

IN THE TENNESSEE COURT OF THE JUDICIARY

**IN RE: THE HONORABLE JOHN A. BELL
JUDGE, GENERAL SESSIONS COURT
COCKE COUNTY, TENNESSEE**

DOCKET NO. M2008-00932-CJ-CJ-CJ

Complainant: Dan A. Metcalf
File No. 06-2741

AFFIDAVIT OF FLETCHER L. ERVIN

STATE OF TENNESSEE

COUNTY OF COCKE

I, Fletcher L. Ervin, after having been duly sworn at according to law, deposes and says:

1. I am over the age of 18 and make his affidavit of my own personal knowledge except for those statements described as being from my personal records prepared by me at or near the time of the actual events.

2. I am a resident of Cocke County, Tennessee.

3. I am the duly appointed County Attorney for Cocke County, Tennessee.

4. On a day, identified by my time records as October 2, 2006 I received a call from General Sessions Judge John Bell. Judge Bell stated there had been a change in the law as applicable to Cocke County and asked that I make arrangements with County Mayor, Iliff McMahan Jr., that afternoon to discuss the new law. I contacted County Mayor McMahan and arrangements were made for the meeting of the three of us that afternoon. At that meeting Judge Bell stated that Cocke County must take action to become in compliance with TCA 37-1-210. To that end Judge Bell produced a proposed Memorandum of Agreement between the County Mayor and himself as General Sessions Judge and Juvenile Judge. This document was discussed along with possible alternatives. The proposed Memorandum of Agreement created a new office within the office of County Mayor, Director of Court Services and proposed that Jennifer Shelton, Youth Services Officer Of the Juvenile Court, be appointed as Director of Court Services, as an additional duty without additional pay, and set out the new duties.

5. Mayor McMahan objected to the last sentence of paragraph two of the proposed memorandum of agreement because he perceived an argument could be made that the position of Director of Courts had been made a paying position by his signing the memorandum of

agreement, which the County would be required to fund as part of it's budget in years thereafter. (With the deletion of the sentence County Mayor was uncomfortable with, it is my recollection that Mayor McMahan stated he would approve the amended memorandum of agreement. Judge Bell stated that he had discussed with Jennifer Shelton her accepting the position of Director of Courts, and with that information I was of the opinion the entering into the amended memorandum of agreement was appropriate.)


6. The memorandum of agreement was redrafted by Judge Bell removing the language objected to by the County Mayor and the amended proposed memorandum of agreement was accepted and signed by the County Mayor and Judge Bell. I have no recollection of reviewing the amended memorandum of agreement before it was signed by the parties, but I did receive a copy of the signed document, because the signed document was found in my County File. I have no recollection of from whom or how I received that copy.

7. East Tennessee Probation, Inc. nor discussion of "politics" occurred among County Mayor McMahan, Judge Bell, or myself during the conference on October 2, 2006, nor at any time thereafter.

8. When the issue of the discussion concerning the memorandum of agreement was first reported as being investigated, I reviewed my time records, because I did not note on any documents I found the date of the discussion. I found a record of a conference between Judge Bell, Mayor McMahan and myself on October 16, 2006, in the afternoon, and concluded that was the date of the discussion of the memorandum of agreement. Thereafter, and upon further review of my time records I noted that on October 2, 2007 there was a conference between Mayor McMahan, Judge Bell and myself, with the further note that the conference dealt with Jennifer. (Jennifer Shelton, Juvenile Services Officer).

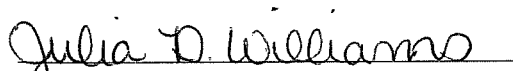
Further reflection has satisfied me the conference on October 16, 2006 dealt with the issue of the appointment of a Clerk of the Juvenile Court of Cocke County, not the memorandum of agreement.

FURTHER AFFIANT SAITH NOT.


Fletcher L. Ervin

Sworn and subscribed to before

me this 19 day of August, 2008.


NOTARY PUBLIC

