

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

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AFFIDAVIT OF ILIFF McMAHAN, JR.

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STATE OF TENNESSEE    )  
  ) ss  
COUNTY OF COCKE        )

I, Iliff McMahan Jr., under sworn oath, do hereby depose and state as follows:

1. I am over the age of eighteen and make this affidavit of my own personal knowledge.
2. I am a resident of Cocke County, Tennessee.
3. I am the County Mayor for Cocke County, Tennessee, with an office at County Courthouse Annex, 360 E. Main Street, Newport, TN 37821.
4. I am a member of the Board of Directors of the County Executives of America.
5. In the late summer or early fall of 2006, County Attorney Fletcher Irvin told me that Judge John Bell had requested a meeting. Accordingly, I met with Judge Bell and Mr. Irvin in my office on October 2, 2006.
6. Judge Bell told Mr. Irvin and I that there had been a recent change in state law that prevented Judge Bell from selecting the court services in his General Sessions Court. As a result of this change in the law, Judge Bell proposed that a new position -- a Court Services Officer -- be created as part of the executive branch of Cocke County government through a "memorandum of agreement," but Mayor McMahan did not feel comfortable giving Ms. Shelton direction and he requested that she not report directly to him for these duties.

7. I made it clear at this meeting that Cocke County had just recently passed a budget with no tax increase and no new jobs or positions, and therefore, creating a new job was not an option.

8. Judge Bell suggested that we enter into a "memorandum of agreement," drafted by him, but with input from Mr. Irvin, and that Ms. Jennifer Shelton, the Cocke County Youth Services Officer, be given the additional appointment as the Cocke County Director of Court Services.

9. I did not want to create a situation where Ms. Shelton might use her additional duties to seek a pay increase, especially since she had recently received an \$8,000 salary increase. However, under the "memorandum of agreement," this appointment would provide an administrative solution to a change in the law and would merely create additional duties for Ms. Shelton, and would not result in any additional income for her.

10. Furthermore, I asked Judge Bell if Ms. Shelton would have a problem with the new position and the "memorandum of agreement" and he said that she would not.

11. I asked Mr. Irvin if he was comfortable with the "memorandum of agreement" which had been prepared, and he stated that he was comfortable with the document and that it was "legal," in his opinion.

12. In or about October 2, 2006, I signed the "memorandum of agreement," which was dated to be effective as of September 1, 2006.

13. The words "probation," "probation services," or the name, "East Tennessee Probation, Inc.," were not discussed during any meeting that I had with Judge Bell and Mr. Irvin.

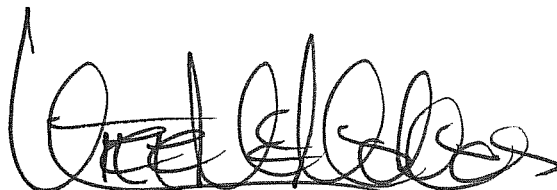
14. Under the "memorandum of agreement" executed by Judge Bell and I, the Director of Court Services has the discretion to select whichever probation services company she believes is qualified to handle those services in General Sessions Court. She may invite other companies to provide services to that court as she desires.

15. Cocke County does not have a written contract with East Tennessee Probation, Inc. to provide "probation services." Cocke County does not have a contract with ETHRA.

16. Decisions regarding the use of a "driving school" or "GPS" were left to the discretion of the Director of Court Services.

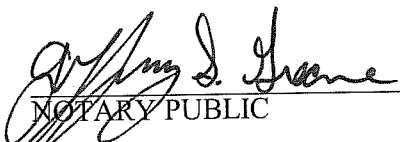
17. I did not meet with Judge Bell concerning this issue outside the presence of Fletcher Irvin, the County Attorney.

**FURTHER AFFIANT SAITH NOT.**



Cliff McMahan, Jr., Cocke County Mayor

Sworn to and subscribed to before  
me this 19 day of August, 2008.

  
NOTARY PUBLIC  
Expires 08-28-10

