issue related to the security, availability or confidentiality of the data or system, the Customer will notify Kronos by contacting the Cloud Customer Manager.

Customer may require file transfers to populate or extract Kronos application data. This shall be accomplished using SFTP to send or retrieve files from the customer's application server. Kronos utilizes a commercial SFTP solution that runs over SSH and that enforces a Public/Private Key Exchange to authenticate the end point and encrypt the data over the wire. In addition, each customer has a unique named user account and associated password. This provides access to allowed endpoints, end point authentication, user authentication, and a private key to encrypt the data. Customer must provide all keys, if keys will be used. SFTP data access cannot be restricted based on IP address.

Kronos Management Access

Management access to the hosted environment is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to segregate appropriate logical access to the environment to achieve a SOC 2 compliance standard.

A centralized secure file transfer solution facilitates data transfers between the customer and their hosted environment. This solution provides for an encrypted transmission and logging of all files transferred into or out of a customer environment.

Kronos performs continuous monitoring in the hosted environment to achieve the SSAE 16 SOC 1 and AT101 SOC 2 compliance standards. This includes performance, availability and security monitoring.



1.5. LEARNING PATHS

KRONOS agrees to provide training and education courses, modules, content, curricula that are similarly priced, and which accomplish substantially the same objective as, the courses, modules, content, curricula presented and described in this SSS. Under this provision, KRONOS is permitted to modify the training and education as necessary to effectuate the purposes of the Agreement with Blount County, provided it preserves the content and delivery of the training and education courses described in the SSS in order to effectively train and educate employees of Blount County, as contemplated by this Agreement.

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 4c

VENDOR's Sales, Software License and Services Agreement

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

Blount County, TN ("Customer") and Kronos Incorporated ("Kronos") agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Kronos Sales Software license and Services Agreement ("Agreement") apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

Customer's Standard Procurement Terms and Conditions are hereby attached hereto as Appendix A and made part of this Agreement. In the event of inconsistency between the terms of this Agreement and this Appendix A, the Appendix A shall supersede.

1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer shall provide of a validly issued tax-exempt certificate upon request, or other sufficient evidence of tax exemption, and the parties hereby agree that Customer shall not be liable for those taxes for which Customer is exempt as set forth in Appendix A and provided the appropriate certificate.

2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by means of written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice is received by Customer from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for no more than the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies referenced in section 14(j) below.

9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.Kronos.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 24 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon delivery of instructor-led training sessions, with payment due upon the payment terms indicated in such Order Form.

10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product, Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is connected to the time and attendance software and is functional; b.) the Software is installed on Customer's server(s) if Customer is using its server (s) or made available by Kronos for use by Customer on Kronos' server(s) if Customer is using Kronos Cloud services; and c.) implementation team training, if any, is complete; d.) standard interfaces are transmitting data; and e.) standard application reports can be generated. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software.

11. LIMITED WARRANTY

11.1 Kronos warrants that all Kronos Equipment, and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from the Delivery. In addition, provided that Customer purchases and continuously remains on support maintenance services with Kronos for the Software and Equipment, Kronos warrants that the Software and Equipment shall materially perform in accordance with the Specifications. In the event of a breach of this warranty, Customer's initial remedy shall be Kronos' repair or replacement of the deficient Equipment, and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

13. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, pursuant to the Services Scope Statement. If specific travel arrangements are not outlined in the Services Scope Statement, the following terms apply: Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the U.S. General Services Administration's then-current per diem rates for Blount County, TN and Kronos provides the associated receipt and description of such travel. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with this section. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30 days.

(b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis as set forth on the Order Form and Services Scope Statement ("SSS" or also referred as the "SOW"). If a dollar limit is indicated on the services scope statement and the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, but only if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

(c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's first remedy and Kronos' duty shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer. Customer does not waive any rights it may have or any other remedy it may have under law.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SSS and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail. The parties agree that the then current Professional Services Policy may be attached to the applicable SSS and such policy shall govern the professional and educational services provided for the scope of such project.

14. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services attached as Appendix B to this Agreement. Kronos shall not materially reduce the level of Support Services provided to Customer unless Kronos has provided Customer with at least sixty (60) days notice prior to a renewal term of the material change. Should Kronos fail to provide Customer with at least sixty (60) days' notice prior to a renewal term of the material change, such change shall not be effective or applied against Customer until Customer renews the support for the subsequent year.

(b) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service may renew for additional one year terms on the anniversary date of its commencement date upon mutual consent of both parties or Kronos presenting in writing and Customer accepting in writing sixty (60) days prior to that anniversary renewal date. For any additional one-year terms after the initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with ninety (90) days advance written notice to Customer. During the initial three-year term of this agreement, for the same products and service type, the annual support fee for the same products and service type will not increase. For fourth and fifth renewal years the annual support fee, for the same products and service type, will not increase by more than 3% over the prior year's annual support fee.

(c) GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.
- (ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(d) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer pursuant to subsection 13(a).

(e) PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

(f) ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be renewed as provided in these terms.

(g) RESPONSIBILITIES OF CUSTOMER

The following terms apply if Customer is not using the Cloud services of Kronos, Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(h) DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice is received by Kronos, such notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice is received by Customer. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

(i) WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

(j) KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail. The current Support Policies are attached hereto as Appendix C. In the event that Kronos makes a material change to the Support Policies that diminishes a support offering as described in this Agreement, Kronos will provide Customer with at least sixty (60) days prior written notice of any such change.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's officials and employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

(e) Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure. Additionally, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other

party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law (including without limitation the Open Records Act or a court order); provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

17. MARKETING ACTIVITIES

Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists.

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

TO THE EXTENT ALLOWED BY TENNESSEE LAW, EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. OTHER FEES There will be no other charges or fees for the performance of this contract other than as mutually agreed between the parties under this Agreement or as set forth in this Agreement.

20. FUTURE PURCHASE Provided that Blount County continuously maintains the Equipment and Software under support plans with Kronos, Kronos agrees that for a period of three (3) years from the date of this Agreement, Customer may purchase additional employee and user capacity for the Software, certain Services and Equipment at prices set forth on the order form executed concurrently with this Agreement. Kronos agrees that during such three (3) year period, Customer may purchase additional professional services at the rate of \$200.00 per hour.

21. SUBCONTRACTOR In the event that Kronos proposes to use subcontractors, sub-consultants, suppliers to perform certain services specific to this Agreement, Kronos will inform and request the consent of the Customer. Only subcontractors listed in the submittal or pre-approved by Customer offer may be used to perform professional or education services. Substitute subcontractors may only be used with prior notice and written approval from Blount County.

22. GENERAL

(a) This Agreement shall be governed by Tennessee law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

(c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

(d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(f) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

23. JBOSS

The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. To the extent the Customer, as a state entity, lacks authority under Tennessee law to agree to any of the terms or conditions of the JBoss license incorporated by reference, such terms and conditions shall not be included in this Agreement.

APPENDIX A

BLOUNT COUNTY, TN PROCUREMENT TERMS AND CONDITIONS

To be attached to the final version.

APPENDIX B

EQUIPMENT SUPPORT SERVICES

The following terms and conditions shall supplement the terms and conditions of the Agreement entered into between the parties and shall govern the equipment support services provided by Kronos to Customer. In the event of a conflict of inconsistency between the Agreement and this Appendix, the Agreement shall govern.

Kronos and Customer hereby agree that Kronos shall provide depot equipment repair support services ("Depot Support Services") for Customer's Kronos Equipment ("Product(s)") specified on a Kronos order form (the "Order Form") to and from locations within the United States, Canada and Puerto Rico pursuant to the following terms and conditions:

1. TERM

Depot Support Services for the Product(s) have a term of one (1) year commencing upon the expiration of the applicable warranty period, as specified in the Agreement entered into between Kronos and Customer. Depot Support Services may be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date") upon Kronos presenting in writing and Customer accepting in writing an offer of such renewal at least sixty (60) days prior to that anniversary renewal date. Kronos may change the annual support charges, effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification. During the initial three-year term of this agreement, for the same products and service type, the annual support fee for the same products and service type will not increase. For fourth and fifth renewal years the annual support fee, for the same products and service type, will not increase by more than 3% over the prior year's annual support fee.

2. PAYMENT

Customer agrees to pay the Support Charges for the initial term as set forth on the Order Form for each Product listed. Customer agrees that all Products of the same type that are owned by the Customer, including without limitation Customer's "Spare Products" (as defined below), will be covered by the Depot Support Services. Customer agrees that if Customer purchases, during the term of the Depot Support Services, any Products of the same type as those specified on an Order Form, such additional Products shall be covered by the Depot Support Services. Customer agrees to pay a prorated fee for such additional Products and agrees to pay the full annual fee for such additional Products, upon the renewal date.

Kronos will invoice Customer for the annual Support Charges each year in advance of the Renewal Date. Customer will pay Kronos within thirty (30) days of receipt of invoice. In addition to the annual Support Charges, Customer agrees to pay all applicable taxes, however designated, on the Agreement, and on services rendered, including state and local taxes or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based upon net income. Provided however, if Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt as set forth in Appendix B.

3. DEPOT SUPPORT SERVICE

Upon the failure of an installed Product, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Product related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Product if Customer is to return the failed Product to Kronos, as reasonably determined by Kronos. Customer must return the failed product with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers can be found at <http://customer.kronos.com/ContactUs.htm> and are subject to change. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(a) Depot Exchange: Kronos will provide a replacement for the failed Product at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Product will be shipped the same day, for next business day delivery to Customer's location as further described in the Support Policies. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Product is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Product from Kronos, shall package the defective Product in the materials provided by Kronos, with the RMA supplied and promptly return failed Products directly to Kronos using the carrier specified by Kronos.

(b) Depot Repair: It is Customer's obligation to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Customer to replace failed Products at all Customer locations. Upon failure of an installed Product, Customer shall install a Spare Product to replace the failed Product. Customer shall also specify the address to which the repaired Product should be return shipped. Customer shall then return the failed Product, with the required RMA, to the applicable Kronos Depot Repair Center. Customer shall make every reasonable effort to return the failed Product using the same packing materials in which the original Product was sent. Upon receipt of the failed Product, Kronos shall repair the failed Product and ship it, within ten (10) business days after receipt, to Customer. Kronos shall ship the repaired Product by regular surface transportation to Customer.

4. RESPONSIBILITIES OF CUSTOMER

Customer agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Customer. In addition, Customer agrees to:

(a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;

(b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;

(c) Ensure that the Product(s) are returned to Kronos properly packaged; and

(d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Product authorized by Kronos when issuing the RMA.

5. SUPPORT EXCLUSIONS

Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

- (a) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- (b) Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- (c) Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- (d) Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- (e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- (f) Customer's repair, attempted repair or modification of the Products.

Professional services provided by Kronos in connection with the installation of any Software or firmware upgrades, if available, and if requested by Customer, are not covered by Depot Support Services. Firmware (including equipment service packs) which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Customer is maintaining the Product under an annual Depot Support Services plan with Kronos.

6. DELIVERY All domestic shipments are FOB Destination to/from Customer and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments are DDU (Deliver Duties Unpaid) to the Customer, with Customer responsible for all duties and V.A.T. when sending Product to Kronos (DDP). Customer agrees to pay or reimburse Kronos for any substantial increase in fuel surcharges which may occur during the term of the Agreement.

7. WARRANTY

Kronos warrants that all repairs performed under the Agreement shall be performed in a professional and competent manner.

ALL OTHER WARRANTIES FOR THE DEPOT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

8. DEFAULT, SUSPENSION, AND TERMINATION

Under the Depot Exchange Support option, Kronos may suspend Depot Support Services if Customer does not ship Failed Product to Kronos within ten (10) business days of receipt of the Replacement Product. Kronos will restore Depot Support Services upon return of such Failed Product or upon payment at the then-prevailing Kronos list price for such unreturned Failed Product. The term of the Agreement shall not be extended or affected by any such suspension.

Customer may terminate Depot Support Services if Kronos is in default under the Agreement, and such default is not corrected within thirty (30) days after written notice. Kronos may terminate Depot Support Services if Customer materially breaches under this or any other agreement with Kronos, and such breach is not corrected within thirty (30) days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

9. LIMITATION OF REMEDIES

The exclusive remedy of Customer and sole liability of Kronos shall be replacement of the repaired Product.

IN NO EVENT SHALL KRONOS OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

APPENDIX C

SUPPORT SERVICES POLICIES

Product Coverage

For each installation, Customers must purchase the same [software support service](#) type for all software and must purchase the same [equipment support service](#) type for all equipment of the same type. The latest Supported Product List is available at <http://customer.kronos.com/support/status/index.htm>.

Workforce Central suite

Kronos only provides service packs for the current release and the two immediately prior releases of the Software. We currently come out with new releases every eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

For Workforce Payroll, when service packs are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) – supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the “WFAN Advanced Reporting” link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite

Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central

Kronos only provides "defect repairs" for the current release of the Software.

Kronos defines Version, Release, and Service Pack as follows:

Version: A software product upgrade that includes major new features or functionality.

Release: A software product upgrade that includes minor new features or functionality.

Service Pack: One or more defect repairs bundled into a single update. Service packs are cumulative — Service Pack N will, at minimum, include all of the changes delivered in Service Pack N-1.

The software product hierarchy is: Version . Release . Service Pack

Updates

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite or from OptiLink version 6 to OptiLink Plus version 7) are required to purchase the licenses to the new version at the applicable license fees.

Support Exclusions

Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Customer's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or

3. Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Customer's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Customer's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or
6. Customer's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
8. Reprogramming, including reconfiguration of the Software or the rebuilding of Customer's database.

In addition to the Support exclusions above the following **Services are NOT covered by your Kronos Support Service Agreement** and are subject to the applicable Kronos Service rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
 - a. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
 - b. Custom Reports
 - c. Custom Application extensions
6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
 - a. Adding a Workstation
 - b. Moving the Application
 - c. Reinstalling following a Hard Drive Crash
 - d. Service Packs
8. Database Administration Maintenance or Services such as, but not limited to,
 - a. Database maintenance scripts
 - b. Writing or customizing database scripts for data reporting and/or retrieval
 - c. Performance Tuning
 - d. Sizing
 - e. Disaster Recovery
 - f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
 - a. Test environments, i.e., application servers, database servers
 - b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
 - a. Operating System
 - b. Network Issues
 - c. Firewalls
 - d. Servers
 - e. Workstations
 - f. Single Sign On

11. Custom Reports or Custom Application Extensions
12. Implementation or configuration services related to upgrading product such as, but not limited to,
 - a. Software implementation
 - b. Porting custom software (i.e., reports)
 - c. Change management
 - d. Training
 - e. New functionality deployment
 - f. Application interfaces
13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
14. Importing new data i.e. from acquisitions or purchasing of another company.
15. Load balancing configuration
16. Virtual server configuration

Support Discontinuance — End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Reinstatement of Support Services

In the event that Customer allows Software or Equipment support services to lapse or if Customer did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Customer must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s) plus twenty per cent (20%) of the support services fees.

Service Coverage Period

Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — **Gold or Gold Plus Support**. *Please check Contact Us on the Customer Portal for the specific business hours of coverage at your location from your Support Services group.

Support Services groups:

Australia	8:00 a.m. - 5:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	9:00 a.m. - 6:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 5:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff — **Platinum or Platinum Plus Support**

Priority Based Support

Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling

No workaround is available.

Medium Priority: A serious customer issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy — accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?
- How often should database maintenance be executed?

A workaround is available on the customer portal.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the customer and Kronos.

e.g., If a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday–Friday for Gold Support customers).

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.*

Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Customer Portal at <http://customer.kronos.com/ContactUs.htm>.

Software Support Services and Features

Kronos provides different levels of support offerings through our Platinum *Plus*, Platinum, Gold *Plus*, and Gold support services.

Platinum Plus Support Service

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available *24 hours per day*, 7 days per week. Platinum Plus customers can designate *5 named contacts*, and also enjoy one on-site visit per year.

Platinum Support Service

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to Kronos Global Support

- Access to Senior Support Engineers

- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from *8:00 a.m.–8:00 p.m.*, local time, Monday–Friday. Gold Plus customers can designate *2 named contacts*.

Gold Support Service

Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00 p.m. local time, as

well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

SuperSearch (Available to all Support Agreement customers)

The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.

- Knowledge base
- Documentation (Manuals and User Guides)
- Service packs
- Customer forums
- Technical Advisories and Technical Insiders
- Frequently asked questions (FAQs)

*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos customer portal. *Please sign up for email alerts to get notified of the release of new technical advisories on the Kronos customer portal.*

Service Case Studies (Available to Gold and Platinum level customers)

When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)

Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

Technical Insider (Available to Gold and Platinum level customers)

Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)

Experience training over the Internet on a variety of topics pertaining to your Kronos system. Kronos Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to your busy schedule. These sessions are one hour in length and are FREE for all Kronos customers with Gold or Platinum support agreements.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

SHRM e-Learning (Available to Gold and Platinum level customers)

SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. Browse the courses in the SHRM e-learning catalog <http://www.shrm.org/elearning/> to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Packs (Available to all Support Agreement customers)

Kronos Support Services entitles all customers who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Kronos customer portal. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service packs) or legislative updates are posted on the customer portal for you to download and install. *Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.*

Knowledge Base (Available to all Support Agreement customers)

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that customers ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday–Friday, during the business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation (Available to all Support Agreement customers)

Online access to documentation for most of Kronos' products, for example:

- Installation guides
- Configuration guides
- Database administrators guides
- User guides
- System administrators guides
- Database views reference guides.

Customer Forums (Available to all Support Agreement customers)

Our Customer forums provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service

Customers seeking support outside their service coverage period or Services that are not covered by your Support service or Customers without a Support Agreement on Active Product will be charged at the current Kronos hourly rate.

	Software/Equipment
	Phone Support
Day and Time (local time)	Minimum hours
Monday–Friday 8:00 a.m.–5:00 p.m.	2
Monday–Thursday 5:01 p.m.–7:59 a.m.	4
Friday–Monday 5:01 p.m.–7:59 a.m.	8

Conditions:

1. Time billed is minimum billable hours and then one hour increments.
2. The 8:00 a.m.–5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday–Friday.
3. The response time for customers without a support agreement is within two business days.
4. Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
5. Per-event rates are not discountable.

Equipment / Hardware Support Services

Depot Exchange Service

The premium hardware service option: Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange customers procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:

You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m.

Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

Currently ONLY available in Australia, Canada, China, Mexico, New Zealand, and United States.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;

- c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. Customer's repair, attempted repair or modification of the Products.

Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Depot Repair Service

This service was designed for those who keep their own inventory of spare terminals and options.

How it works:

You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available from the Australia and China Support Services groups.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. Customer's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Device Software Maintenance

Device Software Maintenance is designed for those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates. This service option lets you download equipment service packs from the Customer Portal to ensure that your time clock is always up to date with:

- The latest security enhancements
- Communication protocols
- Fixes and terminal software feature updates
- Compatibility updates with Kronos software or other terminals

Device Software Maintenance is included with Depot Exchange and Depot Repair.

Device Software Maintenance does NOT include any repair or exchange services.

How it works:

Go to the Customer portal at <http://customer.kronos.com>.

Register or log in to the Customer Portal. An email address and Kronos Solution ID are required to register for access to the customer portal.

Go to the Support page to access the equipment service packs.

Availability:

The Device Software Maintenance offering is available worldwide.

NOT available for the 100, 400, 500, Century and Cyber series terminals

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Per-event Repair Service

Per-event rates apply to customers without an equipment support agreement. The Kronos Equipment Services center will attempt to repair any repairable defective item within 15 business days after receipt at the current Per-event pricing. The product will be returned by regular surface transportation.

How it works:

You contact Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the customer by regular surface transportation.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;

- d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. Customer's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

*This service does **NOT** include access to equipment service packs / firmware updates.*

Appendix A

Standard Procurement Terms and Conditions Blount County, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the County, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to both parties' performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the County shall not be responsible for sales or use taxes incurred for products or services to the extent the County is exempt to such applicable taxes. Upon request, the County shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the County's tax exemption certificate.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) County business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the County:

Blount County Purchasing
Attn: Purchasing Agent
Re: Blount County Contract 2013-2256
385 Court St.
Maryville, TN 37804

Fax 865-273-5746
Email: tjohnson@blounttn.org

In the case of Vendor:

Kronos Incorporated
Attn: General Counsel
Re: Blount County Contract 2013-2256

Appendix A

Standard Procurement Terms and Conditions Blount County, Tennessee

297 Billerica Rd.
Chelmsford, MA 01824

Fax 978-256-3222

5. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
6. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
7. The County does not waive any rights it may have to all remedies provided by law to the extent consistent with the applicable laws and this Contract.
8. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.
9. Indemnification. Vendor agrees to indemnify and save the Blount County Government and Blount County Board of Education, and individual, on or off duty, officers, and employees of Blount County, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, for tangible property and personal injury (including death) to the extent resulting from the negligence or willful misconduct of Vendor's employees in the performance of services under this Agreement, provided that Vendor is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim (provided that no such settlement shall include an admission of liability or guilt of Blount County without County's prior written consent), and further provided that Blount County reasonably cooperates with Vendor in connection with the foregoing and provides Vendor with all information in County's possession related to such claim and further assistance as reasonably requested by Vendor. Blount County may participate in the defense of such action with counsel of its own selection and at its sole cost.
10. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings

Appendix A

Standard Procurement Terms and Conditions Blount County, Tennessee

specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

11. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Blount County, TN.
12. Termination. Unless the County has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. The termination shall not modify the ownership of the equipment delivered to the County, and the County shall maintain such ownership. Upon termination by the County, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.
13. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions and its Attachments with a (30) days written notice, with all of the remedies it would have in the event of termination under section 8 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity to the extent consistent with the terms of the Agreement.
14. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany and the Vendor has not cured such breach during the thirty (30) days period from the receipt of the notice of breach sent by the County, then the County may terminate the Agreement, in whole or in part, without penalty or protest by Vendor. Upon such termination, Customer shall be entitled to pursue its remedies at law or in equity consistent with the terms of this Agreement.
15. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Blount County, Tennessee
Procurement Agreement
Blount County Contract No. 2013-2256

Attachment No. 4d

VENDOR's Cloud Hosting Addendum
Supplemental Terms and Conditions

**ATTACHMENT 4D
TO THE PROCUREMENT AGREEMENT**

**CLOUD HOSTING ADDENDUM
SUPPLEMENTAL TERMS AND CONDITIONS**

This Cloud Hosting Addendum of Supplemental Terms and Conditions (the “Addendum”) is made as of the date of signature of the Procurement Agreement set forth below by and between Kronos and Blount County (“Customer”). Kronos and Customer are collectively referred to herein as the “Parties”, and individually as a “Party.”

WHEREAS, Customer has entered into a Sales, Software License and Services Agreement, (the “License Agreement”) to acquire licenses to certain Kronos software applications, as well as related equipment and support services;

WHEREAS, Customer desires to use those Kronos software applications, related hardware and services in a managed hosted environment in accordance with the License Agreement and upon the supplemental terms and conditions herein, and Kronos desires to assist Customer in doing so.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereafter set forth, the Parties agree as follows:

1. DEFINITIONS

“**Application(s)**” means those Kronos software applications set forth in the Services Scope Statement or Statement of Work, which are made accessible for Customer to use under the terms of this Addendum.

“**Cloud Hosting Program**” or “**Program**” means (i) accessibility to the Applications by means of access to the password protected customer area of the Kronos hosting environment, and (ii) all Hosting Related Services.

“**Content**” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Customer content shared or processed on equipment under the control of Kronos.

“**Hosting Related Services**” means certain services set forth in a Services Scope Statement (SSS) or Statement of Work (SOW) containing hosted related services separately executed by the parties, such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or Cloud Services and maintenance services related to hosting.

“**Initial Term**” means the initial term of the Program as set forth in the applicable SSS/SOW or Order Form wither incorporated with this Agreement or signed subsequently by both parties.

“**Internal Use**” means the use of the Program: (i) by Customer’s officials and employees solely for Customer’s internal business purposes and (ii) by any authorized employee, agent or contractor of Customer to process information relating to Customer’s employees assigned to, or potential employees of, Customer’s authorized business unit(s), solely for the internal business purposes of such business unit(s).

“**Monthly Service Fee(s)**” means the monthly fees described in the SSS/SOW and set forth on the applicable Order Form.

“**Order Form**” means the order request form supplied by Kronos and signed by the Parties that lists the fees for the elements of Customer’s particular Program.

“**Personally Identifiable Data**” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“**Production Environment**” means a permanent environment established for the daily use and maintenance of the applications in a live environment throughout the term of a Program.

“**Service Description**” means the detailed service description (including any supplementary service terms) specified in the SSS/SOW which sets forth the specific Program to be provided to the Customer.

“**SLA(s)**” means the service level agreement offered by Kronos for the Production Environment and attached to this Addendum as **Exhibit A** and hereby made part hereof which contains key service level standards and commitments that apply to the Program as detailed in the Service Description.

“**SLA Credit**” means the credit calculated in accordance with the SLA and offered by Kronos in the event of outages, interruptions or deficiencies in the delivery of the Program that result in a failure to meet the terms of the applicable SLA.

“**Supplier**” means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Program.

“**Temporary Environment**” means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable SSS/SOW as a Temporary Environment.

2. CLOUD HOSTING PROGRAM

The description of the particular Program ordered by the Customer, the Program term, the Monthly Service Fee rates, and other fees, if any, applicable to the Program are described in the applicable SSS/SOW and Order Form. Kronos will not change the Monthly Service Fee rates it charges for Customer's existing Program, or the SLA, during the Initial Term of one year and two annual renewal periods. Kronos may change such Monthly Service Fee rates or the associated SLA for a renewal term of the particular Program by notifying Customer at least sixty (60) days prior to the expiration of the then current term. Following the third annual period, the Monthly Services Fee rates for the same Services will not increase by more than 4% for the two subsequent annual periods. SLAs are only available in a Production Environment. Unless the SSS/SOW indicates that the Program is to be implemented in a Temporary Environment, the Program will be deemed to be implemented in a Production Environment.

3. AUTHORIZED USE

Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Program, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Addendum.

4. MAINTENANCE ACCESS

If Kronos, its Suppliers, or the local access provider, as applicable, requires access to Customer sites in order to maintain or repair the Program, Customer shall cooperate in a timely manner and reasonably provide such access and assistance as necessary. As part of Kronos' support services, Kronos will make updates to the Applications available to Customer at no charge as they are released generally to Kronos' customers. Customer agrees to receive those updates automatically as part of the Program. Customer may be required to purchase additional Hosting Related Services to address infrastructure requirements as released by Kronos for a new version of a particular Application.

5. CUSTOMER REPRESENTATIONS AND WARRANTIES; CUSTOMER OBLIGATIONS

5.1 Customer represents and warrants to Kronos that Kronos has the right to publish and disclose Customer's Content in the Program to the Customer's employees.

5.2 Customer represents and warrants to Kronos that Customer's Content will not: (a) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be unrelated with the purposes described herein and be abusive, profane, or offensive to a reasonable person; or (c) be in violation with the applicable laws.

5.3 Customer will, at its own cost and expense, provide all end user equipment, operating systems, and software (including a web browser) not provided by Kronos and needed to access and use the Program. Customer will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs associated with Customer accessing the Program, unless such connectivity services are purchased from Kronos as indicated on the SSS/SOW and Order Form.

5.4 Customer shall not, and shall not permit any person or entity under Customer's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.

6. CONNECTIVITY AND ACCESS

6.1 Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Customer agrees that Kronos may audit Customer's use of the Services.

7. FEES AND PAYMENT TERMS

7.1 In consideration of the delivery of the Program, Customer shall pay Kronos the Monthly Services Fee as defined in the applicable Order Form. The Monthly Services Fee shall begin to accrue on the date of Solution Build or ninety (90) days from the date of the Order Form and SSS are signed by the parties, whichever comes first. These Monthly Services Fees shall be invoiced monthly in advance.

7.2 All fees payable hereunder shall be paid in United States Dollars and sent to the attention of Kronos as specified on the invoice. Payment terms shall be net 30 days following receipt of invoice. Customer is responsible for all federal, state or local taxes, duties and customs fees relating to the Program, excluding taxes based on Kronos' income or business privilege.

7.3 SLA Credits, if any, which are due and owing to a Customer under an SLA for a particular month of the Program shall be paid by Kronos in the month following the month in which the SLA Credits were earned.

8. INDEMNIFICATION

The Kronos Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement

or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

9. SERVICE LEVEL AGREEMENT

CUSTOMER'S FIRST REMEDY IN THE EVENT OF ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCY OF SERVICE(S) OR FAILURE BY KRONOS TO MEET THE TERMS OF AN APPLICABLE SLA, SHALL BE THE REMEDIES PROVIDED IN THE SLA; PROVIDED THAT ANY REMEDIES OR CREDITS CONTAINED IN THE SLA ARE NOT AVAILABLE FOR OUTAGES, INTERRUPTIONS OR DEFICIENCIES OCCURRING DURING ANY PERIOD IN WHICH CUSTOMER IS IN MATERIAL BREACH OF THIS ADDENDUM OR THE LICENSE AGREEMENT. TO THE EXTENT ALLOWED BY TENNESSEE LAW KRONOS DISCLAIMS ANY AND ALL OTHER LIABILITIES OR REMEDIES FOR SUCH OUTAGES, INTERRUPTIONS OR DEFICIENCIES OF SERVICES.

10. LIMITATION OF LIABILITY

(A) IN ADDITION TO THE LIMITATIONS SET FORTH IN THE LICENSE AGREEMENT, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' NEGLIGENCE AS SET FORTH IN PARAGRAPH (B) BELOW, KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

(B) IN THE EVENT OF A BREACH OF THIS AGREEMENT ARISING FROM KRONOS' NEGLIGENCE AND CAUSING A BREACH OF SECURITY OR DISCLOSURE RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATION, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE, OR SYSTEM OR MACHINE ERROR, THE AGGREGATE LIABILITY OF KRONOS FOR SUCH BREACH SHALL NOT EXCEED THE AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PROGRAM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

11. DATA SECURITY

11.1 As part of the Program, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described as Exhibit B of this Attachment.

Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

11.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

11.3 Prior to initiation of the Program and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Program. Customer is responsible to ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12. TERM AND TERMINATION

12.1 At the expiration of the Initial Term, the applicable Program shall automatically renew for successive one year periods unless either party provides notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term. Kronos may suspend or terminate the Program upon notice in the event of any breach by Customer of this Addendum if such breach is not cured within ten (10) days of the date of Kronos' written notice. No Program interruption shall be deemed to have occurred during, and no Program credits shall be owed for, any authorized suspension of the Program.

12.2 Customer may terminate the Program by written notice at any time during the term of the Addendum if Kronos materially breaches any provision of this Addendum, and such default is not cured within thirty (30) days after receipt of written notice from Customer. In the event of such termination by Customer, Customer shall pay Kronos within thirty (30) days all fees then due and owing for the Program prior to the date of termination.

12.3 Customer may terminate the Program for convenience on no less than ninety (90) days prior written notice to Kronos.

12.4 In the event of termination of the Program by Customer for convenience or by Kronos for cause during the Initial Term, Customer will pay to Kronos one (1) month of the Monthly Services Fees.

12.5 At no cost to Customer, Kronos shall upon (i) request by Customer at any time and (ii) the cessation of the Program, promptly return to Customer, in the format and on the media in use as of the date of the request, Customer's Content.

EXHIBIT A**SERVICE LEVEL AGREEMENT (SLA)**

Service Level Agreement: The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Services. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when necessary. During these Maintenance Periods, the Services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Services available to Customer; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least one day in advance of any known downtime so planning can be facilitated by Customer.

Currently scheduled Maintenance Periods for the Services are:

Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)

Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Customer and Kronos.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Customer must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

EXHIBIT B

WORKFORCE CENTRAL SAAS APPLICATION SECURITY

WFC SaaS

Application Security

Kronos offers a hosting environment that complements and enhances the ability for Kronos to deliver application services in a secure manner capable of achieving a SSAE 16 SOC 1 and SOC 2 compliance report. Hosting sites are located in data centers that have achieved SSAE 16 SOC 1 compliance. Each customer environment is hosted in a segregated VLAN. Traffic to these VLANs is regulated via redundant, next generation firewalls that limit access to authorized management and customer traffic.

Customer Access

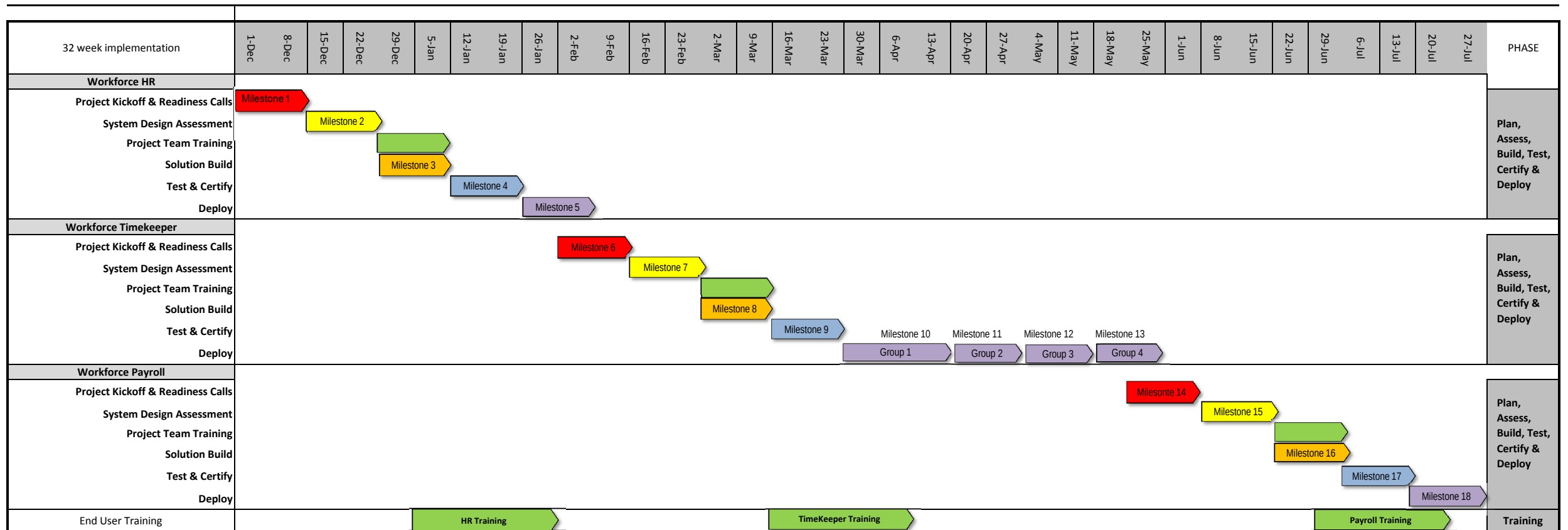
Customers access the Kronos web application via encrypted SSL sessions in the hosted environment. The application provides the customer with the ability to configure application security and logical access per customer's business process.

Kronos Management Access

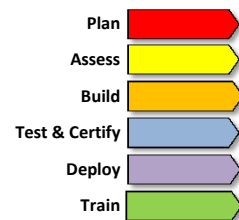
Management access to the hosted environment is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the environment to achieve a SOC 2 compliance standard.

A centralized secure file transfer solution facilitates data transfers between the customer and their hosted environment. This solution provides for an encrypted transmission and logging of all files transferred into or out of a customer environment.

Kronos performs continuous monitoring in the hosted environment to achieve the SSAE 16.



***Milestone 19 - Open Enrollment, estimated November 2015**





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 (15th and 30th)
- 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:
 - o “A” for historical timeliness
 - o “B” for probability of future timeliness of payroll execution
 - o “A” for historical accuracy (based on what is known)
 - o “B” for probability of future accuracy of payroll
 - o “A” for financial controls
 - o “C” for documentation of processes, pay rules and work rules
 - o “C” for vulnerability to errors in pay
 - o “D” for vulnerability to FLSA fines, penalties and violations
 - o “F” for vulnerability to sudden death, illness, or departure of critical players on whom the process depends
 - o “F” for efficiency and cost of current process
 - o “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:
 - o Direct deposit
 - o Use of Excel and email
 - o Automatic vendor payments
- Present Dangers:
 - o Three critical players are retiring by EOY 2014
 - o One critical player is planning to retire by 2016
 - o 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:
 - o 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

o 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

o 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

- o Essex County (MA) Corrections reduced overtime by 90%, resulting in a savings of \$1 million in a 12 month period.
- o ***Suffolk County (VA) Public Works reduced the time required to process payroll from 8 hours per pay period to 15 minutes.***
- o DeSoto County (MS) Schools, the largest district in Mississippi, continues to add schools without increases in Central Office HR/PR staff.
- o 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)

- o Wicomico County Schools District (MD) notes “FLSA compliance (achieved with Kronos) is priceless because it can save potential lawsuits.”
- o 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%.*
- o City of Jackson (MS) reduced overtime by 15% as Kronos was implemented, paying for Kronos in its first year.
- o 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.*
- o 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)**
 - o Kronos “hosts” the system – it owns, maintains and updates the software and the servers
 - o Transactions are handled electronically within their system
 - o We own the data and have access at all times
 - o Kronos provides system security and redundancy
 - o We purchase user licenses, time capture devices and implementation/consulting services
- B. **Software Purchase (not recommended)**
 - o We purchase user licenses
 - o Kronos provides the software and:
 - o periodic software updates
 - o maintenance with annual contracts
 - o We purchase the hardware (servers) on which the software runs
 - o We purchase time capture devices
 - o We own the data and have access at all times
 - o We provide system security and redundancy
 - o 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	
100% TOTAL SAVINGS POTENTIAL		1,285,996	1,469,364	1,469,364	1,469,364	1,469,364	7,163,452
80% TOTAL SAVINGS POTENTIAL		1,028,796	1,175,491	1,175,491	1,175,491	1,175,491	5,730,760
TOTAL ESTIMATED COST OF PROJECT	1,361,506	214,165	222,340	230,842	239,684		2,268,537
ESTIMATED NET SAVINGS OVER 5 YEARS							3,462,223



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

Memo

To: Budget Committee
From: Randy Vineyard
Date: 10.27.14
Re: Debt Service Fund Balance proposed policy

The County currently does not have a minimum fund balance policy; however, it would benefit us for rating agency purposes, etc. to adopt a policy establishing optimal fund balances for the Debt Service Fund 151 that provides management with appropriate guidelines and direction to assist in making sound decisions related to managing the fund balance of this fund. Therefore, the following optimal fund balance policy is proposed and should apply to the sum of restricted, committed, assigned, and unassigned fund balance:

The County will typically have one year of future payments in fund balance in the Debt Service Fund.

Thank you.

Executive Summary

The purpose of this report is to provide Blount County, Tennessee with an evaluation of the retained liabilities associated with its workers compensation, automobile liability and general liability exposures. The specific objectives are:

- (a) to estimate ultimate and outstanding losses as of June 30, 2014, for historical periods through June 30, 2014;
- (b) to project ultimate liabilities for the forecast period July 1, 2014, through June 30, 2015; and
- (c) to provide an allocation by department of the forecast ultimate liabilities for the period July 1, 2014 through June 30, 2015.

All references to losses throughout this report include allocated loss adjustment expenses (ALAE).

Results of this Analysis

The tables and graphs at the end of this Executive Summary summarize the results of our analysis.

RESERVE

Reported loss development for worker's compensation since the previous actuarial analysis a year ago is 2%, or \$120,000, higher than projected. These projections are based on our selection of ultimate losses and the loss development patterns from our prior analysis as of June 30, 2013. The most significant adverse development was in the 2007-08 accident period and the 2011-12 period. The 2007-08 period is up as a result of increases to claims 2007243923 (up \$120,000) and 200829008 (up \$60,000). The 2011-12 year is up as a result of a large increase in the reported losses of claim 2011404768 (up \$115,000). Our selection of estimated ultimate losses for all years combined is up 3%, or \$227,000, from our previous selection in response to this experience. The two most recent accident periods, 2012-13 and 2013-14, did see better than expected results, offsetting some of the adverse development in 2007-08 and 2011-12.

For general and automobile liabilities, reported losses are 6%, or \$400,000, lower than the projections based on the previous report as of June 30, 2013. All years had better than projected experience. Estimated ultimate losses in total are down \$532,000 for Liability.

Table I for workers compensation and Table II for Liability recap the results of the reserve analysis, displaying a year by year summary of ultimate and outstanding losses. Total estimated outstanding losses as of June 30, 2014, are shown below.

Coverage	Case Reserves	IBNR	Outstanding Losses as of 6/30/14
Workers Compensation	\$716,000	\$658,000	\$1,374,000
Auto and General Liability	\$417,000	\$846,000	\$1,263,000
Total Reserves	\$1,133,000	\$1,504,000	\$2,637,000

FORECAST

Table III uses the results of the loss forecast, NCCI premium projections, and prior losses to allocate forecast losses to each of the four departments. Shown below, is the expected value of projected losses for the 2014/15 period.

Forecast Losses	
	7/1/14-15
Workers Compensation	\$623,000
Auto and General Liability	\$476,000
Total	\$1,099,000

Actual losses will inevitably vary from the expected losses. The above is our best estimation of next year's losses based on prior loss experience.

Key Assumptions

Key assumptions in the analysis include the use of:

- For workers compensation and auto and general liabilities, historical reporting and payment experience of the County, supplemented with insurance industry patterns, to estimate ultimate losses for past periods;
- External economic indices to estimate trends.

**Calculation of Required Reserves
As of June 30, 2014
Workers Compensation**

(A)	(B)	(C)	(D)	(E)	(F)	(G)
<i>Accident Period</i>	<i>Selected Ultimate Losses</i>	<i>Limited Reported Losses</i>	<i>Limited Paid Losses</i>	<i>Case Reserves</i>	<i>IBNR Reserves</i>	<i>Total Required Reserves</i>
1994-95	\$154,351	\$154,351	\$154,351	\$0	\$0	\$0
1995-96	\$110,891	\$110,891	\$110,891	\$0	\$0	\$0
1996-97	\$106,331	\$106,331	\$106,331	\$0	\$0	\$0
1997-98	\$420,677	\$420,677	\$419,585	\$1,091	\$0	\$1,000
1998-99	\$246,778	\$246,778	\$241,905	\$4,873	\$0	\$5,000
1999-00	\$440,757	\$440,757	\$440,752	\$5	\$0	\$0
2000-01	\$141,424	\$141,424	\$141,424	\$0	\$0	\$0
2001-02	\$309,631	\$309,631	\$309,631	\$0	\$0	\$0
2002-03	\$695,579	\$695,579	\$673,133	\$22,446	\$0	\$22,000
2003-04	\$534,818	\$534,818	\$534,818	\$0	\$0	\$0
2004-05	\$163,000	\$159,987	\$159,987	\$0	\$3,000	\$3,000
2005-06	\$322,000	\$314,273	\$299,152	\$15,121	\$8,000	\$23,000
2006-07	\$392,000	\$378,772	\$317,568	\$61,204	\$13,000	\$74,000
2007-08	\$1,081,000	\$1,046,029	\$907,755	\$138,274	\$35,000	\$173,000
2008-09	\$439,000	\$405,989	\$383,037	\$22,952	\$33,000	\$56,000
2009-10	\$755,000	\$686,959	\$683,969	\$2,989	\$68,000	\$71,000
2010-11	\$387,000	\$326,127	\$326,127	\$0	\$61,000	\$61,000
2011-12	\$730,000	\$619,653	\$476,283	\$143,370	\$110,000	\$254,000
2012-13	\$336,000	\$226,727	\$144,347	\$82,380	\$109,000	\$192,000
2013-14	\$641,000	\$423,097	\$201,730	\$221,367	\$218,000	\$439,000
Total	\$8,407,236	\$7,748,847	\$7,032,774	\$716,073	\$658,000	\$1,374,000

**Calculation of Required Reserves
As of June 30, 2014
Auto and General Liability**

(A)	(B)	(C)	(D)	(E)	(F)	(G)
<i>Accident Period</i>	<i>Selected Ultimate Losses</i>	<i>Limited Reported Losses</i>	<i>Limited Paid Losses</i>	<i>Case Reserves</i>	<i>IBNR Reserves</i>	<i>Total Required Reserves</i>
1995-96	\$0	\$0	\$0	\$0	\$0	\$0
1996-97	\$207,000	\$206,592	\$206,592	\$0	\$0	\$0
1997-98	\$85,000	\$85,496	\$85,496	\$0	\$0	\$0
1998-99	\$13,000	\$12,563	\$12,563	\$0	\$0	\$0
1999-00	\$171,000	\$171,431	\$171,431	\$0	\$0	\$0
2000-01	\$186,000	\$186,354	\$186,354	\$0	\$0	\$0
2001-02	\$750,000	\$749,542	\$747,514	\$2,028	\$0	\$2,000
2002-03	\$290,000	\$290,317	\$285,059	\$5,258	\$0	\$5,000
2003-04	\$104,000	\$103,973	\$103,973	\$0	\$0	\$0
2004-05	\$705,000	\$704,818	\$704,818	\$0	\$0	\$0
2005-06	\$631,000	\$614,437	\$614,417	\$20	\$17,000	\$17,000
2006-07	\$1,078,000	\$1,045,134	\$979,184	\$65,950	\$33,000	\$99,000
2007-08	\$1,175,000	\$1,101,691	\$1,094,402	\$7,289	\$73,000	\$81,000
2008-09	\$318,000	\$285,096	\$261,938	\$23,157	\$33,000	\$56,000
2009-10	\$92,000	\$77,537	\$76,012	\$1,525	\$14,000	\$16,000
2010-11	\$359,000	\$265,368	\$184,795	\$80,573	\$94,000	\$174,000
2011-12	\$291,000	\$194,760	\$79,694	\$115,066	\$96,000	\$211,000
2012-13	\$356,000	\$166,054	\$72,381	\$93,673	\$190,000	\$284,000
2013-14	\$337,000	\$41,045	\$18,567	\$22,478	\$296,000	\$318,000
Total	\$7,148,000	\$6,302,206	\$5,885,189	\$417,017	\$846,000	\$1,263,000

Allocation by Department
Worker Compensation and Auto/General Liability

(A)	(B)	(C)	(D)	(E)	(F)	(F)
	<u>Workers Compensation</u>		<u>General and Auto Liability</u>			
	2014-15	2014-15	2014-15	2014-15	All Lines	All Lines
Department	Allocation	Allocation	Allocation	Allocation	Allocation	Percentage
	Total	Percentage	Total	Percentage	By Department	By Department
Highway Department	\$74,000	11.9%	\$51,000	10.6%	\$125,000	11.4%
Sheriffs Office	\$242,000	38.9%	\$216,000	45.4%	\$458,000	41.7%
County General	\$27,000	4.3%	\$45,000	9.6%	\$72,000	6.6%
School Department	\$280,000	44.9%	\$164,000	34.5%	\$444,000	40.4%
<i>Total</i>	\$623,000		\$476,000		\$1,099,000	

Memo

To: Budget Committee
From: Ashley Spangler
Date: October 30, 2014
Re: Effect of Sequestration on State & Local Government

The attached information gives detail related to the revenue the County receives related to Qualified School Construction Bonds. The subsidy normally received by the County is \$360,085.20, which will be reduced by the 7.3% sequestration to a total of \$333,798.98 for fiscal year 2014-15.

During FY 2013-14, the County received \$334,159.06.



Update: Effect of Sequestration on State & Local Government Filers of Form 8038-CP

Pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, refund payments to certain state and local government filers claiming refundable credits under section 6431 of the Internal Revenue Code applicable to certain qualified bonds are subject to sequestration. **This means that refund payments processed on or after October 1, 2014 and on or before September 30, 2015 will be reduced by the fiscal year 2015 sequestration rate of 7.3 percent,** irrespective of when the amounts claimed by an issuer on any Form 8038-CP was filed with the IRS. The sequestration reduction rate will be applied unless and until a law is enacted that cancels or otherwise impacts the sequester, at which time the sequestration reduction rate is subject to change.

These reductions apply to Build America Bonds, Qualified School Construction Bonds, Qualified Zone Academy Bonds, New Clean Renewable Energy Bonds, and Qualified Energy Conservation Bonds for which the issuer elected to receive a direct credit subsidy pursuant to section 6431. Issuers should complete Form 8038-CP in the manner provided by the Form 8038-CP Instructions, and affected issuers will be notified through correspondence that a portion of their requested payment was subject to the sequester reduction. Issuers should use this correspondence to identify the portion(s) of amounts requested that were subject to the sequester reduction.

Issuers with any questions about the status of refunds claimed on Form 8038-CP, including any sequester reduction, should contact IRS Customer Account Services at 1-877-829-5500.

Click here to see the [FY2013](#) article.

Click here to see the [FY2014](#) article.

Page Last Reviewed or Updated: 16-Oct-2014

Participant	Subsidy Normally Received	7.3% Sequestration Reduction	Reduced Subsidy Payment
Blount County	360,085.20	(26,286.22)	333,798.98
Cocke County	135,138.00	(9,865.07)	125,272.93
Coffee County	73,374.48	(5,356.34)	68,018.14
Dyer County	137,513.52	(10,038.49)	127,475.03
Hawkins County	56,551.92	(4,128.29)	52,423.63
Jefferson County	256,822.80	(18,748.06)	238,074.74
Knox County	708,680.64	(51,733.69)	656,946.95
Lauderdale County	61,157.52	(4,464.50)	56,693.02
Maury County	106,849.92	(7,800.04)	99,049.88
Nashville	861,853.20	(62,915.28)	798,937.92
Sevier County	351,576.96	(25,665.12)	325,911.84
Shelby County	1,630,382.40	(119,017.92)	1,511,364.48
Sullivan County	122,969.52	(8,976.77)	113,992.75
Trousdale County	61,157.52	(4,464.50)	56,693.02
Warren County	225,432	(16,456.54)	208,975.46
	<u>5,149,545.60</u>	<u>(375,916.83)</u>	<u>4,773,628.77</u>

RESOLUTION NO. 14-11-007

Sponsored by: Commissioners Steve Samples and Thomas Cole

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF BLOUNT COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$27,500,000, IN ONE OR MORE SERIES, WHICH MAY BE EITHER OR BOTH TAXABLE AND TAX-EXEMPT; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the Blount County, Tennessee (the "County"), by resolution of the Board of County Commissioners, to issue and sell bonds to refund and refinance outstanding indebtedness; and

WHEREAS, on July 31, 2008, the County entered into a Loan Agreement (the "Loan Agreement") with The Public Building Authority of Blount County, Tennessee (the "PBA") pursuant to which the County borrowed the proceeds of the Local Government Public Improvement Bonds, Series E-3-B issued by the PBA (the "E-3-B Bonds") and agreed to make all principal and interest payments relating thereto; and

WHEREAS, at the requested of the County, the PBA entered into an interest rate swap agreement (the "Swap Agreement") to provide a hedge against interest rate changes, and the County is obligated pursuant to the Loan Agreement or other loan agreements entered into with the PBA to make all payments due with respect to the Swap Agreement, including any termination payments relating thereto; and

WHEREAS, the obligations of the County under the Loan Agreement, including the obligations to may payments with respect to the E-3-B Bonds and the Swap Agreement are referred to herein as the "Outstanding Indebtedness"; and

WHEREAS, the County has determined to refund the Outstanding Indebtedness in order to reduce the amount of exposure of the County to variable rate debt and to derivative instruments such as the Swap Agreement; and

WHEREAS, the Board of County Commissioners hereby determines that it is advisable to issue general obligation bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the County a report thereon, a copy of which has been made available to the members of the Board of County Commissioners; and

WHEREAS, it is the intention of the Board of County Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$27,500,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds,

establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$27,500,000 General Obligation Refunding Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "County Mayor" shall mean the County Mayor of the County.

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Financial Advisor" for the Bonds authorized herein means Public Financial Management, Inc., Memphis, Tennessee.

(i) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the County has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

(c) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance the refunding of the Outstanding Indebtedness and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$27,500,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing June 1, 2015. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2015 through 2031, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the County on June 1, 2024 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may

be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and

after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount

proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the signature of the County Mayor and the attestation of the County Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book

entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF BLOUNT
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Blount County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter

provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 2015, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any

amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the County on June 1, 2024 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special

Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the County to finance the refunding of the County's obligations under that certain Loan Agreement entered into on July 31, 2008 with The Public Building Authority of Blount County, Tennessee, certain termination payments relating to the termination of interest rate swap agreements associated therewith, and the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of County Commissioners of the County on November 20, 2014 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk as of the date hereinabove set forth.

BLOUNT COUNTY, TENNESSEE

By: _____
County Mayor

ATTESTED:

County Clerk

Transferable and payable at the
principal corporate trust office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Blount County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time

when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Financial Advisor.

(b) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein. Without limiting the foregoing, the County Mayor is authorized to sell any series of Bonds as bonds the interest on which is not excluded from gross income for federal income tax purposes, including a series of the Bonds to finance termination payments relating to the Swap Agreement, to the extent required by the Code.

(c) The County Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2015, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the final maturity described in Section 4 hereof and (C) the aggregate principal payments with respect to all series of Bonds shall result in approximately level debt service payments as described in the plan of refunding submitted to the State Director;

(5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund less than all of the Outstanding Indebtedness in connection with the issuance of each series of Bonds;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the County Mayor shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The County Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(f) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. To the extent the County has not previously done so, the County Mayor is hereby authorized to enter into a contract with the Financial Advisor for financial advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the issuance of the Bonds, and all actions heretofore taken by the officers of the County in that regard are hereby ratified and approved.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount sufficient, together with such other County funds as may be identified by the County Mayor, shall be applied to refund and/or pay the Outstanding Indebtedness on or within thirty (30) days of the issuance of the Bonds.

(b) The remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding

the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds.

Section 10. Official Statement. The officers of the County, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the County, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the County, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the County, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Redemption and Prepayment of the Outstanding Indebtedness. The County Mayor and the County Clerk, or either of them, are hereby authorized and directed to take all steps necessary to prepay or redeem the Outstanding Indebtedness at their earliest possible prepayment or redemption date, including the giving of and publication of any prepayment or redemption notice as required by the resolutions authorizing the Outstanding Indebtedness or as may be required by the Loan Agreement and including all actions necessary to terminate the Swap Agreement.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Federal Tax Matters Related to the Bonds.

(a) It is expected that a portion of the Bonds will be issued as federally tax-exempt bonds. The County hereby covenants that it will not use, or permit the use of, any proceeds of such Bonds in a manner that would cause such Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of such Bonds that it will, throughout the term of such Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on such Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of any series of Bonds the interest on which is intended to be excluded from gross income for income tax purposes.

Section 14. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on November 20, 2014.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: __

Vetoed: ____

County Mayor

Date

STATE OF TENNESSEE)

COUNTY OF BLOUNT)

I, Roy Crawford, Jr., certify that I am the duly qualified and acting County Clerk of Blount County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the County held on November 20, 2014; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Refunding Bonds.

WITNESS my official signature and seal of said County on _____, 2014.

County Clerk

RESOLUTION No. 14-04-004

Sponsored by Commission Chairman Jerome Moon, Commission Chairman Pro Tempore Gary Farmer, and County Mayor Ed Mitchell

A RESOLUTION REGARDING PROCEDURES FOR PLACING PORTRAITS OF DECEASED COUNTY COMMISSIONERS IN THE COUNTY COMMISSION MEETING ROOM.

BE IT RESOLVED, by the Board of Commissioners of Blount County, Tennessee, in session assembled April 17, 2014.

WHEREAS, placing portraits of deceased former members of the Board of Commissioners in the meeting room of the Board of Commissioners is an appropriate way of honoring service to the citizens of Blount County; and

WHEREAS, it is desirable to formalize an orderly procedure and guidelines for the placement of said portraits; and

WHEREAS, the County Mayor joins with the Board of Commissioners in the effort to provide this honor.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BLOUNT COUNTY, TENNESSEE:

1. That only deceased current members or deceased former members of the Board of Commissioners of Blount County, Tennessee be so honored; and
2. That the placement of the portrait must first be authorized by a majority vote of the Board of Commissioners; and
3. That only one portrait per commission term be authorized, except if a commissioner dies during their term of office; and
4. That the portraits and frames be provided at no cost to Blount County; and
5. That the portrait be a single image and that the size and style of the frame be similar to the existing portraits in the room.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: ____

Vetoed: ____

County Mayor

Date

RESOLUTION SPONSORS: Mike Caylor Steve Samples

RESOLUTION NO. 14-11-004

A RESOLUTION APPROVING A CERTAIN LEASE
AGREEMENT WITH EAGLETON BALL PARK, INC., AND
AUTHORIZING THE EXECUTION THEREOF.

WHEREAS, Eagleton Ball Park, Inc., has heretofore conducted its baseball and softball programs for boys and girls on certain real property owned by Blount County, Tennessee, consisting of 19.43 acres, more or less, on and at will basis; and

WHEREAS, it is in the best interest of both Blount County, Tennessee, and Eagleton Ball Park, Inc., to enter into a lease agreement for said premises.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Blount County, Tennessee, meeting in regular session assembled this November 20, 2014, as follows:

SECTION 1. The lease agreement between Blount County, Tennessee, as Lessor, and Eagleton Ball Park, Inc., as Lessee, effective November 1, 2014, a copy of which is attached hereto and made a part hereof, is approved, and the County Mayor is authorized and directed to execute the lease agreement for and on behalf of Blount County, Tennessee.

SECTION 2. This resolution shall take effect upon its adoption, the public welfare requiring it.

ADOPTED this 20th day of November, 2014.

Chairman

Attest:

County Clerk

Resolution Sponsors:

Commissioner

Commissioner

Approved:_____

Vetoed: _____
County Mayor _____ Date _____

This Instrument Prepared By:
CRAIG L. GARRETT
Attorney at Law, PLLC
607 Smithview Drive
Maryville, Tennessee 37803

LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between BLOUNT COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, (hereinafter "Lessor") and EAGLETON BALL PARK, INC., a Tennessee not-for-profit corporation doing business in Blount County, in the State of Tennessee, (hereinafter "Lessee").

WITNESSETH:

That subject to the terms and conditions hereinafter set forth, Lessor hereby leases and rents to Lessee, and Lessee hereby accepts as tenant of Lessor, the following described premises, to wit:

SITUATE in District No. Nine (9) of Blount County, Tennessee, and being more particularly described as follows:

BEGINNING on a stake near the intersection of Defoe Drive and the Old Knoxville Highway, said stake being on the intersection of the eastern right-of-way line of the Old Knoxville Highway and the southern right-of-way line of Defoe Drive; thence, along the southern right-of-way line of Defoe Drive S. 84-54-45 E., 359.33 ft. to a stake at the intersection of the southern right-of-way line of Defoe Drive with the western right-of-way line of Main Road; thence, with the western right-of-way line of Main Road along a curve to the left a distance of 339.18 ft to a stake corner to Village Missionary Baptist Church, said curve having a radius of 476.70 ft., a chord bearing S. 21-17-38 E., and a chord length of 332.07 ft.; thence, with the church property S. 40-11-21 W., 261.64 ft. to a stake; thence with the church (a corner at 288.05 feet) and with the following lots of Eagleton Properties, Inc., Subdivision# I (P.B. 4, pg 16), 250, 249, 248, 247, 246, and 134, S. 57-55-00 E., 856.45 ft. to an iron pin; thence S. 65-00 W., 339.92 ft. to an iron pin in the line of lot 30 of E.C. Gothard's Addition to Blount Hills (P.B. 3, pg 105); thence,

with lot 30 and the dead-end right-of-way extension for Blount Avenue N. 81-51-58 W., 85.89 ft. to a corner; thence, with the right-of-way extension of Blount Avenue S. 08-08-26 W., 62.42 ft. to a corner; thence, S. 68-20-15 W., 286.07 ft. to a corner; thence, along a fence on a curve to the right a distance of 311.04 ft. to a corner in the northern right-of-way line of Henderson Street, said curve having a radius of 185.00 feet, a chord bearing S. 10-36-10 W., and a chord length of 275.68 ft.; thence, with the right-of-way of Henderson Street N. 81-51-58 W., 112.12 ft. to the intersection of the northern right-of-way line of Henderson Street with the eastern right-of-way line of Old Knoxville Pike; thence, continuing with the northern right-of-way line of Old Knoxville Pike N. 21-08-33 W., 71.49 ft. and N. 23-57-37 W., 641.37 ft. to the intersection of the northern right-of-way line of Old Knoxville Pike with the eastern right-of-way line of Old Knoxville Highway; thence with the right-of-way line of Old Knoxville Highway N. 05-09-06 E., 900.55 ft. to the point of beginning; containing 19.43 acres, more or less.

BEING AND INTENDING TO BE part of the property conveyed (1) to the Blount County Board of Education by the United States of America, acting by and through the Federal Works Administrator, by quitclaim deed dated April 17, 1947, and recorded in Warranty Deed Vol. 162, page 332, and (2) to the Blount County Board of School of Supervisors by the United States of America, acting by and through the Federal Security Administrator, by quitclaim deed dated May 7, 1952, and recorded in Warranty Deed Vol. 172, page 597, both in the Register's Office for Blount County, Tennessee. By formal action taken May 11, 1989, the Blount County Board of Education relinquished all of its right, title and interest in and to such property to Blount County.

The terms and conditions of this lease are as follows:

1. This lease shall begin of the 1st day of November, 2014, and unless sooner terminated as herein provided, shall exist and continue for a period of sixty-two (62) months or until December 31, 2019. The lease shall automatically renew for an additional five (5) year period, beginning January 1, 2020, unless either party gives written notice of their intent to not renew the lease thirty (30) days prior to the leases termination day. The term of the lease is subject to the Lessee's right to terminate set forth in paragraph no. 15 below.

2. Lessee shall pay to Lessor One Dollar (\$1.00) per year as rental for the leased premises, which amount shall be due on the 1st day of January of each year during the term of this lease and any extension thereof.

3. Lessee shall use the leased premises only for the purpose of conducting its baseball and softball programs for boys and girls. Lessee may at its own cost and expense construct on the leased premises such ball fields and related facilities as may be necessary to conduct its programs. These related facilities may include but are not limited to parking facilities, scoreboards, fencing, utilities, lighting, bleachers, restroom facilities and concession facilities. It is understood and agreed that all utilities, e.g.; electrical power, water, sewer and/or gas, henceforth installed on the leased premises shall be located underground.

4. Lessee shall not assign, transfer or sublet the leased premises or any part thereof.

5. Lessee shall be responsible for the maintenance and care of the leased premises, which shall be kept in a good state of repair and in compliance with all applicable federal, state and county regulations. Lessee will keep and maintain the leased premises in compliance with all current regulations for playability, safety and access.

6. Lessee shall be responsible for mowing the property. Lessee shall keep all supplies and materials, including but not limited to dirt, sand and equipment used for the maintenance of the leased premises, in an enclosure(s) that is/are not accessible to the public and which do/does not interfere with Parks and Recreation's mowing of the grounds outside the fenced playing fields.

7. Lessee shall provide for the daily removal of litter and refuse from the leased premises during the baseball and softball seasons and shall provide for the general cleanliness of the leased premises, including all facilities, at all times during the term of this lease.

8. Lessee shall use and develop the leased premises in accordance with the master plan which has been approved by Lessee and Parks and Recreation. Any deviation from such plan by Lessee must have the prior written approval of Parks and Recreation.

9. Lessee may erect at its own cost and expense such signage as may be reasonably necessary for its use of the leased premises hereunder.

10. Lessee shall be responsible for and timely pay all charges for utilities, including deposits, for the leased premises during the term of this lease and any extension thereof.

11. Lessee shall pay all property taxes and assessments for the leased premises during the term of this lease and any extension thereof.

12. Lessor will keep in effect fire insurance coverage on the improvements which exist on the leased premises as of the commencement of this lease agreement. It is understood that Lessor shall not be liable for any damage or injury to the improvements constructed by Lessee or Lessee's equipment located on the leased premises, and Lessee shall be responsible for and shall provide its own insurance coverage on such improvements and equipment.

13. Lessee shall indemnify and hold Lessor harmless from any and all claims and demands, whether for injury to person, loss of life or damage to property, including attorney fees, arising out of the use of the leased premises by Lessee, and Lessee will keep in effect public liability insurance upon the leased premises in an amount not less than \$1,000,000.00 in the aggregate, with Lessor and Parks and Recreation named as insureds thereunder.

14. Lessee shall provide Lessor with a certificate(s) of insurance on or before July 1st of each year evidencing that the insurance coverages required by paragraphs 12 and 13 above are in effect. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Lessor.

15. Should the leased premises be rendered unfit for use or occupancy as a consequence of casualty during the term of this lease or any extension thereof, this lease shall thereupon terminate. Should Lessor determine that it is necessary to use the leased premises for a public purpose other than the purpose for which the premises are leased hereunder, this lease shall terminate upon sixty (60) days written notice to Lessee.

16. Lessee agrees to return the leased premises to Lessor upon the expiration of this lease, including any extension of the original term, in as good a state and condition as when taken over by it, ordinary wear and tear excepted.

17. In the event of breach or non-performance by Lessee of any of the covenants and agreements on its part to be kept and performed hereunder, and such breach or non-performance remains uncured for a period of thirty (30) days after notice thereof, this lease shall be forfeited and become void at the option of Lessor, and it shall be lawful for Lessor without any further notice or demand to re-enter upon the leased premises and to occupy and possess the same as of its former estate, without prejudice to any other remedy which Lessor may have on account of such breach on non-performance.

18. Lessor hereby covenants and agrees with Lessee, subject to the terms and conditions herein set forth, that Lessee shall have and enjoy the leased premises during the term herein provided and any extension thereof, free from the adverse claims of any and all persons whomsoever.

19. This lease shall be binding upon the parties hereto and their successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 20th day of November, 2014.

LESSOR:

BLOUNT COUNTY, TENNESSEE

By: _____
County Mayor

Attest: _____
County Clerk

LESSEE:

EAGLETON BALL PARK, INC.

By: _____
President

Attest: _____
Vice President

[illegible]

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Ed Mitchell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the County Mayor of BLOUNT COUNTY, TENNESSEE the within named bargainor, a political subdivision of the State of Tennessee, and that he as such County Mayor, executed the foregoing instrument for the purposes therein contained, by signing the name of Blount County, Tennessee, by himself as County Executive.

Witness my hand and official seal of office this _____ day of _____, 2014

Notary Public

My Commission Expires:

[illegible]

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be President of EAGLETON BALL PARK, INC., the within Alvin Peak named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name or the corporation by himself as President.

Witness my hand and official seal at office this _____ day of _____, 2014.

Notary Public

My Commission Expires:

RESOLUTION NO. 14-11-005

SPONSORED BY COMMISSIONERS GARY FARMER AND JEFF HEADRICK

**A RESOLUTION APPROVING REGULATIONS GOVERNING THE USE OF THE COUNTY
RIGHT-OF-WAY**

WHEREAS, the Tennessee Code allows utilities to be placed within the county right-of-way, and;

WHEREAS, the Tennessee Code, although varying in particulars concerning specific types of utilities, generally requires that permission be obtained from the county legislative body or the chief administrative officer of the highway department prior to entering upon the county right-of-way to perform work; and

WHEREAS, the Tennessee Code also generally requires that work performed within the county right-of-way be performed under the direction of the chief administrative officer of the highway department; and

WHEREAS, it is impractical for permission to be granted on a case-by-case basis by the county legislative body; and

WHEREAS, it is necessary to establish clear procedures and rules, to be administered and enforced by the chief administrative officer of the highway department, for the use of the county right-of-way by utilities, so as to minimize interference with vehicular traffic, minimize damage to the county right-of-way, and to minimize risks to the public safety and convenience,

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of County, Tennessee, meeting in session on this 20th day of November, 2014, as follows:

SECTION 1. The following regulations apply to all utilities. "Utilities" includes any line, system or facility used for producing, storing, conveying, transmitting, or distributing communications, electricity, gas, petroleum, petroleum products, hazardous liquids, water, steam, sewerage and other underground facilities and appliances. The regulations apply to all persons performing work within the county right-of-way. "Persons" includes, but is not limited to, individuals, utility districts, authorities, governmental entities and companies. "Persons" may also be referred to herein as "applicants". The regulations apply to the installation, maintenance and removal of utilities unless otherwise provided.

SECTION 2. Except in cases of an emergency as defined herein, persons must obtain a permit from the county highway department prior to performing any work within the county right-of-way. The permit request shall state the nature and purpose of the work to be performed, the date, location and estimated time of the beginning and end of the work at each site, and the company or party to be performing the work. The permit request shall be accompanied by construction plans detailing the work to be performed. Persons making requests to perform work in the county right-of-way shall use the permit request form designated as Attachment A to this resolution. The permit may include special conditions, as determined in the sole discretion of the chief administrative officer, for the protection of the county's property, roads and rights-of-way, as well as the welfare and safety of the general public. Acknowledgment of receipt of a copy of these regulations shall be a part of the permit request. By issuance of a permit, applicants will be required to conform to these regulations as well as any additional

conditions set forth in writing by the chief administrative officer or his representative. Once physical work has commenced within the right-of-way, applicants, as recipients of a permit, agree to perform the work in accordance with the provisions and conditions of the permit, these regulations, and all applicable laws, regulations, agency rules, resolutions and ordinances. Blount County assumes no responsibility for any damage to utilities installed after the effective date of these regulations and that are not installed in accordance with the provisions and conditions of the permit and these regulations. Blount County assumes no responsibility for any damage to utilities not maintained or removed in accordance with the provisions and conditions of the permit and these regulations. See permit sample, Attachment A.

SECTION 3. All utility installations, maintenance and removals shall be done in accordance with Highway Department typical drawing and specifications, this resolution and any subsequent specifications adopted by the county legislative body. Persons shall pay the salary and expenses for any inspector(s) that the highway department may see fit to place upon the work site to ensure compliance with such technical specifications while any such inspector(s) maybe assigned to the work site. The chief administrative officer, before incurring any expenses expected to be charged to the applicant, shall advise the applicant in writing of this fact.

SECTION 4. The Department of Commerce and Insurance of the State of Tennessee (the "department") requires that all persons contracting to perform construction work within the state be qualified and licensed by the department if the work is equal to or in excess of \$25,000. Requirements for obtaining such a license are determined by the commissioner of the department and may be obtained by contacting the Regulatory Boards Division. All persons and/or the company for which they are employed shall be duly licensed by the department, the state of Tennessee and any other appropriate governmental agency. Proof of a currently valid license shall be presented when request for a permit is made.

SECTION 5. As a condition of the issuance of a permit, applicants must provide proof of liability insurance with a minimum policy in the amount of \$1,000,000.00.

SECTION 6. If the work which is the subject of the permit request is not of an emergency nature, the chief administrative officer may refuse or delay approval of the permit request if approval would unduly interfere with the work of the county highway department or would cause undue inconvenience to the public. However, the chief administrative officer's approval of the permit request shall not be unreasonably withheld. In the event of an emergency, persons will not be required to comply with the regular permitting requirements set forth herein. For purposes of these regulations, "emergency" means an imminent danger to life, health, or property, whenever there is a substantial likelihood that loss of life, health or property will result before the procedures in these regulations can be fully complied with. In the event of an emergency, notice of any work within the county right-of-way shall be given to the chief administrative officer, in writing in the manner provided in Section 2 or by telephone, within two (2) hours of the beginning of any such activity. If notice is given by telephone, the agent of the person making the call shall enter the date and time of the call, the nature, purpose, and location of the work to be performed, the estimated beginning and ending times, and the company or party to be performing the work, on a standard permit request form and deliver it to the chief administrative officer within twenty-four (24) hours.

SECTION 7. The chief administrative officer may require an applicant to post collateral to ensure that the county road and right-of-way will be repaired to the same quality as before the excavation or other work was performed. The chief administrative officer will determine the form, amount and sufficiency of the collateral. Should the chief administrative officer execute settlement of the collateral, the proceeds from such execution shall be payable to the county highway fund in the event the county

right-of-way is damaged by the person posting the collateral and not repaired in the time and manner specified by these regulations. In the event of an emergency, as defined herein, the chief administrative officer may require the person to post collateral as provided herein for non-emergency work as a condition for continuing work in the county right-of-way. In the event work is abandoned for a period of thirty (30) consecutive days or a time period specified in the permit, whichever is less, then the chief administrative officer shall be authorized to execute settlement of the collateral in his sole discretion. The proceeds from such execution shall be used to finish the project and to pay all other reasonable costs associated with the project. Any leftover proceeds will be returned to the applicant.

SECTION 8. Persons shall replace or repair any portion of the pavement, shoulders, bridges, culverts, or any other part of the county right-of-way that may be disturbed or damaged as a result of their work performed in the right-of-way. Repair of road damage includes, but is not limited to, protection of road ditches and banks from erosion through placing growing sod or other erosion control devices as necessary. The county right-of-way shall be repaired following installation, maintenance and/or removal of utilities. The right-of-way shall also be repaired if damaged as a result of future line failure or leakage. The chief administrative officer shall be notified prior to any backfilling or bedding of any utility. In the event a person covers, conceals or obscures work in violation of these regulations or in violation of a directive from the chief administrative officer, such work shall be uncovered and displayed for the county's inspection upon request and shall be reworked at no cost in time or money to the county. Whenever practical, the chief administrative officer, upon the county highway department receiving a permit request, shall inspect the site before the work begins and shall inspect the site after the work is completed. Inspection by an engineering firm, paid for by the applicant and hired or approved by the county, shall be required, at the discretion of the chief administrative officer, for extensive construction or work within the county right-of-way as a condition to issuance of the permit, if, in the opinion of the chief administrative officer, the condition of the roadway or right-of-way has been damaged, the chief administrative officer shall determine the nature of the work necessary to return the roadway or right-of-way to a condition substantially equal to its condition before the work was performed. The chief administrative officer shall give persons written notice of any deficiency in returning the roadway or right-of-way to its proper condition and such persons shall, at no cost in time or money to the county, correct the work rejected by the county as defective. In addition, persons shall reimburse the county for all testing, inspections, reasonable attorney and professional fees, and other expenses incurred as a result of the rejected work. Persons shall correct any deficiency as soon as practicable, and if the corrective work is not completed to the satisfaction of the chief administrative officer within thirty (30) days of the notice of the deficiency, the chief administrative officer shall be authorized to execute settlement of the collateral and use the proceeds to repair the damaged roadway or right-of-way. In the alternative, the chief administrative officer may, in his sole discretion, facilitate the necessary repairs himself, in which event the applicant will reimburse the county highway department for the cost of such repairs. Except in cases of emergency, the chief administrative officer will notify the applicant of the nature and extent of such repairs to be accomplished prior to undertaking the work.

SECTION 9. Persons performing work within the county right-of-way shall be responsible for road damages, personal injury, property damages or any other damages caused by any negligence on their part, including but not limited to, the improper placing of or failure to display construction signs, danger signs, and other required signage and will bear any expense proximately caused by their operation on the right-of-way. This applies whether the applicant or someone acting on the applicant's behalf performs the work. Persons shall provide proper signage, barricades, flashing lights or other methods to warn the public of open trenches, obstructions or other impediments to travel. Signage shall conform to the Manual on Uniform Traffic Control Devices. Persons shall keep all traveled ways clear of obstructions and equipment not directly connected with the project or operation. Any inspection or control exercised by the chief administrative officer shall in no way relieve the applicant from any duty or responsibility to the

general public nor shall such services and/or control by the chief administrative officer relieve the applicant from any liability for loss, damage, or injury to persons or adjacent properties.

SECTION 10. For all utilities located above ground, including location signage, persons shall maintain sufficient weed and brush control within a 10-foot radius such that said utilities are easily visible. Blount County assumes no responsibility for any damage to any utility that is improperly located, signed or maintained for visibility.

SECTION 11. If, at any future time, it should become necessary in the maintenance, construction or reconstruction of a county highway to have applicant's utilities removed in order that said highway maybe properly maintained, constructed or reconstructed or in the event said utilities should, at any time, interfere with the use of said highway, the applicant agrees, upon being requested so to do by the highway department, to remove said utilities promptly, at its own expense and without cost to the highway department, unless any requested removal should be contrary to any law of the State.

SECTION 12. Applicant shall be responsible for any conflicts with other utilities or appurtenances that are on the county highway right-of-way and shall notify the respective owner(s) of any conflicts and secure the owner's permission for any alterations.

SECTION 13. By approving applicant's permit request, the highway department does not grant the applicant any right, title or claim to any highway right-of-way and in granting this permission to go upon the right-of-way does not, in any way, assume the maintenance of the applicant's utilities.

SECTION 14. Approval of an applicant's permit request shall become void if the work that is the subject of the request is not commenced within six (6) months of the date of the permit request.

SECTION 15. The chief administrative officer may employ the county attorney, or other attorney as provided in Tennessee Code Annotated Section 54-7-110, to seek an injunction against any party in violation of these regulations. The chief administrative officer may issue a stop work order if work is being performed in violation of these regulations. Any person violating these regulations shall also be subject to a fine of up to five hundred dollars (\$500) per violation pursuant to Tennessee Code Annotated Section 5-1-121.

SECTION 16. A permit may be denied, suspended or revoked by the chief administrative officer when the chief administrative officer has determined that the operation is not being and/or will not be conducted in a manner as prescribed by applicable regulations, rules, resolutions, ordinances or laws. Any violations deemed of a significant nature by the chief administrative officer, or unwarranted damages done to the highway system, may result in a permit being denied, suspended or revoked. Failure to obtain a permit, abandoning the project, conducting work which is not in accordance with the plans approved by the chief administrative officer or obtaining a permit under the emergency provision when no emergency exists, may also be grounds for denial of future permit requests.

SECTION 17. Pursuant to the Competitive Cable and Video Services Act, Tennessee Code Annotated Section 7-59-310, as a condition of the issuance of a permit allowing for open trenching, the applicant shall provide at least fifteen (15) days' notice prior to the initiation of any work in the county right-of-way to all providers of cable or video services within the county. The notice shall include the particular dates in which the trenches will be available for such cable or video service providers for the installation of conduit, pedestals or vaults, and laterals. This requirement shall be limited to new construction or property development in which utilities will be laid in the county right-of-way.

SECTION 18. In addition to complying with the regulations set forth herein, applicants shall also comply with any and all applicable subdivision regulations.

SECTION 19. In the event of the occurrence of extraordinary circumstances, the chief administrative officer may modify provisions of these regulations to address the particular situation. The burden of proving such extraordinary circumstances rests with the individual seeking relief. Any such approval of a variance from these regulations and any modified conditions or specifications issued by the chief administrative officer shall be in writing.

SECTION 20. These regulations shall be effective from and after _____, 20____. Acknowledgment of receipt of a copy of these regulations shall be a part of the permit request.

SECTION 21. This resolution shall be effective from and after its passage, the public welfare requiring it.

APPROVED this 20th day of November, 2014.

CERTIFICATION OF ACTION

ATTEST

Commission Chairman

County Clerk

Approved: _____
Vetoed: _____

County Mayor

Date

Memo

To: Blount County Planning Commission
From: Building Commissioner
CC: Other planning commissioner members and staff
Date: 10/14/2014
Re: Rezoning Request at 3416 Garner Circle.

Background:

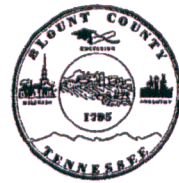
The property owner is requesting that the property at 3416 Garner Circle be rezoned from R-1-Rural District 1 to C-Commercial. This property is located at the Corner of Montvale Road and Garner Circle just north of the intersection with Raulston Road and is identified on tax map 092 and part of parcel 016.03. The remainder of this parcel is on the opposite side of Garner Circle. This request is only for the portion of the property that is bordered by Montvale Road, Garner Circle, Raulston Road, and Zentih Drive. I have hatched the property on the maps that follow in this report.

This property is in the R-1 zone and is located within the urban growth boundary for the City of Maryville. Montvale Road is listed as a major collector road on the road plan for the City of Maryville. In the description for the commercial zone it establishes the purpose of the zone and calls for it to be consistent with the zoning resolution, Public Chapter 1101, and other plans adopted by Blount County. Being located on a major collector road and within the urban growth boundary of Maryville would indicate that this request meets that purpose.

I have included several maps for your review. The first map is simply a copy of the tax map for that area that I took off of the Tennessee Property Assessor's web page. The second is an aerial view from our GIS program. The third is a copy of the GIS Zoning map for that area, and I zoomed out to indicate the proximity of this rezoning related to a rezoning that was approved in 2008. That rezoning is indicated in red. The forth map indicates the urban growth boundary that I mentioned above. I have also included a copy of the official zoning map that shows this parcel being hatched. I have provided these maps in order to paint a very good picture as to where this property is located.

Zoning Request Application

Under the Blount County Zoning Regulations



Department of the Building Commissioner
1221 McArthur Road Maryville, TN 37804
Phone: 865-681-9301 Fax: 865-681-9502

Tax Map/Parcel: 092/16.03 Site Address: 3416 Montvale Rd.
3401 GARNER Circle

Name of Owner Applicant: HERMAN L GARNER

Mailing Address: 2622 Hill Court
Street address
MARYVILLE TN 37803
City State Zip code

Phone #: 982-0488

Type of Permit: Appeal ☐ Rezoning ☒ Special Exception ☐ Variance ☐

Zone: R-1 (Current zoning) Size of lot: 2.30 AC +/-

Notes: Proposed Dollar General Store on site within the
boundaries of MONTVALE Rd, GARNER Circle, Zenith Dr (Closed)
+ Raulston Rd

I, the undersigned being the owner of the property described above, affirm the accuracy of the above information about the property and any proposed structures and uses described. I further acknowledge that it is my responsibility to ensure that such requirements are met during construction of any proposed structure. By my signature, I also give permission for inspection of the property by an authorized agent of Blount County Government for the purpose of enforcing the Zoning Regulations set forth by the Blount County Commission.

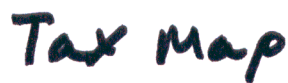
H L Garner
Applicant signature

9-24-14
Date

Fee: \$ 700.00

Cash / Check #: 14168

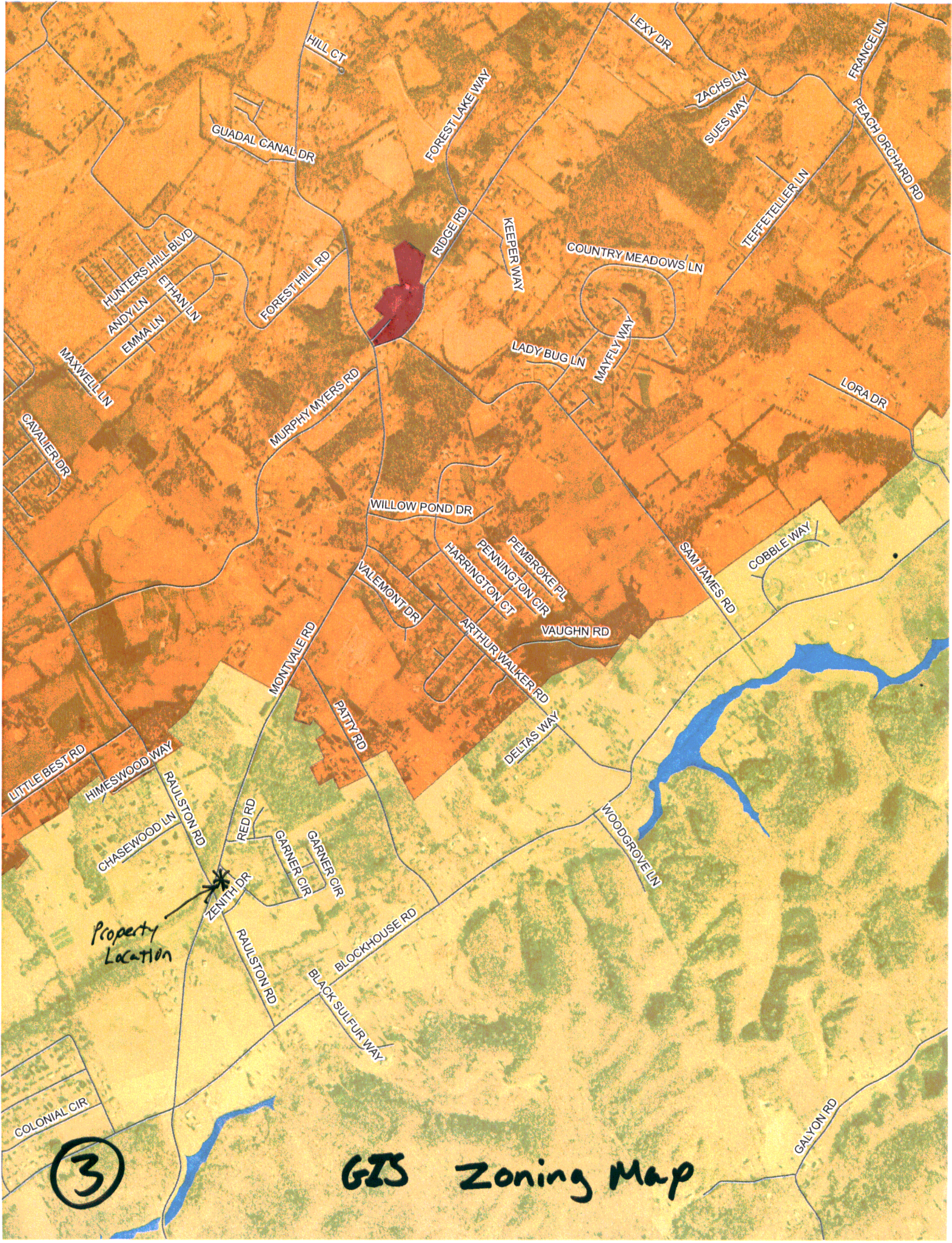
Receipt #: 252587





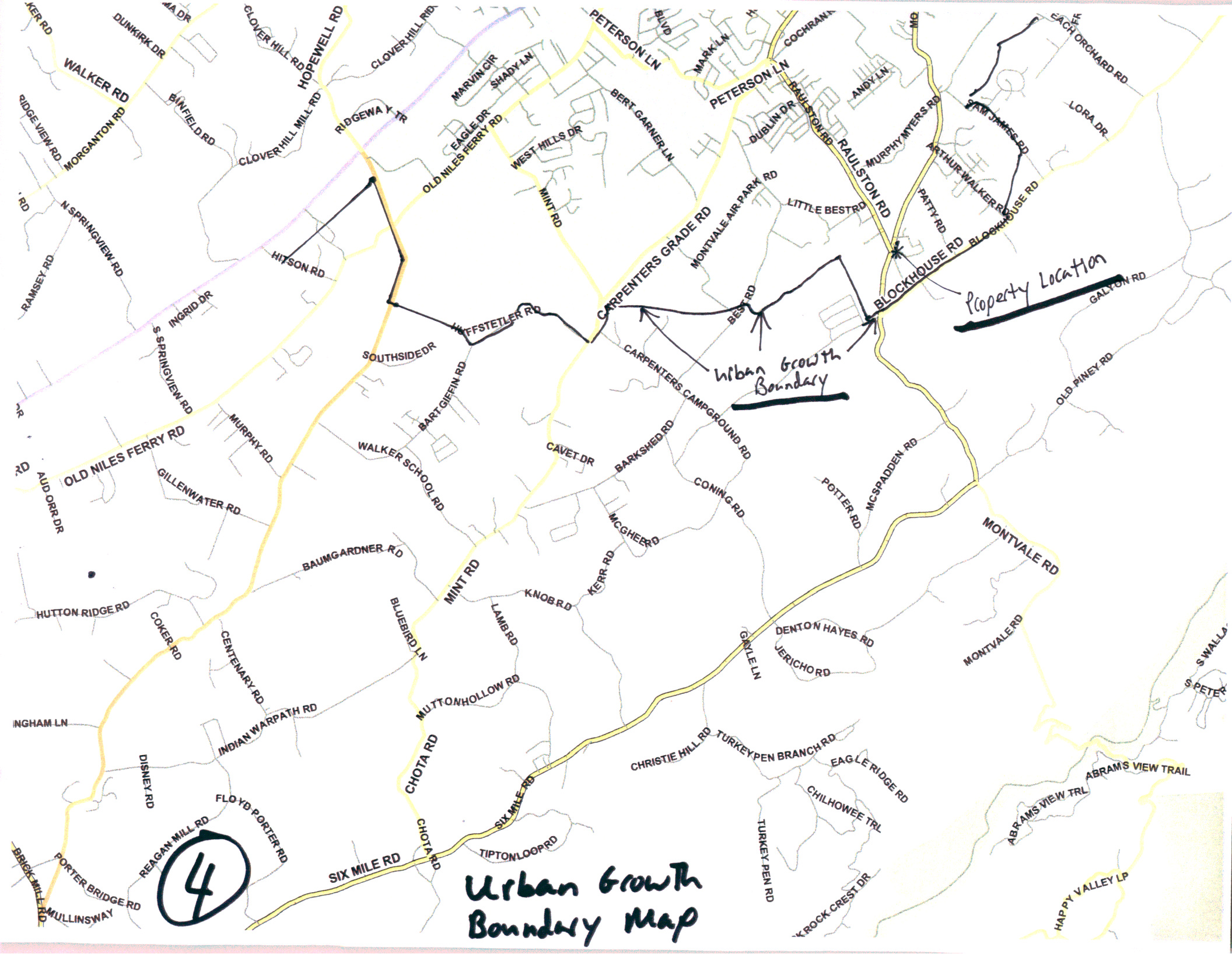
②

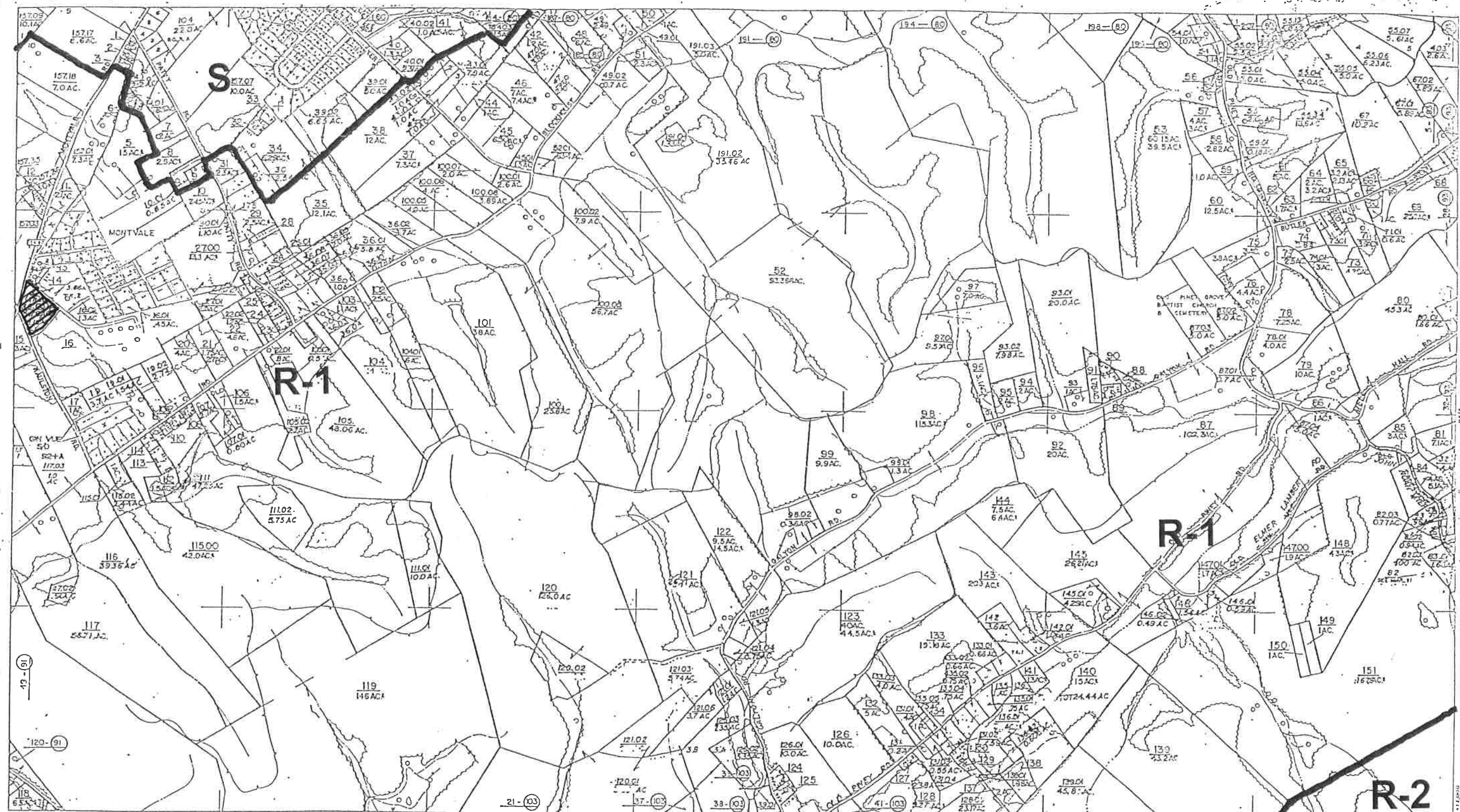
Aerial View



③

GIS Zoning Map





UNITED AERIAL MAPPING
SAN ANTONIO, TEXAS

PARCEL NUMBER
PARCEL MOON
INTERIOR TRAIL LINE
DISTRICT LINE
EX. SURV. LIST BY
PARCEL OUTLINE
RFD AD TOTAL ACRES
SECTION CORNER

PARCEL & CONTROLLING MAP BY
IMPROVEMENT
FENCE
Cemetery
CHURCH
SCHOOL
WOODS AREA
POND

CRICK
STATE LINE
CO. LINE
100 FT. LIMITS
TRANSMISSION LINE
RAILROAD
PISTE LINE

79	80	81
91	92	93
102	103	104

REVISIONS			
1	2	3	4
5	6	7	8
9	10	11	12

BLOUNT CO., TENN.		MAP NO.	
SCALE: 1"=400'		SHEET NO. 8, 9	
DATE OF FILM: MAY, 1944		92	
DATE COMPILED: FEB, 1947			

COPY

Memo

To: Blount County Planning Commission
From: Building Commissioner
CC: Other planning commissioner members and staff
Date: 10/16/2014
Re: Rezoning Request at 4252 E. Lamar Alexander Parkway.

Background:

The property owner is requesting that the property at 4252 E. Lamar Alexander Parkway be rezoned from Rural District One (R-1) to Rural Arterial Commercial (RAC). This property is identified on tax map 060 and parcel 037.00.

This property is in the R-1 zone and is located outside of the urban growth boundary for the City of Maryville. In the description for the RAC zone it establishes the purpose for the zone to be located in the R-1 zone outside of the urban growth boundary and that the property is located on a major four lane arterial road. This property is located with direct frontage on the section of E. Lamar Alexander Parkway (Hwy 321E) that lies outside the urban growth boundary and runs to the intersection with Foothills Parkway. This proposed rezoning is located within the described area that may be considered for a rezoning to RAC.

I have included several maps for your review. The first map is simply a copy of the tax map for that area that I took off of the Tennessee Property Assessor's web page. The second is an aerial view from our GIS program. The third is a copy of the GIS Zoning map for that area, and I zoomed out to indicate the proximity of this rezoning related to rezoned properties in that area. Those properties are indicated in red. I have also included a copy of the official zoning map that shows this parcel being hatched. I have provided these maps in order to paint a very good picture as to where this property is located.

Zoning Request Application

Under the Blount County Zoning Regulations



Department of the Building Commissioner
1221 McArthur Road Maryville, TN 37804
Phone: 865-681-9301 Fax: 865-681-9502

Tax Map (Parcel): 060 037.00 000 Site Address: 4252 E. LAMAR ALEXANDER
PARKWAY, WALLAND TN. 37886

Name of Owner Applicant: THOMAS LEE WILSON AND JOE ^{ALAN} ~~ALAN~~ WILSON

Mailing Address: 2310 CHESTERFIELD DR. ~~MD~~

Street address

MARYVILLE TN. 37803
City State Zip

code

Phone #: 865 - THOMAS LEE WILSON JOE ALAN WILSON
253-1608 865-705-1702

Type of Permit: Appeal _____ Rezoning X Special Exception _____ Variance _____

Zone: _____ Size of lot: 2.60 ACRES

Notes:

WE ARE ASKING THE COMMISSION TO CONSIDER
REZONING OUR PROPERTY TO RURAL ARTERIAL COMMERCIAL
ZONING (R.A.C.Z.), THANK YOU!

I, the undersigned being the owner of the property described above, affirm the accuracy of the above information about the property and any proposed structures and uses described. I further acknowledge that it is my responsibility to ensure that such requirements are met during construction of any proposed structure. By my signature, I also give permission for inspection of the property by an authorized agent of Blount County Government for the purpose of enforcing the Zoning Regulations set forth by the Blount County Commission.

Joe A. Wilson
Thomas Lee Wilson

Applicant signature

10-4-14
10-4-14

Date

Fee: 700⁰⁰

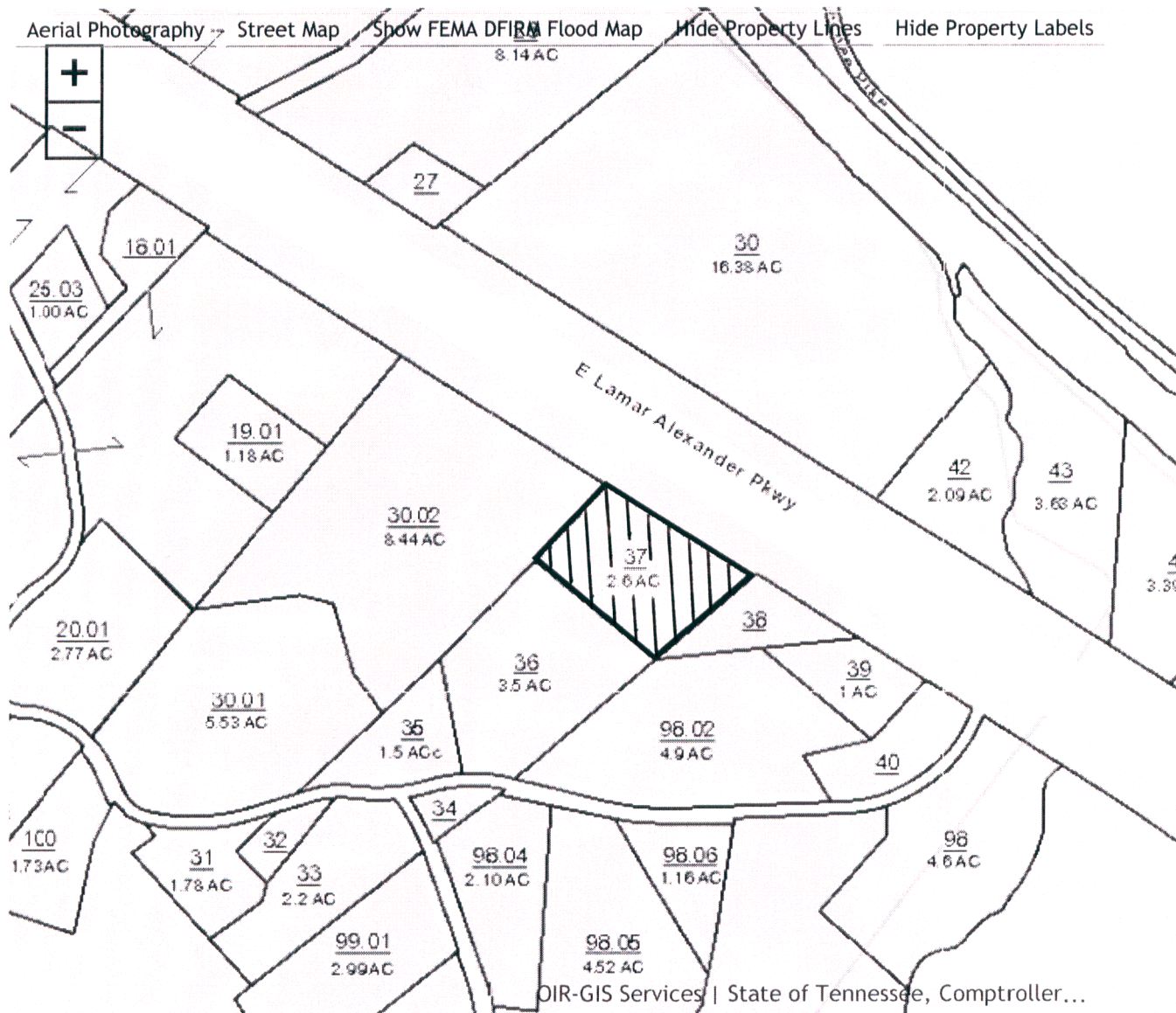
Cash / Check #: # 4328 - # 700⁰⁰

Receipt #: 252603

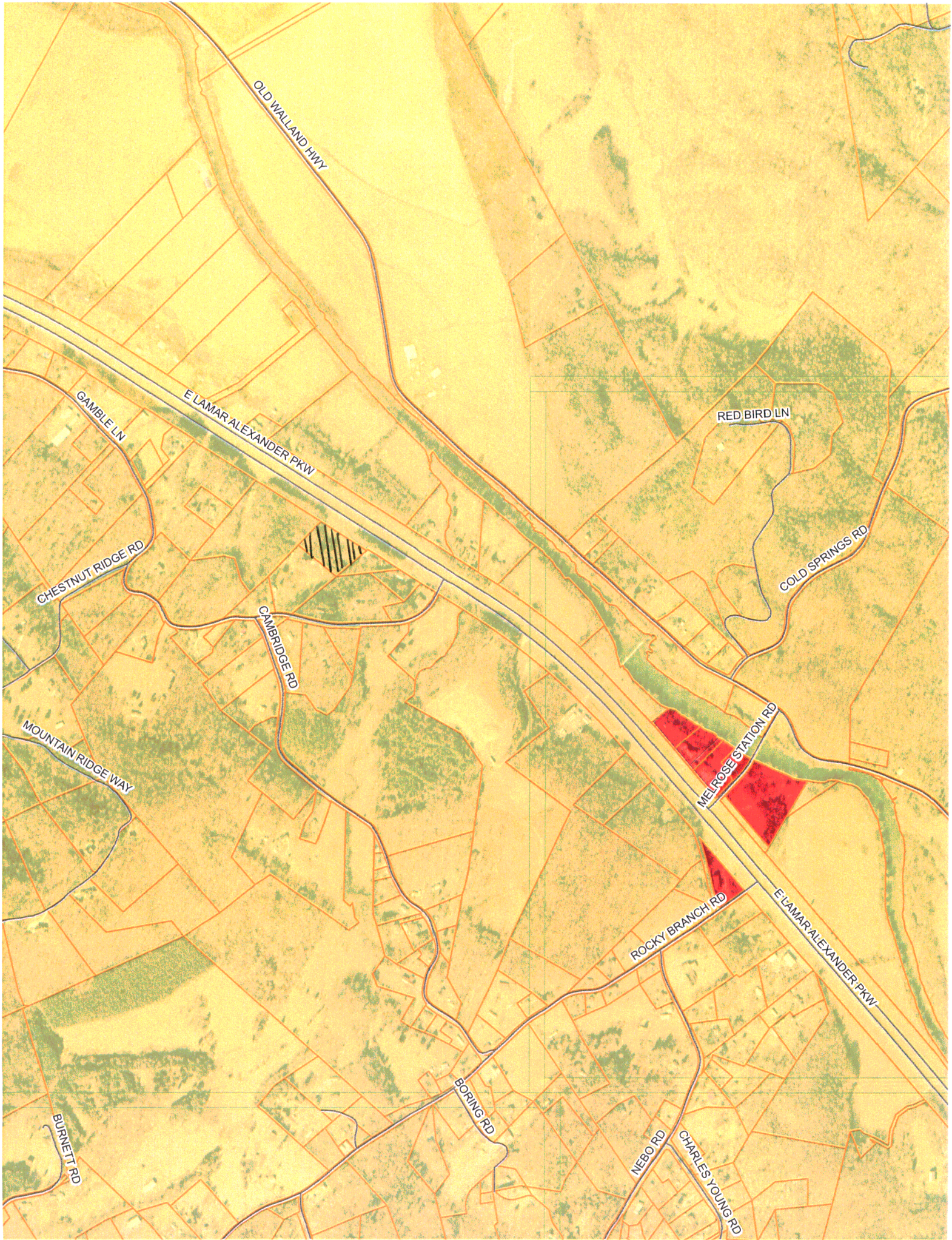
Rev. 4/10



Tennessee Property Viewer









UNITED AERIAL MAPPING
SAN ANTONIO, TEXAS

1. PARCEL NUMBER
2. PARCEL NAME
3. INTERIOR TRACT LINE
4. DISTRICT LINE
5. SUB-LOT OF
6. PARCEL OUTLINE
7. TOTAL ACRES
8. SECTION CORNERS

9. PARCEL & CONTROLLING MAP NO.
10. IMPROVEMENT
11. FENCE
12. CEMETERY
13. CHURCH
14. SCHOOL
15. WOODED AREA
16. POB

17. CREEK
18. STATE LINE
19. CO. LINE
20. CONF. LIMITS
21. TRANSMISSION LINE
22. ROAD
23. RAILROAD
24. RIDGE LINE

48	49	50
51	52	53
54	55	56
57	58	59
60	61	62

REVISIONS			
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

BLOUNT CO., TENN.		MAP NO. 60
SCALE: 1" = 400'	DISTRICT NO.	
DATE OF PLAT: MAY, 1948		
DATE COMPILED: FEB, 1957		

COPY



Blount County Criminal Justice System Assessment

Final Report

MAY 2014

Presented to the
Blount County Board

I L P P

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May 31, 2014

Blount County Commission

Blount County Tennessee

385 Court Street

Maryville, TN 37804

Dear Commission Members, Corrections Committee
Members, Sheriff, and all other Justice System Leaders:

The Institute for Law and Policy Planning (ILPP) is pleased
to present our Final Report of Blount County's criminal
justice system assessment and jail plan.

The County has thus far been very receptive to this study
and report, as demonstrated in the meeting of the review
committee, and in interview with various board members
and justice system officials; and most importantly, in
beginning work on some of the recommendations set out in
the draft report.

No one likes change, and yet with huge costs looming from
potential litigation or building, or both, the stakes could not
be higher in calling strongly for change, now. The County
needs a pre-trial release program, community-based work
and drug-rehabilitation programs in the community, and to
completely rethink the use of its jail.

It is crucial for public safety to punish crime, but it is also
crucial for public finance to do so in the smartest manner,
relying on tough punishment programs and best practice
risk assessment to ration jail beds and make the most of the
current system. Chiefly, crowding must be eliminated, or
the consequences could push the County very far towards
fiscal irresponsibility, or worse.

The new Action Plan that was developed for Blount County
is at the end of this final report. It lays out the key actions
that the County should and perhaps must take to avoid dire
fiscal outcomes and move towards a better corrections
response to the very low crime and serious health issues
currently leading to overuse of the jail.

It has been a pleasure to work with each of you on this
project. The Draft Report generated an unexpected level of
important discussion and agreement regarding priorities

ILPP

2613 HILLEGASS AVENUE

BERKELEY, CA 94704

MAIN: 510.486.8352

FAX: 510.841.3710

WWW.ILPP.ORG

PLANNERS@ILPP.ORG

and funding, and now most of those that have provided us feedback see that it is time to implement a modern, more cost-effective and less expensive and risky criminal justice and jail operation.

We look forward to following Blount County's progress.

Sincerely,

A handwritten signature in black ink, reading "Alan Kalmanoff". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Alan Kalmanoff
Executive Director

Table of Contents

Final Report

1.	Introduction	5
2.	Tracking and Profile Studies	7
3.	Trends and Projections	12
4.	Law Enforcement	37
5.	Jail Operations	41
6.	Facilities	56
7.	Blount County Courts	65
8.	Information Technology.....	76
9.	Behavioral Health	81

Action Plan	85
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Appendices

- A. Summary of Recommendations
- B. Property Owned by Blount County 2014
- C. Interviews and Contacts
- D. Bibliography

Introduction

Overview of the Blount County Criminal Justice System



The study of the Blount County jail and overall justice system immediately moves to a discussion of law and policy, and money.

The current system raises issues of cost and expansion to contend with crowding, but upon analysis, shows serious hidden costs in current assumptions and operations and an avoiding of even worse major policy choices.

There are certainly some serious criminals in the Blount County Jail, and many who require custody to control. Hopefully, custodial sanctions will deter their future behavior and, in the meantime, they will be incapacitated and unable to commit crimes in the community. However, the bulk of the crowding and costs is for minor offenders awaiting trial, addicts who seemingly need treatment in the community, or, scofflaws who sit idle in jail, at taxpayer's expense to pay off their fines and fees. Federal and State per diems (which may well cost the same or more to house than they provide in revenue) take up significant additional space.

To move in a direction of increased effectiveness for corrections and to contain increased costs for operating expenses and capital outlay, the County must face its traditional ideology in view of the facts revealed by the data ILPP has collected and analyzed. The County may decide that the current direction (which includes renting beds for amounts less than the real costs, incarcerating for addiction, and failures to pay fines and fees) is too costly for the psychological benefit of "punishing" jail custody for misbehavior. If so, then the facility "solution" might well be a drug rehabilitation space, best placed in the community, and a staging area for work programs, as well as a study of accounting costs for jail construction operation and renting for Federal inmates. If not, then a large, expensive new jail would be required to continue the current system and avoid litigation, an already current risk. That maintenance of the current policy assumptions will require major new taxation.

In addition, the current practice of allowing the workload to rise to its own level, without intervention or system management, might be replaced with an aggressive effort to reduce the number and characteristics of cases and people flowing into and through the justice system. In practice this will involve reducing intake and length of stay (or processing time) at key decision points throughout the system.

These hard choices may well require a different process than the current study. In such a process— a political and policy process— the citizens might be called upon by their elected leaders to meet publicly and consider their values for crime and punishment, drug use and rehabilitation, and working off social obligations versus using the jail as a “debtors’ prison,” along with new taxes and the political and fiscal risk that accompany it. Such a process can be quick and easy or long and hard; it’s not easily predicted. ILPP has facilitated and led this process in many counties over the years, and it’s never the same twice!

This final report provides a general road map to both encourage and challenge justice system leaders to achieve the justice system’s potential to do good work, to punish cost effectively, and restore as well as process cases based on risk so that the community obtains maximum benefit that it can afford. The research and planning set out herein is as close to state of the art in jail planning as possible. It follows the Department of Justice, Bureau of Prisons and National Institute of Corrections “total systems planning” model. It is based on the numbers and dollars at stake, as well as the current and expected future justice system outcomes.

This report presents key findings, national best practice for context, and includes detailed recommendations.

Tracking and Profile Studies

Data Analysis of the Blount County Jail and Justice System



Introduction

Jail population studies are an integral part of ILPP's evaluation of criminal justice system operations. Two types of studies are conducted to determine how criminal justice resources are currently used and to identify system issues that can be addressed through more effective and/or efficient system management. The inmate *tracking analysis* looks at arrestees booked into the jail over a given time frame and the inmate *profile analysis* provides a snapshot of a jail's population on a given day.

Profile Analysis

A profile, or "snapshot," of the jail population on a given day can be used to determine current housing needs and classification levels for the jail, as well as long term facility planning. As with the inmate tracking studies, an inmate profile analysis can identify system issues that affect the use of the jail and efficient allocation of criminal justice resources.

The figures of the tracking analysis often differ from the profile analysis due to the nature of the data. The tracking analysis depicts "who is coming into the jail," while the profile analysis illustrates "who stays in jail." Contrasting the two data sets often yields insight about how the system utilizes the jail and approaches criminal case processing.

The profile sample for Blount County was taken on November 20, 2013. The jail population for the day was 524 inmates. A random sample of 150 was drawn and used for the analysis below.

Demographics

Table 1: Sex

Male	75%
Female	25%

Table 2: Race

Black	90%
White	9%

Other	1%
-------	----

Table 3: Age

17-23 years old	13%
24-29 years old	30%
30-35 years old	23%
36-41 years old	12%
42 or older	30%

- The average age of inmates (i.e., mean) in the tracking sample was 33 years old.

Table 4: Residence

Maryville	38%
Knoxville	8%
Walland	5%
Louisville	5%
Alcoa	4%
Friendsville	4%
Other	36%

- The vast majority of inmates (99%) were residents of Tennessee.

Table 5: Employment Status

Unemployed	65%
Employed	32%
Disabled/Retired	3%

Table 6: Education Status

High School Graduate	51%
GED	28%
Some School	21%

Charge and Offense Related Factors

Table 7: Arresting Agency

Sheriff	47%
U.S. Marshal's Service	21%
Tennessee DOC	21%
Maryville PD	6%
Alcoa PD	3%
Other	2%

Table 8: Offense Level

Felony	52%
Misdemeanor	27%
Federal	21%

Table 9: Offense Type

Probation Violation	41%
Federal Status	21%
Violence	10%
Property	7%
DUI	5%
Drug	5%
Contempt	5%
Other	6%

- Roughly two-thirds of the probation violators (64%) were from the Circuit Court and the remaining third were from the General Sessions Court (36%).

Table 10: Court

Circuit	51%
General Sessions	27%
Federal	21%
Other	1%

Inmate Statuses

Table 11: Inmate Statuses (as of November 20, 2013)

Sentenced (<i>n</i> =69)	46%
Pretrial (<i>n</i> =49)	33%
Federal (<i>n</i> =32)	21%

- One third of the profile sample (33%) was sentenced to local confinement and the average sentence length was 164 days (median sentence length was 150 days).
- Thirteen percent of the profile sample was sentenced to the Tennessee Department of Corrections for an average term of 32 months (median sentence length was 24 months).
- Fourteen percent (*n*=21) of the profile sample had an active hold by another agency. Approximately one-fifth of the pretrial detainees (18%, *n*=9) had an active holder.
- A vast majority of the sentenced inmates (83%) were detained during the pretrial phase, often on a probation violation.

Table 12: Inmate Classification Level, Under Jail's System

Minimum	26%
Medium	65%
Maximum	9%

Average Length of Stay (ALOS)

Table 13: Overall Length of Stay

1-7 days (<i>n</i> =14)	9%
8-30 days (<i>n</i> =40)	27%
31-60 days (<i>n</i> =22)	15%
61-90 days (<i>n</i> =29)	19%
91-120 days (<i>n</i> =18)	12%
121-180 days (<i>n</i> =16)	11%
181-365 days (<i>n</i> =7)	5%
365 days or more (<i>n</i> =4)	3%

- The overall average length of stay for the profile sample was 71 days (median length of stay: 53 days).¹

Table 14: ALOS by Offense Level

Felony (<i>n</i> =73)	81 days
Federal Status (<i>n</i> =31)	71 days
Misdemeanor (<i>n</i> =40)	54 days

Table 15: ALOS by Offense Type

Violence (<i>n</i> =12)	129 days
Theft (<i>n</i> =11)	117 days
Drug (<i>n</i> =7)	71 days
Federal Status (<i>n</i> =31)	71 days
DUI (<i>n</i> =7)	62 days
Probation Violation (<i>n</i> =60)	61 days
Contempt (<i>n</i> =6)	40 days
Other (<i>n</i> =10)	49 days

Table 16: ALOS by Inmate Status (as of November 20, 2013)

Sentenced (<i>n</i> =68)	83 days
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¹ Extreme cases were removed (*n*=6) to avoid skewing mean; thus sample is reduced to 144 inmates.

Federal Status (<i>n=31</i>)	71 days
Pretrial (<i>n=45</i>)	54 days

Pretrial/Probation Violations

- 41% of the pretrial population is being held on a pending probation violation (i.e., a PV was the most serious charge) with no bond.
- 57% of the pretrial population had a PV (difference to above due to the PV not being the most serious charge)
- 57% of the pretrial population was being held without bond because they had a PV pending. Hence, the Courts employ PV's to deny bond to persons charged with a new offense while on active probation.

Trends and Projections

Historic and Projected Crime and Justice Trends



Projections

Changes in the Population of Blount County

During the decade 2000-2010, the Blount County population increased 16.4% from 105,823 to 123,010.² This translates into an average population increase of 1.64% per year. By this measure, then, one might expect crime and the workload of the justice system to increase proportionately, or by 1.64% each year. In addition, this 1.64% increase per year might be used to project the expected size of the jail population(s) of the future.

But, crime is a young man's game. Experts agree that changes in the "crime prone" age groups drive increases and decreases in crime and adult arrests. For this reason, it is important to examine the composition of age segments of the Blount County population.

One local source provided a useful table that shows substantial shifts in the County demographics from 2000 through 2014 (estimated).³

Table 17: Changes in Blount County Population, By Age Group, 2000 To 2014

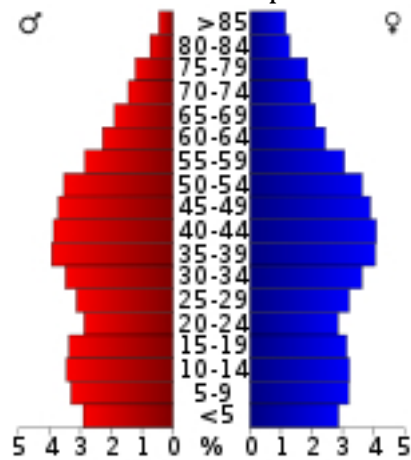
	Age 0-17	Age 18-44	Age 45-64	Age 65+
Blount Co. in 2000	17,224	28,390	19,876	9,711
Blount Co. in 2014 (estimated)	20,471	30,613	29,013	14,583
% Change 2000-2014 (estimated)	18.9%	7.8%	45.9%	50.2%

Note how Age 18-44 is projected to increase by only 7.8% from year 2000-2014, much slower than the other age groups. This demographic is favorable in terms of public safety. It argues for slow growth in crime and justice system workload. The Age 65+ group is vastly underrepresented as offenders and victims. They have a disproportionate fear of crime, however, when compared to their actual

² U.S. Bureau of the Census. Year 2000 Blount County population accessed at: <http://censusviewer.com/state/TN>, and year 2010 Blount County population accessed at: <http://quickfacts.census.gov/qfd/states/47/47009.html>

³ Maryville-Alcoa-Blount County Comprehensive Parks and Recreation Master Plan. P 2.3

victimization rates. And because they vote more often than other age groups, they tend more to drive public safety policy choices.



“In forecasting and planning recreation development, it is important to look at the demographic age segments and projections... special consideration should be given to the large baby-boom population segment as it moves from the Age 45+ group to the Age 65+ group.”¹ The demographic shift is illustrated in a population pyramid graphic, left.¹

Projections of the future County population to 2030 appear in the following table:⁴

Table 18: Projections of the Blount County Population, Each Five Years, Through 2030

2010 (actual)	2015	2020	2025	2030
123,010	131,578	139,725	147,612	154,987
Percent Change from 2010	7.0%	13.6%	20.0%	30.0%
Percent change each 5 years	7.0%	6.2%	5.6%	5.0%

The new Blount County population projections for 2015, 2020, 2025 and 2030 are considerably lower than earlier estimates, presented in the Minutes of the Ad Hoc Committee to Study Jail Overcrowding (minute of 4 September 2012), and used as a basis for projecting the future jail population in the report prepared by Jim Hart.⁵

These projections will be continually revised. At present, it appears the rate of total population growth will slow from 2020 through 2030. This population is also aging, so the crime prone segments of the population are growing at a much slower rate. These very favorable population dynamics need to be factored into any attempt to project the justice system workload of the future.

Changes in Crime, Adult Arrests, Criminal Court, and Jail Indicators

Ideally, it would be useful for planning purposes to have countywide adult crime and adult arrest data for the years 2000-2010, and up to the present. This would allow an assessment of whether the number of crimes and adult arrests have been increasing, and also reveal whether the crime and adult arrests rates per 100,000 people have been changing. This information could be used to determine whether

⁴ Tennessee State Data Center, Center for Business & Economic Research. Tennessee County Population Projections 2011-2064. This file can be accessed at: <http://tndata.utk.edu/sdcdemographics.htm>

⁵ Blount County Jail: Jail Expansion Evaluation by Jim Hart, University of Tennessee, 23 June 2013.

the current response to crime and the resources consumed to respond are reasonable, and to make estimates of future workload.

While the numerous law enforcement agencies within Blount County keep counts of crimes and arrests, and most report this information to the State, there is no aggregation of this information at the countywide level. Moreover, the completeness and quality of the reporting is uneven across agencies. *Blount County needs to aggregate crime and arrest info to create a countywide profile and history so that they can attack a problem they are not now measuring.*

The statistical Analysis Center of the Tennessee Bureau of Investigation publishes an annual statewide report detailing reported crime and arrests, by agency.⁶ The latest available report is “Crime in Tennessee 2012”.⁷ The following two tables summarize the Tennessee Statewide Crime and Adult Arrest information.

Table 19: Crimes Reported, Tennessee Statewide: Three Year Comparison⁸

	2012	2011	2010	2011- 2012	2010- 2011	2010 - 2012
	Number	Number	Number	% Change	% Change	% Change
Crimes Against Person	161,651	163,041	165,957	-0.85%	-1.76%	-2.59%
Crimes Against Property	322,713	342,608	347,994	-5.81	-1.55%	-7.26%
Crimes Against Society	82,237	77,373	73,699	6.29%	4.99%	11.58%
Total Crimes Reported	566,601	583,022	587,650	-2.82%	-0.79%	-3.58%

The tables show that neither crime nor adult arrests have been increasing. This mirrors a nationwide trend. We do not know the situation in Blount County (because the data has not been aggregated together on a county-wide basis), but because of the demographic trends discussed above, it is probable that crime and

⁶ These reports can be accessed at:

http://www.tbi.tn.gov/tn_crime_stats/publications/2012%20Crime%20in%20Tennessee%20Final.pdf

⁷ Access Crime in Tennessee 2012 at

http://www.tbi.tn.gov/tn_crime_stats/publications/2012%20Crime%20in%20Tennessee%20Final.pdf

⁸ Crime in Tennessee 2012, p. 55. The table details the specific crimes in each category. It can be accessed at

http://www.tbi.tn.gov/tn_crime_stats/publications/2012%20Crime%20in%20Tennessee%20Final.pdf

adult arrests in Blount County have been declining or remained stable over the past few years.

Table 20: Adult Arrests, Tennessee Statewide: Three Year Comparison⁹

	2012	2011	2010	2011- 2012	2010- 2011	2010 - 2012
	Number	Number	Number	% Change	% Change	% Change
Crimes Against Person	50,889	52,675	51,906	-3.4%	-1.5%	-2.0%
Crimes Against Property	58,982	63,129	61,614	-6.6%	2,5%	-4.3%
Crimes Against Society	59,058	59,178	58,127	-0.2%	1.8%	1.6%
Total Adult Arrests	168,929	174,982	171,647	-3.5%	1.9%	-1.6%

Criminal Court Workload Indicators

ILPP gathered Blount County and Statewide data that describe court filings and dispositions since 2000.¹⁰ This data set is our first opportunity to get a countywide view of the workload flowing into the local criminal justice system.

The following tables summarize Blount County criminal filing and disposition trends over the period 2000-2012, and compares Blount County with statewide averages.

Criminal Court Filings

The first table simply compares the number of filings and dispositions for FY 2000-2012. It shows the Total number of Criminal Court filings in Blount County increased by 97.2% while the statewide number increased by 29.3%. This is a very

⁹ Crime in Tennessee, 2020, p. 60. Access at: http://www.tbi.tn.gov/tn_crime_stats/publications/2012%20Crime%20in%20Tennessee%20Final.pdf

¹⁰ These annual statistical reports are available at TN Courts.Gov and can be accessed at: <http://www.tncourts.gov/media/statistical-reports> The Blount County filings appear at page 67 of the 2000-2001 Annual Statistical Report. The Statewide figures appear at page 51. The Blount County filings appear at page 67 of the 2011-2012 Annual Statistical Report and the statewide data appears at page 20.

substantial difference.¹¹ When compared to statewide averages, this suggests a great deal more than “an active local justice system”.

Table 21: Percent Increase in Criminal Court Filings, 2000-2012, Blount and Statewide

	Blount County	Statewide
Total Filings 2000-2011	990	133,781
Total Filings 2011-2012	1,952	172,979
Percent Change	97.2%	29.3%

The second table shows the filing rates per 100,000 population. This measure accounts for any differences in the growth of the county and/or statewide populations during this period. This table, too, shows a very substantial difference in the growth in filing rates per 100,000 population.

The Blount County 2011-2012 filing rate (1,571.9) is much lower than statewide rate (2,679.8). This indicates Blount has much less criminal activity than statewide and that it is a much safer place to live and work.

Table 22: Percent Change in Criminal Court Filings Rate per 100,000, Blount County and Statewide, 2000-2012

	Blount Co. Crim. Filings	Blount Co. Rate	Statewide Crim. Filings	Statewide Rate
Total Filings 2000-2011	990	935.5	133,781	2,351.5
Total Filings 2011-2012	1,952	1,571.9	172,979	2,679.8
Percent change in rate		68.0%		13.9%

Criminal Court Dispositions

Criminal Court Filings result in Criminal Court Dispositions of various types. Here, too, there are substantial differences in the Blount County and Statewide profiles.

The following table shows the number of Blount County Criminal Court Dispositions increased by 78.6% between 2000-2012, as compared to an increase of 29.3% statewide. This is a substantial difference and, again, indicates active justice processes at work in Blount County that produce a larger workload than expected.

Table 23: Percent Change in Criminal Court Dispositions, Blount County and Statewide, 2001-2002 and Statewide.

¹¹ The countywide population increased by 19.1% over this same period. This is further evidence of an active justice system. It also illustrates the problem of relying on projections of the general county population, alone, to mirror future justice system workload estimates.

	Blount County Crim. Dispositions	Statewide Crim. Dispositions
Total Dispositions 2000-2001	1,208	134,015
Total Dispositions 2011-2012	2,158	173,330
Percent Change	78.6%	29.3%

ILPP calculated disposition rates per 100,000 population. The results are as follows:

Table 24: Percent Change in Rate per 100,000 Population of Criminal Court Dispositions in Blount County and Statewide, 2000-2012.

	Blount Co. Crim. Dispos.	Blount Co. Rate	Statewide Crim. Dispos.	Statewide Rate
Total Dispos 2000-2011	1,208	1,141.5	134,015	2,355.6
Total Dispos 2011-2012	2,158	1,737.8	173,330	2,685.2
Percent change in rate		52.2%		13.9%

The table shows that the Blount County total dispositions rates per 100,000 are much lower than the comparable statewide rates for each year. This, again, shows there is much less criminal activity in Blount County. However, the table also shows the number of criminal court dispositions per 100,000 increased much more rapidly in Blount county (52.2%) than statewide (13.9%).

Comparisons between Blount County and Statewide show great differences in the dispositions of criminal matters, by type of disposition, seen below:

Table 25: Criminal Court Dispositions in Blount County and Statewide, 2011-2012, Number, Percent of Total, and Rate per 100,000 Population.

	Blount Dispos	State wide Dispos	% of Blount Dispos	% of State wide Dispos	Blount Rate	State wide Rate
Total Dispositions	2,158	173,330	100%	100%	1737.8	2685.2
Prob Violations	757	26,584	35%	15%	609.6	411.8
Acquittal	6	649	0.3%	0.4%	4.8	10.1
Convicted after trial	44	5,083	2%	3%	35.4	78.7
Dismiss/NollePros	129	64,857	6%	37%	103.9	1004.8
Guilty as Charged	1,751	74,984	81%	43%	1410.1	1161.7
Guilty, lesser Plea	0	9,207	0%	5%	0.0	142.6
Other	46	9,247	2%	5%	37.0	143.0
Pretrial/Judicial Diversion	158	6,401	7%	4%	127.2	99.2
Retired/unapprehended	1	2,618	0%	2%	0.8	40.6

Transfers to other court	23	284	1%	0.2%	18.5	4.4
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For example:

- The Blount County Probation Violations disposition category accounts for a full 35% of total Blount County criminal case dispositions, compared to 15% statewide; and, the Blount County rate per100,000 (609.6) is higher than the statewide rate (411.8). This is a 48% percent difference. It is possible that either the violation rate in Blount is much higher than elsewhere or there are a lot more people on probation in Blount County than elsewhere in the State.

The Ad Hoc Committee to Study Jail Overcrowding Meeting Minutes of 4 September 2012 report there are approximately 1,800 clients on probation. Without comparable probation counts, statewide and in other counties, it is impossible to know if probation is used more or less extensively in Blount County. In any event, a probation caseload of 1,800 presents a large reservoir of potential admissions to the jail.¹² And, according to the 2011-2012 criminal court disposition data, the probation caseload is generating in the neighborhood of 757 probation violation dispositions a year. That is the equivalent of 42% of the 1,800 probationers per year.

- The Dismiss/NolleProsecution disposition option was used to dispose of 6% of Blount County criminal matters, compared to 37% statewide; the percentage of Blount dispositions accomplished via “Guilty as Charged” (81%) was almost double the statewide percentage (43%). And the Blount County rate per 100,000 (1,410.1) was much larger than statewide (1,161.7). **ILPP believes that there is a cause and effect relationship between the low level of resources devoted to defense and the data showing double the guilty dispositions.**

The Jail

There has been a steady increase in the average annual jail population. This is also the case if the Federal inmates are excluded, though the increase is less dramatic. The annual number of bookings has ranged from 6,383 to 8,170, but has not followed a steady rise, peaking in 2007, and declining since then.

Table 26: Average Daily Populations and Percent Charged as Misdemeanant or Felon, Blount County Jail, 2001-2013¹³

	Average	Average	Total	Charged	Charged	%
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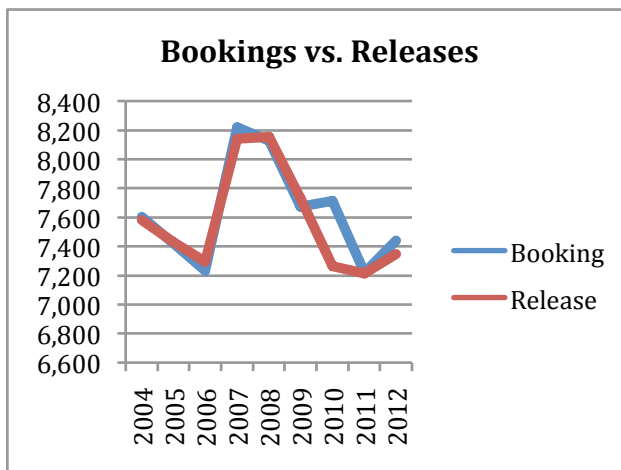
¹² Source: Ad Hoc Committee on Jail Overcrowding, Meeting Minutes of 4 September 2012 indicate an estimated 5,000 outstanding warrants. These could also eventually produce an increase in jail bookings.

¹³ Ad Hoc Committee to Study Overcrowding at the Blount County Jail, Meeting Minutes of 4 September 2012. Data prepared by Jeff French.

	Daily Population (Including Feds)	Daily Population (excluding Feds)	Inmates Booked Into Jail	As Misd.	As Felon	charged as Misd.
2001	283	210	6383	6365	810	n/a
2002	313	233	6993	6179	814	13%
2003	326	223	7569	5166	2403	47%
2004	334	195	7409	5306	2103	40%
2005	356	213	7549	5506	2043	37%
2006	343	232	7554	5401	2153	40%
2007	372	245	8170	6084	2086	34%
2008	405	249	8142	6034	2108	35%
2009	425	287	7701	5774	1927	33%
2010	393	301	7343	5165	2178	42%
2011	473	366	7238	5149	2089	41%
2012	488	400	n/a	3231	1435	44%**
2013	509	405	n/a	n/a	n/a	n/a

* error in data provided. 810+6365 does not total 6,383

** data for a portion of the year; n/a = data not available



The chart, left, tracks the total number of bookings and releases each year from 2004 to 2011.¹⁴ Despite variation from year to year, the number of bookings and releases seem to balance out in any given year.

Since the average daily population (“ADP”) is the result of the number of bookings and length of inmate stays, it appears as if changes in the average length of inmate stays is

what has been driving the jail population occupancy levels higher, particularly since 2007. Note the table shows that the percentage of the jail population charged as Misdemeanants has been growing.

A recent study provides a snapshot of the time in custody.¹⁵ In Blount County, only 167 (21%) of the total 780 releases in the study were released in less than one day.

¹⁴ Source: Blount County Jail: Jail Expansion Evaluation by Jim Hart, University of Tennessee, 23 June 2013.

¹⁵ Blount County Jail: Jail Expansion Evaluation by Jim Hart, University of Tennessee, 23 June 2013.

This is unusual. In many jails a much larger portion of arrestees are released before twenty-four hours has expired. The Blount County data suggests that there may be room to reduce the average length of stay of inmates in the Blount County Jail.

Table 27: Time In Custody, Blount County Jail, 2011, 2012, and 2013.¹⁶

Time in Custody	2011	2012	2013
at Release –Males & Females	(days)	(days)	(days)
Less than 24 hours	179	178	167
1-2 days	116	116	99
3-7 days	161	159	132
8-14 days	87	78	58
15-30 days	72	77	84
31-45 days	104	116	184
91-180 days	56	61	32
181-365 days	35	31	23
1 year +	3	3	1
Total sample	813	819	780

Comparing Blount County Jail Incarceration Rates With Statewide Averages

How many jail beds are needed in Blount County? The crime and adult arrest information that might begin help answer this question is not available for analysis. Ordinarily, one would begin by comparing Blount County crime and adult arrest rates per 100,000 population with statewide averages, or with a series of counties of comparable size and circumstance. That would provide a beginning basis for sizing the jail bed requirements. If this comparison were done, ILLP would expect the Blount County rates per 100,000 population to be substantially below the statewide average rates. Without the data, it is difficult to estimate how much lower the Blount County rates might be expected to be.

Accordingly, a substitute approach is to compare rates per 100,000 on a series of Justice System processing indicators that ARE available. The idea is to compare Blount County rates per 100,000 with statewide averages to establish a reasonable expected ratio between the Blount County and Tennessee statewide rates per 100,000. In most cases, this ratio is expected to show the Blount rate as a percent of the statewide rate.

¹⁶ Blount County Jail: Jail Expansion Evaluation by Jim Hart, University of Tennessee, 23 June 2013. Pages 4-6. Totals have been recalculated from the original.

The indicators are presented in Table 28, below. An example may help introduce the concept and prepare the reader to absorb and better understand the information presented in the table:

The number of criminal filings in Blount County in FY2012 converts to a filing rate of 1,571.9 filings¹⁷ per 100,000 population. The comparable statewide criminal filing rate was 2,679.8 criminal filings per 100,000 population.¹⁸ Thus, the Blount County criminal filing rate is 58.7% of the statewide rate. The 58.7% figure is a potential benchmark for subsequent justice processing rates, i.e. we would expect other justice indicators to be about 58.7% of the comparable statewide rates.

There are many cases in which a Blount County rate per 100,000 population exceeds 58.7% of the statewide rate, and, surprisingly there are instances in which a Blount County rate even surpasses the statewide rate. These instances reflect an unexpectedly elevated Blount County rate per 100,000. They identify points in the justice system where changes in policy and practice could reduce the justice system workload in Blount County.

But there are a few instances in which the Blount County rate per 100,000 population is lower than expected, too, and these are also worthy of examination because additional justice system capacity may be needed.

Indicators 1-10 all apply to the jail.

- The Blount County Jail Bed capacity (row 2) is 54.5% of the statewide rate, slightly below the 58.7% hypothetical benchmark. (The 58.7% benchmark may be revised by further research or by policy choice. Think of it as an initial guide).
- The 2013 Average Blount County Jail population (row 3) is 92.1% of the statewide average. This percentage is elevated above the expected 58.7% mark because the County has elected to house Federal prisoners in the jail.

Table 28: Comparative Rates per 100,000 Population, Blount County Compared to Statewide Averages¹⁹

¹⁷ All of these filings are counts, not cases. See State Court Annual Statistical Report footnotes to each table.

¹⁸ The State Court Annual Statistical Report, 2012 can be accessed at: <http://www.tncourts.gov/media/statistical-reports> The Blount County filings appear at page 67 of the 2011-2012 Annual Statistical Report and the Statewide data appears at page 20.

¹⁹ Data calculated from monthly and annual Jail Summary reports provided by the Tennessee Department of Correction. These reports can be accessed at: <http://www.tn.gov/correction/planning/jailsummary.html>. Definition of terms: TDOC BACKUP = Felon inmates sentenced to TDOC custody and held in local jails while awaiting transfer to a TDOC institution; LOCAL FELON = Convicted felons serving time in a local jail because of a contract with TDOC and/or convicted felons serving a split confinement sentence; Other Convicted Felons =

	Indicator	Blount County Rate	Statewide Average Rate	Blount Rate as % of Statewide
1	Blount County Jail Indicators -2013			
2	Total Jail Bed Capacity	273.0	501.1	54.5%
3	Total Jail Pop (2013)	397.0	431.2	92.1%
4	Total Jail Pop. less Feds	315.9	418.2	75.5%
5	Total Jail Pop. less Feds & St.	263.6	343.7	76.7%
6	Local Felons & Other Conv. Felons	41.3	77.9	53.0%
7	Convicted Misdemeanants	51.5	75.2	68.5%
8	All Pretrial	171.6	190.5	90.1%
9	Pretrial Felons	111.5	133.3	83.6%
10	Pretrial Misdemeanants	60.1	57.3	104.9%

- The Blount County Jail population rate, excluding the Federal and State prisoners, (row 5); that is, the “local prisoners” is 75.5% of the Statewide average rate per 100,000 population. This is far higher than the expected 58.7% benchmark. It means that the number of local prisoners is much larger than expected.
- The Local Felon and Other Convicted Felon inmate population rate (row 6) is 53.0% of the state rate, close to the 58.7% benchmark.
- All the indicators in rows 7-10 are elevated well above the expected 58.7% benchmark. Compared to statewide practices, Blount houses a much larger pretrial population and a much larger misdemeanor population than expected. This is the policy oriented “soft spot” where much can be done to reduce the size of the local jail inmate population.

Indicators 11-24 all apply to the Filings and Disposition of Criminal matters.

- The Total Criminal Court Filing rate (row 12) and the Total Criminal Court Dispositions rate (row 14) are 58.7% and 64.7% of the statewide rate, a comparison that is about as expected.

Convicted felons awaiting sentencing or not yet ready for transfer to TDOC because of other pending charges. Includes technical violations awaiting probable cause/revocation/recision hearing or adjudication of pending charges; CONVICTED MISDEMEANANTS = inmates serving time because of a misdemeanor conviction. PRE-TRIAL FELONY DETAINEES = Inmates charge with a felony but not yet convicted;

PRE-TRIAL MISDEMEANANTS = Inmates charged with a misdemeanor but not yet convicted;
OTHERS=Inmates held in local facilities for federal crimes, city ordinances, etc. TOTAL JAIL POPULATION= the above categories, added together, should equal this number.

Table 29: Comparative Rates per 100,000 Population, Blount County Compared to Statewide Averages (Continued)²⁰

	Indicator	Blount County Rate	Statewide Average Rate	Blount Rate as % of Statewide
11	Criminal Court Indicators- 2012			
12	Criminal Court Filings	1571.9	2679.8	58.7%
13	Probation Violation Filings	675.6	449.6	150.3%
14	Criminal Court Dispositions	1737.8	2685.2	64.7%
15	Probation Violations	609.6	411.8	148.0%
16	Not Convicted	108.7	1014.9	10.7%
17	Acquittal	4.8	10.1	47.5%
18	Dismiss/NollePros	103.9	1004.8	10.3%
19	Convicted	1445.5	1383.0	104.5%
20	Convicted After Trial	35.4	78.7	45.0%
21	Guilty As Charged	1410.1	1161.7	121.4%
22	Guilty – Lesser Plea	0.0	142.6	142.6%
23	Pretrial/Judicial Diversion	127.2	99.2	128.2%
24	Other Disposition	37.0	143.3	25.8%

- The Probation Violation Filings rate (row 13) and Probation Violation Disposition rate (row 15) are 150.3% and 148.0% above the statewide averages. They far exceed the expected 58.7% benchmark. This deserves study and attention. It suggests a high probation violation rate and/or many more people on probation than in other counties. In terms of jail bed space planning, this is a group that could occupy a good number of jail beds. *Is there an unusually high violation rate? Are there more on Probation than expected? Is this a way of converting local offenders into “state inmates”?*
- Row 16 shows the Blount County “Not Convicted” rate was 10.7% of the statewide average, while the Blount County Convicted rate (row 19) is 104.5% of the statewide rate. Both of these indicators are at the extreme, but the reasons for these Blount versus Statewide differences in rates per 100,000 population are not clear. *This data very strongly suggests strengthening the defense function.*

²⁰ The Criminal filing data taken from The State Court Annual Statistical Report, 2012. The report can be accessed at: <http://www.tncourts.gov/media/statistical-reports> The Blount County data appears at page 67 of the 2011-2012 Annual Statistical Report and the Statewide data appears at page 20.

- Row 20 shows fewer Blount defendants are convicted after completion of a trial by jury or court, while more Blount County defendants simply enter a plea of guilty (row 21).
- Unless the data is reported differently in Blount County there does not appear to be a single instance in which a defendant pleaded guilty to a lesser offense (row 22).
- Blount County makes much more use of Judicial Diversion than statewide (row 23). The Blount county rate exceeds the statewide rate by 128.2%.

Projections: Estimating the Size and Characteristics of the Blount County Jail Population

No one can predict the future. All Blount County can do is prepare for alternative futures. Assumptions form the foundation for projections (as opposed to “predictions”) of the future justice system workload. Frequent revised projections should serve as “course corrections.”

Jail planners and architects typically use one, or some combination, of three basic methods to project future jail bed space needs. These are based on:

1. Past average daily jail inmate populations.
2. Historical data about crimes reported to law enforcement and adult arrests.
3. Projections of the countywide population.

These approaches, however, all have a fundamental flaw. They are linear projections, usually based on historical averages, which assume the future will be similar to the past. They reinforce a commonly held misconception that the growth of the county population, crime, and adult arrests determine the jail populations of the future. While these factors do have influence, they are much weaker drivers of jail population change than is represented. Unfortunately, these methods also shift responsibility for jail inmate population growth to factors that are mostly beyond the control of local officials.

Local policy choices are much more important determinants of the future average daily jail populations. Thus, rather than concentrating on making fuzzy projections, it is much more useful, accurate, and relevant to think of continuing to manage the future size of the jail population through changes in policy, program and operations.

In actuality, the number of admissions to the jail and the lengths of inmate stays will determine the size and character of the future inmate population. These two variables are primarily the product of local justice policy and practice; they are the result of the decisions made by local officials at key justice system decision points.

It is particularly important to appreciate the impact of changes in the length of inmate stays in jail. This is modeled in the table below.²¹ In this example, the number of bookings into the jail is held to a constant 8,000 admissions annually. The table shows that an average length of stay (“ALOS”) of 11 days would require a jail with 241 beds in it. If the ALOS were 14 days, the required jail bed space would balloon to a total of 307 jail beds.

Table 30: The Impact of Changes in Average Length of Inmate Stays

Average Length of Jail Stay In Days	Number of Jail Bookings, Held Constant	Jail Days Required to House the Bookings (col.1 x col2)	Jail Beds Required (col. 3/365 days in the year)
11.0 days	8,000	88,000	241
12.0 days	8,000	96,000	263
13.0 days	8,000	104,000	285
14.0 days	8,000	112,000	307

If both the number of bookings and the ALOS were to increase simultaneously, the bed day requirements would spike and require many more jail beds.

During the course of this study it has become clear to ILPP that the size and character of the jail population(s) of the future will primarily revolve around policy choices concerning the purposes of the jail. These will be much more important than any trends based on past average daily jail inmates populations, historical data about crimes and adult arrests, or court filings, or projections of the countywide population.

The decision to continue to house Federal inmates is an example of a significant decision that will determine the Blount jail populations of the future. The housing of State prisoners is another determinant. At present, the County has little choice but to house the state prisoners or pay to have them boarded elsewhere. This could change if the Tennessee Counties banded together to support legislation that would change this practice.

Local officials potentially have much more ability and authority to change policies and practices that govern the booking and length of stay of the local inmates that consume most of the jail bed days in the Blount County jail. Implementation of the recommendations contained in this report could substantially change how the jail is used, and the number of beds now being absorbed by local prisoners. Any

²¹ The number of bookings and ALOS were selected arbitrarily and only for illustration. They do not represent bookings or ALOS in Blount County.

projection, therefore, is dependent upon some estimate of the ability and willingness of local officials to embrace and implement these recommendations.

Modeling Potential Changes in the Size of Jail Population

ILLP has developed a three-pronged conceptual model to produce projections of the future jail population. This results in three distinctly different scenarios, and jail occupancy levels, each dependent upon local policy choice about how the jail is going to be used.

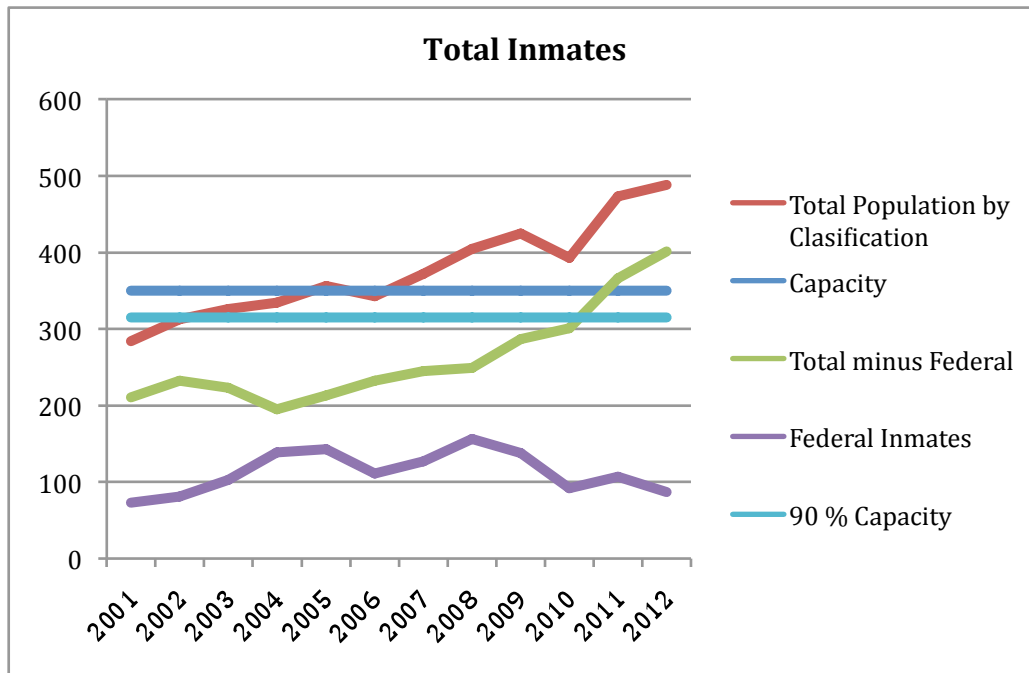
The first scenario projects a larger jail population than the other two. It essentially models a “do nothing new” scenario in which the system moves along as it has over the recent past, and without active management of jail occupancy levels.

The second scenario assumes the jail will continue to hold about half of the Federal and State per diem inmates, an option that depends heavily on moving aggressively to exploit what ILPP sees as many opportunities to reduce the jail occupancy of local prisoners. Here is where the County can achieve reductions in the local jail population equivalent to 60% of statewide rates. It reduces the current population from 405 to 257, and then lets it rise at the same rate as the general county population.

The third scenario assumes the County no longer houses Federal or State inmates, and works to manage the size of the local jail population so as to postpone the need for adding additional jail bed space.

The fourth scenario discusses methods for expanding bed space capacity.

Blount County’s current situation can be depicted as follows:



This chart compares the total number of inmates, the number of federal inmates, the total number of inmates minus the federal inmates, along with the jail capacity (350) and 90% jail capacity (315) for reference. (Ninety-percent is considered by all authorities to be the right number of inmates for capacity to allow for proper classification and peaking factors).

The graph shows a generally linear increase in the total number of inmates in all classes, except for the Federal inmates. The most important line on the graph represents the Total minus Federal, in green. This is what is driving jail occupancy levels higher.

Since 2010, the total (minus the federal inmates) has surpassed the 90 % capacity while the total number of inmates has been beyond this point since 2002.

The bar graph, below, identifies three broad groups of prisoners: 104 Federal Inmates and 67 State TDOC BackUp Inmates (who produce per diem revenue of \$58.50 and \$37.00, respectively) and 338 Local Inmates. At a jail capacity of 350 beds, there is adequate jail bed space to house the 338 local prisoners. However, there is not enough room to house both the inmates that are producing revenue—the Federal and State TDOC inmates— AND the Local Inmates. This dilemma can only be solved by some combination of three strategies: 1) Reduce the number of Local inmates, 2) Reduce the number of Federal and/or State TDOC inmates, and/or 3) Add custodial or non custodial corrections capacity.

Definitions

Federal Inmates = Per Diem Boarded in for Federal Gov't

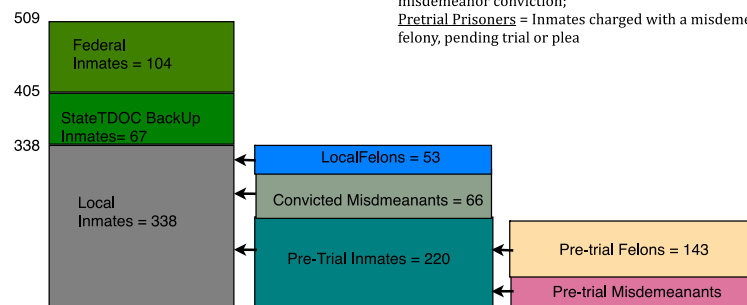
State TDOC BackUp = Felon inmates sentenced to TDOC custody and held in local jails while awaiting transfer to a TDOC institution

Local Inmates = Local Felons, Convicted Misdemeanants, Pretrial Felons and Pretrial Misdemeanants

Local Felons = Felons serving split confinement sentences;

Convicted Misdemeanants = inmates serving time because of a misdemeanor conviction;

Pretrial Prisoners = Inmates charged with a misdemeanor or felony, pending trial or plea



Average Daily Blount County Jail Population
by Type of Prisoner, CY2013

Policy Choices and Options and Their Impacts on Future Jail Populations²²

Option #1: Business as Usual

The first option assumes that jail utilization of the future will mirror the jail utilization of the past. It merely extends the past experience out into the future.

It assumes no additional management effort will be directed to reducing intake or lengths of stay of the local population, the County will continue to provide bed space for Federal and State per diems, and numbers will track the averages of past years.

It also assumes there will be capacity to accommodate the increase in the jail population, either through building of additional bed space or by housing inmates out of the county.

The following table shows the projected number of people in jail for each year from 2014 through 2020, and in 2025 and 2030.

²² The projections of the inmate population do not include a "classification factor" which would allow extra room for proper custodial separation of prisoners by class. For this reason the operational capacity of a correctional institution is normally 90% of design capacity. The projections also do not include a "peaking factor"; to accommodate "spikes" in the population above the average expected monthly average inmate population.

The projections were developed as follows: The year-to-year jail incarceration rates per 100,000 population from 2000 through 2013 were averaged.²³ The result was an average increase in the incarceration rate of 10.0440124 per year. The projections assume the incarceration rate increase of 10.044124 per 100,000 population continues into the future. For example, the actual CY2013 jail incarceration rate of 397.0 was increased to a projected 407.1 rate for CY2014, then to 417.1 for CY2015 and so forth, out to the year CY2030.

Using this method projects an inmate population of 549 inmates in 2015. By 2020 the number of inmates is expected to grow to 653, then to 764 inmates in 2025, and to 880 inmates by 2030. The options for creating the additional jail bed housing capacity are discussed, separately, in another section of this report.

**Table 31: Blount County Population, Number of Inmates per 100,000
Population, Actual Inmate Count Thru 2013
and Projected Jail Population thru 2030**

			Actual and Projected
	County	Total	Total
	Population	Jail	Jail
	1-Jul	Pop.	Pop.
	N	Rate	N
FY2000	106,212		
FY2001	107,929	266.4	283
FY2002	109,512	285.8	313
FY2003	111,091	293.5	326
FY2004	113,051	295.4	334
FY2005	115,174	309.1	356
FY2006	118,037	290.6	343
FY2007	119,828	310.4	372
FY2008	121,622	333.0	405
FY2009	122,784	346.1	425
FY2010	123,010	319.5	393
CY2011	124,785	374.2	467
CY2012	126,505	426.9	540
CY2013	128,204	397.0	509
<i>CY2014</i>	<i>129,901</i>	<i>407.1</i>	<i>529</i>
<i>CY2015</i>	<i>131,578</i>	<i>417.1</i>	<i>549</i>
<i>CY2016</i>	<i>133,236</i>	<i>427.2</i>	<i>569</i>
<i>CY2017</i>	<i>134,882</i>	<i>437.2</i>	<i>590</i>
<i>CY2018</i>	<i>134,505</i>	<i>447.2</i>	<i>602</i>

²³ Note the jail incarceration rate accelerated over the 2000-2013 period, especially in the later years. For this reason, using the average increase over the period may turn out to be too conservative.

CY2019	138,116	457.3	632
CY2020	139,725	467.3	653
CY2025	147,612	517.5	764
CY2030	154,987	567.8	880

What could go wrong? These projections need to be revisited from time to time. Mid-course corrections will need to be made. Changes to these projections will come from three basic sources:

1. The projections of the general population can be revised. Since the jail incarceration rates are based on the general population, any change in the countywide population estimates will impact these projections.
2. The assumption that the jail incarceration rate per 100,000 population will increase at a steady rate of 10.0 per year may not turn out to be the case. The rates may accelerate or change in unanticipated fashion.
3. Officials may intervene. Changes in policy and programs may change the number of bookings and/or lengths of stay of any number of types of prisoners now occupying jail bed space.

Using national data we find that jails of this caliber are built with an average of 350 to 450 square feet per bed, last year data indicates that jails cost from \$200 to \$285 per square feet, project cost add 15% to 25% cost and furnishings and moveable equipment cost are 15% to 17% of construction cost.

Considering the many variables, ILPP provides a range of cost for an additional 635 beds to maintain a capacity of 1,035 beds;

Low \$68 million

High \$124 million

Adding 635 beds will also require additional staff. ILPP using national averages for medium size jails finds that on average 1 staff is needed for 3.5 inmates to 4 inmates. Assuming that existing staff is inadequate to the population ILPP uses the national rates to the total population of 880 with peaks of 5% for 924 inmates. This results in midpoint number of staff at 248. Assuming an average salary and benefits rate of \$40,000 per employee the personnel cost are likely to be near \$9,920,000. Local conditions may influence the final cost. In addition to the personnel cost, increased operational cost for food service, medical services and other support/supplies can be expected which the County must consider for Scenario 1.

Option #2: Retain As Many Per Diem Inmates As Possible, But Also Aggressively Reduce the Number of Local²⁴ inmates

²⁴ Local inmates are defined as the total jail population, less Federal per diems and TDOC inmates; that is, Felon inmates sentenced to TDOC custody and held in local jails while awaiting transfer to a TDOC institution

The second option depends upon managing down the size of the Blount County local inmate component of the jail population from the current average of 338 inmates to 264 inmates, or by 22% (74 local inmates). This would put the Blount County local incarceration rate at 60% of the statewide average. The remaining 86 beds could continue to be rented out and still keep the total jail bed count at 350 inmates.

The option envisions continuing to house some Federal and/or State prisoners (86 inmates), about half of the numbers of the past year. Aside from creating additional bed space capacity, this is the only way to retain some bed space that will continue to generate Federal and State per diem.

The data provided within this report indicates that a 22% reduction of the local inmates is possible. The challenge will be for officials who are responsible for the processing of defendants through the system to come together and fashion approaches that will reduce the number of admissions and/or lengths of stay to achieve a 22% reduction (74 beds) in the average daily population of local inmates.

The possibilities are illustrated in Table 32, below. It will provide 7 additional beds to house Local Felons and Other Convicted Felons. The reduction of 74 local inmates is accomplished by reducing the number of pretrial prisoners and convicted misdemeanants to 60% of the current statewide rate per 100,000.

Table 32: Future Blount County Jail Average Daily Population of Local Inmates, Assuming Workload Equal to 60% of the Statewide Rate per 100,000 Population

Inmate Type	Blount Local Inmate ADP 2013	Blount Rate Per 100,000 Population	60% of statewide rate per 100,000 Population	New Local Inmate ADP After Reduction	Resulting Change In Blount ADP
Local Felons and Other Convicted Felons	53	41.3	46.74	60	+7
Convicted Misdemeanants	66	51.5	45.12	58	-8
All Pretrial	220	171.6	114.3	147	-73
Pretrial felons	143	111.5	79.98	103	-40
Pretrial Misd.	77	34.38	34.38	44	-33
Total	338	397.0	250.92	265	-74

Option #3: Postpone Adding Bed Capacity. Eliminate Federal and State Inmates and Moderately Reduce the Bookings and/or Length of Stay of Local Inmates

Eliminating housing of Federal and State inmates would bring the current jail average daily population down to 338 inmates, close to the 350 design capacity of the Jail. This average daily population would provide a cushion for proper classification and management, and be able to accommodate any spikes in the jail population above the monthly averages.

This option can also set the stage for postponing the need for additional jail bed space capacity in the future. The data provided in this report indicates that it should be possible to work down the average daily population of local inmates to allow an average daily population of 265, perhaps even lower. This aggressive effort to manage the size and growth of the local jail inmate population could effectively postpone the need for new bed space.

There are several important weaknesses to this option. Though technically feasible, it would require the County to forgo the revenue that is being produced by Federal and State per diems. County officials appear unwilling to do so. Secondly, it would require legislation or a change in policy so that Blount County would not be required to house State inmates. Fashioning such a solution will take time and not be of any immediate benefit. However, the County could transport and house these State inmates elsewhere. The reimbursement of \$37.00 per day is not covering the actual cost of their care. The County might consider the cost of housing the state inmates, or other inmates, elsewhere as a temporary trade off if that will permit construction and staffing of additional bed space to be postponed.

Another drawback to the plan is the substantial intergovernmental and interagency cooperation that would need to take place to reduce the number of admissions and lengths of stay of local prisoners. And, even if this reduction in the local prisoner average daily population can be achieved, the County will eventually need to build new bed space. Option #3 will reduce crowding and postpone the big leap up in costs of construction and staffing.

The Economics of Housing Federal and State Inmates in Blount County

The FY 2012-2013 jail operating budget was \$7,415,314.²⁵ Operating 350 jail beds x 365 days a year yields 127,750 jail bed days. Divide this into the jail operating budget of \$7,415,314 and the daily inmate cost per day equals \$58.05. If the jail

²⁵ Blount County Jail: Jail Expansion Evaluation, by Jim Hart, University of Tennessee, 3 Jun 2013, Page 2. In the 4 September 2012 meeting of the Ad Hoc Committee to Study Jail Overcrowding, the minutes carry the following language: "The total budget at the jail is right at \$7.6 million". Page 33 of the 2013-2014 adopted County budget shows a Jail budget of \$7,414,833. This budget can be accessed at: <http://www.blounttn.org/acct.aspx>

were operated at its operational capacity (315 beds), the daily cost per inmate would rise to \$64.50 per day. Thus, because most of the jail costs are fixed costs, the actual cost per inmate day fluctuates, depending upon the number of people in jail.

The Federal prisoner per diem rate is \$58.50 per day, and the State prisoner per diem rate is \$37.00 per day. If the jail housed ONLY Federal prisoners, the county would be losing (\$64.50-\$58.50) or \$6.04 per day. If the County housed ONLY State prisoners, the county would be losing (\$64.50-\$37.00) or \$27.50 per day.

*This means that the only way for the jail to make any money from Federal or State per diems is to crowd it.*²⁶

The ILPP review of annual jail population data reports suggests that the process of cutting back on the number of Federal prisoners housed in the Blount County jail may already be underway.²⁷ See table, following.

**Table 33: Federal Prisoners Held in Blount County Jail, by Year.
Number and Rate per 100,000 Population**

	County	Federal	Federal
	Population	&	&
Calendar	1-Jul	Other	Other
Year	N	N	Rate
2000	106212		
2001	107929	73	68.7
2002	109512	81	74.0
2003	111091	103	92.7
2004	113051	139	123.0
2005	115174	143	124.2
2006	118037	111	94.0
2007	119828	127	106.0
2008	121622	156	128.3
2009	122784	138	112.4
2010	123010	92	74.8
CY2011	124785	103	82.5
CY2012	126505	96	75.9
CY2013	128204	104	81.1

²⁶ For example, an average daily population of 483 inmates x 365 days will equal 176,295 inmate days. Divide 176,295 into \$745,314 = \$42.06 per day.

²⁷ 2013, an average ADP of 845 Federal inmate was being held in Tennessee County jails, 104 of these in Blount County. Additional federal prisoners are being held in County jails in neighboring North Carolina. It is evident that other County jails provide options for the Federal Court, and potential competition for Blount County.

Also, statewide jail data indicates the number of TDOC inmates backing up in County jails is growing.

**Table 34: TDOC BackUp in County Jails, Statewide, 2000-2013,
Number of Inmates and Rate per 100,000 Population**

	Statewide		
	Population	TDOC	TDOC
	1-Jul	Backup	Backup
Year		N	Rate
2000	5,703,243	1,729	30.3
2001	5,755,443	1,851	32.2
2002	5,803,306	2,449	42.2
2003	5,856,522	2,009	34.3
2004	5,916,762	2,108	35.6
2005	5,995,748	2,296	38.3
2006	6,089,453	1,974	32.4
2007	6,172,862	2,006	32.5
2008	6,240,456	2,244	36.0
2009	6,296,254	2,402	38.1
2010	6,346,105	2,506	39.5
2011	6,346,105	3,706	58.4
2012	6,454,914	4,824	74.7
2013	6,495,978	4,843	74.6

The Blount County Sheriff Department, According to Chief French, has been working for months on revising the factor/components of incarceration. The analysis is not yet complete, but will include the full operational costs and amortization of the debt and physical plant.

Option #4: Build

Blount County will need to build eventually. In the Facilities chapter later in this report, ILPP lays out various initial strategies for dealing with the current buildings and crowding. Here, our strategy is to show the County how they might postpone that inevitability, but that will depend upon their ability and willingness to implement ILPP's recommendations.

There are many variables to estimating the project costs that influence the final product. ILPP's construction costs estimates are wide, with a high "high" and a low "low" because of these unknown factors. Estimates of construction costs at this point will vary greatly due to the following factors to be determined.

No county can proceed with a jail project, which it can neither afford to build nor afford to operate. Operating costs are by far the most important, because

inadequate staffing is a frequent basis for litigation; and proper classification is required to be on solid ground regarding staffing and its costs.

At this point, which is the completion of the needs assessment, actual programming can be done; and, an informed study of economic feasibility can proceed.

This economic feasibility study should include a preliminary budget for the project, including pre-architectural programming, design, site acquisition, and construction, the need, if any, and cost of special design studies, and exploration of funding sources and requirements. Analysis of economic feasibility should continue throughout the architectural design process. At minimum, it should continue until receipt of construction bids. It is only at that point that an accurate cost of the building can be established. During the architectural design process, economic feasibility should focus on the costs of staffing and operating the new facility.

A special staffing study done by an expert, using national standards that can protect against later litigation, is recommended; but regardless of how the staffing study is done, and ILPP recommends NIC to do it, the staff study is a condition precedent to moving forward on any new construction. ILPP has seen many jail projects, some recommended by our studies, that have failed or backfired terribly on the political side, because the staffing was not accounted for before construction, and later it became apparent that the staffing was not adequate, or worse, could not be afforded. There is no worse ending to a jail planning project than an empty building, where staffing is beyond the County's budget, sitting idle or looking for a renter!

New Site Elements to Consider

Factors that should be carefully considered in jail construction cost estimating, include the following elements, important in many ways, but most important when considering the potential cost of the new jail:

- Site Purchase
- Demolition of existing structures
- Fees & Testing to evaluate the site
- Site Development
- Utilities
- Construction Cost
- Inflation Estimate
- Professional Fees
- Project Costs
- Project Management
- Legal Fees
- Furniture, Fixtures, Equip
- Contingency Fees

Existing Site Elements to Consider

Factors that should be considered in planning on an existing site, such as Blount County's current county center and jail site, include the following elements when considering the potential cost of the new jail if building at the existing site

Existing Building Renovation

- Cost of purchasing additional property
- Demolition
- Fees & Testing
- Professional Fees
- Project Costs
- Project Management

- Site Development
- Utilities
- Construction Cost
- Legal Fees
- Furniture, Fixtures, Equip
- Contingency Fees

ILPP employed 44 years of jail planning, programming and design experience in making the preliminary estimate range for potential construction cost in Blount County, and R. S. Means construction project information. Certainly local and regional factors will enter in any predictions of construction costs, but more importantly by far is staffing, where Blount County's low staffing and low pay and high turnover suggest that a legal analysis is required to be certain of any future staffing ratios and costs, in any new construction (as well as in the existing facility). ILPP provided the construction cost information in the draft report for discussion and for planning purpose only and assumes that at each stage of the project, the County will obtain more defined cost estimates with each step because at each step, especially legal analysis, the project is much more likely to be better defined.

Conclusion

Blount County is at a crossroads. The jail is severely and chronically crowded. The County has become dependent upon Federal and State per diem revenue for housing Federal and State prisoners. The outcome of this strategy is predictable. There will be less bed space available to house local prisoners. Eventually, and that means sooner rather than later, the County will need to either build additional bed space or begin to reduce the size of the Federal and State per diem prisoners. Failing to take action invites litigation, litigation that is already surprisingly overdue when compared to other jurisdictions with jails that are more constitutional.

This condition can be managed in the short term and perhaps longer, if the local justice system is prepared to better manage the number of bookings and lengths of stay of local prisoners. This will be the key to a strategy that will reduce the jail population to more manageable and ultimately legal occupancy levels, retain some or most of the per diem revenue, and postpone the day when new jail bed space must be brought online. More importantly, it will result in better practice throughout the system and with smarter punishment, and more, not less, public safety.

Law Enforcement



Blount County is primarily served by three police departments: Alcoa Police Department, Maryville Police Department, Blount County Sheriff's Office.

The Maryville PD and Alcoa PD are both led by an active patrol division and a detective division. The Maryville department is served by 48 sworn officers and has 14 reserve officers. Its detective division handles about 500 criminal investigations per year. Similarly, the Alcoa department's detective division was assigned 581 felony cases in 2012.

The Blount County Sheriff's Office is served by 300 men and women and is comprised of a number of divisions, including patrol, narcotics, corrections, and crime analysis. Deputies responded to 57,654 calls in 2012, a slight decrease since 2011. On the other hand, drug issues have drastically increased with narcotics investigators seizing 20 methamphetamine labs in 2012, compared to 12 labs in 2011.

Alcoa Police Department Data

	2011	2012
Population	8,724	8,517
Offense Total	1,284	1,463
Number Cleared	711	713
Percent Cleared	55.37%	48.74%
Group A Crimes per 100,000 Population	14,718	17,177.40
Total Arrests	835	778
Adult Arrests	786	717
Arrests per 100,000 population	9,571.30	9,134.70
Average Number Offenses	1.23	1.23

The Alcoa PD statistics show a substantial increase of 2,459 crimes in group A crimes per 100,000 population. On the other hand, total arrests and arrest rate per population both declined. Despite the decrease, the arrest rate of about 9 % of the population is quite high. Although there is a lack of record-keeping to confirm the same in the other departments, the overall number of arrests and corrections

facility data indicate the same high arrest rate.

These departments are of the utmost importance because they are the gatekeepers of the criminal justice system. Police officers exercise discretion in selecting those who will be removed from community life; police discretion dictates the initial caseload that flows to downstream agencies.

Therefore, law enforcement efforts and resources should be managed and coordinated to maximize efficiency in the overall system.

One of the key indicators of policing effectiveness is data on the number of citations given versus the number of arrests. Police have the choice of either detaining and transporting the offender to the jail or simply writing a citation or a summons to appear in the case of most misdemeanants. Implementing the already legal policy to promote citations rather than arrests in all cases that do not create a threat to public safety is vital to a fiscally responsible criminal justice system.

The following policy and practice changes are specifically aimed at improving decision-making at distinct points in the justice process. After the county better defines its goals and analyzes the caseload, selected programs can be developed to change the way that workload is handled.

This data, along with jail data, shows a large number of low-level offenders being arrested and transported to jail. This pattern often clogs the justice system with offenders who are not a risk to public safety or to fail to appear in court. This takes police cars from their beats, puts them out of service, and costs the cities and Blount County a great deal in transport and booking. Jails nationally are more commonly used only for persons who pose a risk of flight or are dangerous to the public

Recommendations

1. Construct a written citation policy as an ordinance or resolution.

The Blount County Commission should request copies of all law enforcement agencies' written policies on the use of summons or citations in lieu of arrest and then coordinate implementation of a more common policy for all law enforcement officers. The policy should clearly indicate that low-level offenders should always be cited in lieu of incarceration "unless" certain specified public safety concerns are at issue (which is state and national law).

Once the default policy is embraced by the County Commission, a method for monitoring arrests should be defined accordingly; without that data and general compliance with the policy, it will have little impact on the system's resources and priorities. Each Chief should report citations as a percentage of all arrests and any booking fees to their cities and to the county

administrator every month. Each low level offender jailed outside the policy should be reviewed in writing by a supervisor and included in the Chief's reports. The County should later develop and circulate a booking fee or charge back system to enforce the policy if necessary, although the savings in the cities and overall are expected to effectively adjust the patterns. In the spirit of economizing for both jurisdictions, the County Commission should prevail on the city departments to discuss a means of using booking fees to ration but not severely limit the use of these resources. Perhaps a new fee would be more congruent with the real total costs of a booking, which are usually several hundred dollars. Police officers would have a more accurate cost-benefit analysis, and perhaps be more likely to recommend a non-jail alternative. Many counties have used this method of rationing with success in reducing jail crowding and improving system flow. The County Commission should oversee this policy formulation process, as arrests impact workload of every system element and define justice systems priorities.

The citation policy should be on a card or on the tickets/citations in the hands of all Blount County police officers. ILPP recommends that a universal form be created to promote due process and consistency for every citizen, to provide ample evidence to defend against racial or gender discrimination claims, and for objective officer evaluations, cost monitoring, etc.

Identify categories of chronic offenders for diversion, and establish programs to divert.

2. Discuss and implement disincentives that ration, but do not severely limit discretion to detain minor offenders.

As detailed in the previous section, law enforcement should exercise their authority to use citations, summons, and order-ins much more frequently, as statutes allow and court rules require. The law generally calls for citations or automatic release of non-dangerous misdemeanants from jail. The County should develop baseline data on arrests and releases founded on calls for service, priority crimes, and related data. The Sheriff's Office should keep data on all arrests and outcomes, independently monitor data on arrests and outcomes, to be shared with the County and each city. A third of all releases from the system occur within 24 hours and 40% of these arrests appear to be for disorderly conduct.¹⁴ A ticket citation or summons in lieu of jail will reduce booking and pretrial workload by up to a third, and those savings would continue in downstream agencies. Little public safety impact is expected, as these persons are released from jail in under a day and in other jurisdictions, do well in sobering centers, homeless centers, and mental health and crisis center settings.

Develop the sobering center. A large number are being held in jail for less than 24 hours for "disturbing the peace." This has been addressed elsewhere

not by bringing these short-termers to jail, but by taking drunks to a sobering center. This facility for public drunks and drunk drivers may be appropriate where a detoxification center would be overkill. In many settings the sobering center is not a locked facility; “sleeping it off” is essentially voluntary. The center makes films about alcohol and drunk driving available and provides referrals for treatment, e.g., Alcoholics Anonymous, etc. When inebriants sober up, they can call someone to pick them up. Such a center could occupy an existing heated and plumbed industrial building already belonging to the County.

3. Law enforcement agencies throughout the nation have implemented crime prevention tactics to limit the influx of offenders into the justice system flow. All of these methods have the potential to save a significant amount of money immediately, well exceeding anticipated costs.

Implement an Ignition Interlock Device Program. This initiative targets DUI offenders and serves as a superior deterrent to EHD because it prevents accidents. Originally aimed at repeat DUI offenders, counties now also seek to target first time offenders. A sample program operates as follows: an administering office is notified of new participants. The offender must pay for the program and install the device within 14 days. The offender is limited to driving the vehicle with the device, which only permits driving if the individual passes the Breathalyzer test. This program is very effective at short-term deterrence and is as effective as other treatments after a four-year period.

In addition to preventing a subsequent DUI, the offender is punished in a way that allows them to continue working to pay taxes and support their family, which strengthens the community. The family is less likely to become a ward of the state.

Deliver ultimatums to the most serious chronic offenders. Consider supporting the Sheriff's Office, through Board policy and executive order, for a targeted program that offers comprehensive enforcement including mentoring, treatment, and severe sanctions to those estimated 50 100 individuals considered to be the worst offenders of public safety by the system. This follows the Madison, WI Police Department program, which was itself modeled after Project Cease Fire in Chicago and other similar successes. The program should seek to effectively deal with the small minority of very serious offenders engaged in behaviors that most endanger public safety and swallow public resources.

Jail Operations



Observations in Blount County

ILPP evaluated jail operations based on policy and procedure, a physical tour and facility assessment, and through interviews of operations managers, supervisors and workers, as well as data collection and analysis.

Inmate Population

The current jail was completed in 1999 and contains 350 beds. The jail holds an average daily population (“ADP”) of 480-500 inmates, with highs of over 600. Crowding has existed at the jail for the past 10 years. See the classification data, below.

Table 36

Current population	478
Classified as minimum	129 (26.9%)
Classified as medium	176 (36.8%)
Classified as maximum	117 (24.4%)
Classified as segregation	39 (8.1%)

Note: The jail does not count inmates that are in medical or intake but do count them in their ADP.

Prisoners sentenced for two years or less serve their sentence at the County jail. The overcrowded state prisons limit the number of new prisoners moved to the prison system, leaving many state prisoners remaining in the county jails. Blount County Jail holds around 40 state prisoners per day. The state only pays \$35 a day for those prisoners. The state recently opened a 2,200 bed facility, but crowding persists at the county jails.

Only a few municipal prisoners are held at the jail. Three municipal police departments exist in the county at Alcoa, Townsend, and Maryville, but none maintains municipal jails.

County and State Probation

The jail provides services to both State and County Probation Departments. State Probation exclusively handles felony offenders and County Probation exists for managing the misdemeanor offender populations.

Mission Statement

A written description of the Jail's mission statement was not available. The Jail Policy Manual duplicates the Sheriff's mission statement. The National Institute of Corrections ("NIC") encourages a uniquely developed statement of the mission and purpose of each jail to direct management and staff in daily operations. A mission statement guides staff and management on the intention of treatment of prisoners and the role that the jail plays in the criminal justice system. ILPP provided guideline descriptions and NIC examples of mission statements.

Jail Contracts

The jail contract is with the U.S. Bureau of Prisons Marshals Service. The contract is flexible in the number of prisoners to be held, with daily populations over 100 and as high as 160. The jail vigorously attempts to provide beds for the Marshals Service primarily for supplementing the County budget for jail operation. Current contract value is \$58.50 per day, resulting in over \$2 million in annual revenue.

Sheriff's management develops data to negotiate the daily rate and reportedly includes supporting values for expenses other than jail operations. Under the current conditions, severe crowding distorts the daily rate because expenses are distributed over an unrealistic number of beds. Should new construction be initiated to respond to the crowding, bed rates would increase because new construction costs and more realistic bed costs would be included in the calculation. ILPP recommends an independent comprehensive study of the per diem rates to support contract negotiations.

The U.S. Marshals contract requires two guards when prisoners move to the hospital, with reimbursement funds to the general fund at a 1:1 rate reimbursement. The jail must use overtime positions to move these prisoners and no direct refund to the sheriff's budget.

ILPP believes that the County is subsidizing the Federal Detention contract and mistakenly believes the County profits from the federal contract. The perceived profits are at expense of staff and inmate conditions. Understaffing and overcrowding results in a distorted view of the profit margin. Providing adequate housing accommodations and sufficient staffing compared to the inmate population will result in substantial loss of County funds. When building cost and staff costs are included, the Federal contract is insufficient to cover real costs.

Contract beds are most appreciated when a facility is built with future growth in mind. A facility built to accommodate future populations of local prisoners without

crowding may offer the opportunity to contract those unused beds. It is quite another picture to severely crowd a jail to accommodate contract prisoners at the expense of insufficient beds and insufficient staffing levels. The serious deficiencies of staff, food service accommodations, and laundry services create sufficient reason to carefully consider current federal contracts. Failure to cut discretionary inmates forces the current crisis and deficiencies in meeting state jail standards.

Standards Issues

The Tennessee Corrections Institute (TCI) has been very generous with Blount County during previous inspections in allowing deviation from standards concerning inmate activities and conditions of confinement. TCI is stringent on crowding and cite that discretionary holding of federal prisoners significantly contributes the crowding issue.

The County lost state certification through TCI and only regained temporary certification after developing a Plan Of Action to address crowding. The Plan Of Action and required changes will only occur after substantial investment of County resources.

The jail considered American Correctional Association accreditation but decided not to pursue. Sheriff's patrol and medical services are accredited.

Alternatives to Incarceration

Alternatives to incarceration are successfully used in medium to large jurisdictions throughout the United States. ILPP found very few efforts to define alternatives to incarceration and use contemporary practices to limit the jail's population. Without these programs and services, the jail population will continue to grow beyond the capabilities to fund the jail operation.

For instance, jail staff indicated that arresting officers need to write more citations instead of jailing arrestees. There is no monitoring and tracking of this practice, nor is there a monitoring and tracking of police policy concerning citation issuance. There are few diversion services and no screening at the jail to monitor or screen incoming arrestees. Jail staff does not use pre-booking station house release.

There is no pre-screening unit assigned to the jail operations. As such, the jail accepts every prisoner. There is no pretrial release operation at the jail, and staff made it clear that they would not manage one. According to jail staff, there is little control over arrest and release practices by law enforcement and none at all by the jail. No notices appear to avoid jail crowding issued at the jail. The system did not implement a pretrial release program.

Population Management

The jail lacks contemporary population management controls and does not see that as a primary responsibility of their agency. Understanding the inmate population

and developing good risk assessment at intake can provide sufficient information to selectively identify those inmates that could be diverted to many options used elsewhere. Population management is not the primary responsibility of the jail. Jail staff does contact judges to seek release of those few inmates that require excess medical or mental care.

Jail Staffing

ILPP did not conduct a detailed staffing analysis, but our review of staffing shows that current staffing levels are insufficient for the number of inmate population. Jail staff reports that no recent staffing analysis has been created. Reportedly, the jail staffing was last analyzed during the construction of the facility in 1999 and has not increased since opening. The Sheriff's Department has requested additional staffing in previous budgets, but to no avail.

The Sheriff Department is not unionized. The jail staff experience extremely high turnover rates. Starting wages are \$26,000 per year. Staff report that employees are leaving to take jobs as fast food supervisors or to work in other low-paying positions.

Minimum Shift Staffing

- 1 Commander (Lieutenant or Sergeant)
- 9 Officers for each shift
- 1 at housing control in each of the two units
- 2 escort/custody duties in housing units
- 1 at medical unit
- 2 at master control (public and jail side)
- 2 at booking/intake
- A compliance officer position for PREA, TCI, BOP, USMS inspections and policy and procedure development/update.
- A Blount County employee handles grievances, minor oversight of inmate management.
- A deputy who also manages safety compliance manages maintenance.

The jail supervisors work a ten-hour shift, four days a week. Line staff work eight-hour shifts. The department does not track their vacancy rate nor conduct analyses of the turnover causes and do not track length of time to fill an open position. The department finds it difficult to attain a full complement of staff and often work by 10 positions down. The jail cannot manage without heavy use of overtime, which is a volunteer system most of the time.

Jail Intake

All prisoners booked into the jail are processed through a central booking area. While the booking room has 11 holding cells, however, only nine are used; one is used for video arraignment and the other is not used because of poor sightlines.

ILPP recommended using the poor sightline cell for weekend sentences due to the low security requirements, thereby allowing two cells for those weekend sentences.

There is no policy to remove prisoners from intake holding cells, but they usually move within 12 hours.

Risk assessments at intake should be enhanced and successful opportunities for controlling the inmate population should be implemented.

Staff recognizes that substantial numbers of inmates are released after first appearance, but lack the opportunities to release prior to incarceration in controlling the inmate population. Many inmates stay at the jail relatively short periods, and remain the best groups to divert.

Work Release and Weekend Sentences

Blount County does not accept work release prisoners, which is logical because these prisoners are released daily for work, only to return to an already crowded facility. However, the jail does hold 25 to 30 weekend sentences. Weekend sentenced prisoners are held for 48 hours at intake, often with 10 to 15 of them in a cell. This creates severe crowding at the intake point and restricts effectiveness of the intake process.

Commissary

Contract personnel deliver a contract to inmates that limits the amount allowed of purchasing commissary items.

Inmate Programs

A program space and a recreation yard are at each of the pods, for a total of two program spaces and two recreation yards. A single programs manager maintains all program activities and grievances at the jail and provides research for special diets and distribution needs (e.g. eyeglasses). Volunteers are used for many programs. GED is the most used and strenuous program funded by the state, only providing services to the C pod, the lower security unit, but not the D pod. Staff would like to achieve GED training for all inmates. Celebrate Recovery, a volunteer program, wants to come to the jail, but additional officers are needed to supervise the activity.

Library services are provided through a volunteer operated cart system. The system allows two books per inmate and rotates weekly. N.A. and A.A. programs are offered three times a week. Church services are provided Thursday and Sunday nights, including accommodations for various other religions.

Inmate telephone service is contracted to a private vendor in Louisiana.

Visitation

Visitation takes place at the second level of each pod. Officers stationed at the pod move inmates up to visitation and then return to their station, leaving inmates unsupervised during visits. Visiting hours are every day, 12 hours a day. One side has six visiting stations and the other has seven.

Inmate Workers

The jail uses a substantial number of inmate workers that reside in living units at the D pod. A few inmates work at outside locations (such as the Sheriff's garage, dog pound, firing range, car wash) and some inmates work repairing and sewing uniforms. The jail reports that not enough minimum-security inmates exist for community service positions. Housing unit C-4 is used for trustees and community service workers.

Training

The department conducts all in-house corrections training, including pre-service and in-service. This training includes 4 weeks of classroom training and 6 weeks of on-the-job training. Career progression from corrections to patrol is possible.

Medical / Health Services

The County contracts Southern Health Partners for all medical and health services, and staff are satisfied with the level of service and care received. Behavioral health will be discussed in a later section.

Food Service

Sheriff's staff and inmate labor operate the food service in-house. The kitchen must cook two meal cycles at each mealtime because of limited space and equipment limitations. The number of inmates crowded creates difficult conditions at the food service operation. Any expansion of the facility must include expansion of service operation and equipment.

Laundry

Laundry service operates 24/7 in order to meet minimal needs. There are severe training problems, however, resulting in poor laundry services. Inadequate staff are unable to properly supervise inmate workers and training is often insufficient to maintain services. Any expansion of the facility must include expansion of laundry operations and equipment.

Master Control and Warrants

The facility master control room requires two staff members and often times needs a third position. This control room manages all movement throughout the facility

and into each pod unit. Warrants and protection order files are maintained at the master control room.

Data Collection

The computer system for the jail is a vendor package entitled Sheriff's Office Management System ("SOMS"). Jail staff is not committed to the value or usefulness of the system and lack internal resources and training to utilize capabilities of the system. Jail staff cannot accomplish most simple queries, relying on the Sheriff's Department IT staff. Three other IT staff handle investigations, crime statistics, and miscellaneous. Staff report that an individual can run two identical reports but get two different summary reports.

Some basic reporting data is available, but it is not enough to properly assess the components and makeup of the inmate population. Lacking this valuable information, the County is unable to control and manage the inmate population numbers. Data collection and analysis is essential to managing the jail population.

Video recorders throughout the facility maintain recording disk for 30-40 days due to storage capacity. Litigation of incidents usually requires much longer retention to safeguard adequate response.

ILPP suggested tracking the length of stay for each prisoner by judge to identify case processing problems. The jail planning team should take some responsibility for tracking the timeliness of case processing and in particular, those held for more than 30-days.

Without understanding the past, Blount County Jail cannot plan for the future.

Per Diem Rate

Federal contracts vary widely across the country. Other jail facilities negotiate rates double that of the current Blount County rate. The County should carefully understand and document jail cost components often overlooked in traditional analysis.

ILPP believes that important cost components are not included. Operating costs will not include amortization of existing or future capital construction. Other actual costs need to be considered, for example, fringe benefits of staff, prisoner transport costs, not included in the jail budget. Jails require support from other county departments, such as legal representation and finance, among others, that fail to be fully included in contract rates.

Per diem rates should consider not just the jail's budget but distribution of capital building cost, sheriff department overhead, county administration overhead expenses related to the jail. Utility costs and maintenance cost are often carried in other county agencies and may not be charged back to jail expenses.

ILPP found insufficient per diem rate calculations to support contract negotiations. Per diem rates must be meticulously established for the jail.

Courts Services

Jail staff is not responsible for inmate movement to courtrooms. Officers assigned to a court services unit, not under the jail division, move prisoners to court and provide supervision of inmates in the courtrooms.

Programs

Programs provided in the multipurpose room of the Blount County Detention Center include Alcoholics Anonymous, Narcotics Anonymous, the High School Equivalency Test (HiSET) and Career Readiness Certificate (CRC) courses, church services, and parenting classes offered by the Prison Fellowship and Helen Ross McNabb, a local mental health group. Because of space limitations, each program can only serve about 12 inmates at one time.

HiSET replaced GED preparation in the jail this year since the GED is now available only electronically and inmates in Blount, surprisingly, do not have any access to computers. There are currently two sessions a week taught for men and two for women that cover both HiSET and CRC material in the same 1.5 hour period. In addition to preparation for the HiSET and CRC exams, lesson plans incorporate necessary life skills, including resume writing, employment application and job interview training, and even a section on how to manage money. While only a small percentage of inmates need to complete their HiSET, a majority has a need and desire for Career Readiness. However, funding for both programs will end in June 2014.

While the women's HiSET and CRC class is in high demand at 12 inmates enrolled and 12 on the wait list, the men's course is far below capacity. Fortunately, a recent decision to open the course to residents of the higher security D pod area of the jail will likely increase male enrollment. (Please see discussions below of the serious problems of the current jail classification process and outcomes). Additionally, while interviews indicate that a full 12 classes are necessary to complete the CRC, the average male student only attends 8 classes before release (women attend and average of 12-14). The new, more rigorous, HiSET may require 4 to 5 months of preparation. The time limitation for male students could be a result of a policy that allows inmates to enroll in these programs only once they are given a release date.

Regular class time is also frequently cut short and work programs, including food service and car washing, compete for inmate time. While passing rates for students who complete the examinations are high, the shortage of class time, combined with limited space and resourcing, present some major roadblocks to inmate success. Still, a more daunting issue is the lack of continuation of programming for inmates beyond release. This deficiency of reentry services is currently being discussed by an emerging group made of up concerned community members and professionals

seeking to address the need for a formal system of mentoring inmates and providing support upon release. A focus group being led by a senior staff member from Mississippi State along with representation from the private industry, adult education, the correctional system, including the Drug Court, and other selected community leaders, is in the midst of conducting a series of discussions on current conditions to determine the feasibility of creating a Reentry council. Once the focus group makes this determination then immediate steps are planned to establish goals, objectives, and priorities.

Although some programs do offer mentoring and post-release employment opportunities to inmates, the largest limitation is a lack of integration of those programs in the jail itself. Effective reentry efforts must be incorporated within the jail and begin upon admission into custody. Blount County should consider such efforts a wise investment as research has shown that providing educational and vocational programs for inmates is a cost-effective method of reducing recidivism rates (Davis, et al., 2013). The HiSET and CRC course receives support throughout the system, from jailers and senior levels of organization described in interviews as very positive and pro-education, and inmates who serve as peer mentors. However, a formal system of support is necessary in efforts to reduce recidivism. Such a system must identify inmate needs and enroll them in programs at the initial stages of incarceration, and continue that support beyond release into the community. The fact that approximately half of the HiSET and CRC students are returning to the course after being reincarcerated signals that inmates who wish to improve their education and employment opportunities are finding little support or continuation of services upon reentry. Similar patterns are seen in other programs, which although available outside the jail, suffer from a lack of coordination between the jail and community. This results in a missed connection upon release and ultimately contributes to high levels of recidivism for program participants and the jail population as a whole.

Interviews indicated that improvements to the jail should include access to computers and TV for educational purposes, expanded library services, and the implementation of an addiction and compulsive behavior recovery program. Were sufficient resources made available, the consensus among interviewees is that the greatest benefit would come from additional space, more classes and longer periods of instruction. Interviews indicating that leadership in the jail is professional and supportive are very encouraging. This suggests that there is potential to expand programming and integrate with providers outside of the jail to offer broad and continuous support to offenders with an aim at reducing recidivism rates. Additionally, the county has begun discussion of a new initiative to model a holistic case management system based on Franklin County's existing program. While this initiative is only in its beginning stages, such discussion signifies a move in the right direction for Blount.

Classification and Risk Assessment

Without a valid and effective classification system, there is no security, there is great danger to staff and inmates, there is a very significant legal liability, and the long-term possibility of maintaining funding from other jurisdictions (such as the US Marshall's renting beds for Federal inmates) is highly unlikely. The evaluation of classification is based on national standards and best practice. The evaluation also touches upon the profile and tracking analyses of County inmates as well as analysis of the physical attributes of the Jail.

The basic finding of the analysis is that the classification and housing practices in the Blount County Jail work against the effective management of the Jail. Inmates are over-classified, resulting in a large number of "maximum" and "medium" security labels on inmates that is inconsistent with the actual risks of violence, escape and contraband presented by the inmate population. This is a vivid and unambiguous finding based on all aspects of the situation noted above.

The jail's over-classification results in the commingling of violent and non-violent offenders, especially in the medium classification categories. This comingling alone is likely to result in various kinds of harm, to staff and inmates, but most assuredly to the County's treasury as it invites serious litigation of all kinds.

In addition, the classification processes has the functional impact of crowding those inmates that present the highest risk of violence, resulting in a perpetual lockdown of said group. That pattern, in addition, creates dangers and liabilities as noted above. It is counter to best practice, conventional wisdom, objective research, and legal principles; and it makes the overall jail operation extremely vulnerable. The fact that the jail has not demonstrated the forecasted problems is based on the decency of the staff to some extent, the decency of the inmate population to a larger extent, and chiefly to luck. The odds of this luck lasting are very, very bad.

Staff perceive the inmate population as violent, citing the number of inmate-on-inmate assaults as the rationale for the lockdown for 23 hours a day of certain areas and minimal out of cell time for others. The failure to separate predator from prey in the classification schema, acknowledged by the classification officer as occurring, and documented in various ways by ILPP, contributes to this staff perception.

The Sheriff concludes that because of jail crowding the jail operators are unable to effectively classify the inmates, i.e. without adequate space the categorizing of the dangerous and non-dangerous is too confined to occur. However, unanimous conclusions of authorities and research demonstrate that when crowding exists, effective classification becomes most instrumental and critical in the jail staff/managers making constitutionally defensible housing, supervision, and service delivery decisions. It is the key to constitutionally and preventing costly litigation.

Interviews with staff show they are aware that the current classification instrument does not make proper separations between violent and non-violent inmates, which in fact results in a co-mingling of all classifications. The inequity of classification is evident in the female population where the inmates are classified as either

maximum or minimum— split almost equally between the two classifications. There seems to be no reasonable basis for this other than the housing plan only provides for two physical plant housing separations.

Much of the staff's classification decisions and actions are predicated on the Tennessee jail standard holding that "sight and sound separation" of males and females should occur. This rationale is cited as the basis for the separate housing of males and females. In reality, "sight and sound separation" is non-existent. Males and females routinely interact in programming spaces, intake, and through routine jail movements of all kinds. Thus, adherence to the standard is a rigid illusion in limiting use of the housing cell blocks and not seen as necessary to security.

Based on the aggregated Blount County Inmate Population Analysis, felony inmates account for 29% of the total population, misdemeanants 71%; yet, the single day data for the classification system designated 34% of the inmate population as maximum custody, 38% medium custody and 28% as minimum custody. If 71% of a jail's population is misdemeanor and only 28% are classified as minimum security (even less when considering male inmates [20%] versus female inmates [52%]), then the current view in corrections practice, and of authorities on jail operations and classification, would definitely conclude that the jail has a problem with over-classification and discriminatory inmate management and housing practices. That data, on its face, makes the jail vulnerable to legal attack and costly outcomes.

Interviews with jail operations staff and review of data demonstrate that the designated classification officers employ the NCCD Point Additive classification instrument. There is minimal definition of the classification criteria used. Inconsistent application of this instrument results from that lack of definition. The assignment of points, especially in the category of prior felony convictions (even though they may be non-violent) moves an inordinate number of inmates to "medium" security. Adding to that invalid procedure are other potentially invalid classification elements which taken together yield the jail population classification report and analyzed herein, and the distribution observed by ILPP. Put simply, the post office is not sorting the mail properly and cost-effectively, and that sorting is the post-office's major function and purpose.

It has been ILPP's experience, and that of the Bureau of Prisons' National Institute of Corrections experts, as well as senior jail managers and classification experts nationally, that the distribution should more like be 70% minimum, 20% medium, 10% maximum. Moreover, in Blount County, with its low levels of violent crime and unique population, one would expect even more minimum security, and less maximum than the above national norm. Given the rural/urban typologies that exist nationally, you may get a drop in the minimum toward 50%, in urban, large jail environs, increasing both medium and maximum population numbers. One needs to approach the dire situation, such as large high-crime urban areas like Detroit (Wayne County, Michigan) where most misdemeanor and minor felony inmates have failed in various aspects of pre-trial programming – to find data even close to

the Blount proportions, and that kind of urban distribution is very clearly the exception rather than the rule. The distribution in Blount County is unexplainable and a serious warning sign requiring action to re-build the classification process around a valid instrument that can be defended.

Bearing in mind that RISK = DANGEROUSNESS, a maximum risk is higher in dangerousness than a minimum. Yet the Blount County Jail has 34% of its inmates in a classification category where a level of violence (risk) would be expected to be observed in CCH. This result cannot hold up in Blount where only 29% of the inmates have a charged felony offense that might be considered either violent and/or non-violent. Instead, this is generally a minimum security population because it has a 71% misdemeanor offense population. Even amongst the contractually held Federal and state inmates, the presence of current or prior charges involving violence is minimal.

As a result of the above analysis and data, the jail conditions of confinement in Blount would be described in terms of national practice and legal liability as bordering on unconstitutional.²⁸ The higher classifications are locked-in 23 hours per day. The medium classifications have restricted out of cell time that is just marginally better. The inmates have virtually no programming other than access to the telephone and scheduled visitation. They languish in their housing units with little outlets for their time and energy or positive attention. As a direct result there are high levels of non-compliance and inmate on inmate assault, driving the downward spiral of staff misperceiving the inmate population as fundamentally violent, and further resulting in restrictions on programming and inappropriate housing practices. These actions only exacerbate the behavioral management problems.

Among many opinions that are commonly used in Blount County to justify this kind of over-classification is the notion expressed by some that taking away more space or programs or productive jail time like work or programs or exercise or religion or GED, etc., is the attitude that the inmates are in jail to be “punished” rather than being sent to jail “as punishment,” or to be held pre-trial for judicial processing.

This understandable and common attitude by laymen, however, is contrary to the law and results in management problems because it leaves little or no incentives for compliant behavior.

The first issue is a legal one; jail is legally assumed to be a denial of liberty as a consequence for criminal activity and sentencing, proscribed by law, or as a means of holding an inmate who has been judicially determined to be a risk of not

²⁸ See *Starr v. Baca* (2011). The Ninth Circuit Court of Appeals held that a supervisor, up to and including the Sheriff, can be held personally liable for damages if it can be shown that he was “deliberately indifferent” to the rights of inmates under his control. The supervisor need not be directly and personally involved. Rather, the supervisor’s participation could include his acquiescence in the constitutional deprivations of which the complaint is made or conduct that shows a reckless or callous indifference to the rights of others. <http://cdn.ca9.uscourts.gov/datastore/opinions/2011/02/11/09-55233.pdf>

appearing at trial after charges have resulted from or before a resulting arrest. Jail is the punishment or mechanism, and by “jail” it is meant, a loss of liberty. The inmate is housed, and not free to leave. But the law is quite clear that the punishment is “jail’s loss of liberty,” not as a place to go for further punishment. Thus, for example, 24/7 solitary confinement for a non-dangerous misdemeanor who steals an apple would not survive legal challenge any better than water-boarding someone arrested for a lease-law violation. It is true that the more dangerous and non-compliant an inmate is the more custody and less freedom within the facility is permissible under case law; but it not true that close custody without opportunity to program, recreate, socialize or exercise freely is not justified as punishment; it is only justified under the law as a requirement of a properly classified custody designation.

Discussions with executives, management, supervisors, and line staff show different views of the values for punishing by properly classified custody, versus punishment for crime while in custody. This is the case whether sentenced or pre-trial. The views center more on whether the conditions are “deserved and a proper way to deter crime through causing hardship suffering, isolation or restrictions on normal activities”. These views garnered in interviews are not associated with the fact the jail inmates are likely to be short-term and returned to society, often without any conviction. Discussions on creating incentives as simple as TV or a basketball rim, or tables to eat and play cards on, indicated that there was an institutional unwillingness to “soften” the environment. This management view is not the perspective of the line staff who would readily embrace such incentives as a means of better managing the population thereby reducing the stress associated with managing within a dysfunctional system. This irony is easily explained by the political values of the community and the natural desire of the Sheriff and Jail Management to adhere to local values for crime and punishment, but it cannot be justified legally or in terms of the cost-effectiveness of a jail operation.

Recommendations

1. The County must meticulously define the cost of an un-crowded facility against the current crowded conditions. Understanding the differing cost attributed to per diem rates is more essential when the jail is crowded. A crowded facility distributes cost quite differently and usually at a lower impact than a facility that meets jail standards and is not crowded. A crowded facility distributing all cost provides an unreasonably low cost that does not reflect many unmet needs. To build new beds based on current rates without the knowledge of these differences would result in financial disaster.
2. Retain an independent consultant who is familiar with the County Budget to independently establish the actual fixed and variable costs of administering the Jail. The County should have some independent entity examine the cost components of the \$7,415,314 total jail budget. There may be important cost components that are not included. Operating costs will not include

amortization of capital construction. There may be other actual costs that need to be considered, for example, fringe benefits of staff, prisoner transport costs, etc. The County needs to be able to clearly establish what the actual fixed costs and variable costs are and match them to the Federal and State per diems the County is obtaining. This analysis will also help to build public confidence in the economics of the “rent-a-bed” approach.

3. Federal contracts vary widely across the states. Other jail facilities negotiate rates double that of the current Blount County rate by fully understanding and documenting cost components often overlooked in traditional analysis.
4. The County must be able to clearly establish what the actual fixed costs and variable costs are and match them to the Federal and State per diems obtained. There may be important cost components that are not included, for example, jails require support from other county departments, such as legal representation and finance, among others, that fail to be fully included in contract rates.
5. Negotiate a contract that supports a Constitutionally operated facility for all offenders. The use of jail beds as revenue generation should not come at the detriment of those offenders who must be statutorily housed. If the attempt is to maximize the generation of income then a business mentality is necessitated. The obligation is to provide Constitutionally based conditions of confinement and services (medical and mental health) along with supervision levels sufficient to ensure the safety of the community, the offenders and the staff. A business model should take the approach of maximizing the revenue by charging an amount equal to that which the market can bear. For example, Norfolk County jail in Massachusetts had negotiated a per diem rate of over \$120 per day for Federal inmates. The process of housing Federal offenders for the US Marshals Service, the Federal Bureau of Prisons and ICE is a voluntary endeavor for the county jail. It is in essence a contractual business arrangement.
6. Allow inmates to enroll in the HiSET and CRC programs soon after entry into the jail. This will allow more time for completion of the necessary coursework prior to examination and release.
7. Add an option of night classes for HiSET and CRC for those inmates that participate in work programs during the day. This would require an additional instructor to be added by the Blount County Adult Education Program, but if well-attended, this night course could provide much-needed services for inmates already exhibiting motivation for self-improvement through participation in daytime work programs.
8. Support discussion of formal reentry programs to be integrated with jail services to provide continuous support for inmates seeking to continue education and vocational training programs upon release. The County should

consider involving the group of leaders discussing a potential Reentry Council in the planning and implementation of a more formal and integrated reentry system.

9. Offer inmates limited access to computers, television and a broader supply of reading materials for educational and employment purposes.
10. Consider incorporating a recovery program for addiction and compulsive behavior into the pool of services provided to inmates in the jail. Such a program could be run by an outside non-profit to allow for continuation of services following release, but coordination with jail staff would be critical.
11. Determine key success measures, including but not limited to:
 - Number of inmates receiving education while incarcerated;
 - Number of class hours attended;
 - Retention rate in each program;
 - Success rate towards achievements such as CRC, HiSET, or any other education program.
12. Consider offering time off allowance for each hour of education completed.
13. Connect inmates in the jail to opportunities to pursue higher education.
 - Consider engaging the local community college in administering an “Inmate Junior College” in a stand-alone minimum security setting.
 - Those on probation should be routed directly to the community college campus.

Facilities

Jail and Administrative Operations



Blount County, Tennessee

The Blount County Justice Center was built in 1999 and later underwent renovations in 2006 & 2007. This facility is designed to house a total of 350 inmates, 286 beds for males and 64 beds for females. All inmates are housed in two 2-story blocks on the southern side. This facility houses both pretrial and sentenced local and state inmates. Additionally there is an ongoing contract with the United States Marshal Services to house federal pretrial inmates.

Jail standards inspections by the Tennessee Corrections Institute (TCI) resulted in decertification of the jail because of extensive and prolonged crowding thereby requiring County action to reduce crowding to return certification. It was determined that Blount County Justice Center suffers from jail overcrowding, an issue that has dated to 2005. Because of overcrowding the Sheriff Department considers that it is unable to properly classify and properly house inmates with safety. Safety concerns increase as the population continues to grow without adequate beds. Crowded facilities always increase the number of negative incidents and escalate violence. As the facility becomes more and more populated, tension between the inmates arise. Blount County seeks a way to deal with the jail overcrowding, but there is a major trade-off between the income from housing federal prisoners by contract, and the underlying problem of crowding.

Geography

The Blount County Justice Center is located at 940 East Lamar Alexander Parkway, Maryville, Tennessee. This facility has good transportation access being surrounded by many U.S. Highways including US-321, US-411, & US-129. Additionally, Interstate-140 is approximately 4.5 miles north of the facility.

Landmarks:

- North
 - o Blount Memorial Hospital is located directly across the street.
 - o McGhee Tyson Airport roughly 5.2 miles north-west
- West
 - o Maryville College

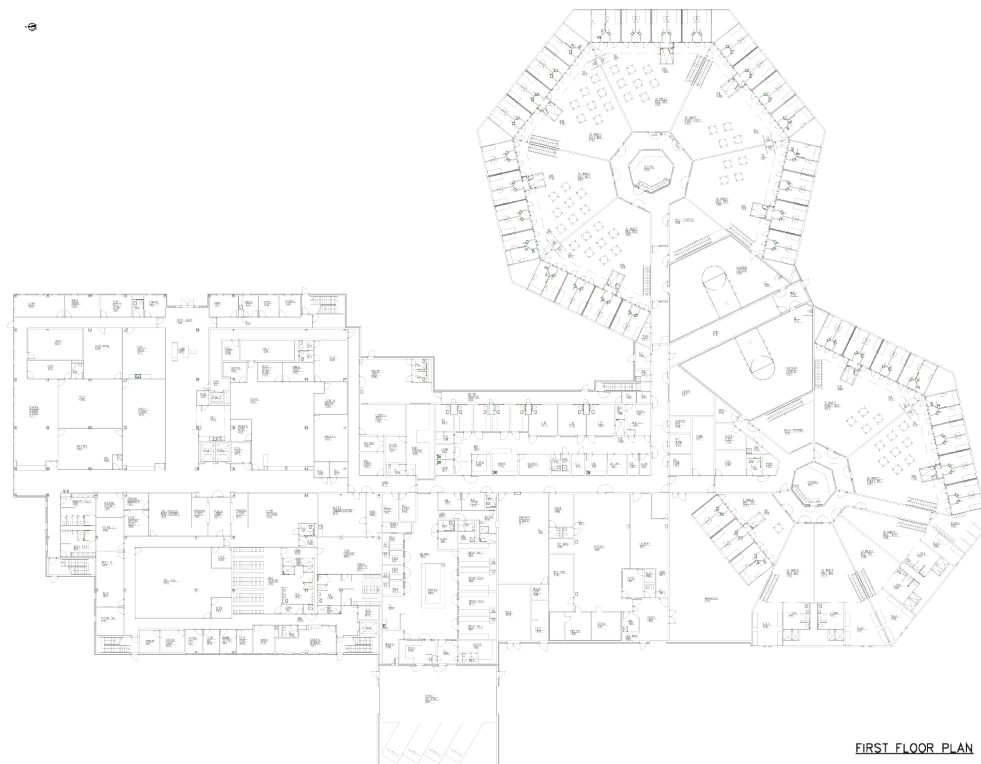
- East
 - Mountain National Bank
- South
 - Fields and Parks.

The Blount County Jail: First Floor

The first floor of the Blount County Jail portion of the Justice Center serves as the office for clerical work and inmate housing areas. The inmates are housed in two conjoined heptagonal pods, both equipped with centrally located control rooms, outdoor recreational areas, and multi-purpose rooms.

The north end of this facility serves as office space for the accounting, administration, and the various ranking law enforcement officials and clerks. Additionally there are various storage areas including file archives and vaults.

The central areas of the facility are areas such as the infirmary, booking, and evidence storage.



Visiting Areas

Visiting with family and friends is problematic due to the design in which inmates must be escorted by staff from the cells to second floor visiting spaces within the pod design. Due to design and staff limitations, inmates are without supervision during visits. Additionally, this facility can only accommodate one handicap visitor at a time. Visiting is a privilege coveted by prisoners, heavily influencing their behaviors. The loss of visiting privilege is a significant sanction. Video visitation systems will allow jail management to increase visiting hours and the quality of visiting while minimizing staff costs. With this technology, staff involvement is reduced while increasing control. Many jails provide the inmate side of the system by installing visitation cubicles at (inside) the living unit and others locate the equipment outside of the living space but near the living unit. The latter requires officer controlled movement to the video consoles. Staff prefer console in the living unit to reduce inmate movement.

The public side of the system can be located at a remote location at the jail. Some even place the unit remote to the jail building. With satisfactory design, either system can function well. The advantage is that visitors do not penetrate the security, which increases safety for visitors, inmates and staff, while reducing the amount of manpower required.



Direct Supervision Philosophy

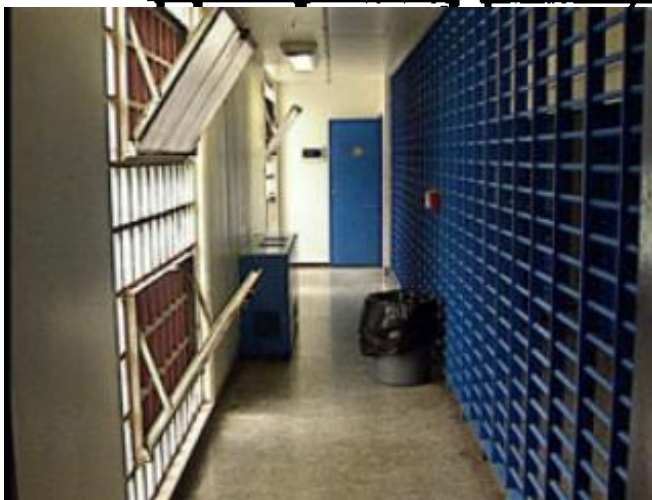
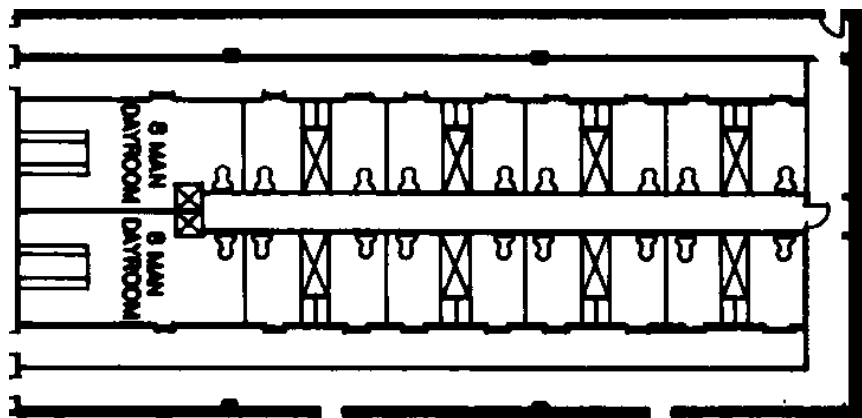
The jail has a podular design and uses the indirect supervision model. The podular design is superior to the linear design model for effective control and management of the inmate populations. A linear design makes it nearly impossible to effectively

supervise the inmate population without increasing staff levels. The National Institute of Corrections (NIC) strongly recommends the direct supervision model over indirect supervision. The major difference is staff placement. In the direct supervision model, staff is located inside the living units or has unrestricted access to the living units, thereby facilitating active supervision of inmates.

At the Blount County Justice Center, staff rotates between multiple living units similar to the linear design model, only periodically viewing each living unit during rotation tours. This model minimizes the time an officer is near or views each living unit and eliminates adequate supervision of inmates. Inmates become accustomed to the rotation patterns and intermittent periods for disruptive activities.

Linear Design

The following diagram shows a linear design where officers must walk around the exterior of a living unit to observe the cells and dayroom spaces. The outer corridor is used only by staff during intermittent rotation tours. Inmates use the inner corridor for movement from cells to the dayrooms.

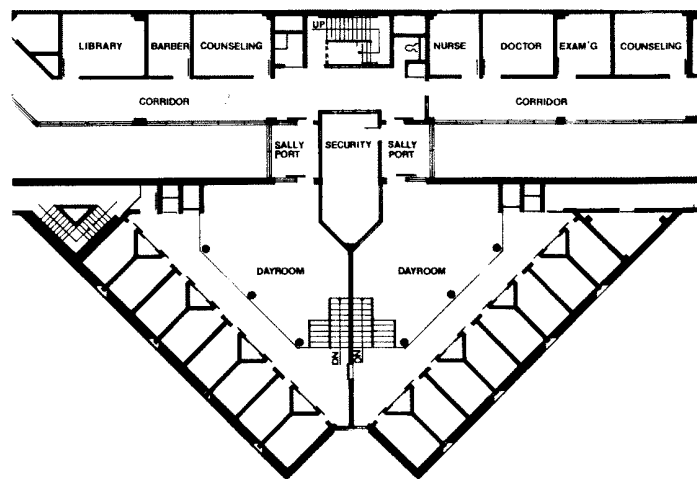


The photo, left, shows the linear jail officer corridor for observation of cells and dayroom spaces. Officers are limited to intermittent observation during walk through, resulting in very limited supervision of the inmates. Officers typically monitor several cellblocks thereby further reducing supervision.

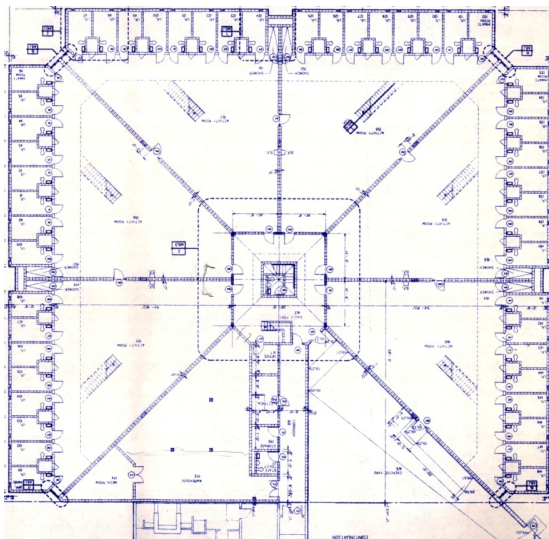
Podular Design and Indirect Supervision

The following diagram shows the podular design where cells are oriented towards the officer's workstation to increase observation of the dayroom and cells. In this model, an officer occupies a secure control room/workstation to observe inmates. Supervision takes place by remote means or the call for a roving officer. NIC found significant differences in the observation model and the direct supervision model where management places staff in the living unit to supervise inmates. An officer positioned in the security booth, shown in the following diagram, is actually prevented from taking effective action when unruly behaviors are observed. The officer must call for outside assistance to react. The response times can often result in serious injuries and liabilities.

This model places the officer on the second level of the center section. The officer views down into each pod and use intercom or loud speakers to communicate with prisoners. Officers can observe much but control little.

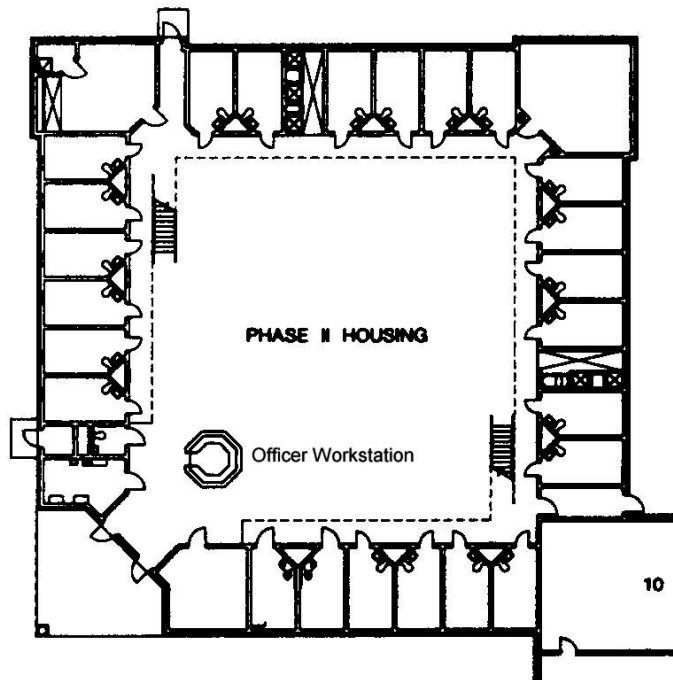


Typical Living Unit



Officer is stationed in security workstation and observes inmate activities in cells and dayroom. Access is limited to delayed movement through the sallyport. Sallyport doors are interlocked and require one to close prior to other opening.

Podular Design and Indirect Supervision with Several living units

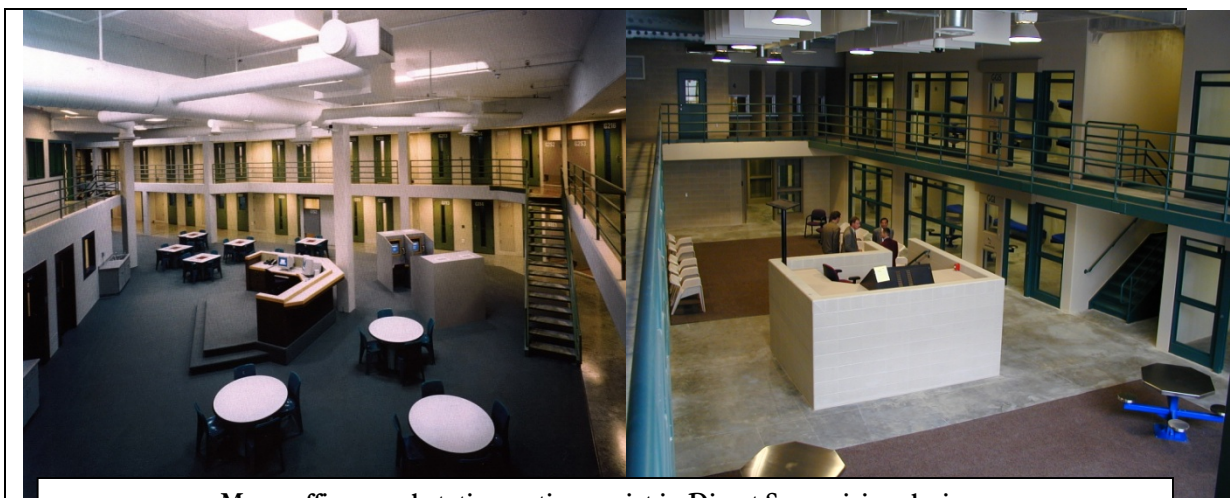


Podular Design / Direct Supervision Model

The diagram, left, shows the Podular Design and Direct Supervision model. The officer is stationed at a workstation in the living unit and interacts constantly with the inmate population. The officer is truly in a position to actively supervise the inmate population. Inmate bed capacity is limited to a manageable number that fits the size of the jail and the need for the separation of various risk classifications. The officer can be proactive and take

immediate action to prevent serious incidents or to diminish negative behaviors. Officers can see and hear a developing situation before a major incident occurs.

Using this model requires modification of the training model and management's enforcement of the Direct Supervision Principles developed over many years by many direct supervision facility managers.



Many officer workstation options exist in Direct Supervision designs

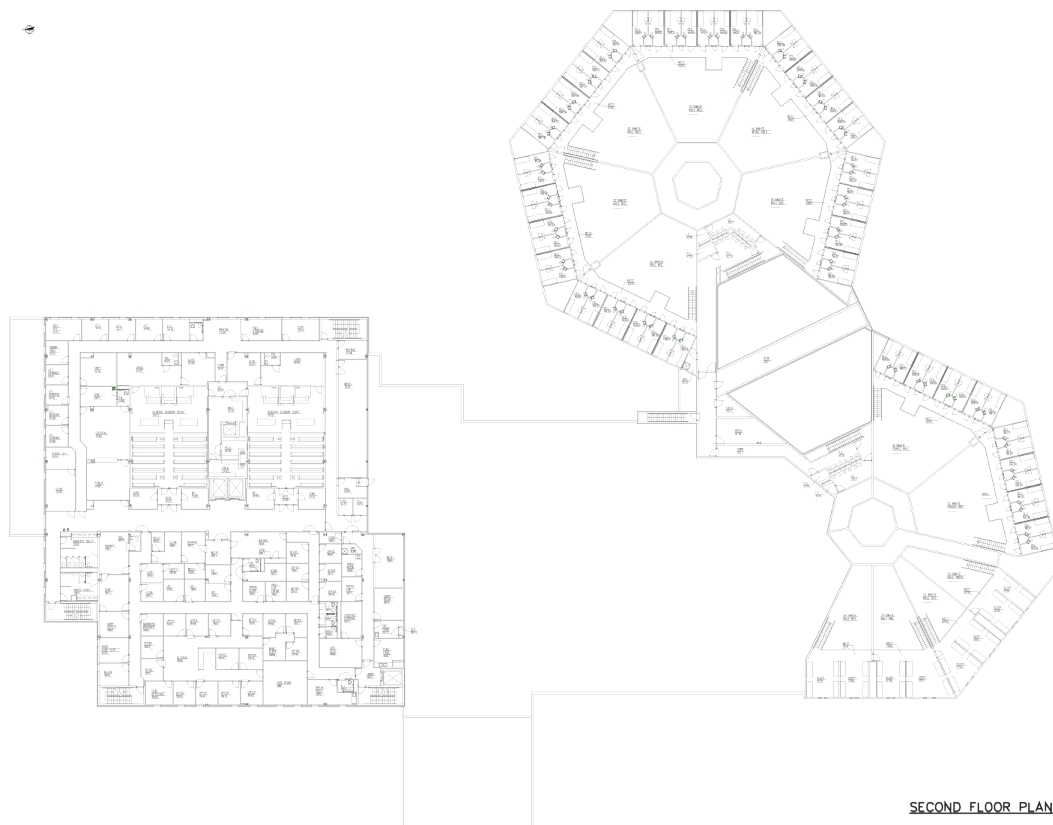
The maximum-security population is usually assigned to an indirect supervision model with more secure design features.

The Blount County Jail: Second Floor

The north end of the second floor serves as sheriff's offices, court support spaces, and office space for the associated departments that operate within this facility. Additionally the second floor features two general sessions' courts and offices for the judges. The evidence technician's office is also on this level along with evidence processing and another storage area.

The southern end offers cells and support space including visitation associated with the main level housing.

The second level floor plan below shows the great distance inmates must travel before arriving at the courtrooms. Note that there is no connection between the north and south wings on this level. Essentially the officer on duty must escort inmates through the first floor from the south wing to the north wing which causes great disruption through the central and lower northern wing. The officer must then escort the inmate to an elevator in the middle of the northern wing before they are finally taken to the second or third level.



The Blount County Jail: Third Floor

The third floor exists only on the northern side of the facility and is entirely used to house court functions. Two circuit courtrooms are on this level along with rooms for juror processing, juror waiting room, and a law library.



Issues

The Blount County Justice Center clearly suffers from substantial and long term jail crowding. The department has assigned some cells for triple bunking, and places prisoners on plastic "boats", beds situated in dayrooms. By doing so, the facility violates their policy and the jail standards that require providing each inmate with at least 35 square feet of dayroom space. The crowding also violates jail standard requirements for ratio of inmate shower and toilet ratios.

Sight and sound separation between male and female inmates has resulted in illogical practices of more severe crowding on the female population. The county acknowledges they are not currently meeting the separation needs.

Key areas such as the laundry and kitchen suffer inordinately from the jail overcrowding. The laundry room must be in operation 24/7 in order to fulfill the current needs. Meals regularly need to be cooked twice as the food service equipment is also incapable of handling the higher production demands that result from jail overcrowding. This building serves as the courthouse which means that

inmates are regularly moved from their cells to the courtroom. Mondays, Wednesdays, and Fridays are the biggest court dates which require the movement of 60 inmates on average in the morning and another 40-70 inmates throughout the afternoon. The frequency of inmate movement presents multiple issues within this facility. Moving inmates requires staff to control movement. The department does use video arraignment technology to reduce prisoner movements.

Visitation presents a similar problem. Inmates are escorted up/down stairs in the living unit to/from the visitation area. There is no direct supervision in the visitation area as all inmates here are monitored by 3 cameras. This raises serious concerns about officer safety.

The Blount County Justice Center offers little in inmate opportunities to pass time; there is no TV and little exercise for inmates. There are no incentives for tasks such as cleaning; instead there are only disincentives in the form of telephone restrictions, cell lockdown, etc. This can potentially lead to the degradation of mental health within the inmates.

Recommendations

1. The Blount County Justice Center was designed with expansion in mind as there is a central hallway between the two pods which already has security access doors. A new living unit could be built off of this corridor.
2. Site relocation could help alleviate overcrowding problems in addition to preparing for future population growth needs. ILPP understands that Blount County has expressed a desire to stay at the current site; however, we have prepared a brief list of potential county-owned properties that are sufficient in lot size.
3. The Blount County Justice Center has a deeded acreage of 10. The list below contains county-owned lots with at least 10 acres or more. Alternatively, the county could seek to build a satellite facility for housing minimum security inmates on a smaller lot.

Blount County Courts



The Courts

Structure

Blount County criminal courts are traditional ones divided into two levels. A General Sessions court, consisting of three judges, handles initial proceedings for all criminal arrests as well as taking all responsibility for misdemeanors. The Circuit Court, made up of two judges, handles all felonies after initial proceedings in the General Sessions court. Because of its small size, the court structure and governance are quite simple; there has been no need for local court rules or a governance framework. Most of the judges are viewed by the legal community as quite hard-working and that seems to be borne out by casual observation of random courtroom proceedings. The judges appear to work closely with other components of the criminal justice system — there is plenty of mutual respect to go around.

Case Processing

A surprising feature of Blount County's system is the way cases get started in the courts. Instead of the widespread U.S. practice where a prosecutor files criminal charges against a defendant after 1) a review of the facts of the case as presented by a law enforcement agency and 2) deciding which cases should be filed at what level of seriousness, in Blount County, charges are directly filed by the police officer with no other review.

Not only are cases filed directly in the courts, the court system does not use a random method of assigning cases to judges. Instead, each judge has responsibility for particular police agencies, with each of them sharing some of the sheriff's officers. Every law enforcement officer in the county is assigned a particular day to appear before his or her judge. Thus, a particular law enforcement officer knows that his or her cases will always go to a particular judge, and will be set the next day that officer is scheduled to appear in court.

This system has the great virtue of assuring that the most commonly needed witness, the arresting officer, will be available for the initial appearance and likely for later appearances as well. It is a close and uniquely intimate system, with

officers getting to know their judge very well and the judges getting to know their officers and agencies even better.

Another remarkable feature of the intake end of the system is the use of clerk magistrates to immediately review the custody status of arrestees. An officer who has arrested a defendant locks up the defendant and takes the arrest warrant to a magistrate to determine whether there is probable cause for the arrest (there almost always is) and to set a release bond (bail.) The magistrates are employees of the County Commission but are supervised by the Court Clerk and are trained by one of the judges.

There seems to be a general consensus that cases filed in court are only occasionally over- or under-charged, most often when a new police officer starts off over zealous, a problem dealt with by calling the superior officer or through training. But the routine filing of minor charges that carry even a small bond that cannot be paid by the defendant leads to needless use of an expensive resource, high custody jail space. It is common for an arrestee to be unable to make a \$500 bond, at least for a number of days. Use of a cite and release, almost universal throughout the United States, would alleviate a large number of these cases.

Despite the commendable speed of getting a case in front of a magistrate for a custody decision, there is often noticeable delay in release, often half a day or more. Because of the large number of cases involved, even a half day delay can account for a significant part of the jail population on a given day.

In addition, there is no system for managing the timeliness of case processing. Although initial appearances often occur about 10 days after arrest, and primacy is given to those in custody, attorneys are generally deferred to by the courts and granted continuances upon request. In particular, felonies move slowly, according to local attorneys, generally taking six months or more to resolve.

“Pay or Stay”

Blount County lacks a sufficient local property tax to fully support local government justice costs, so the county looks for other revenues. Courts are funded by both the state and local governments. To fund court operations, the legislature and local authorities impose an array of fines, fees and taxes on those who come through the courts. Local attorneys agree that most defendants end up being assessed thousands of dollars in fees and fines, more than in most other parts of the country. It is likely that some of these revenues support the County's general fund or non-justice system expenditures.

A 2004 report by the Tennessee Comptroller of the Treasury, Office of Research, urged reform, finding that:

“Local governments expect general sessions and juvenile courts to be self-supporting. The report by the Commission on the Future of the Tennessee

Judiciary indicates that “general sessions courts, for instance, often become primary revenue sources for the county government.”⁹² The County Technical Assistance Service (CTAS) also states “another popular source of revenue available to the county government is the local litigation tax.”⁹³ Many judges and clerks reported that county administrators often pressure them to increase general fund revenues. According to TCA §16-15-5006, local governments have the responsibility to fund general sessions and juvenile courts in their jurisdictions, but often pass that responsibility to the courts. One clerk from a major metropolitan area stated that each year when her office presents its budget to City Council they are told to increase revenues. In interviews with clerks, most supported a uniform cost structure as long as it did not affect local revenue.

"Many interviewees expressed concern that general sessions courts are used to increase county general fund balances and pay for government operating expenses unrelated to the administration of justice. Local governments sometimes add fees and taxes to increase court revenue, which contributes to inequitable costs across the state. Although this is the case in other states as well, the National Center for State Courts warns against using court revenue to fund courts. According to a 1996 NCSC report, “the concept of the self-supporting court has ethical implications if the court in any way uses money it generates from judgments to pay its operational expenses. It is beyond dispute that this practice is not consistent with judicial ethics or the demands of due process and there are relatively few remaining situations of this type.”⁹⁴ As one official emphasized, all of society benefits from the fair administration of justice, and as such, all of society has the responsibility to share in that cost."

A brief listing of the fees and taxes imposed on defendants would include: arrest fee (\$40), bond fee (\$10), CIC tax (\$26.50), clerk’s flat fee (\$60), data entry fee (\$4), county expense fee (\$5), drug court tax (\$15), justice center tax (\$20), courthouse security tax (\$18.25), jail building tax (\$24), jail fee (\$10), judicial commissioners tax (\$2), law library tax (\$1), local county litigation - judge (\$25), public defender fee (\$12.50), service fee data (\$2), state litigation tax (\$29.50), victim assistance (\$45 combined fee), victim notification fund tax (\$3), approved bond D.F. officer fee (\$2.00).

These fees total \$354.75.

There are many other possible fees, including for drug or alcohol test fees, which can run in the many hundreds of dollars as well as a fee for probation supervision (\$40). Since a majority of cases involve drugs, these will most commonly be imposed.

In addition to these fees and court costs, many other debts are enforced through use of the courts and the jail system, including:

- failure to pay child support
- failure to appear in court (FTA)
- failure to pay alimony
- failure to follow a court order or injunction
- failure to provide post-judgment discovery (in a civil debt dispute.)
- contempt of court (not following a court order or making a contemptuous remark)

As a rule, an order to show cause is issued for the defendant to explain why he or she hasn't paid court costs.

The process for enforcing these debts is called "Pay or Stay Day" and varies with the courtroom. In General Sessions courtrooms, one judge simply orders that everything be paid by a fixed date several months in the future. If it is not paid, the defendant is ordered jailed. Another judge will do the same, but will consider the circumstances and sometimes order an extension of the time. Yet another judge holds his "Pay or Stay Day" on a Friday, so that defendants who are put in jail at least have a weekend to come up with the money before losing their job. Some local attorneys suggest that although in the past defendants would be placed in jail for a few days and then released, now they are often left there until payment occurs. The majority stay less than three weeks, with a maximum stay of six months.

The General Sessions Court has some 4,000 cases with payment "agreements." The Circuit Court also orders people to jail for failure to pay costs, though reputedly with less ruthless efficiency; it has about 5,000 cases. There are some 10,000 civil cases out for collection that are older than six months.

Child support is a civil order, but it too is enforced by use of the jail. A part of the prosecutor's office leads enforcement of these orders, carrying a caseload of about 4,500, with about 400 new ones a month entering the system. In effect, the (usually) mother is represented by the DA's office, and the father (or the one ordered to pay) is unrepresented. About a 100 of these men each month get a "purse payment" so they can get out of jail. Government enforcement of child support payments saves some money in welfare that would otherwise be paid to support recipients.

There is no local agency or structure to determine indigence, to set up payment schedules, to provide monitoring, to effectively remind of due dates nor to review ability to pay.

A recent state report noted the General Sessions Court has the highest collection rate in Tennessee. The Clerk is seeking a new law that would allow outside collection companies to collect on accounts, and to add their collection fees to the debt. The bill would also allow the clerks to settle accounts older than five years for 50% or more of the debt.

It has become common for counties to impose a wide variety of fines, fees and costs on defendants, especially on high volume middle-class traffic cases. Blount County,

however, uses its jail to collect debts much more vigorously than is seen in most jurisdictions.

Pills

All people interviewed agreed that the overwhelming problem facing Blount County is an opiate pill epidemic, though there is still something of a methamphetamine problem. These are manufactured by large pharmaceutical companies and dispensed through pain clinics or physicians, though a large number are now arriving through criminal channels. All felt that this epidemic is far worse than past ones because it hits all levels of society, is so addictive and is so hard to break. All estimates are that either directly (drug arrests) or indirectly (theft and other drug related crime) as much as 90 percent of the cases fall in this category.

The large majority of people who start using these drugs cycle through the courts and jail repeatedly.

The county has a few private drug rehabilitation programs and a few faith-based programs, leaving a desperate need for drug treatment.

To deal with a part of this problem, the Circuit Court has initiated a Drug Court in an effort to break the vicious cycle of repeat offenses. Drug Court is limited to felony charges with no violence in current or past offenses. This program is well-regarded in the county.

Other than the Circuit Court's Drug Court, there appears to be no government funded local drug programs, though Morgan and Davis Counties both operate successful drug programs, involving a multiple hour drive to attend the program as well as program charges.

The Blount County probation department does a lot of drug testing, but little in the way of drug treatment. Except for well-to-do defendants who can pay for an attorney and afford distant programs, the default tool used in Blount County to deal with drugs is repeated incarceration.

Probation is almost invariably ordered for sentenced defendants, resulting in almost 2,000 probationers at the time of interviews. Summary (unsupervised) probation is almost never ordered, even in the least of cases. There is a widespread impression that the revenue produced by probation fees is a partial cause of the very large probation population.

The Prosecution

Structure

The Blount County District Attorney General for the Fifth Judicial District is a post created in 1977 and has had only two officials since then. The present incumbent, Mike Flynn, has served since 1990. The office has 7 deputies and two special units:

a Domestic Violence Unit to address victims' needs and prosecute offenders and a Child Support Division to enforce civilly ordered support obligations owed by parents and to reduce dependence on various welfare programs.

Turnover in the office is low as most deputies have been there for well over a decade, suggesting that pay and working conditions are sufficient.

Case Filings

As discussed elsewhere in this report, it is probable that crime and adult arrests in Blount County have been declining or remained stable over the past few years. Despite this, criminal case filings have increased significantly and much faster than the population has grown, as have court dispositions.

The filing of criminal cases in Blount County is quite unusual in American jurisprudence: cases are directly filed by law enforcement officers with magistrates, who review the filing for probable cause. If probable cause is found, as it almost always is, the case enters the court system. There is no review of the case by a prosecutor prior to filing, except in unusual cases where the prosecutor's office has been working with a law enforcement agency on a big or special case or a small number of cases that are directly filed by citizens, a procedure allowed by Tennessee law.

This lack of prosecutorial screening of cases stands in sharp contrast with most American prosecutors, who require that law enforcement file arrest and crime reports with them for review prior to the prosecutor filing the case with the courts.

The prosecutor in Tennessee remains free to dismiss (or "nolle prosequi") a case that should not be in the court system. This happens in Blount County in a small number of cases, a small fraction of the rate at which it happens in the rest of Tennessee (6% versus 37%, see xxx).

These figures suggest that criminal filings are going up at a much faster rate than elsewhere in Tennessee and that the prosecutor is exercising much less control over these filings than elsewhere, whether in Tennessee or other states.

The District Attorney General feels that Blount County strongly needs a misdemeanor drug court to reduce the cycling of people through the General Sessions Court and to better handle lesser drug and drug-related offenses. This view appears to be unanimous among judges, prosecutor, defense and law enforcement in Blount County. He is also familiar with the programs for drug addictions available locally (Helen Ross McNabb programs, some private non-profits and some jail workers) and their inadequacy in the face of the problem in Blount County.

He sees little under- or over-charging of crimes filed by law enforcement officers; when it does appear, he can informally call the Sheriff's Office and see that adequate training is given.

Mandatory Sentences

Mandatory sentencing has been a sporadic trend over the last few decades in various American jurisdictions. Tennessee has adopted a mandatory sentencing law that has created Drug Free Zones (1,000 yards of a school, park, library and similar public places.) If a drug offense occurs in one of these, the minimum sentence is between 15 and 25 years and is mandatory.

Mandatory sentencing laws shift power in the justice system from judges to prosecutors. If the prosecutor files the case, the judge's hands are tied. Local attorneys say that these kinds of cases are either not filed, dismissed, "waived" to a lower court or reduced in other Tennessee jurisdictions, but that rarely happens in Blount County, suggesting a failure to exercise prosecutorial discretion in appropriate cases.

The Defense

The Blount County Public Defender's office was created in 1989 to provide representation of criminal defendants who cannot afford their own attorney. Any defendant can request representation and the court will determine indigence; a court appointment is needed for the public defender to represent a client.

If there is a conflict in representing two defendants charged in the same incident, the court will typically appoint a private attorney, usually one present in the courtroom at the time of the defendant's first appearance, to represent the conflict defendant. There is no specially designated conflict bar.

Private attorneys are appointed in cases where the public defender cannot accept the case in the same way, though occasionally for particular reasons an experienced attorney will be appointed who is known to the judge.

The private defense bar appeared to be of a high quality, primarily representing defendants who have a pill addiction problem but who come from families with sufficient resources to afford private counsel.

The defense bar appears to share many of the opinions of the judges and prosecutors: there is a serious shortage of programs to deal with drug (pill) addiction, the overwhelming majority of cases involve drugs directly and almost all the rest involve stealing to get drugs. Perhaps surprisingly, the defense bar seemed to agree that for the most part, charged offenses could be supported by the underlying facts, i.e., there was relatively little overcharging except in some kinds of offenses. One example occurs when the investigating officer in a theft case simply accepts the victim's estimate of property value, which often proves exaggerated. Others occur when all occupants of a car are all charged with drugs found in the car, a problem in many co-defendant cases.

But there was a passionate sense that the use of the jail for all these pill offenses was the most expensive and least effective way to deal with the problem. They describe

a drug culture in the local jail in which jailed inmates learn from each other where the dealers are, various techniques for obtaining drugs and how to avoid detection. They were all very familiar with the lack of adequate local programs to deal with drug addiction and the difficulty of getting clients to remote locations where there were resources.

In particular, the local probation department was noted for having huge numbers of probationers, a high volume of drug tests that generate violations of probation and an almost complete lack of drug programs to address the problem.

The other problem noted by the defense bar is the widespread use of the local jail to collect money from the working poor to support the county government. The local judges have stopped imposing all of the court costs, fees and taxes on the indigent (clients of the public defender), but continue to impose them, to the tune of thousands of dollars, on anyone who obtained their own attorney, who are rarely the wealthy, occasionally the middle class and usually the working poor. Every attorney interviewed could recite cases of people who lost their job because they couldn't pay the costs, fines, fees and taxes. And many of them are not ever charged with a crime, instead they are those who have fallen behind in alimony, child support or a failure to appear in court.

In Blount County, there seems to be little of the conflict sometimes found among the prosecution, courts, law enforcement and the defense bar. The local legal culture encourages respect for the roles of the various participants.

There is, however, a clear sense among the defense bar, reinforced by observation of the first appearance calendar, that many minor cases charged as criminal offenses could be handled through alternative means, like diversion or social or community programs, and that Blount County is behind its neighbors in this respect.

Recommendations

1. The Blount County Courts Should Obtain or Create a Structured Method for Managing Cases to Assure Timely Decisions and Adequate information about Caseloads.

Most American courts today use software designed to manage their records, provide structure to their processes and produce information to accurately describe and help improve their decisions. Some of record management systems (RMS) are produced by large software vendors, some by state governments and some by local software vendors. The integration of the various RMS among the functions of law enforcement, prosecution, defense and courts is the subject of a separate section of this report on Information Technology.

However, Blount County should expand TNCIS capabilities to permit the storage of arrest and other evidentiary documents digitally, integration with SOMS for transfer of digital data and most importantly, to permit

judges and others to be able to quickly determine the real-time custody status of jail inmates.

2. The Prosecution or the Commissioners Should Screen Cases Before Filing In Court.

The present practice in Blount County of directly filing all law enforcement arrest warrants as criminal cases fails to conform to the best practices of law enforcement. The National District Attorney's Association urges that "...[S]creening decisions are the most important made by prosecutors in the exercise of their discretion in the search for justice. The screening decision determines whether or not a matter will be absorbed into the criminal justice system. While the decision may be very easy at times, at others it will require an examination of the prosecutor's beliefs regarding the criminal justice system, the goals of prosecution, and a broad assortment of other factors." The NDAA sets forth standards (4-1.1 to 4-1.4) to guide the decision whether to initiate a case. [National District Attorneys Association, National Prosecution Standards, Third Edition.]

In Blount County, this decision could also be made by magistrates, who are part of the executive branch of the local government but are supervised by the courts. They could apply the NDAA standards for screening of cases.

In addition to screening the cases, the prosecutor should set up a diversion program to divert cases from the court system when a non-judicial remedy is likely to deal with the problem more effectively and inexpensively than a court remedy.

Diversion is described by the NDAA as "...the channeling of criminal defendants and even potential defendants, into programs that may not result in a criminal conviction. The purposes of diversion programs include:

- Unburdening court dockets and conserving judicial resources for more serious cases;
- Reducing the incidence of offender recidivism by providing community-based rehabilitation that would be more effective and less costly than the alternatives available in continued criminal prosecution."

For example, many of the cases in Blount County involve drug addiction that could be more effectively dealt with if there were adequate programs to treat the addiction without the enormous expense of incarceration. In addition, provisions of the Affordable Care Act permit federal funding to

treat these problems as long as they are not part of the criminal justice system.

Only chronic, incorrigible cases that need the sanction of the court system should remain in the courts.

The National District Attorneys Association also provides standards for diversions programs, including the prosecutor's responsibility to determine whether this is the best alternative, the need for adequate programs, what factors to consider and appropriate procedures to follow, including the preservation of facts and legal options to prosecute should diversion fail. See the NDAA National Prosecution Standards, Third Edition, Standards 4-3.1 to 4-3.8.

3. The Courts Should Designate the Clerk to Provide Full Debt Collections Services.

The present practice of simply imposing a dollar amount on inmates and citizens (alimony and child support) due on a certain date is highly likely to lead to failure to pay. Doctors, dentists and retail business of all sorts long ago concluded that certain practices would lead to a much higher rate of repayment, including a careful assessment of how much a person can rationally afford to pay, structuring payments so they are affordable, requiring and monitoring regular, periodic payment, providing timely reminders and assuring prompt action if payments are missed.

Many American courts have their clerks set up shop in or next to the courtroom so that defendants immediately go to a collections desk to determine ability to pay, credit worthiness, and assets, and to set up a payment schedule and to collect whatever can be immediately paid on a credit card or form of payment.

It is well known that the shadow of the courthouse is most conducive to achieving settlement and payment of legal debts.

4. The County Should Reconsider and Restructure Its Use of Its Jail to Collect Debts.

Debtors' prisons were prevalent throughout the United States up until the mid-1800s. The United States eliminated the imprisonment of debtors under federal law in 1833 making the use of debtors' prisons a matter for the states. Recent studies point out that another form of debtor's prison is emerging in states with high levels of incarceration.

A 2010 study of fifteen states with the highest incarcerated populations by the Brennan Center for Justice found that all fifteen states sampled have jurisdictions that arrest people for failing to pay debt or appear at debt related hearings. [Bennan Center Report]

The report found that this sort of debt adds up quickly, local jurisdictions fail to track the real costs of trying to collect money this way and that criminal justice fees frequently lead to an insurmountable cycle of debt because of a lack of fee waivers, unworkable payment plans, no meaningful community service alternatives and finally, poverty penalties compound debt and enrich private companies.

A day in the Blount County jail costs approximately \$75 for operating costs and perhaps \$100 including capital outlay costs (the cost of building or replacing a jail amortized over the life of the jail, plus the costs of financing it.) That means the county taxpayer pays about \$3,000 a month to lock up somebody to recover fees and fines. More than \$3,000 would have to be collected from that person that month to make the expenditure fiscally responsible.

The County needs to assess whether it is actually benefiting from its use of jail to collect debts, or whether it is simply putting the taxpayer deeper into long-term obligations by forcing the building of a new jail.

5. The County needs to significantly expand programs for drug treatment and redirect addicts, reserving the jail for those who are unwilling or unable to deal with their addiction. This recommendation is discussed in more depth later in this report.

Information Technology



Putting Information Together

In most American jurisdictions, county criminal justice is less a system than a loosely organized set of component parts. Typically, law enforcement agencies start a case with an arrest that triggers activity in the jail system, the prosecutor's office, the public defender, the courts and pre- and post-conviction service organizations. Many elements are led by independently elected or appointed public officials, each responsible for the operation of their own "domain" and not especially accountable to others.

No single official or agency is responsible for the whole system. Each component agency can be well organized internally, but unaware of specific consequences of its interactions with other agencies. Occasionally some incident results in controversy that causes local criminal justice agencies to reach a mutual accommodation until some new upheaval forces a reexamination of the process.

Flow of Offenders

Another way to view the system is as a flow or stream. A crime is committed, an investigation is made, a criminal is arrested and booked into the jail. Pre-conviction services (bail, bond) and supervision occur and an arrest report is prepared and sent to the prosecutor, who prepares criminal charges based primarily on that report. Various scheduling activities occur among the prosecution, defense, and courts, some information is exchanged (discovery and presentation of evidence), and some decisions are recorded. Adjudication finally occurs, almost always as a result of a plea, and post conviction services such as probation or parole are rendered if an offender is convicted. As data is entered into a series of fields in a database, or boxes on a paper form, the information is mostly static after the arrest, aside from dates and outcomes of court events. Some of what each agency does or does not do is passed along to all of the downstream agencies. The effects are not always intended or even known to the acting agency.

The arrest report is the single document containing the largest amount of information that will be needed by almost everybody downstream. It has the defendant's name and identifying information, as well as his demographics. Basic information about the crime is recorded, which will change little if at all in the large majority of cases as they progress downstream. Criminal history and other initial

information is noted and cross-referenced to many other sources of information, including charges and status in the system. The information in the arrest report will be needed repeatedly by each of the downstream operatives. Nationally, significant progress has been made in the last two decades in developing management information systems for the various components of a criminal justice system. The big conundrum for the past decade has been getting the different parts to integrate with each other and the overall system.

Information Technology in Blount County

Blount County is not in the forefront of criminal justice records management systems nationally. This is probably appropriate, given its modest size and high level of cooperation among local officials.



PHOTO BY MICHAEL PATRICK, COPYRIGHT © 2011

Above, Blount County Public Defender Mack Garner examining a “shuck,” an envelope containing key court documents.

The flow of data in Blount County in most cases begins with the entry of an arrest report into a law enforcement electronic database. The sheriff and the cities of Alcoa and Maryville all use a system called SOMS by MM Microsystems. These account for the large majority of cases; other smaller agencies do not have records management systems.

The courts, both Circuit and General Sessions, recently adopted a new records management system called TNCIS, for Tennessee Court Information System. The system was put together by a local firm that has semi-governmental status called

LGDP (Local Government Data Processing.) It is used by many counties in Tennessee.

Archives of older cases were scanned into the system.

The courts, the District Attorney General and the Public Defender all have SOMS and TNCIS terminals in their office. Although this information is available digitally, the state's attorney, the courts and the defense bar all use paper documents. These compact documents are stuffed into a manila envelope, open at one end, called a "shuck." On any courtroom day, dozens of people can be seen scurrying about exchanging shucks to move cases along.

SOMS does not show who is in custody, which is a significant failing. SOMS does not integrate with the state prison system or local or state probation. The courts send a statistical report to the state from TNCIS.

There have been minor problems implementing TNCIS while people long used to the old system get used to new terminology for long familiar ones. The new system is slower than the old though software tweaks or rewrites may remedy that problem.

All government buildings in the county are connected by fiber optic cables and the main server has lots of working memory.

The juvenile court is not yet in the TNCIS system.

Missing Integrations

No law enforcement agency in Blount County integrates its arrest reports and other data electronically. Paper forms and reports are printed out and carried over to the courts. Defense lawyers go pick up their own paper copies.

Reliance on paper documents results in significant delay. The paper document has to be printed out, reviewed and set up for delivery. The delivered documents encounter further delay until they are moved to the desk of the appropriate person.

Electronically delivered documents move immediately to the targeted official, leaving a record of departure, delivery and activity, eliminating much of the overhead of the traditional system.

Integration has two aspects: data transfer and document transfer. Data transfer means that the individual pieces of information are electronically transmitted to a database that recognizes the information and knows where to put it within itself. Thus, the law enforcement agency database would send the defendant's last name to the court system and that system would put the name into itself in all the spots where it needs the defendant's last name, and so on for each piece of information in

the report. The second aspect, document transfer, simply means that reports prepared in one system are converted to a fixed electronic image such as a PDF, and thus frozen in time, are electronically transmitted.

The inability to either transfer the information or a digital copy of the document is a significant breakdown in integration.

In Blount County, neither the General Sessions nor the Circuit Court receives the advantage of having the arrest report data integrated into its records management system, TNCIS. Additional documents that require the information cost not only the clerical position to retype, but also the time and expense to produce the paper documents in the Sheriff's Office or pertinent police department and the expense of delivering the paper to the court. More importantly, all of these activities needed in the traditional, paper document flow create delays in decision-making. While they are underway, no one knows what the defendant will be charged with, other law enforcement agencies don't know whether he will be charged, his defense attorney and family can't take action until they know, and many other consequences of delay are incurred.

This lack of integration is basic: the arrest report contains the foundational information about the defendant, the officers and other witnesses as well as jurisdictional, date and indexing information. All of this information is needed by downstream agencies, especially the district attorney general, defense and courts. It now has to be entered separately by each of those entities.

Another lack of integration is the lack of electronic discovery. In Blount County, the prosecution regularly provides the police reports, lab reports and witness and other statements that underlie the criminal charges. But this is done in the traditional way, with paper copies of reports being provided. This increases costs to the County overall in the equipment and clerical time needed to make and deliver copies, as well as increasing delay and rendering parties unable to make decisions for lack of information. Electronic discovery is fast and inexpensive and makes information promptly available for whatever decisions need to be made by defendant, the prosecution and courts.

The County could provide secure transmission of documents to private attorneys via virtual private network (VPN) connections to the public defender and authorized private law offices that represent criminal defendants in Blount County. The cost of doing so is minimal and should not prove a burden to accomplish. The County already uses VPNs to the state and federal governments.

Attorneys, judges and physicians have been among the last of American professions to adopt innovations of the electronic age. They have been isolated from global competition by the nature of their work, and therefore have not been exposed to the pressures that would encourage greater efficiency in their handling of information. That resistance has been breaking down in the past decade, though, and even

federal judges have moved to a largely electronic system of electronically filing and managing case records.

Blount County needs an overall plan for assuring a smoothly integrated justice information system, along with a mechanism for making decisions, choosing priorities, maximizing efficient funding and avoiding turf wars.

Recommendations

1. Law enforcement reports, especially arrest reports and warrants, should be provided in digital format.
2. The data underlying law enforcement reports should be provided electronically to TNCIS and other data systems.
3. Providing electronic discovery would expedite the legal process.
4. The courtroom should utilize computers to access calendars, pleadings, demonstrative evidence and other justice information. These computers should be available to judges, attorneys, and courtroom personnel.



Behavioral Health

Introduction

Social institutions that deal with criminal misconduct and behavioral health issues have evolved largely independent of each other, yet substance abusing offenders take up a disproportionate number of jail beds. Of the 2.3 million inmates crowding our nation's prisons and jails, 85% were substance-involved, according to a 2010 report by The National Center on Addiction and Substance Abuse at Columbia University. That same report found that in 2006, alcohol and other drugs were involved in 78% of violent crimes, 83% of property crimes, and 77% of public order, immigration or weapons offenses and probation/parole violations. These numbers are not unique, nor are they declining: "Between 1996 and 2006, as the U.S. population rose by 12%, the number of adults incarcerated rose by 33% to 2.3 million inmates, and the number of inmates who were substance involved shot up by 43% to 1.9 million inmates." Simply put, the country's criminal justice systems continue to struggle with a problem they are not designed to handle.

The state of Tennessee is no exception. *The Daily Times* reported Tennessee ranked No. 2 in the number of meth labs in the nation in 2012 and was in contention to finish just as high in 2013 with 1,685 lab seizures across the state. According to the 5th Judicial Drug Task Force, 76 meth labs were worked in Blount County in 2013, up from 20 in 2012. The Blount County Jail is consequently plagued by a major league prescription drug problem, opiates, and meth.

Though the substance-involved fall susceptible to a revolving door of streets, arrest, incarceration, and hospitalization, research suggests these outcomes can be improved through the accurate screening and assessment of individuals' risk to public safety and their clinical needs, and then matching these results to appropriate accountability and treatment measures.

Handling Substance-Involved Offenders in the Blount Criminal Justice System

Blount does not have a serious best practice strategy for dealing with substance abuse. The jail is used as a place for clean-up time; the Drug Court has a huge waiting list (2-3 months), and it is only for felons with a Tennessee Department of

Corrections sentence. There is no Drug Court for Sessions Court because of a lack of funding.

Interviews with County leaders expressed that jail custody brings around a lot of addicts and offenders. It appears that for Blount, the strategy towards drug treatment is fast sanctions and probation violation.

The idea is “jail if fail”. For example, HOPE of East Tennessee provides recovery residences and outpatient treatment for men and women with substance use disorders and co-occurring mental health disorders. Such treatment centers provide rules and supervision, but ultimately offenders are arrested and jailed. Drug offenders are put on probation, and if they use once or twice, their violation gains more jail time. At 41%, the jail is full of probation violators whose average length of stay is 61 days.

Channeling appropriate offenders into drug treatment instead of incarceration is especially important given that inmates who suffer from addiction present unique challenges for the penal system, which is not primarily organized to address these problems. Providing meaningful and effective alternative programs and support services to these offenders is of critical importance.

The Table, below represents an attempt to lay out the basic Blount County options for drug treatment.

Which option(s), if any, are selected by the County will depend upon County values and preferences, and hopefully on assessments of the risks the drug abuser pose and their treatment needs.

Note the “type/modality” is organized from most external control at the top of the chart, to least external control at the bottom of the chart. This is meant to be a summation of how the County might address drug abuse in Blount. (Note ILPP has not included any “prevention” or tertiary approaches – these all deal with the control side for identified drug abusers.) At this stage ILPP is not yet sure how to fit the existing drug court into this matrix.

Strategic Options – Drug Abuse

Level of Custodial and External Control	Type/Modality	Treatment	Additional Controls	Additional Controls
	Level of Custodial and External Control	Type/Modality	Treatment	
	Corrections Institution – Non Secure, Minimum Security Dorm	Minimal	Drug Testing	
	Corrections/Inpatient Treatment Blend. Non Secure Community-Based Dorm	Therapeutic Community	Drug Testing	
	Inpatient Treatment	Full Service	Probation option	

	Day Report/ Day Treatment Center	Varies from Report only to Full Service	Drug Testing; Electronic Monitoring; Probation option
	Probation Supervision	Standard and specialized conditions of probation	Drug Testing; Electronic Monitoring; Shock Incarceration
	Outpatient Treatment	Full Service	Probation Option

Treatment In Jail

Blount's Substance Abuse Prevention Action Team is a volunteer based diversion program that aims to educate the community on the dangers of substance abuse and promote drug prevention before and in lieu of jail. The Action Team works with the county, DA, judges, and physicians to develop policy planning.

In jail drug treatment services are contracted to Southern Health Partners, a private health services company based in Chattanooga.

Drug treatment programs include Blount Memorial Hospital Inpatient & Outpatient Treatment in Maryville and Cornerstone of Recovery Alcohol and Drug Treatment in Louisville.

In contracting with private providers, accountability is critical for both data integration and compliance. To ensure accountable services, the County should engage an independent expert to monitor contract compliance and patient outcomes. The focus should be a system that tracks offenders with mental illness throughout the justice system and in the community and avoids isolating the jail from local community services and networks of data sharing.

Funding Treatment of Incarcerated Patients

Behavioral health care for inmates is extremely costly, but recent federal legislation has made Medicaid funding available for services rendered to inmates outside of correctional facilities. In 1997, the U.S. Department of Health and Human Services approved reimbursement for services to inmates treated for at least 24 hours outside of state or local correctional facilities.

While criteria for Medicaid eligibility previously limited this coverage to a narrow population, changes brought on by Affordable Care Act will extend Medicaid funding to cover all poor adults, i.e., most inmates. Effective January 2014, this expansion will allow local agency reimbursement for 100% of health care services to inmates who are transported to clinics and hospitals, including offenders on probation, parole, or house arrest. Blount has had discussions with the State of Tennessee—until the state extends Medicaid statewide to qualified citizens, ACA will not apply. However, General Assembly did pass a law that becomes effective April 2015, which

has the potential to reduce some medical costs for the County. The State has not yet developed guidelines associated with the legislation.

Recommendations

1. Expand the Drug Court to speed up processing and establish a Drug Court for sessions.
2. The CJAB should lead interagency coordination focused around drug treatment.

Interagency collaboration is at the top of the list of Best Practices for serving the substance-involved in jails. Collaboration between behavioral health agencies and jails supports the appropriate treatment of drug users in jail, removes those who do not belong in the jail, facilitates transition for those being released from jail, and reduces relapse and recidivism of those who are released. The frequent co-occurrence of substance abuse and criminal behavior has created a demand for more integrated approaches capable of addressing both of these problems. The CJAB should re-focus to make collaboration for a continuum of care its priority.

3. Consider minimal, lightweight construction just to provide drug treatment. The facility would be a large “low” minimum security or even “no security” but a private security guarded dorm or set of dorms, motel-style, with some program spaces and a lot of drug rehabilitation. The facility would house only those who are in “custody,” based on a risk assessment and security for those who require supervision due to some level of concern with security based on objective risk assessment. Certainly there needs to be security for any deemed, by an objective validated risk assessment instrument, to be dangerous.
4. Establish an integrated residential drug court program modeled after that in Nashville.

Davidson County is the “only” drug court in the country that operates its own residential facility, consisting of residential, intensive outpatient and aftercare components. It is an inpatient and outpatient program that can house 40 female and 60 male long-term residents (1 year or more) for treatment of chemical dependency. The recidivism rate hovers around 25%, retention rate at 65%, and negative drug test rate at 97%. A Court Assessment Team assesses referrals (made by the public defender’s office, a private defense attorney, or upon successful completion of an in-jail treatment program) and decide placement in either a residential program or intensive outpatient program. Costs are \$48 per day instead of \$63.41 per day in jail, a 30% savings. Since 1997, the program diverted around 1,500 offenders from the Tennessee House of Corrections and provided over 50,000 hours of community service.

Justice System Action Plan

An action plan for Blount County's justice system is needed to prioritize the most important recommended system changes from this study, recommendations that have been modified and tailored to Blount County, based on extensive comments on the Draft Report by system leaders.

These recommendations will have a strong direct or indirect impact on improving public safety, managing jail crowding, and improving the cost effectiveness of County and other funding streams. For these reasons, they are not merely intended to be suggestive. These are recommendations to be implemented.

The overarching objective is to establish better partnerships between interdependent agencies and to better manage increasing workload within available resources. This enhances public safety by prioritization, coordination, planning, and monitoring. Serious policy, procedure, and organizational reform must result.

Although Blount has already approved the Draft Report and taken a few steps to adopt its recommendations, the challenge of change remains very substantial, as change in context is hard for agencies and staff— requiring they become accustomed to new philosophies and practices. Change in context results in changes in *meaning* and *predictability* for the work routines of leaders, managers, supervisors, and workers because the same decisions and routines are no longer available, if change is instituted, routines that now make work life predictable. Losses in predictability cause a sense of *loss of control*, and are therefore almost always resisted. Forewarned is forearmed.

The data set out in this final project report, on system performance and successful implementation elsewhere, suggests that the control leaders perceive they have over their work is control over their own environment— not real control over public safety or system performance. The real control is yet to come and will arrive with continued implementation of the recommendations in this report, greater budgetary control, and the resulting managed system.

This Action Plan should be used to schedule and organize efforts to implement the study's direction and provide more accountability for all in the process of making clearly needed change.

The Action Plan

The Criminal Justice Executive Council is expected to lead the implementation of the recommendations, with the full voting moral and budgetary support of the County Board and Administrator.

Methodology for Costs and Savings

In the discussion of very rough costs and savings, the following general terms are used:

“Minimal” cost: No new staff or buildings are needed. The cost might involved some reassignment of staff to new or alternate duties.

“Indirect” or “Contingent” savings: These savings result from the actions of the group, coordinator, etc., not from the mere establishment of the position or group. Also, most savings are dependent on the outcome of future findings, so they cannot be quantified more specifically than “major” meaning millions, “substantial” meaning hundreds of thousands, or “moderate” meaning \$10k to \$100k.

“Minor” costs: Usually under \$10k.

Key Recommendations

In Blount, 41% of the pretrial population is being held on a pending probation violation (i.e., a probation violation was the most serious charge) with no bond. 57% of the pretrial population had a probation violation (a probation violation was not the most serious charge). These percentages are, in comparison with the 400 plus counties ILPP has studied, by far the highest figures ever seen. 57% of the pretrial population was being held without bond because they had a probation violation pending. Hence, the Courts employ probation violations to deny bonds to persons charged with a new offense while on active probation.

ILPP poses two questions:

- (1) How many people would be released from jail or local probation or state probation if a generous benefactor suddenly stepped forward to pay their financial obligations to the system; that is, people under supervision *only* for failure to pay fines, fees forfeitures, charges for booking, probation fees, program fees, etc.?
- (2) How many inmates would be instantly released if their bail were paid?
One local with excellent reason to know was quick to point out that for the price a single jail cell in paying these fines and bails, the jail would no longer be crowded; and that is of course without considering the cost of staffing the jail cell, which is the biggest cost.

The answers to these two questions will be an indicator of how often the Blount Jail is being used as a debtors prison. Although federal imprisonment for unpaid debt has been illegal in the U.S. since 1833, this relic of the past has returned in a modern guise: probation violation. ILPP strongly finds that Blount Jail's probation violation numbers are substantial enough, and the release of these people would ease or eliminate crowding and/or the need to build.

Consider the following strategy.

It is unlikely that a generous benefactor could be found. The County and the local justice system could be the benefactor of last resort, if officials were willing to instantly eliminate these financial obligations for people currently under correctional supervision. This approach is not likely to be acceptable because the ethos is it would "fail to hold offenders accountable."

An alternative is to allow these offenders to work off their obligation(s) in a weekend county work program, which would involve them in cleaning up local cemeteries, parks, and roadways, etc. In this way, it would be obvious for all to see that these offenders are both being punished and being put to useful work. They could be allowed to work off their financial obligations to the system at a rate near the minimum wage, and to work off their financial obligation at a "Day Fine" rate, with the rate being close to what they would make at their regular job, and not be charged to participate in the work program.

The County should consider the cost of mounting this work program as something that would reduce both jail and probation caseloads and thus postpone the need for jail construction.

Recommendation: Lower the jail population of "locals" to 100 via police citation of misdemeanants in lieu of custody, or speedier process, real classification, and elimination of the over and less obvious aspects of a debtor's prison.

The following recommendations are instrumental to public safety and critical in reducing crowding and stopping significant wasted funds. Because these policy-oriented or fundamental changes are key to the criminal justice system's efficiency, they should be implemented immediately or within the next fiscal year.

Recommendation: In regards to construction, Blount County should try to avoid building while finishing the apparently already started effort to re-calculate the Federal rate, and after having it audited to be sure it is as high as it can be. Federal rates as currently charged are instrumental to one of the major "illusions" of "making money from the jail".

Recommendation: Upgrade the current Board Appointed Corrections Committee by moving all non-governmental stakeholders off, establishing a small Executive Committee of gatekeeper/ agency heads including the Mayor, engaging a strong outside facilitator, and providing the new CJAB (Criminal Justice Advisory Board) with some staffing from existing agencies dedicated to generating data-based analyses that lead directly to agendas and decisions.

Objective: To provide oversight, direction, cost control, reengineering and management for the criminal justice system as a whole. Nationally, this policy planning approach is widely considered “best practice” for focus and impact on public safety crowding and budget.

Lead Agency: All criminal justice agency heads.

Logistics: Mayor and Board and Executive Order to formalize and modify current practice.

Cost: Minimal.

Pros: Fosters management of the criminal justice agencies as a system and will lead to profound overall system efficiencies and improved system effectiveness

Cons: Requires real cooperation and commitment from each criminal justice agency. However, this should not be a serious obstacle because there is already some amount of cooperation between agencies and a collective growing interest in improving the criminal justice system.

Savings: Actual savings in dollar amounts are difficult to quantify but are extremely large and inherent in inefficiencies that will be eliminated through simple coordination and regular meetings with data,, resulting in improved system effectiveness.

Recommendation: Establish a Jail Population Analysis System (JPAS). Use existing data formatted to show the impact on bookings and average length of stay of various policies, procedures. and programs.

Objective: Puts existing data into a decision framework that can be immediately used to control crowding and many related problems.

Lead Agency: Sheriff and Mayor.

Logistics: New reporting formats.

Costs: Minimal.

Pros:	Allows real time population management through monitoring impacts of policies and procedures on various subgroups, particularly on average length of stay.
Cons:	None.
Savings:	Major over time; substantial immediately.

Recommendation: Formulate release criteria, and adopt with the approval of the Executive Committee of the Criminal Justice Executive Council (CJEC), and commit strongly to the methodology for solving future system capacity problems.

Objective:	Reduce Jail crowding.
Lead Agency:	The Courts and Sheriff.
Cost:	None.
Pros:	Results in major jail bed savings by effecting more releases earlier in the judicial process and reducing the incarceration of minimal risk offenders.
Cons:	Although major change may result in resistance, implementation will later result in strong support.
Savings:	Significant.

Recommendation: Establish population capacity limits for each of the jails, with support of CJEC's Executive Committee, the CJEC, and county government.

Objective:	The County needs to translate this study and this action plan into a series of steps to be taken, based on population caps and various levels of crowding. Decisions about policies, practices and programs, and eventually facilities should be planned system-wide, in advance.
Lead Agency:	Sheriff's Office/Jail, Courts, and CJEC.
Cost:	Minimal.
Pros:	Removes the onus for diversion, release, and alternatives from law enforcement agencies and places them in a system-wide framework. This will improve budgeting and long term planning.
Cons:	Any plan to provide for those now incarcerated, without newly constructed beds, will meet with some resistance from those

stakeholders invested in new beds, as well as some sub-groups and interest groups of citizens of various persuasions

Savings:

This recommendation has the potential to divert large expensive construction projects and resulting staff budgets for beds that are not now needed. Staff budgets are anticipated to be enormous over the life cycle of the facility. Thus, the savings are major.

Appendix A. Summary of Recommendations

Summary of Recommendations

This document contains a menu of options, designed to reduce intake or length of processing time at the key justice system processing points. Implementation of options most relevant to Blount County will reduce the size of the jail population and reduce the workload of the criminal justice system. This Summary of Recommendations will be implemented into an Action Plan, a concise listed approach of all the recommendations ILPP makes in order of timing and priority, and described with enough information to guide immediate and phased implementation.

1. Tracking and Profile Studies
2. Trends and Projections
 - a. Arrest
 - Strengthen field supervision by having supervising officers review arrest decision; provide training and guidelines to encourage non arrest dispositions.
 - Initiate a Police Diversion Program and a Station House or Magistrate bail program.
 - Produce countywide data on crimes and adult arrests and compare statewide rates and with similar counties. This will identify areas to focus effort.
 - b. Detain
 - Create written citations/summons policies and procedures in each local arresting agency and countywide.
 - Charge each arresting agency a fee to cover costs of booking an arrestee into jail.
 - Create written guidelines and point scale for Magistrates.
 - Initiate a Sobering Station.
 - Analyze changes in booking and lengths of stay of various prisoner types. This will identify areas to focus effort and help evaluate progress at reducing bookings and/or lengths of stay.
 - c. Release from detention
 - Create a list of “no jail” offenses. Make jail a limited purpose facility.
 - Enable the jail to release misdemeanants on citation or summons.
 - Review/revise the bail schedule.
 - Initiate a pre-trial release program that includes RoR, Supervised RoR, bracelets, etc. and uses an objective point score scale.
 - Initiate third party release program.
 - Eliminate the weekend detention program.
 - Develop a bail expediting program.
 - Initiate a jail parole program.
 - Implement a program to reduce warrants/holds.
 - Hire a Population Control Officer who will sort through the jail population each day to figure out who might be released more quickly.
 - d. Filing
 - Develop prosecutor training for police such as charging practices and prosecutor requirements (corpus).
 - Prosecutor-Police should review cases of rejected charges and not guilty dispositions.
 - Case screening by prosecutor.
 - e. Adjudication

- Defense at initial arraignment.
 - Initiate readiness hearings or pretrial conference involving prosecutor/defense/judge.
 - Analyze case processing times. Compare with statewide averages and other similar counties.
 - Initiate case processing delay reduction program.
 - Prepare priority court dates for persons in custody.
 - Initiate Deferred Prosecution and defender-based advocacy.
- f. Sentencing
- Provide short form presentence reports.
 - Develop a graduated set of sentencing options.
 - Day fines only
 - Restitution only
 - Provide a weekend work program
 - Day reporting – reporting only (off site store front).
 - Day reporting and treatment
 - Continue to implement house arrest i.e. electronic monitoring
 - Community service should be an alternative sentence.
 - Residential halfway house type setting
 - Non-secure residential probation violation center and minimum security dorm
 - Reduce time between conviction and sentencing and transfer to prison
- g. Sentence Modification
- Supervisorial review of all proposed technical probation violations
 - Initiate programs to reduce violations
 - Develop non-custodial options for probation violations
 - Bank caseloads of fine/restitution and low level offenders
 - Compare Blount rates with statewide and other similar counties.
3. Law Enforcement
- a. Construct a written citation policy as an ordinance or resolution.
 - b. Discuss and implement disincentives that ration, but do not severely limit discretion to detain minor offenders.
 - c. Implement crime prevention tactics to limit the influx of offenders into the justice system flow.
4. Jail Operations
- a. Classification and Risk Assessment
 - Define the cost of an un-crowded facility against the current crowded conditions.
 - Retain an independent consultant who is familiar with the County Budget to independently establish the actual fixed and variable costs of administering the Jail.
 - Clearly establish what the actual fixed costs and variable costs are and match them to the Federal and State per diems obtained.
 - Negotiate a contract that supports a constitutionally operated facility for all offenders.
 - b. Programs
 - Allow inmates to enroll in HiSET and CRC programs soon after entry into the jail.
 - Add an option of night classes for HiSET and CRC for those inmates that participate in work programs during the day.

- Support discussion of formal reentry programs to be integrated with jail services to provide continuous support for inmates seeking to continue education and vocational training programs upon release.
 - Offer inmates limited access to computers, television, and a broader supply of reading material for educational and employment purposes.
 - Consider incorporating a recovery program for addiction and compulsive behavior into the pool of services provided to inmates in the jail.
 - Determine key success measures.
 - Consider offering time off allowance for each hour of education completed.
 - Connect inmates to the jail to opportunities to pursue higher education.
5. Facilities
 - a. Require clients to self-report to programs about their incarceration status.
 - b. Direct the prison minister or other provider to lead program collaboration efforts to emphasize the philosophy of reentry and reintegration.
 - c. Blount County should consider building an improved housing unit for mentally ill inmates who cannot be housed with others. ***
 6. Blount County Courts/Prosecution
 - a. The Blount County courts should obtain or create a structured method for managing cases to assure timely decisions and adequate information about caseloads.
 - b. The prosecution or the Commissioners should screen cases before filing in court
 - c. The courts should designate the clerk to provide full debt collections services
 - d. The county should reconsider the restructure its use of its jail to collect debts.
 - e. The county needs to significantly expand programs for drug treatment and redirect addicts, reserving the jail for those who are unwilling or unable to deal with their addiction
 - f. The county should develop a plan to integrate its criminal justice databases to speed up cases, make information on a timely basis and reduce errors.
 7. Information Technology
 - a. Law enforcement reports, especially arrest reports and warrants, should be provided in digital format.
 - b. The data underlying law enforcement reports should be provided electronically to TNCIS and other data systems.
 - c. Providing electronic discovery would expedite the legal process.
 - d. The courtroom should utilize computers to access calendars, pleadings, demonstrative evidence, and other justice information. These computers should be available to judges, attorneys, and courtroom personnel.
 - e. Behavioral Health
 - a. Expand the Drug Court to speed up processing and establish a Drug Court for sessions.
 - b. The CJAB should lead interagency coordination focused around drug treatment.
 - c. Consider minimal, lightweight construction just to provide drug treatment.
 - d. Establish an integrated residential drug court program.

Appendix B. Property Owned by Blount County 2014

#	TAXYR	PARID	OWN1	ADRNO	ADRSTR	PROPERTY USE
1	2014	009 02700 000	INDUSTRIAL DEVELOPMENT	2600	STOCK CREEK	1782A
2	2014	009 02704 000	INDUSTRIAL DEVELOPMENT		STOCK CREEK	1782A OLD KNOXVILLE HWY
3	2014	009 02706 000	INDUSTRIAL DEVELOPMENT	2600	STOCK CREEK	1472A
4	2014	009 02721 000	INDUSTRIAL DEVELOPMENT		STOCK CREEK	1830A
5	2014	009 02726 000	INDUSTRIAL DEVELOPMENT		DUNAVANT	2189A PUMP STATION
6	2014	021 00800 000	COUNTY BLOUNT	1533	BURNETT STATION	PROSPECT SCHOOL
7	2014	025 21802 000	COUNTY BLOUNT BOARD OF		MISER STATION	MIDDLESETTLEMENTS SCHOOL
8	2014	027 00400 000	COUNTY BLOUNT BOARD OF	3728	WILLIAMS MILL	ROCKFORD ELEMENTARY
9	2014	027 07300 000	INDUSTRIAL DEVELOPMENT		SAM HOUSTON SCHOOL	GBELT 01 #3611
10	2014	027 07500 000	INDUSTRIAL DEVELOPMENT		MT LEBANON	GBELT 03 #3663
11	2014	027C A 00200 000	COUNTY BLOUNT BOARD OF		WILLIAMS MILL	ROCKFORD SCHOOL ENTRANCE
12	2014	028 04902 000	COUNTY BLOUNT	708	SAM HOUSTON SCHOOL	EAGLETON ELEMENTARY
13	2014	029P E 00100 000	COUNTY BLOUNT BOARD OF	4520	WILDWOOD SPRINGS	PORTER ELEMENTARY
14	2014	035 04100 000	INDUSTRIAL DEVELOPMENT	1009	PROFFITT SPRINGS	BURKHART DAIRY FARM
15	2014	037 01000 000	COUNTY BLOUNT	1227	MCARTHUR	BLOUNT COUNTY GARAGE/PUBLIC WORKS
16	2014	037 01600 000	INDUSTRIAL DEVELOPMENT		OLD KNOXVILLE	GBLT 06 #4455 2AC ON 001 CARD
17	2014	037 01600 001	INDUSTRIAL DEVELOPMENT BOARD OF	553	JACKSON HILLS	154.83AC ON 000 CARD PELLISSIPPI PLACE/PRONOVA
18	2014	037 01602 000	INDUSTRIAL DEVELOPMENT		OLD RESERVOIR	OFF JACKSON HILLS DR GBELT 01 #3610
19	2014	037C E 00100 000	INDUSTRIAL DEVELOPMENT BOARD OF		PELLISSIPPI	3050A/B 3051A 3070B 3071A/B 3096B 3097A/B
20	2014	037C E 00200 000	INDUSTRIAL DEVELOPMENT BOARD OF		PELLISSIPPI	3050A/B 3051A 3070B 3071A/B 3096B 3097A/B
21	2014	037C E 00300 000	INDUSTRIAL DEVELOPMENT BOARD OF		PELLISSIPPI	3050A/B 3051A 3070B 3071A/B 3096B 3097A/B
22	2014	037C E 00400 000	INDUSTRIAL DEVELOPMENT BOARD OF		PELLISSIPPI	3050A/B 3051A 3070B 3071A/B 3096B 3097A/B
23	2014	037C E 00401 000	INDUSTRIAL DEVELOPMNT BOARD OF		PELLISSIPPI	3050A/B 3051A 3070B 3071A/B 3096B 3097A/B
24	2014	037C E 00500 000	INDUSTRIAL DEVELOPMENT BOARD OF	330	PELLISSIPPI	3050A/B 3051A 3070B 3071A/B 3096B 3097A/B PRONOVA
25	2014	037F A 00205 000	COUNTY BLOUNT BOARD OF		BIRDWELL	EAGLETON MIDDLE SCHOOL
26	2014	037F A 00300 000	COUNTY BLOUNT BOARD OF	2610	CINEMA	EAGLETON MIDDLE SCHOOL
27	2014	037F G 00100 000	COUNTY BLOUNT BOARD OF		BROADWAY	EAGLETON LITTLE LEAGUE
28	2014	037J F 00100 000	COUNTY BLOUNT	233	CURRIE	BLOUNT COUNTY ANIMAL SHELTER
29	2014	037J F 00101 000	COUNTY BLOUNT	241	CURRIE	3128A FORMER BOYS & GIRLS CLUB
30	2014	043J A 00900 000	COUNTY BLOUNT		CEDAR CREST	DRAINAGE EASEMENT
31	2014	046 05311 000	INDUSTRIAL DEVELOPMENT		MIDDLESETTLEMENTS	2250A AT MT TABOR RD
32	2014	046 05315 000	INDUSTRIAL DEVELOPMENT	120	MIDDLESETTLEMENTS	2250B
33	2014	047G A 01200 000	UNITED WAY OF BLOUNT	1615	BROADWAY	1615 UNITED WAY,1617 BHSS
34	2014	047I A 00100 000	COUNTY BLOUNT		LINCOLN	GREENBELT
35	2014	047I A 00200 000	BLOUNT CO RESCUE SQUAD		LINCOLN	RESCUE SQUAD
36	2014	047J C 00100 000	COUNTY BLOUNT BOARD OF	300	EVERETT HIGH	PARKS & RECREATION
37	2014	047P A 00302 000	COUNTY BLOUNT		LINCOLN	GREENBELT
38	2014	049 05801 000	COUNTY BLOUNT BOARD OF	3741	LAMAR ALEX	HERITAGE HIGH SCHOOL / HERITAGE MIDDLE SCHOOL
39	2014	054C C 02400 000	COUNTY BLOUNT BOARD OF	210	FOURTH	FRIENDSVILLE ELEMENTARY
40	2014	055 07901 000	COUNTY BLOUNT		GREY RIDGE	UNION GROVE ELEMENTARY & MIDDLE SCHOOL
41	2014	056 03411 000	INDUSTRIAL DEVELOPMENT		LAMAR ALEX	1492B
42	2014	056 04602 000	COUNTY BLOUNT		OLD GLORY	MARY BLOUNT ELEMENTARY
43	2014	056 07100 000	COUNTY BLOUNT & CITY OF		BIG SPRINGS	BIG SPRINGS IND PARK
44	2014	056 07106 000	COUNTY BLOUNT & CITY OF		BIG SPRINGS	1750B
45	2014	056 07107 000	INDUSTRIAL DEVELOPMENT	1911	BIG SPRINGS	DCS ELECTRONICS
46	2014	056 07110 000	COUNTY BLOUNT & CITY OF		BIG SPRINGS	2505B

47	2014	056 07111 000	COUNTY BLOUNT & CITY OF		ROSS	2576A
48	2014	056 11700 000	INDUSTRIAL DEVELOPMENT	2508	BIG SPRINGS	1403A/B %ROBERT HERRON
49	2014	056 11704 000	INDUSTRIAL DEVELOPMENT		WILLIAM BLOUNT	W LAMAR ALEX PKWY
50	2014	056 11705 000	INDUSTRIAL DEVELOPMENT		BIG SPRINGS	1403 A & B
51	2014	056 11707 000	INDUSTRIAL DEVELOPMENT		FRED LAWSON	1809A
52	2014	056 17800 000	COUNTY BLOUNT		WILLIAM BLOUNT	WILLIAM BLOUNT HIGH SCHOOL
53	2014	057C A 01200 000	COUNTY BLOUNT		LOUISVILLE	BLOUNT CO CHILDRENS HOME
54	2014	057C A 01203 000	BLOUNT COUNTY CHILDRENS	903	MCCAMMON	HOMEGROWN FAMILY OUTREACH CHILDRENS HOME
55	2014	057D C 02900 000	COUNTY BLOUNT	508	CUSICK	NEW LIBRARY
56	2014	057D E 02300 000	COUNTY BLOUNT	302	MCGHEE	HEALTH DEPT
57	2014	057D E 04200 000	COUNTY BLOUNT		MCNABB	PARKING HEALTH DEPT
58	2014	057D E 04300 000	COUNTY BLOUNT		MCGHEE	PARKING HEALTH DEPT
59	2014	057E E 02000 000	BLOUNT CO PARK & MAINT	325	COURT	THEATER BLDG
60	2014	057E E 02100 000	COUNTY BLOUNT	301	COURT	BLOUNT CO COURTHOUSE
61	2014	057J D 00300 000	INDUSTRIAL DEVELOPMENT	507	FOOTHILLS MALL	FOOTHILLS 12 MALL CONNECTOR (PILOT PROGRAM)
62	2014	058 00101 000	COUNTY BLOUNT	1006	LAMAR ALEX	THOMPSON BROWN & ENVIRONMENTAL HEALTH SERVICES
63	2014	058A E 02000 000	COUNTY BLOUNT & BLOUNT		LAMAR ALEX	MARYVILLE SURGICAL CTR
64	2014	058A F 01500 000	COUNTY BLOUNT		TUCKALEECHEE	JUSTICE CENTER & GARAGE
65	2014	058A F 01600 000	COUNTY BLOUNT	940	LAMAR ALEX	BLOUNT CO JUSTICE CENTER
66	2014	058A H 01800 000	CHILD AND FAMILY SERVICES	412	HIGH	GIRLS GROUP HOME
67	2014	058A K 01900 000	COUNTY BLOUNT	221	COURT	SOIL CONSERVATION
68	2014	058B A 01700 000	COUNTY BLOUNT & BLOUNT	907	LAMAR ALEX	BLOUNT MEMORIAL HOSPITAL
69	2014	058B A 01701 000	COUNTY BLOUNT & BLOUNT MEMORIAL	903	LAMAR	MAINTENANCE BLDG
70	2014	058B A 01702 000	COUNTY BLOUNT & BLOUNT		LEE	OVERFLOW PARKING
71	2014	058B A 01703 000	COUNTY BLOUNT & BLOUNT		CADIZ	1792A
72	2014	058F B 03700 000	COUNTY BLOUNT	831	GRANDVIEW	BLOUNT CO SCHOOL DEPT
73	2014	059 14200 000	COUNTY BLOUNT BOARD OF	3509	TUCKALEECHEE	BL CO COMM ACTION AGENCY/ HUBBARD ELEMENTARY SCHOOL
74	2014	060 06700 000	COUNTY BLOUNT BOARD OF	4852	NEBO	ROCKY BRANCH COMMUNITY CTR
75	2014	067 00402 000	COUNTY BLOUNT	1140	HONEYSUCKLE	SHERIFFS DEPT TRAINING FACILITY
76	2014	067 01100 000	COUNTY BLOUNT		HONEYSUCKLE	SHERIFFS DEPT DRIVING COURSE
77	2014	067 01101 000	EMERGENCY COMMUNICATIONS	1431	HONEYSUCKLE	2705B SITE OF NEW 911 COMMUNICATIONS CENTER
78	2014	068C A 00908 000	COUNTY BLOUNT	1718	KING	2199B
79	2014	068C A 00911 000	COUNTY BLOUNT	1720	KING	BLOUNT CO DRUG TASK FORCE
80	2014	068O A 02300 000	COUNTY BLOUNT	2130	OLD NILES FERRY	FAIRVIEW ELEMENTARY
81	2014	072 02400 000	COUNTY BLOUNT BOARD OF	247	MILLERS COVE	WALLAND ELEMENTARY
82	2014	080 15704 000	COUNTY BLOUNT	3128	MONTVALE	MONTVALE ELEMENTARY
83	2014	090 12000 000	COUNTY BLOUNT	722	HUFFSTETLER	CARPENTERS ELEMENTARY & MIDDLE SCHOOL
84	2014	090 12009 000	COUNTY BLOUNT		HUFFSTETLER	1310A
85	2014	095 02500 000	COUNTY BLOUNT		LAUREL VALLEY	LAUREL LAKE -EXEMPT
86	2014	095 03700 000	COUNTY BLOUNT	420	LAWSON	GBLT 05 #4283
87	2014	096 19802 000	SMOKY MOUNTAIN TOURISM DEVELOPMENT	7906	LAMAR ALEX	TOWNSEND VISITORS CENTER
88	2014	096K C 05100 000	COUNTY BLOUNT BOARD OF	140	TIGER	TOWNSEND ELEMENTARY SCHOOL & TOWNSEND CITY HALL
89	2014	097 06900 000	COUNTY BLOUNT		LAMAR ALEX	1769B HERITAGE CENTER-LAWN
90	2014	097 06901 000	COUNTY BLOUNT		CROMWELL	1769B HERITAGE CENTER-LAWN
91	2014	097 06902 000	SMOKY MOUNTAIN CULTURAL		CROMWELL	1769B
92	2014	097 06903 000	COUNTY BLOUNT		CROMWELL	1769B HERITAGE CENTER-LAWN
93	2014	104F B 20.00	BLOUNT COUNTY RESCUE SQUAD		TOWER	LOT

94	2014	104F B 21.00	BLOUNT COUNTY RESCUE SQUAD		TOWER	LOT
95	2014	123 01300 000	COUNTY BLOUNT BOARD OF	6006	LANIER	LANIER ELEMENTARY SCHOOL
96	2014	157H E 12.00	COUNTY BLOUNT		CHEROKEE	LOT
97	2014	157H E 16.00	COUNTY BLOUNT		CHEROKEE	LOT
98	2014	157H E 2.00	COUNTY BLOUNT		CHEROKEE	LOT
99	2014	157H E 6.00	COUNTY BLOUNT		CHEROKEE	LOT
100	2014	157H F 34.00	COUNTY BLOUNT		CHEROKEE	LOT
101	2014	29P B 5.00	COUNTY BLOUNT BOARD OF		PORTER SCHOOL RD	.18AC
102	2014	35 31.19	INDUSTRIAL DEVELOPMENT		LOVINGOOD WAY	46.44 AC
103	2014	37 016.06	INDUSTRIAL DEVELOPMENT	552	JACKSON HILLS	SINGLE FAMILY
104	2014	37 020.01	INDUSTRIAL DEVELOPMENT		JACKSON HILLS	1.58AC
105	2014	46 56.01	INDUSTRIAL DEVELOPMENT		ROBERT C JACKSON	10AC
106	2014	46N B 13.00	COUNTY BLOUNT	1007	MIDDLESETTLEMENTS	SINGLE FAMILY
107	2014	54C C 20.00	COUNTY BLOUNT BOARD OF		BONNIE C CURTIS	6.9AC
108	2014	56 62.00	INDUSTRIAL DEVELOPMENT		ROBERT C JACKSON	4.94AC
109	2014	56 62.33	INDUSTRIAL DEVELOPMENT		W LAMAR ALEX PKWY	.5AC
110	2014	57C A 12.05	COUNTY BLOUNT		MCCAMMON	2.76AC
111	2014	58 1.08	CHILD AND FAMILY SERVICES		E LAMAR ALEX PKWY	.86AC
112	2014	58A K 12.02	CHILD AND FAMILY SERVICES	357	ELLIS	OFFICE
113	2014	67 1.06	COUNTY BLOUNT		LONG POWERS	7.67AC
114	2014	67 4.06	COUNTY BLOUNT		HONEYSUCKLE	.87AC
115	2014	67 13.02	COUNTY BLOUNT		SPARKS	13.86AC
116	2014	67F A 2.00	COUNTY BLOUNT	1003	HONEYSUCKLE	SINGLE FAMILY
117	2014	96 198.08	SMOKY MOUNTAIN TOURISM DEVELOPMENT		E LAMAR ALEX PKWY	5.49AC
118	2014	96 198.09	SMOKY MOUNTAIN TOURISM DEVELOPMENT		E LAMAR ALEX PKWY	5.38AC

Appendix C. Interview and Contacts

Adams, John
Sheriff's Office Rep Corrections Captain

Bailey, Chad
Sargent

Barrett, Stan
Private Attorney

Berrong, James
Sheriff

Brewer, William
General Sessions Judge

Burchfield, Tonya
Commissioner

Burkhalter, Tab
Commissioner

Caylor, Mike
Commissioner

Cooke, Greg
Maryville PD

Cosner, Joe
Private Attorney

Davis, Barbara
Magistrate

Duggan, David
Circuit Court Judge

Dunn, Ron
Chief Deputy

Flynn, Mike
District Attorney General

French, Jeff
Sheriff's Office Rep Assistant Chief

Gallegos, Michael
General Sessions Judge

Garner, Mack
Public Defender

Garrett, Craig
Private Attorney

Hackney, Keith
Director of Technology

Harrington, Tammy
Circuit Court Judge

Hatcher, Tom
Circuit Court Clerk

Headrick, Robert
General Sessions Judge

Herron, John
IT Department

Hodge, Mike
Private Attorney

Johnson, Teresa
Purchasing Agent

Kerr, Beverly
Chief State Probation Officer

Nort, Al
GED Program Director

Nunn, Phil
Alcoa PD

Ogle, Stephen
Clerk and Master

Seratt, Toni
Supervisor of County Probation

Slagle, Lee
Correctional Officer

Stinnett, Pan
Corporal

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