FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
FEBRUARY 25, 2016

WORKSHOP
Discussion of MOU between the Town of Farragut and Farragut Business Alliance
6:00 PM

BMA MEETING
7:00 PM

I. Silent Prayer, Pledge of Allegiance, Roll Call

II. Approval of Agenda

III. Mayor's Report

A. Mayoral Appointment to the Farragut Planning Commission

IV. Citizens Forum

V. Approval of Minutes

A. February 11, 2016

VI. Business Items

A. Approval of Contract 2016-08 Installation of LED Lights and Motion Switches at Town Hall
B. Approval of TekLinks/Claris Information Technology Contract
C. Approval of Resolution R-2016-04, Declaring Certain Town Property to be Surplus Property
D. Approval of Stormwater Advisory Committee By-Law and Charter Amendments
E. Approval of Memorandum of Understanding between TDOT and Town of Farragut for Maintenance of new Signal at Kingston Pike/Virtue Road
F. Approval of MOU between the Town of Farragut and Farragut Business Alliance

VII. Town Administrator's Report

VIII. Town Attorney's Report

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting.

FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES
FEBRUARY 11, 2016

WORKSHOP
Discussion of MOU between the Town of Farragut and Farragut Business Alliance
6:00 PM

BEER BOARD MEETING
6:55 PM

BMA MEETING
7:00 PM

I. Silent Prayer, Pledge of Allegiance, Roll Call

II. Approval of Agenda

III. Mayor's Report

A. Oath of Office for Keith Alley, Farragut Municipal Judge-Administered by the Honorable Chuck Cerny, Judge of the Knox County General Sessions Court

IV. Citizens Forum

V. Approval of Minutes

A. January 28, 2016

VI. Ordinances

A. First Reading

1. Ordinance 16-03, an ordinance to rezone Parcels 18 and 18.01, Tax Map 162, located at 1006 McFee Road, approximately 6 Acres, from R-1 to R-2 (John and Teresa Kirkland, Applicants)

VII. Business Items

A. Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

VIII. Town Administrator's Report

IX. Town Attorney's Report

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting.

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, January 28, 2016 at 7:00 p.m. Members present were Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin.

Approval of Agenda

Motion was made to approve the agenda with the withdrawal of item VI.A.1, First Reading of Ordinance 16-03. Moved by Alderman LaMarche, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen LaMarche, Markli, Pinchok and Povlin; no nays; motion passed.

Mayor's Report

Oath of Office for Keith Alley, Farragut Municipal Judge-Administered by the Honorable Chuck Cerny, Judge of the Knox County General Sessions Court

Approval of Minutes

Motion was made to approve the minutes of January 28, 2016 as presented. Moved by Alderman LaMarche, seconded by Alderman Povlin; voting yes, Mayor McGill, Aldermen LaMarche, Pinchok and Povlin; no nays; Alderman Markli abstained; motion passed.

Business Items

Approval of Memorandum of Understanding between the Town of Farragut and the Farragut Business Alliance

The following citizens spoke about their concerns with the MOU.

- David Purvis, FBA representative
- David Freeman, 12037 Broadwood
- Carol Christofferson, 11320 Gates Mill
- Harry Moskos, 405 East Fox Den Dr.
- Kristi Hulsey, 11724 Weathervane Dr.
- Robert Hill, 11504 Mountain View Rd.
- Mike Mitchell, 716 Brixworth
- Brent Watts, 11625 Georgetown
- Tim Williams, Farragut/West Knox Chamber of Commerce
- Cheryl Nehls, 221 Smith Rd.
- Brigham Thomas, 11731 Weathervane Dr.
- Michael Wilson, 333 Burney Circle
- Phil Dangel, Shrimp Dock

After much discussion a motion was made to table the item for more time to research and discuss the MOU. Moved by Alderman Markli, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen LaMarche and Markli; Aldermen Pinchok and Povlin abstained; no nays; motion passed.

Meeting adjourned at 8:50 PM

_____
Ralph McGill, Mayor

_____
Allison Myers, Town Recorder

AGENDA NUMBER VI. A. MEETING DATE February 25, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: William E. McKelvey, Public Works Director

SUBJECT: Approval of Bids for Contract 2016-08, Installation of LED Lights and Motion Switches at Town Hall.

INTRODUCTION: The purpose of this agenda item is to consider bids and award our Installation of LED Lights and Motion Switches at Town Hall Contract to the chosen contractor.

BACKGROUND: The Town received grant money from TDEC for energy saving items to be performed at Town Hall. The Sustainability Coordinator applied for this grant, which would be a 50/50 match, to replace all of the florescent fixtures at Town Hall. We also plan on installing motion switches in some areas that are not heavily used to help conserve energy. Not only will the new LED fixtures save on utility costs, but they will help save on labor costs as well. The new fixtures do not contain ballasts that tend to go bad and they will not collect dust and debris that will need to be cleaned out.

DISCUSSION: The town received 5 bids for the change out of the old florescent fixtures to LED and installation of motion switches at Town Hall. We have attached a bid sheet for you to review. The low bidder is Broadway Electric Service Corporation (BESCO) for the amount of $57,545.00. We have checked their references and found that they are in good standing. We would like to ask for a motion to award the contract to Broadway Electric Service Corporation (BESCO) in the amount of $57,545.00 with the Town only having to pay for half due to the grant.

FINANCIAL SECTION:

Account Number: 110-41800-924

Total Budget	Requested Amount	Remaining Amount
$60,000 ($30,000 matching grant)	$57,545	$2,455

Approved By: A Myers

RECOMMENDATION BY: Bud McKelvey, Public Works Director

PROPOSED MOTION: Approval of bids and award of Contract 2016-08 to Broadway Electric Service Corporation (BESCO).

BOARD ACTION:

MOTION BY:_____ **SECONDED BY:**_____

VOTE/TOTAL	LAMARCHE	MARKLI	PINCHOK	POVLIN	MCGILL
YES					
NO					
ABSTAIN					

BID TAB FOR 2016-08 CONTRACT
Installation of LED Lights and Motion Switches at Town Hall

Bidder	Bid Price
First Place Finish, Inc. Oak Ridge, TN	$83,498.00
McGaha Electric Co., Inc. Knoxville, TN	$71,389.00
Axis Dynamics, a division of Stone & Timber LLC Knoxville, TN	$62,807.00
Service One, Inc. Knoxville, TN	$ 58,573.67
Broadway Electric Service Corp. Knoxville, TN	$57,545.00

AGENDA NUMBER VI. B. **MEETING DATE** February 25, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Gary Palmer, Assistant Town Administrator

SUBJECT: Consider Approval of Contract for Professional Services (Information Technology)

INTRODUCTION: In order to comply with Federal and State digital computing, storage, and retrieval requirements the Town maintains a complex network consisting of an internal computing system, digital archives, and public information portals. Due to the certifications and expertise required to maintain this function in addition to the cost of maintaining the required infrastructure, the Town solicits and contracts with a private professional firm for organization-wide IT services. Our current contract is with Claris Networks LLC. This contract has run its term, and is currently in a month-to-month status per the contract. In anticipation of this the Town published a Request for Qualifications soliciting Professional Information Technology Services.

BACKGROUND: The Town received four complete proposals from qualified firms. The proposals were evaluated and ranked based on the completeness of the response, firm experience, the specific needs of the Town, and cost for services. The proposed term of service upon award of this contract is three years from the June 30, 2016. The proposed basic services include but are not limited to: hosting storage and archiving of the Town's digital data, workstation and software maintenance, email solution, and security/support for all digital networks operated by the Town. After thorough review of the responses Teklinks, Inc., formerly known as Claris Networks LLC, was determined to be the most qualified responsible firm. Thus, the Town (represented by Town Attorney Tom Hale and Assistant Town Administrator Gary Palmer) and Teklinks Inc., (represented by Chuck Spicka and Kyle McClain) initiated contract negotiations which resulted in the attached written draft agreement and scope of services (please see attached).

The negotiated cost-for-services are as follows (represents a 7.3% increase from the last contract):

Remainder of FY 16:	$46,747.47	($7,771.52/Month plus network rebuild fee of $7,889.87)
FY 17:	$93,258.24	
FY 18:	$93,258.24	
FY 19:	$93,258.24	

FINANCIAL SECTION FOR THE REMAINDER OF FY 16

Account Number: 110-41640-255

Budget Allocation	Expended To Date	Remaining Amount	Requested Amount
FY 16 $96,456	$58,376.39	$38,079.61	$46,747.47*

Approved By: a Myers

*NEED TO TRANSFER $8,667.86 FROM 110-41640-111 TO 110-41640-255

RECOMMENDATION BY: Assistant Town Administrator and Town Attorney

PROPOSED MOTION: Approval of the professional services agreement for Information Technology Services between the Town of Farragut and Teklinks, Inc., for the term and amounts as follows:

Remainder of	FY 16:	$46,747.47
	FY 17:	$93,258.24
	FY 18:	$93,258.24
	FY 19:	$93,258.24

BOARD ACTION:

MOTION BY:_____ **SECONDED BY:**_____

VOTE/TOTAL	LAMARCHE	MARKLI	PINCHOK	POVLIN	MCGILL
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

Attachment A – Scope of Services

Generally

The Contractor will provide Client a secure, recoverable, internally networked, on demand cloud hosted solution of all Client's digital data in accordance with Attachment B Contractor's Proposal with the following minimum specifications:

Specifically

1. Two Terabytes of data storage
    - Storage, maintenance and on demand recoverability of all public records[1] in accordance with TCA §10-7-121[2]. The on demand recoverability of data shall be provided from a third party email archiving solution and Contractor-provided manual archiving process. Client's digital data shall be written to a removable hard drive monthly and delivered to Client at a mutually agreeable time and location. Claris is not responsible for the archived data once its delivered to Client
2. Network integrated email solution
3. Network maintenance and support
    - 24/7 network monitoring and troubleshooting within a reasonable time frame to ensure limited network downtime
    - Provide a Technical Account Manager (TAM) to act as a liaison between Contractor and Client. The TAM will be the point of contact for all non "help-desk" related issues and will respond to Client's requests for service or information within a reasonable time frame
4. Remote, web-based user account access to the network through a Virtual Private Network (VPN) or another comparable platform
5. On-call setup and support of Client's workstations
6. Contractor will maintain an accurate inventory of all of Client's hardware and software sorted by each user
7. Wi-Fi Maintenance and Support

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[1] TCA §10-7-701 Public Records: All documents, papers, records, books of account, and minutes of the governing body of any municipal corporation, or of any office or department of any municipal corporation, within the definition of "permanent records," "essential records," and/or "records of archival value," as defined in § 10-7-301, constitute "public records" of the municipal corporation. All documents, papers, or records of any municipal corporation or of any office or department of the municipal corporation that constitute "temporary records" and/or "working papers" within the definition set forth in § 10-7-301(13) and (14) constitute "public records" of the municipality, except that "temporary records" may be scheduled for disposal as authorized in this part.

[2] 10-7-121. Government records kept on computer or removable computer storage media:

(a) (1) Notwithstanding any other law to the contrary, any information required to be kept as a record by any government official may be maintained on a computer or removable computer storage media, including in any appropriate electronic medium, instead of bound books or paper records if the following standards are met:

(A) Such information is available for public inspection, unless it is a confidential record according to law;

(B) Due care is taken to maintain any information that is a public record during the time required by law for retention;

(C) All daily data generated and stored within the computer system shall be copied to computer storage media daily, and the newly created computer storage media more than one (1) week old shall be stored at a location other than at the building where the original is maintained; and (D) The official can provide a paper copy of the information when needed or when requested by a member of the public.

TOWN OF FARRAGUT

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut**, a TN municipal corporation ("Client") and **Teklinks Inc.,** a Deleware corporation ("Contractor"). The sole purpose of this Agreement between the parties is for Professional Information Technology Consulting Services as outlined herein and in the attachments. Contractor agrees to perform the Scope of Services as outlined in Attachment A – Scope of Services – and as specified in Attachment B – Contractor's proposal.

1. **Compensation**. Client shall compensate Contractor for services as follows: **$7,771.52 per month**, which assumes fifty (50) users. For each user in excess of 50 users the monthly charge shall be $177.21. Client may increase or decrease the number of users and will only be charged for: the number of users multiplied by the per user fee of $169.07; except, Client shall guarantee a minimum of thirty-five (35) users for a minimum monthly fee of $5,917.40, *Minimum User Guarantee*, or "MUG" as defined in Article II, § 2 of the Supplemental Terms. See Attachment C - Supplemental Terms. Contractor shall be responsible for tracking the number of users each month and charge Client accordingly. In addition to the monthly fee and upon execution of this agreement, Client shall pay Contractor a one-time lump sum network upgrading fee of $7,889.87 See Attachment D – Network Refresh with Renewal.

2. **Term**. This agreement shall become binding and in full force upon execution however the term of this agreement shall extend 36 months from June 30, 2016 and thus terminate on June 30, 2019. Prior to termination of this agreement, if both parties mutually agree, the term of this agreement may be extended for another 36 months by way of an addendum to this agreement. There shall be no limit on mutually agreeable extensions.

3. **Schedule**. Contractor shall begin work upon notification of Client's approval of this Agreement.

4. **Invoicing and Payments**. Invoices or payment requests shall be submitted to Client no more than monthly and shall include such information, documentation or data as Client may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, Client will indicate approval of the payment request, or shall explain to Contractor, in writing, the reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event Client does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by Client within ten (10) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and

Aldermen which meets on the second and fourth Thursday of most months. Contractor reserves the right to adjust billings up or down based on the number of active users for the previous month. The pricing of this contract was developed by incorporating a monthly discount to the client because the basic monthly charge is paid on the first business day of the month through and automatic draw (ACH). Client intends to continue this practice therefore the discount and monthly charge will remain the same so long as the basic monthly charge is paid within ten (10) business days as provided herein.

5. **Time**. Contractor will perform its services in a reasonable and timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for reasonable delays or suspensions due to circumstances beyond the Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen before the Client is bound.

6. **Suspension of Services**. If the Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, the Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to the Client. The Contractor shall have no liability to the Client and the Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Client has refused to approve payment, (ii) the reasons are justified pursuant to this Agreement, and (iii) the Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, the Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care**. Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination**. SEE Article I, § 3 of Supplemental Terms (Attachment C)

9. **Insurance**. Upon execution of this agreement, Contractor shall obtain, maintain for the term of this agreement, and deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than $1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than $2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance

in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor.

b. For any claims arising as a result of Contractor's action or inaction, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers.

10. **Risk Allocation**. (INTENTIONALLY DELETED) See Article I, § 6 Supplemental Terms (Attachment C).

11. **Dispute Resolution**. It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings are commenced. The parties shall equally bear the fees and expenses charged by the mediator.

12. **Contract Administration/Notice Delivered.**

Contract Manager; Client. The Client shall assign Gary Palmer, Assistant Town Administrator as the contract manager. All notices related to the terms of this agreement, from the Contractor to the Client shall be directed through the contract manager by digital transmission or mailed to:

Gary Palmer
Assistant Town Administrator
Town of Farragut
11408 Municipal Center Dr.
Farragut, Tennessee 37934

Approved Email Address for all digital transmissions that shall serve as proper notice to the Client:

gpalmer@townoffarragut.org with copy to:
jhatmaker@townoffarragut.org (Jenn Hatmaker)

Contract Manager; Contractor. The contractor shall assign Chuck Spicka as the contract manager. All notices related to the terms of this agreement, from the Client to the Contractor shall be directed through the contract manager by digital transmission or mailed to:

Chuck Spicka
Teklinks Inc.
6100 Lonas Drive

Knoxville, TN 37922
Approved Email Address for all digital transmissions that shall serve as proper notice to the Client:

cspicka@teklinks.com with copy to:
kmcclain@teklinks.com (Kyle McClain)

13. **Miscellaneous**.

a. The Contractor may assign or transfer interest in this Agreement upon written approval of the Client. Such assignment shall not relieve Contractor of liability.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client. Such subcontracting shall not relieve Contractor of liability for failure of subcontractor to perform.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials of each party. Minor, logistical amendments proposed by Contractor may be approved on behalf of Client by the Town Administrator or his/her designee. Major, substantive amendments proposed by Contractor shall be approved on behalf of Client by the Board of Mayor and Aldermen.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which

prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contact Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any legal action arising from this agreement shall be under the jurisdiction of the appropriate State of Tennessee Court within Knox County, TN and/or the United States District Court, Eastern District of Tennessee Knoxville Divisional Office within Knox County, TN.

CLIENT:	**CONTRACTOR:**
Town of Farragut	
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ATTACHMENT C

SECTION I

CLARIS NETWORKS, LLC
SUPPLEMENTAL TERMS TO RESPONSE TO REQUEST FOR PROPOSAL

Claris shall provide the service or services (the "Services") listed on Attachment B and Attachment C, of which this supplement is a part, subject to the terms and conditions of this Supplemental Terms. These Supplemental Terms DO NOT bind Customer to any services not contained in Attachment B and heretofore described in Attachment C.

This document contains the following Articles: I (Terms and Conditions); II (General Service Requirements and Restrictions); III (Service Restrictions for SecureCloud); IV (Service Restrictions for SecureData); VI (Service Restrictions for SecureConnect/SecureEdge); VII (Service Restrictions for SecureHost/SecureASP); VIII (Service Restrictions for SecureMessage); and IX (Service Level Agreement).

Article I and II apply to all Services purchased by Customer from Claris. Articles III through IX shall apply as applicable based on the Services and options selected by the Customer and set forth in Attachment B and Attachment C.

Article I: Terms and Conditions

1. General Service Restrictions Certain Services shall be provided through the use of third party software and such Services shall be subject to the specifications and to the limitations of that software and additional restrictions set forth in this Agreement. These would include:
   a. Antivirus software
   b. Backup software
   c. Remote access software
   d. Microsoft server, database, productivity software etc

2. Payment. [Intentionally deleted.] See §§ 2 and 5 of Information Technology Services Agreement for payment terms.

3. Renewal and Termination. Either party may terminate this Agreement without cause upon giving the other party one hundred eighty (180) days advance notice of the intent to terminate. Claris may terminate this Agreement immediately if: (a) Customer shall not pay when due any sum owed hereunder, and fails to cure such nonpayment within thirty (30) days of receipt of Contractor's written notice of breach, or (b) Customer shall become insolvent or shall make an assignment for the benefit of its creditors or there shall be filed by or against Customer any bankruptcy, receivership, reorganization, or other like proceeding under any present or future debtor relief law. Any termination of this Agreement shall be in addition to, and not in lieu of, any other rights or remedies available to any party at law or in equity, and all such rights and remedies shall be cumulative. Customer may terminate this Agreement if Claris materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of Customer's written notice of breach. Customer shall remain liable for unpaid balances for Services provided prior to termination or expiration of this Agreement as applicable as well as service termination penalties equivalent to the balance of the remaining term for the applicable Services.

4. Disclaimer of Warranties. [Intentionally deleted.]

5. Confidentiality. For the purposes of this Agreement, "Confidential Information" means any software, documentation, and any information that the party disclosing the information (the "Discloser") conspicuously marks as "confidential." Confidential Information does not include information which: (a) is already known by Receiver at time of disclosure, (b) is or becomes, through no act or fault of Receiver, publicly known, (c) is received by Receiver from a third party not known to be a restriction on disclosure or use, (d) is independently developed by Receiver without reference to Discloser's Confidential Information, or (e) is required to be disclosed by a court or governmental agency, but only to the extent necessary to comply with such requirement, provided that (i) Receiver shall provide prompt notice of such requirement to the Discloser, if allowed by law, so the Discloser may seek an appropriate protective order or other appropriate remedy and (ii) Receiver shall maintain the confidentiality of the information affected by such requirement to the greatest extent possible. Receiver shall hold the Discloser's Confidential Information in strict confidence and shall not disclose Discloser's Confidential Information to third parties nor use Discloser's Confidential Information for any purpose other than as permitted by this Agreement. Upon the expiration or termination of this Agreement, the parties shall immediately return to each other or destroy all materials and all Confidential Information belonging to the other party.

6. Limitation of Liability. In no event shall Claris' officers, directors, employees, or representatives be liable to Client or any other party for any special, indirect, reliance, incidental or consequential damages of any kind, lost profits,

Copyright 2012, Claris Networks, LLC

Tel: 865.251.5555

6100 Lonas Drive
Knoxville, TN 37909
Fax: 865.251.5548

lost revenue, lost or damaged data, loss of connectivity to the Internet, business interruptions, or loss of goodwill, whether arising in contract, tort (including negligence) or otherwise even if Claris has been notified of the likelihood of such damages occurring. Claris' maximum liability to Client for any cause whatsoever, regardless of the form of action, including, without limitation, whether in contract, tort or negligence, shall in no event exceed $50,000. The foregoing limitation of liability shall be on a cumulative basis and not per incident, but does not include Claris' indemnification obligations under paragraph 8 below.

7. No Assignment. See § 14(a) of Information Technology Services Agreement.

8. Indemnification. Each of the parties hereto shall have the obligation and right to defend any claim, action, suit or proceeding brought against the other party (the "**Indemnified Party**") so far as it is based on a claim that any services supplied by the first party (the "**Indemnifying Party**") under this Agreement infringes a third party United States copyright or patent ("**IPR**") (such claim, action, suit or proceeding, an "**IPR Claim**"). The Indemnifying Party shall indemnify the Indemnified Party against any final judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such IPR Claim. The Indemnifying Party's obligation to defend or indemnify the IPR Claim is conditional upon: (a) the Indemnified Party notifying the Indemnifying Party promptly in writing of the IPR Claim or threat thereof; (b) the Indemnified Party giving the Indemnifying Party full and exclusive authority for the conduct of the defense and settlement of the IPR Claim and any subsequent appeal; and (c) the Indemnified Party giving the Indemnifying Party all information and assistance reasonably requested by the Indemnifying Party in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal. THIS SECTION STATES THE ENTIRE OBLIGATION OF THE INDEMNIFYING PARTY, AND THE EXCLUSIVE REMEDY OF THE INDEMNIFIED PARTY, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS BY THE INDEMNIFYING PARTY. THIS INDEMNITY OBLIGATION OF THE INDEMNIFYING PARTY, AND REMEDY ARE GIVEN TO THE INDEMNIFIED PARTY SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND THE INDEMNIFYING PARTY DISCLAIMS, ALL EXPRESS OR IMPLIED, WRITTEN OR UNWRITTEN WARRANTIES, CONDITIONS AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PROPERTY OF THE INDEMNIFYING PARTY.

9. Force Majeure. Except with respect to payment obligations, neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, acts of God or of the public enemy, terrorism, hacking or denial of service events, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes. If any force majeure event(s) results in a delay in Claris' performance of more than ten (10) business days, Claris may immediately terminate this Agreement.

10. Equitable Remedies. [Intentionally deleted.]

11. No Waiver; Severability; Headings. Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

12. Notices. See § 13 of the Information Technology Services Agreement.

13. Governing Law/Venue/Enforcement. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee, United States of America without giving effect to its conflict of laws. Any and all claims arising from this Agreement shall be brought either in the state and federal courts of Tennessee located in Knox County. Both parties to this Agreement consent to the jurisdiction of such courts. The prevailing party in any litigation related to this Agreement shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs in connection with enforcing any provision of this Agreement.

14. Miscellaneous. [Intentionally deleted.]

Article II: General Service Requirements and Restrictions

1. Pre-installation Assessment. [Intentionally deleted.]

2. Additions to Services. Customer may expand or contract the use of Services. The Minimum Usage Guarantee ("MUG") defines the lower limit of monthly charges. Claris will audit use of Services at least quarterly and adjust billing for any and all items as needed without additional consent of Customer. Claris will consider the addition, subtraction of users, licenses, software, disk space or any other services a change and adjust the bill on a prorated basis as needed. Any

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user that is active at any point during a given month shall be considered an active user for that month.

3. Site Infrastructure Requirements and Restrictions. Customer must provide a physical location to place equipment which must include either a minimum 36" swing mount rack or a sheet of 4' x 4' plywood mounted on the wall. Customer must also provide, or Claris can provide for a fixed price, a minimum 100MB 24 Port managed network switch. The equipment room must be adequately cooled, provide adequate and clean power, and be located inside of the physical premises of Customer's site. Laptops and desktop computers must meet the following minimum requirements. If any of these requirements are not met, Claris reserves the right to charge Customer hourly for any services performed in conjunction with each computer and end user.

- Intel Dual Core Processor or newer
- 2 GB of RAM
- 60GB Hard Drive
- Current Warranty with Manufacturer
- Current Microsoft Windows Operating Systems

4. Core Network Support. In addition to supporting the Town's core network, this agreement includes support facilitation for any approved 3rd party applications such as Acucorp, Arcgis, Incode, Laser Fiche, and Report Writer Designer so long as these applications have a valid warranty with the software manufacturer. Facilitation means Claris will work remotely with the software manufacturer to facilitate access to the machine or systems and assist as needed and where feasible with a resolution. Core Network Support DOES NOT include end user training, instruction or actual application support such as how an application functions, behaves and should work.

5. Unlimited Remote or Onsite End-User Desktop Support. If Customer chooses unlimited end-user support, all onsite or remote support and set up of new PC's shall be included in the monthly fee, except for: (a) application specific support, (b) changes to physical locations (i.e. office moves, adding facilities, etc.), (c) circumstances that require Claris to make significant moves, adds or changes to core infrastructure components, such as where Customer moves its offices or requires a wholesale relocation of user stations, (d) accelerated support will always be addressed via remote support, onsite support may be provided after remote support has been satisfied, and (e) desktop support shall be focused on core applications that support business functions only.

6. Restrictions on Printers. Claris can support HP, Dell and Lexmark Laser printers ONLY. In all cases Customer MUST have an active and valid warranty with the manufacturer, and preferably a service contract with a local printer service vendor. Customer has _____ printers numbering ____ that Claris cannot support.

7. Connectivity Requirements and Restrictions. Customer meets connectivity requirements of Claris' infrastructure.

8. Site Manager & Antivirus Restrictions. Claris provides a 3rd party management agent and Anti-Virus solution as part of SecureCare and SecureCloud. Claris does not guarantee the accuracy of the solution nor does Claris guarantee that Customer will be free from a virus, spyware, malware or other security breaches. No other anti-virus, anti-spyware or anti-malware software may be loaded. Doing so will result in additional services and fees to eradicate and reinstall. Current Microsoft Windows patch management will be performed by Claris on a pre-determined schedule. Claris does not guarantee that any and every patch will improve the system and/or be free from technical problems. Any services required to restore services due to a failure related to a third party application will be billed at standard hourly rates. Customer has established connectivity to Claris infrastructure.

9. Exchange Email Restrictions. Exchange users are initially restricted to 2GB mailbox limits and 50MB email size transfers. Customers may ONLY utilize, and Claris only supports, Outlook 2007 and higher, Entourage (may have limited functionality) or Webmail. IMAP and POP3 are not supported protocols. Windows mobile sync is available as part of the solution. Research in Motion ("RIM") Blackberry Enterprise services are not included and require additional costs. Claris' SpamSoap anti-spam solution is included and will provide anti-spam technology. SpamSoap continuity and disaster recovery for email can be added for an additional fee. Backups of Claris' Exchange services are designed to protect against complete server failure and should not be expected to restore or recover individual emails, contacts, tasks, calendar etc. (Please note: All users of non-dedicated hosted Microsoft Exchange will be required to authenticate with Microsoft Exchange when opening Microsoft Outlook. Claris recommends that any Customers with more than one-hundred employees or that utilize plug-ins to Microsoft Exchange consider upgrading to a dedicated Microsoft Exchange environment.)

10. RIM Blackberry Enterprise Server Restrictions. [Intentionally deleted.]

11. Definition of Users. For the purposes of defining the number of users, Claris uses the greater of the users and/or actual computers supported. By example, if there are 25 computers but 35 users, Claris uses the number of users not computers.

12. Backup, Restore and Disaster Recovery Restrictions. Managed Data Backups and IT Continuity include daily backups of Customer data provided under SecureCloud. Any backups of on premise Customer owned systems are outside the scope of Claris' Services and are the sole responsibility of the Customer and Claris disclaims any and all liability

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regarding the backups of Customer owned servers.

13. Backup Retention. As noted on the Quote, Claris will provide thirty (30) days of backup retention for $399.99 per month. If this is cancelled, then seven (7) days backup retention is provided for the basic monthly fee. Unless otherwise stated herein, Claris provides seven (7) days of backup retention per Customer. This includes no more than one (1) full backup and six (6) incremental backups. Customer may purchase additional retention of data of: sixty (60) day retention.

14. Storage Management. Storage provided via SecureCloud at Claris' data center is pooled across the servers provided. The final determination of storage per server is done through the pre-installation assessment. Existing storage may be re-allocated across existing systems as needed no more than four (4) times per year. Storage for Claris provided onsite servers will vary based on the role of said server. Claris does not guarantee provisioned storage of onsite servers will be adequate for every customer's growth needs. Customer may incur additional charges if storage requirements outpace storage provided in onsite hardware.

15. Onsite Server Restrictions. The primary onsite server provided to Customer is only for Microsoft Windows services and file sharing. NO 3rd party applications may be installed on this server unless approved by Claris, at Claris' sole discretion. It is recommended that all 3rd Party applications be deployed on an additional Onsite Standard Server or Onsite Specialized Appliance Server. Should Customer require an ADDITIONAL Onsite Standard Server or Specialized Appliance Server, Customer may be required to purchase OFFSITE backups via SecureData, which will also be subject to additional fees. Claris reserves the right to decline any software application proposed to run on any system, including the onsite systems.

16. Additional Onsite Standard or Specialized Server Restrictions. All onsite servers provided by Claris to Customer are subject to 3rd party warranty. Any 3rd party server provided onsite to Customer must be kept in a server room with adequate temperature control (between 59 and 72 degrees Fahrenheit) and power. Claris reserves the right to charge Customer additional service fees for direct damages to Claris provided hardware and software if the minimum cooling requirements are not met. All Additional Onsite Standard and Specialized Servers must be backed up utilizing SecureData Offsite.

Article III: Service Restrictions for SecureCloud

1. Service Level Agreement Restrictions. All onsite servers deployed as a part of SecureCloud are not subject to Service Levels.

2. Microsoft Licensing Overview and Related Restrictions. For all Microsoft Licensing restrictions please reference: http://www.microsoft.com/licensing/spur/products.aspx. Customer shall have access to the latest version of any Microsoft licensing provided under this Agreement. Claris shall not be responsible for Customer's misuse of any Microsoft product or license. Customer's misuse or misrepresentation of Claris' licensing shall be a breach of this Agreement. Misuse or misrepresentation may include but is not limited to: (a) installing Claris' provided licensing to equipment not covered under SecureCloud, (b) misrepresenting or not reporting additional users or Customer personnel, or (c) contractor or partner installing licensing keys without written consent of Claris.

3. Terminal Server Restrictions. Although this section does not apply to this contract, a Microsoft Terminal Server ("Terminal Server") may be provided subject to the following restriction: Microsoft Office, Microsoft Project and Microsoft Visio licensing is only for the Terminal Server. Any 3rd party software applications must be approved by Claris and must have a valid and active support contract with the manufacturer. Claris will only support HP Laser Printers via terminal services and highly recommends the installation of TriCerat's Screwdrivers solution for Terminal Server printing (http://www.tricerat.com/screwdrivers). PDF printing from within terminal services will be handled by the Microsoft Office application's native PDF print drive. If the particular application does not support PDF creation natively, Customer is responsible for purchasing Adobe PDF Creator for each user on the Terminal Server.

4. SSL Certificates, Site to Site Virtual Private Network and SSL-VPN Remote Access Restrictions. Claris provides four (4) SSL certificates as a part of SecureCloud. These are to be used only for: Microsoft Outlook Web Access and Microsoft Exchange Windows Sync for Windows mobile phones, RPC over HTTPS for Outlook to Exchange, Encrypted Terminal services access in TS2008, and for the SSL-VPN appliance. Additional certificates are available as needed for a flat fee. SSL-VPN remote access provides customers with a clientless means of connecting to the network. This is initially limited to ten (10) concurrent users and is integrated with the Windows domain. Layer2 VPN and direct terminal services access are the only two components provided in this solution. Site to Site VPN configuration and support is included in the setup of SecureCloud but is limited to (2) hours. The SSL Certificates provided by Claris are sufficient for the needs of Customer.

5. System Performance Restrictions. SecureCloud is delivered as a 'best effort' service. Claris shall review system performance to determine the necessary resources. In the event that the systems in question need additional resources,

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Claris shall increase resources to reach adequate services levels.

6. Travel and Expenses. [Intentionally deleted.]

7. Availability Goal. As provided in Article IX below, Claris availability goal is 99.9% uptime and is measured in a 365 day/year calendar. In the event that SecureCloud should not meet that uptime goal, please contact support and we will strive to resolve the issue. If the issue was due to Claris' error, Customer credits shall be remedied per the terms of the "Service Level Credits" section below. Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the remediation or service level agreement.

8. Archiving Service Restrictions. Archiving Services are provided based on the schedule purchased. Archived data shall be provided to Customer in a format recoverable to common virtual platforms. All data shall be written to Customer provided hardware, including USB devices with adequate storage. Should Customer not provide adequate hardware, Customer recognizes that archiving cannot be completed.

9. Disclaimer. Claris may depend on any number of third party carriers (ATT, Paetec, Verizon, Global Crossing, and others). Claris does not ensure our maintenance windows and theirs are always congruent;. Claris also cannot control force majeure events. All such events are exempt from Claris' service level obligations. In the event that Claris can file a claim with a third party and be compensated for these failures, Claris will proportionally credit the Customer for the downtime experience. Downtime may be defined in several ways, but for the purposes of SecureCloud and specifically these applicable service levels, Claris defines downtime as when a Customer is unable to connect either to our core router, our core firewall or to the internet, and this situation is due to a failure by a Claris owned and managed component.

10. Upgrades to SecureCloud Systems and Software. All licensing provided under SecureCloud allows Customer to access the latest versions from Microsoft. Any Customer initiated upgrades in software provided under SecureCloud shall be billed at $150 per hour.

Article IV: Service Restrictions for SecureData

1. Site Infrastructure Requirements and Restrictions for SecureData. Customer shall provide Claris access to Customer's servers so that SecureData can be loaded and data containers can be inspected for remote backup software to be properly setup. Customer's servers must be running Microsoft Server 2003 or better for SecureData. Any other operating systems must be approved by Claris in writing. The server operating system should be patched and have anti-virus software installed. If any of these requirements are not met, Claris reserves the right to charge Customer hourly for any services performed in conjunction with each computer and end user.

2. Helpdesk Support Restrictions for SecureData. SecureData support is strictly remote support. Hardware support is limited to a Claris-owned equipment. Business Standard Support is included in SecureData for no additional fee.

- Business Standard Support. Support calls will automatically notify our Helpdesk during normal operating hours of 7AM – 7PM Eastern Time, Monday through Friday excluding holidays.
- Business Extended Support. Although this level of support does not currently apply under this contract, under it support calls will automatically notify our Helpdesk during normal operating hours of 7AM – 7PM Eastern Time, Monday through Friday excluding holidays. Outside of normal business hours, weekends and holidays Claris maintains a support escalation procedure for notification and management. Support DOES NOT include end user training, instruction or actual application support such as how an application works, should be prepared or optimized for backups.

3. Data Restoration Restrictions for SecureData. SecureData restoration is limited to the files, databases and other digital information that is a part of the ("Data") covered under SecureData. Restoration will allow Customer access to the data to restore. The restoration process can be initiated utilizing a web interface or calling into Claris' customer care. Claris assisted restoration is limited to one (1) time per month. Additional Claris assisted restoration will be billed hourly. Customer managed restoration is unlimited. Claris will bill Customer hourly to copy data to a removable hard drive provided by Claris should Customer request access to more resources. This drive can be shipped or driven to Customer premise. All costs including, without limitation, travel, time and materials associated with getting customer information to Customer's site is at the sole expense of the Customer. If Customer and Claris mutually agree that a certain file, folder, database or any other portion of electronic data needs to be restored company can elect to restore data for the Customer by several methods including but not limited to electronic download, removable storage shipping or in-person delivery. Claris' restoration services are limited to providing the data to Customer. Claris neither guarantees nor warranties the integrity of said data but will make commercially reasonable efforts to store and provide said data to Customer. Claris will provide commercially reasonable efforts to restore said data in its entirety and in a timely manner. Any hardware or services required to restore the data to Customer hardware is outside the scope of this Agreement and will be billed at $99/hour plus the cost of the hardware. Claris shall not be liable for the integrity, restoration time, or restore process of this data. Claris will make commercially reasonable efforts to have this data to Customer within twenty-four (24) hours but

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cannot guarantee this time frame.

4. Replication and Reservation Restrictions. Replication and reservation services can be performed at a hardware and/or software level, depending upon the Customer infrastructure. Only hardware and software approved by the Company shall be used to provide replication or reservation services. It is the Company's sole discretion to determine if hardware and software are fit for use. All servers provided by Company are delivered in a passive, non-active state. This means customer shall not have access to the servers or storage. This service is designed to be a disaster only service that shall be activated by the Customer in writing. All services required to move reservation servers to an active state shall be billed at $150 per hour. Any time or labor associated with moving, configuring and testing the replication or reservation services shall be billed at $150 per hour. The goal for restoration time in the event of a disaster is 24-48 hours and is not guaranteed due to varied degrees of customer data storage sizes, third party application vendors and software limitations and restrictions. Should Customer require a copy of replicated data Customer shall provide media and transportation to Company.

5. Passive to Active Restrictions. Customer will be billed monthly at $499 per server for any and all servers moved to an active status. Customer acknowledges and agrees that the service level experience in a disaster active status may be lower than they experience in their production environment.

Article V: Service Restrictions for SecureColo

[Intentionally Deleted.] This service is not part of this contract.

Article VI: Service Restrictions for SecureConnect/SecureEdge

SecureConnect is not part of the services provided currently under this contract.

1. SecureConnect/SecureEdge Restrictions. Claris installation and setup services ONLY include (a) the provisioning of the circuit by the local carrier, (b) the provision, configuration and delivery of the network equipment (Firewall/Router) onsite and (c) the termination of the equipment to the Customer LAN. Claris installation and setup DOES NOT include any internal Customer network configuration services including but not limited to: routing, VLAN's, servers, content filtering, etc. Claris installation and setup does not include the configuration, or facilitation of configuration, of non-managed site to site (LAN to LAN) VPN connections to SecureConnect location of core firewall. The setup fee does include the configuration of the core firewall and/or SecureConnect firewall for the VPN but NOT the configuration or coordination of a 3rd party end. Any services for communicating, coordinating or configuring a 3rd party device will be charged an hourly rate of $150 per hour.

2. SecureConnect/SecureEdge Access to Systems. SecureConnect/SecureEdge is a managed service and solution that is delivered, managed and controlled by Claris. Customers are not granted access to the equipment deployed onsite at Customer locations or hosted centrally in Claris' data center(s) under any circumstances. All changes, moves, additions, questions and inquires must be directed through Claris and are managed by Claris service associates.

Article VII: Service Restrictions for SecureHost/SecureASP

1. Helpdesk Support. SecureHost does not include helpdesk support. Customer may purchase support from Claris. Support services outside of this Agreement shall be billed at $150 per hour.

2. Microsoft Licensing Overview and Related Restrictions. For all Microsoft Licensing restrictions please reference: http://www.microsoft.com/licensing/spur/products.aspx. Customer shall have access to the latest version of any Microsoft licensing provided under this Agreement. Claris shall not be responsible for Customer's misuse of any Microsoft product or license. Customer's misuse or misrepresentation of Claris' licensing shall be a breach of this Agreement. Misuse or misrepresentation may include but is not limited to: (a) installing Claris' provided licensing to equipment not covered under SecureCloud, (b) misrepresenting or not reporting additional users or Customer personnel, or (c) contractor or partner installing licensing keys without written consent of Claris.

3. Terminal Server Restrictions. A Microsoft Terminal Server ("Terminal Server") may be provided subject to the following restriction: Microsoft Office, Microsoft Project and Microsoft Visio licensing is only for the Terminal Server. Any 3rd party software applications must be approved by Claris and must have a valid and active support contract with the manufacturer. Claris will only support HP Laser Printers via terminal services and highly recommends the installation of TriCerat's Screwdrivers solution for Terminal Server printing (http://www.tricerat.com/screwdrivers). PDF printing from within terminal services will be handled by the Microsoft Office application's native PDF print drive. If the particular application does not support PDF creation natively, Customer is responsible for purchasing Adobe PDF Creator for each user on the Terminal Server.

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4. SSL Certificates, Site to Site Virtual Private Network and SSL-VPN Remote Access Restrictions. Claris may provide SSL certificate(s) as a part of SecureHost/SecureASP. These are to be used only for: Microsoft Outlook Web Access and Microsoft Exchange Windows Sync for Windows mobile phones, RPC over HTTPS for Outlook to Exchange, Encrypted Terminal services access in TS2008, and for the SSL-VPN appliance. Additional certificates are available as needed for a flat fee. SSL-VPN remote access may be provided to customer as a clientless means of connecting to the network. Layer2 VPN and direct terminal services access are the only two components provided in this solution. Site to Site VPN configuration and support is included in the setup of SecureHost but is limited to (2) hours.

5. System Performance Restrictions. SecureHost/SecureASP is delivered as a 'best effort' service. Claris shall review system performance to determine the necessary resources. In the event that the systems in question need additional resources, Claris shall increase resources to reach adequate services levels.

6. Availability Goal. Claris availability goal is 99.9% uptime and is measured in a 365 day/year calendar. In the event that SecureHost/SecureASP should not meet that uptime goal, please contact support and we will strive to resolve the issue. If the issue was due to Claris' error, Customer credits shall be remedied per the terms of the "Service Level Credits" section below. Maintenance windows, both scheduled and emergency, are not included in the availability goal and do not impact the remediation or service level agreement.

7. Archiving Service Restrictions. Archiving Services are provided based on the schedule purchased. Archived data shall be provided to Customer in a format recoverable to common virtual platforms. All data shall be written to Customer provided hardware, including USB devices with adequate storage. Should Customer not provide adequate hardware, Customer recognizes that archiving cannot be completed.

8. Disclaimer. Claris may depend on any number of third party carriers (ATT, Paetec, Verizon, Global Crossing, and others). Claris does not ensure our maintenance windows and theirs are always congruent;. Claris also cannot control force majeure events. All such events are exempt from Claris' service level obligations. In the event that Claris can file a claim with a third party and be compensated for these failures, Claris will proportionally credit the Customer for the downtime experience. Downtime may be defined in several ways, but for the purposes of SecureHost/SecureASP and specifically these applicable service levels, Claris defines downtime as when a Customer is unable to connect either to our core router, our core firewall or to the internet, and this situation is due to a failure by a Claris owned and managed component.

9. Upgrades to SecureHost/SecureASP Systems and Software. All licensing provided under SecureHost/SecureASP allows Customer to access the latest versions from Microsoft. Any Customer initiated upgrades in software provided under SecureHost/SecureASP shall be billed at $150 per hour.

Article VIII: Service Restrictions for SecureMessage

1. Service Restrictions for SecureMessage. SecureMessage is a hosted Microsoft Exchange and Microsoft Lync solution provided by Claris. As a hosted service certain specific restrictions may apply to the various Services, including:

- Installation of 3rd party applications that integrate directly with the Microsoft Exchange server
- Installation and use of fax servers such as but not limited to: RightFax, FaxPress, GFI FaxMaker
- Integration with Blackberry or Goodlink Messaging Servers
- SecureMessage requires Microsoft Windows XP Service Pack2 or Higher Microsoft Operating System
- SecureMessage Requires Microsoft Outlook2007 or newer for Email
- Setup fees DO NOT include the setup of end user personal computers, Microsoft Outlook software or any other client related functions.
- Claris will provide the Customer with the installation media and instructions for configuration and setup.
- Claris will provide installation, setup and configuration services for end user personal computers, Microsoft Outlook software or other client related functions at an hourly rate of $150 per hour.
- Any special configurations, migrations, data exporting or importing is not included but can be purchased at an hourly rate of $150 per hour.

Article IX: Service Level Agreement

1. The Service Level Agreement ("SLA") set forth in this Article IX shall apply to the Services set forth in Attachment B and Attachment C.

2. This SLA defines the commitment for acknowledgement and resolution of technical issues based on the support service option chosen.

3. Standard Options for Support Services. The following shall apply to all Claris support services under this SLA:

- Automatic critical alerts will notify operations during normal operating hours.

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- Inbound support calls, emails or portal requests will automatically notify operations during normal operating hours.
- Response times vary according to type of event and severity. Please see schedules for each level of severity.
- Normal business hours of operation from 7 a.m. to 7 p.m. EST, Monday through Friday, excluding holidays.

4. Support Service Level Options. Claris provides two (2) levels of support service. The support level chosen on Attachment C, Section C is Business Standard and shall determine the response times and support functions for each Service Level Severity Category listed below.

- Business Standard Support. Business Standard Support includes the following:
  - 12x5 technical support, Monday through Friday excluding holidays
  - Standard SLA services, including acknowledgement and resolution plan agreements
- Business Extended Support. Business Extended Support includes the following:
  - 24x7 technical support
  - Critical alerts and inbound calls outside of normal business hours, weekends and holidays will be handled through our after-hours escalation procedures
  - NOTE: Email alerting, inbound email and portal requests not supported outside of normal business hours
  - Expanded SLA services, including acknowledgement and resolution plan agreements

5. Service Level Severity Categories. Claris shall provide maintenance and support services and shall respond to service requests and correct failures in accordance with the severity level reasonably assigned by Claris as follows:

SEVERITY: HIGH		
Description	High severity is ONLY when an entire organization is down, unavailable or otherwise unable to operate through this event. In this situation Claris dedicates as many resources as possible to evaluating and resolving the issue. High severity should only be used when an entire organization's ability to conduct business is down due to services provided by or supported by Claris. Examples would be: Phone system down, accounting server down, email server down, EMR/ERP line of business application system down. "Down" means that the ENTIRE organization is unable to utilize these services.	
[illegible]	[illegible]	[illegible]
SLA Services	**During normal business hours:** • Thirty (30) minute acknowledgement – acknowledging, assigning the issue and notifying Customer of such • One (1) Hour resolution plan – reviewing and accepting the issue and notifying Customer of resolution plan after acknowledgement **After normal business hours: no SLA services are available for Business Standard**	**During normal business hours:** • Thirty (30) minute acknowledgement – acknowledging, assigning the issue and notifying Customer of such • One (1) Hour resolution plan – reviewing and accepting the issue and notifying Customer of resolution plan after acknowledgement **After normal business hours:** • Thirty (30) minute acknowledgement – acknowledging, assigning the issue and notifying Customer of such • Two (2) Hour resolution plan – reviewing and accepting the issue and notifying Customer of resolution plan after acknowledgement
SEVERITY: NORMAL		
Description	Normal severity issues are issues that are not affecting the entire organization or even one site, but instead may affect one or two people. These are issues that ARE NOT creating downtime for the end user or business, but are causing loss of overall productivity or constant frustration for the end user and the business. Moves, adds, and changes are also considered to be part of this category.	

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ATTACHMENT C

	Examples would include: One individual's computer crashes daily, Outlook is running slow for two users, unable to access websites that are used for business.	
[illegible]	[illegible]	[illegible]
SLA Services	**During normal business hours:** • Two (2) hour acknowledgement – acknowledging and assigning the issue • Four (4) hour response – reviewing and accepting the issue and notifying Customer **After normal business hours: no SLA is available for Business Standard**	**During normal business hours:** • Two (2) hour acknowledgement – acknowledging and assigning the issue • Four (4) hour response – reviewing and accepting the issue and notifying Customer **After normal business hours no SLA is available for Business Extended**
SEVERITY: LOW		
Description	Low severity issues are standard requests for service such as the setup of a new user, request for a new computer, a request that can be addressed the next time someone is onsite, etc. Generally low priority issues are not affecting service in any way and are simple requests.	
[illegible]	[illegible]	[illegible]
SLA Services	**During normal business hours:** • Same day acknowledgement – acknowledging and assigning the issue • Next day response – reviewing and accepting the issue and notifying Customer **After normal business hours no SLA is available for Business Standard**	**During normal business hours:** • Same day acknowledgement – acknowledging and assigning the issue • Next day response – reviewing and accepting the issue and notifying Customer **After normal business hours no SLA is available for Business Extended**

6. Software Updates and Maintenance. In the normal course of operations, updates and changes must be made to the infrastructure for the purposes of growth, capacity planning, performance and security. As a result, some updates will cause a temporary interruption in Services. Claris shall give commercially reasonable efforts to inform the Customer in advance in these situations. In addition, upgrades known to cause a device to reboot will be scheduled during a maintenance window outside of normal business hours. Normal maintenance windows are scheduled for every Saturday night starting at 11:00 p.m. EST and ending at 3:00 a.m. EST. These are left open weekly for emergency services. Two windows are exercised monthly on the 1st and 3rd Saturday of the month. The 1st Saturday is reserved for patch management procedures and the 3rd Saturday is reserved for upgrades, installations, changes, and testing. These windows are NOT utilized every month, but the expectation should remain that they will be. In certain emergency situations the maintenance window may be moved up to another day at the sole discretion of Claris.

7. Patch Management Schedule. Patch management for all mainstream supported versions of Microsoft Software supported by Claris will be performed on a pre-determined schedule by Claris. Patches will be applied NO earlier than two (2) weeks after release by Microsoft. Service Packs, Internet Explorer, SQL Server and .NET updates will include a pre-notification to the Customer one (1) week prior to planned update. Customer will have the option to "decline" the patch to certain or all systems for these items. Patches for these items will NOT be applied earlier than one (1) month after release by Microsoft. Updates, Service Packs and Patches for Microsoft Office are ONLY eligible for Office 2003 and higher. Updates to desktops will normally be done during business hours while servers and applications will be done after business hours. All personal computers will be set to automatically reboot at 2:00AM ET after the updates, service packs and/or patches are applied. Any systems not on the network or not connected in a timely fashion will be skipped and are not the responsibility of Claris. Please NOTE:

- The initial updates will require that all personal computers be left on and available for at least one weekend, possibly two to complete.
- Claris DOES NOT provide patch management support for any software outside of the supported Microsoft products supported or provided in Service(s).

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ATTACHMENT C

8. Service Level Credits. If during the course of providing the Service(s), Claris fails to meet the Support Level requirements as defined herein more than three (3) times in a six (6) month period Claris shall credit the Customer an equivalent of one (1) day's *fees* for the Service(s) for each failure within such six (6) month period. The provision of Service Level Credits under this SLA shall be Customer's sole and exclusive remedy with respect to the failure by Claris to meet its obligations under this SLA. Claris shall calculate any amount that Customer is entitled to receive as Service Level Credits upon notice by Customer of a service level default. Claris shall credit all Service Level Credits towards the next invoice for the Services.

9. Disclaimer. Claris may depend on any number of third party carriers (ATT, Paetec, Verizon, Global Crossing, and others). Claris does not ensure our maintenance windows and theirs are always congruent. Claris also cannot control software problems, bugs in software or force majeure events. All such events are exempt from Claris' obligations under this SLA. In the event that Claris can file a claim with a third party and be compensated for these failures, Claris will proportionally credit the Customer for the downtime experience. "Downtime" is defined under this SLA as when Customer is unable to access a Claris provided and/or hosted service due to a failure by a Claris owned and managed component.

Copyright 2012, Claris Networks, LLC

Tel: 865.251.5555

6100 Lonas Drive
Knoxville, TN 37909
Fax: 865.251.5548

CLARIS NETWORKS

making IT work.

The Town of Farragut
Network Refresh, associated with Renewal

January 19, 2016

Estimate Background and Description

This document is intended to estimate the labor and technical proficiency required to implement specific services. This is a best effort, good faith estimate and shall not exceed $7,890.00.

1. Project Scope

In accordance with the submitted November 2015 Professional IT Services proposal, Claris Networks included a one-time setup fee for The Town of Farragut to accomplish tasks associated with refreshing the network. This work will include replacing firewalls, taking a deep dive into virtual server infrastructure to insure optimum performance (adding 2nd Terminal server and session broker), especially the local host which may need to be changed. We will also walk through the monthly archiving rhythm, and consider and make changes as needed to Active Directory, GPO, File Structure and Printing.

2. High-Level Constraints (Scope)

- Scope of Work: (high level tasks)
  - Project Management and Coordination
  - Deep Dive into local host, possible replacement
  - Review Virtual Server builds, Windows environment
    - Add additional Terminal Server and Session Broker
    - Replace Local Host as needed to accommodate change
  - Review and make changes to Active Directory
    - Group Policy and Permissions
    - AD structure
  - Replace Main Firewall and Public Works firewall
  - Replace UPS
  - Claris will do installation for the AP

3. Estimated Cost of Labor:

Project will be a fixed fee, as part of the renewal.

☐ Fixed fee, as part of renewal agreement, $7,889.87

Claris Networks IT Proposal

Response to:

The Town of Farragut

Request for Proposal
For Information Technology Services

December 2, 2015

Claris Networks Point of Contact:
Chuck Spicka
Claris Networks
865-696-7570
cspicka@clarisnetworks.com

SECTION B
BASIC SERVICES

OVERVIEW

The professional services sought in this request include a complete organizational hosting solution and management of all aspects of the Town's Information Technology systems.

Phase I shall include the secure migration of all existing Town digital data from existing host to contracted host (migration must not impede the day-to-day operations of the Town of Farragut).

Phase II shall include the management, internal/external, maintenance, and support of the Town's Information Technology data and infrastructure.

PREFERRED CHARACTERISTICS SOUGHT:

- Ability to offer services tailored to the unique needs found in a municipal government organization
- Ability to work in collaboration with Town personnel
- Ability to offer outstanding customer service which may include in-house office hours
- Ability to analyze, problem-solve, and provide short/long term solutions to meet our e-government needs
- Ability to "deliver"

EXISTING TOWN IT INFRASTRUCTURE and SERVICES

- Stable network through a T1 Line
- Secure Cloud Platform
    - 24 – 30 users
    - Local Office & remote offsite file sharing
    - Managed Firewall, content filtering and remote access
    - Dedicated hosted exchange Mailserver
    - Email spam filtering for each user
    - Dedicated Microsoft Office SharePoint server with 100GB storage
    - Managed desktop & helpdesk services for each user
    - Onsite support services
    - IT strategic oversight
- Terminal Server, 40 user access
- SpamSoap, email messaging archive storage and compliance, per user
- Incode Server (financial and permitting)
- Public Works & main site connection
- Assistance with Laserfiche maintenance/set-up
- Secure Data-3 servers, 1TB local/500GB off-site storage
- Meru Wireless Access Points in Town Hall and one off site Town Park

SPECIFIC NEEDS

Below is an itemized, non-exhaustive list of specific needs for candidate firms to consider when drafting a proposal.

Please provide a general narrative titled "Specific Needs Narrative" outlining how your firm will address EACH of the needs listed below. The candidate firm should also consider and propose alternatives that, in the firm's mind, would be a better solution for the Town of Farragut. Alternatives shall be in addition to addressing specific needs as well as pros and cons to each if relevant.

SPECIFIC NEEDS include:

1. Redundant, secure, backed up, cloud-hosted solution; this includes monitoring and maintenance with a minimum of 2 terabyte storage capacity; **OR** comparable alternative
2. Email Solution: Ability to backup and archive all emails
3. Seamless integration and cooperation with our current website host
4. Remote User Access
5. Recovery Speed/Scalability: Comparable to Amazon EC2 Standard
6. On-call setup and maintenance: mirrored workstation software and support for a minimum of 50 licensed network users in five Town Departments (Administration, Parks and Leisure Services, Community Development, Public Works, and Engineering):
    - Licensing: The Town **currently** holds licenses for the Windows 7 Operating System, Microsoft Office 2010, and Various 3rd Party Software licenses determined by the specific Town Department's needs and mission
    - The selected firm must be able to provide service which will accommodate the installation, workstation setup, and maintenance of all operating systems, platforms, content management systems, and third party software
    - The hosting solution must seamlessly integrate with the Town's existing e-government website module capabilities which includes secure two-way transactions through a third party web-portal, public records retrieval through the website (Munidocs), remote network user access for telecommuting
7. The selected firm must be familiar with municipally-deployed GIS and its applicability to e-government service delivery. The Town **currently** has the following GIS infrastructure:
    - Physical Server on-site: Dell R300 standard configured for onsite ARCGIS application
    - Dell T7500 Workstation with Windows 7 Operating System and ArgGIS10 ESRI licensed software and extensions
    - Future Expandability: Cloud hosting solution for ArcServer
        - licensing through Environmental Systems Research Institute (ESRI)
8. System Security in a cloud environment which meets the Federally Adopted Standards
9. Wi-Fi Maintenance and Support
10. Customer Service

- Continuous system monitoring with the ability to provide emergency and non-emergency on-site and remote access problem resolution
- Set up of new equipment and software upon request
- Ability to provide in-person office support on a regular and continual basis if necessary

11. Ability to work with our IT Strategic Planning Firm in creating our 5-year IT Strategic Plan (plan creation should commence in January 2016)

CONTRACT TERM

PHASE I (Data Migration):

Seamless migration of all data from our existing service provider to the selected firm shall occur within thirty (30) days of contract execution.

PHASE II (Deployment and Support):

Successful data migration, setup and deployment of all services shall be complete within sixty (60) calendar days of contract execution. The firm shall provide all hosting and maintenance services for a period three (3) years from the date of contract execution with the option to extend the contract for services for two additional three (3) year terms.

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs.

To request accommodations due to disabilities, please call 865-966-7057 in advance of the any meeting.

Response to The Town Of Farragut
Request for Proposal for Information Technology Services
From Claris Networks, 12.4.2015

Section B
Specific Needs Narrative
Claris Networks responses follow the word Response:

1. Redundant, secure, backed up, cloud-hosted solution; this includes monitoring and maintenance with a minimum of 2 terabyte storage capacity; OR comparable alternative
Response: As your Managed Service Provider (MSP) Claris is providing and will continue during the Term to provide 2TB of Storage

2. Email Solution: Ability to backup and archive all emails
Response: As your MSP, Claris is providing and will continue to provide during the Term Microsoft Exchange for an email solution on a separate server. In addition, Claris is providing and will continue to provide a Core Protection Suite per email user as an anti-spam measure, and an Email/Archive Bundle per user that provides multi-year archiving.

3. Seamless integration and cooperation with our current website host
Response: We will help provide support for access to Claris hosted systems. We will help troubleshoot connectivity to other systems. Claris cannot guarantee Seamless Integration to third party applications under any circumstances.

4. Remote User Access
Response: Claris is providing and will continue to provide during the Term Remote User Access via SSL VPN (secure socket layer virtual private network), providing access via most web browsers.

5. Recovery Speed/Scalability: Comparable to Amazon EC2 Standard
Response: The Claris Cloud solution is recognized as the 31st largest cloud in the world, in which Amazon EC2 is in the list. So, Claris will provide a scalable solution compliant with the EC2 standard.

6. On-call setup and maintenance: mirrored workstation software and support for a minimum of 50 licensed network users in five Town Departments (Administration, Parks and Leisure Services, Community Development, Public Works, and Engineering):
Response: Claris currently provides and will continue to provide during the Tem unlimited off-site and on-site help for all PC issues.

- Licensing: The Town currently holds licenses for the Windows 7 Operating System, Microsoft Office 2010, and Various 3rd Party Software licenses determined by the specific Town Department's needs and mission

Response: This is currently done and will continue during the Term to be done through unlimited off-site and on-site support by Claris personnel.

- The selected firm must be able to provide service which will accommodate the installation, workstation setup, and maintenance of all operating systems, platforms, content management systems, and third party software
  Response: This is currently done and will continue during the Term to be done through unlimited off-site and on-site support by Claris personnel.
- The hosting solution must seamlessly integrate with the Town's existing egovernment website module capabilities which includes secure two-way transactions through a third party web-portal, public records retrieval through the website (Munidocs), remote network user access for telecommuting
  Response: The two-way transactions through the third-party web-portal are currently in place with Claris and will continue to be maintained during the Term.

7. The selected firm must be familiar with municipally-deployed GIS and its applicability to e-government service delivery. The Town currently has the following GIS infrastructure:
Response: Claris is currently support and will continue to support during the Term the municipally-deployed GIS and the e-government service delivery.

- Physical Server on-site: Dell R300 standard configured for onsite ARCGIS Application
  Response: the current HP DL320e is a Claris asset and is being support and will continue to be supported by Claris.
- Dell T7500 Workstation with Windows 7 Operating System and ArgGIS10 ESRI licensed software and extensions
  Response: the Dell 7500 is currently being supported and will continue to be supported by Claris.
- Future Expandability: Cloud hosting solution for ArcServer licensing through Environmental Systems Research Institute (ESRI)
  Response: Claris is capable of expanding as ArcServer needs the resources.

8. System Security in a cloud environment which meets the Federally Adopted Standards
Response: Claris has its SOX2 and 3 and we are audited on a semi-annual basis. Internally, we comply with these compliance requirements. However, the Town may be required for verification of compliancy. Because regulations do not allow us to audit networks that we support, Claris cannot provide these audits. It's a conflict of interest.

9. Wi-Fi Maintenance and Support
Response: Claris is currently supporting and will continue during the Term to support the Towns Wi-Fi. Claris has also made recommendation to move to Aerohive Managed Solution, away from present Meru solution.

10. Customer Service

- Continuous system monitoring with the ability to provide emergency and nonemergency on-site and remote access problem resolution
  Response: Claris agrees to continuous system monitoring
- Set up of new equipment and software upon request
  Response: Claris agreed to provide setup of new equipment and software upon request.
- Ability to provide in-person office support on a regular and continual basis if necessary
  Response: Claris is providing and will continue to provide remote and onsite End User support as defined in the attachment to Section I, Claris Networks LLC Service Agreement, paragraph 16. Claris can also provide dedicated onsite staffing solutions for additional fee, if this becomes a requirement for the Town of Farragut.

11. Ability to work with our IT Strategic Planning Firm in creating our 5-year IT Strategic Plan (plan creation should commence in January 2016)
Response: The Technical Account Manager (TAM) will be meeting with the Town on a quarterly basis, and annually will provide a Top-Down Needs Assessment. Additionally, the TAM will work with the Town's IT Strategic Planning Firm to assist in creating the 5 year strategic plan. During quarterly meetings, the TAM will also provide recommendations for new technology, software and e-government delivery solutions.

SECTION C
AFFIDAVIT

This proposal is submitted to the Town of Farragut, TN (the Town) by the undersigned who is an authorized officer of the firm and said firm is licensed to do business in the State of Tennessee. Further, the undersigned is authorized to make these assurances and certifies their validity. The firm recognizes that all assurances and representations herein are binding upon executing a contract and failure to adhere to any of these commitments is considered a breach of contract which may result in a revocation of the agreement and payment for any damages arising from that breach.

Consent is hereby given to the Town to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the firm.

The firm understands that, at such time as the Town decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the firm's proposal with no re-submittal rights.

The firm understands that the Town, after considering the legal, financial, technical, and character qualifications of the firm, as well as what in the Town's judgment may best serve the public interest of its citizens and employees, may offer to contract.

The firm understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. It understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Any agreement issued will be on the basis of the firm's service and financial plans and that the firm's arrangements are feasible and adequate to fulfill the conditions set forth in this project.

Company Name: Claris Networks, LLC

Authorized Person: DAVE SAGRAVES Signature:

(Print/Type)

Title: EVP Date: 12/4/15

Address: 6100 Lonas Dr, Knoxville, TN 37919

Telephone: 865-251-5519 Email: dsagraves@clarisnetworks.com

SECTION D
QUALIFICATIONS

IT Services: Qualified firms must demonstrate a history of competence and experience. Firms responding to this request for proposal must have been engaged in IT services as their principal business for at least the past five (5) consecutive years and be licensed to do business in the State of Tennessee. Please provide a "Section D" narrative listing all of your relevant projects/activities for the past 5 years and attach a copy of your TN SoS (or resident state) corporate status and Federal Tax Identification Number.

References: Firms shall provide references for three similar assignments within the past five (5) years. Please provide a "Section D" narrative listing the organization, point of contact name, point of contact title, point of contact information (email and phone #), and name of each project.

Insurance: Firms shall carry a minimum of One Million Dollars ($1,000,000) professional liability insurance AND indemnify the Town, its employees and agents as additionally insured to protect the Town in case of negligent errors, acts or/and omissions arising from IT services. Please provide a "Section D" narrative indicating your ability to be insured for this project.

Please provide a "Section D" narrative for the following:

Firm Capabilities. The firm shall provide a description of its resources and limitations relative to facilities, staff personnel, on-going projects/contracts, etc.; specifically, what priority it intends to place on this project and how it intends to "staff up" if necessary, should it be chosen as the firm.

Candidate Firm Information.
List firm name, website, address, telephone number
Name of firm's primary contact person(s), email addresses, and telephone number(s)
List firm's total number of employees
List year firm was established
Tax ID#

Proposed Project Team Information
Please provide the names and experience of the personnel who would be assigned to this project if selected.

Response to The Town Of Farragut
Request for Proposal for Information Technology Services
From Claris Networks, 12.4.2015

Section D
Qualifications Narrative
Claris Networks responses below

IT Services/Firm Capabilities:
Claris Networks is the premier information technology (IT) support, cloud computing, managed services and hosted solutions provide for small to medium sized businesses in the East Tennessee Area. For seven consecutive years, Claris has been recognized as one of the top 100 Managed Service Providers in the world. In 2014, Claris was granted the position of the 39th MSP in the world. Claris employs roughly 120 people, many of who are technicians with both relevant industry certifications and dozens of years of industry experience.

Certifications: A+, Net+, Networking/Microsoft Support, MCP, MS Server Management/Configuration, CCNA, CCNP, SEC+, MCSE, MCSA, CNE, CCA, VCP, ICND, SANS GIAC GOLD, CompTIA, JNCIA, CISSP, CCIE, and others

Degrees: AAS High Performance Computing, AAS Networking and Communications Systems, AS Computer Networking, AS Information Technology, AS Networking and Communications Technologies, AS Occupational Science in IT/BS Business Administration, BS Information Security, BS Organizational Management, BS Network Security and Forensics, BS computer technology, BS Business Administration/Master Business Administration, BS Applied Science, Network Security and Forensics.

Areas of expertise include cloud computing and managed services for industries with highly sensitive and complex regulations, such as healthcare and financial services. Additionally, many of the Claris technical staff are certified VMware technicians, they maintain effective and consistent communication with VMware representatives and support. As of December 2015, over 12,000 end users across dozens of verticals accessed the Claris Networks proprietary cloud computing offering via networks utilizing virtualization. In fact, according to VMware, Claris owns and operates the one of the largest VMware virtualized network in the US.

Claris Networks brand promise is "Making IT Work." Simply, we believe business IT should work all the time. As a result, our full time, help desk technical support staff is available from 7 AM to 7 PM, Monday thru Friday, with on-call technicians available 24x7. Clients can receive help desk support via telephone, email, and via a specialized online portal.

Claris Networks Federal Tax Identification Number: 62-1766704

References:

1. Radio Systems/PetSafe. Chris Chandler, (865) 218-4047, cchandler@petsafe.net
2. Cornerstone of Recovery. Steve McGrew, (865) 898-4467, stevemcgrew@cornerstoneofrecovery.com
3. The Trust Company. Debby Ralls, (865) 673-3576, dralls@thetrust.com

Insurance:
Please see proof of insurance attached. Claris carries $1,000,000 of professional liability insurance.

Candidate Firm Information:
Claris Networks
www.clarisnetworks.com
6100 Lonas Dr, Knoxville, TN 37909
(865) 251-5555 (main)
Dave Sagraves, EVP
dsagraves@clarisnetworks.com
(865) 251-5519 (Dave, direct line)
120 employees
Established 1998
Tax ID: 62-1766704

Proposed Project Team Information:
Kyle McClain, Technical Account Manager, 865-545-5047, kmcclain@clarisnetworks.com
Chuck Spicka, Client Account Manager, 865-696-7570, cspicka@clarisnetworks.com
Chris Walker, Project Manager, 865-545-5011, cwalker@clarisnetworks.com
Dustin Stewart, Service Delivery Manager, 865-545-5050, dstewart@clarisnetworks.com

04718028

Tennessee Limited Liability Company Annual Report Form

AR Filing #: 04718028
FILED: Feb 25, 2015 7:55AM

File online at: http://TNBear.TN.gov/AR

Due on/Before:04/01/2015 Reporting Year: 2014

Annual Report Filing Fee Due:
$300 minimum plus $50 for each member over 6 to a maximum of $3000
$20 additional if changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

CC Payment Ref #: 160891152

SOS Control Number: 364765
Limited Liability Company - Domestic Date Formed: 01/25/1999 Formation Locale: TENNESSEE

(1) Name and Mailing Address:
CLARIS NETWORKS, LLC
6100 LONAS DR
KNOXVILLE, TN 37909-3233

(2) Principal Office Address:
6100 LONAS DR
KNOXVILLE, TN 37909-3233

(3) Registered Agent (RA) and Registered Office (RO) Address:
DAVID J SAGRAVES
6100 LONAS DR
KNOXVILLE, TN 37909-3233

Agent Changed: No
Agent County: KNOX COUNTY

(4) This LLC is (change if incorrect): ____Director Managed, ____Manager Managed, X Member Managed, ____Board Managed (appropriate if formed prior to 1/1/2006 only).

If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directors, or managers (or their equivalent). If governed by the pre-2006 LLC act and board managed, list board members and managers.

Name	Business Address	City, State, Zip

(5) Provide the names and business addresses, including zip codes, of any LLC Officers (if governed by the Revised LLC Act), or their equivalent.

Name	Business Address	City, State, Zip
Lawrence Bodle	6100 LONAS DRIVE	KNOXVILLE, TN 37909
David Sagraves	6100 LONAS DRIVE	KNOXVILLE, TN 37909

(6) Number of members on the date the annual report is executed: 2

____This LLC is prohibited from doing business in Tennessee (check if applicable)

(7) Signature: Electronic

(8) Date: 02/25/2015

(9) Type/Print Name Will Akers

(10) Title: Accountant

B0057-6823 02/25/2015 7:55 AM Received by Tennessee Secretary of State Tre Hargett

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

CINDY RODRIGUEZ
6100 LONAS DRIVE
KNOXVILLE, TN 37909

May 21, 2013

Request Type: Certificate of Existence/Authorization
Request #: 0097855

Issuance Date: 05/21/2013
Copies Requested: 1

Document Receipt

Receipt # : 1055195	Filing Fee:	$22.25
Payment-Credit Card - TennesseeAnytime Online Payment #: 150481196		$22.25

Regarding: **CLARIS NETWORKS, LLC**
Filing Type: Limited Liability Company - Domestic
Formation/Qualification Date: 01/25/1999
Status: Active
Duration Term: Perpetual
Business County: KNOX COUNTY

Control # : 364765
Date Formed: 01/25/1999
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

CLARIS NETWORKS, LLC

* is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;

* has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has filed the most recent corporation annual report required with this office;

* has appointed a registered agent and registered office in this State;

* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 003076215

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2015

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
William Blount & Associates Inc
9700 Westland Drive Ste 102
Knoxville TN 37922

CONTACT NAME: Jan Major
PHONE (A/C, No, Ext): (865) 588-7000 FAX (A/C, No): (865) 584-7373
E-MAIL ADDRESS: jan@williamblountinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Ins Co of	19046
INSURER B: The Travelers Indemnity Company	25658
INSURER C: Trumbull Insurance Company	27120
INSURER D: Beazley Insurance Company Inc	
INSURER E:	
INSURER F:	

INSURED
Claris Networks LLC
6100 Lonas Drive
Knoxville TN 37909

COVERAGES CERTIFICATE NUMBER: Master 4 1 2015 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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY / PRO-JECT / LOC OTHER:			680-4E398338-15-42	4/1/2015	4/1/2016	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
							Blanket Additional Insured	$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			BA-4E39930A-15-SEL	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Uninsured motorist combined	$	1,000,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $ 5000			CUP-4E399452-15-42	4/1/2015	4/1/2016	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAK3776	4/1/2015	4/1/2016	PER STATUTE / OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
D	Cyber Liability			W14A1A140201	12/28/2014	12/28/2015	$3,000,000 Aggregate Limit $1,000,000 limit Regulatory		$25,000 sir

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

gpalmer@townoffarragut.org
Town of Farragut
Gary Palmer
11408 Municipal Center Drive
Farragut, TN 37934

CANCELLATION

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

W Blount (NB)/JM

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SECTION E
EVALUATION FACTORS

The Town will evaluate the proposals based on merit and cost. It is the intent of the Town to choose the firm whose proposal provides the best value to the Town. The Town reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the Town's opinion, such rejection is in the best interests of the Town.

Evaluation Method. The E-Government Team will review each proposal. Its review and evaluation will be based on the following factors:

1. Completeness, accuracy and integrity of the submitted proposal

2. Staffing capacity and experience on similar projects, especially those involving innovation and e-government service delivery

3. Ability to provide the services unique to a municipal government organization particularly the Town of Farragut

4. Proposed fees

Oral Presentations and Interviews. Following the evaluation of the proposals, the Team ***may*** request firms make an oral presentations and/or be interviewed. If a determination is made that presentations are necessary, the presentations will take place in the Town of Farragut, at a mutually acceptable date and time.

Negotiations. The Town may begin contract negotiations with the firm whose proposal is determined to be most advantageous to the Town. If negotiations with the selected firm fail, negotiations may be initiated with additional firms until an agreement is reached. The Town reserves the right to reject all offers and end the process without executing a contract.

Agreement. If the verbal negotiation escalates to written negotiation, a draft contract for services shall be offered by the Town (See Section I) to the firm for review and acceptance or counter-offer. This RFP will become an integral part of the contract for services and added as an exhibit to the executed contract; however, should the contract terms and RFP language conflict, the terms of the contract shall prevail. Firms may not modify or substitute any elements of the draft contract without prior approval by the Town. The Town reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

Reservations. Submittal of a proposal indicates acceptance of the conditions contained in this request. The Town reserves the right to retain all proposals submitted. All proposals are public record to the extent required by the Tennessee Open Records Act.

SECTION F
ASSURANCES

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EEO Plan. The firm shall adhere to an EEO policy that does not discriminate with regard to race, color, religion, national origin, sex, sexual orientation, sexual preference, transgender status, disability or age.

The firm will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and firm-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory and that these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

a. Does the firm have an EEO policy in place?

[X] Yes [ ] No

b. If the answer to a. above is no, will the firm have such a policy in place for this project?

[ ] Yes [ ] No

Statement of Assurance. The firm herein assures the Town that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with the Americans with Disabilities Act.

Firm's Name: Clari's Networks LLC

Authorized Signature:

Title: EVP

Date: 12/4/15

SECTION G
LEGAL AND CHARACTER

Claims and Lawsuits. Is or has your firm been involved in any claims or lawsuits involving contentions that your firm provided inadequate services or products, or breached its contract to provide services or products? If so, please describe and provide the identities of the parties involved and, with respect to lawsuits, the court in which it was filed:

Dave Sagraves

Authorized Representative Signature

AGENDA NUMBER VI.C. MEETING DATE February 25, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Resolution R-2016-04, Declaring Certain Town Property to be Surplus Property

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DISCUSSION:

The following items are all in working order and have a value greater than $100. Therefore the items meet the criteria to be surplus items. The Town will be advertising the items on Govdeals.com, an online government surplus auction site.

- Splash Pad Pump Equipment

This resolution approval will allow for the removal if the items from the fixed asset list and advertise the sale of the items on the GovDeals website.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

To approve Resolution R-2016-04 , a resolution declaring certain town property to be surplus property.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

VOTE/TOTAL	LAMARCHE	MARKLI	PINCHOK	POVLIN	MCGILL
YES					
NO					
ABSTAIN					

TOWN OF FARRAGUT

RESOLUTION R-2016-04

A Resolution Declaring Certain Town Property to be Surplus Property.

WHEREAS, it has been determined that the Town has no further use of certain item(s); and

WHEREAS, the Board of Mayor and Aldermen may determine that these items are surplus property; and

WHEREAS, the value, if any, is determined for the surplus property and its disposal will be for the common benefit; and

WHEREAS, at time of sale of surplus item(s), moneys, if any, will be allocated back to the appropriate department;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, does hereby surplus the following items(s):

- Splash Pad Pump Equipment

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 25th day of February 2016.

_____

Ralph McGill, Mayor

_____

Allison Myers, Town Recorder

AGENDA NUMBER VI. D. MEETING DATE February 25, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Lori Saal, Stormwater Coordinator

SUBJECT: Stormwater Advisory Committee Charter Amendments

ATTACHMENTS: A **REDLINE** and **CLEAN** version of the Stormwater Advisory Committee's charter

INTRODUCTION: In addition to the youth member-related charter revisions that were approved by the Board of Mayor and Alderman on December 10, 2015, the Stormwater Advisory Committee would like additional revisions made to the charter that allow for flexibility in appointing technical specialists to the committee.

DISCUSSION: The Stormwater Advisory Committee has agreed that slight modifications to the charter language would allow for flexibility in appointing committee members should certain technical specialists not apply for or be available for appointment to the committee. The proposed revisions would

1. Allow for a non-P.E. certified engineer to be appointed
    a. A P.E. is still preferred, but someone working towards a P.E. (or some other circumstance) may apply
2. Allow the Board of Mayor and Alderman the option to appoint an additional non-specialist to the committee should the applicant pool for the committee not include enough specialists as outlined in the charter.

RECOMMENDATION BY: Stormwater Advisory Committee c/o Lori Saal, Stormwater Coordinator

PROPOSED MOTION: Amend the Stormwater Advisory Committee charter as proposed.

BOARD ACTION:

MOTION BY:_____ **SECONDED BY:**_____

VOTE/TOTAL	MCGILL	POVLIN	LAMARCHE	MARKLI	PINCHOK
YES					
NO					
ABSTAIN					

LIVE CLOSER • GO FURTHER

farragut

Stormwater Advisory Committee (SAC)

Charter

Background

The Town of Farragut (Town), along with all other cities in the United States with populations in the 10,000-100,000 range, is required by the U.S. Environmental Protection Agency to participate in Phase II of the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Program. In Tennessee the Phase II NPDES program is administered by the Tennessee Department of Environment and Conservation (TDEC).

The first requirement of the program was that participating municipalities submit a Notice of Intent (NOI) to comply with the provisions of a state-written general permit. That NOI, submitted to TDEC in March 2003, included a plan of action by the Town to develop and implement an ongoing program of storm water management directed at the protection and improvement of water quality of the local water resources. The program is structured to address six specific measures:

1. Public education and outreach on storm water impacts;
2. Public involvement and participation;
3. Illegal discharge detection and elimination, including outfall and storm sewer system mapping;
4. Construction site storm water runoff control;
5. Post-construction storm water management in new development and redevelopment, including the development of best management practices (BMP's) that will be used to maintain high water quality in surface runoff; and
6. Pollution prevention for municipal activities and operations, such as vehicle washing and grounds maintenance.

The Farragut Board of Mayor and Aldermen (FBMA) and Town staff believe that the implementation of the stormwater management program outlined in the NOI is best facilitated by participation of various key stakeholders. Accordingly, a Stormwater Advisory Committee (SAC) is herewith chartered by the FBMA to provide oversight for the program in cooperation with the public, Town staff, and FBMA.

Mission

The Stormwater Advisory Committee will serve as a mechanism to provide oversight in an advisory capacity of the stormwater management program as outlined in the Town's NOI. The SAC will process information, requests, and recommendations from the public and Town staff, and advise the FBMA, the Farragut Municipal Planning Commission, and staff. Furthermore, the

SAC will perform other activities as specified for SAC action in the Farragut Municipal Code, Subdivision Regulations, and other town ordinances.

Membership

The Stormwater Advisory Committee shall consist of seven (7) voting members appointed by the FBMA, and, if available for appointment, one (1) non-voting youth-member appointed by the majority vote of the committee. Voting members shall be composed of at least one (1) member that is a specialist in hydrology/water quality or aquatic ecology/water quality, at least one (1) member that is a civil or environmental engineer (preferably with a P.E. certification), at least one (1) member that is a practicing landscape architect, nursery professional, horticulturalist, or forester, one (1) member that is a member of the Farragut Municipal Planning Commission, and the remaining members from the public at large. (If applications for voting membership to the committee do not include these specific specialists, other individuals may be appointed at the discretion of the FBMA, preferably individuals with interest, knowledge, and expertise in stormwater management, environmental issues, or science.)

Voting members are appointed to a two-year term and may be re-appointed. Terms shall be staggered. In case of resignation, death, or removal from office, another appointment shall be made to finish out the unexpired term of office of the former member. Members of the committee may be removed for cause by the Board of Mayor and Aldermen at any time. The non-voting youth member's term may be for one calendar year or less depending on the youth member's availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

Attendance at scheduled meetings is a requirement for committee membership. Unexcused absence from three meetings in any one year may be cause for removal from the committee by the Board of Mayor and Aldermen. Illness, job requirements, and military duty shall be considered excused absences.

The SAC will determine meeting protocol, elect a chair, vice chair and a secretary, and maintain meeting minutes. Meetings of the committee will be public meetings consistent with Town practices and Tennessee Law. The public will be invited to provide input as the stormwater management program evolves. The Town Engineer and the Town Community Development Director will participate in the SAC meetings as advisors.

The SAC shall provide the FBMA a written report at the Board's first meeting in May of each year or as soon thereafter as possible. The report shall: (1) summarize activities of the committee during the preceding twelve months, (2) describe the Town's program in addressing the six specific measures (see above), (3) evaluate the effectiveness of the SAC in addressing its mission (see above), (4) recommend further actions regarding the Town's NOI, and (5) recommend an action plan for the SAC for the next fiscal year for approval of the Board.

This charter was approved by the Farragut Board of Mayor and Aldermen on February 25, 2016.

LIVE CLOSER • GO FURTHER

farragut

Stormwater Advisory Committee (SAC)

Charter

Background

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This charter was approved by the Farragut Board of Mayor and Aldermen on ~~December 10, 2015~~February 25, 2016.

AGENDA NUMBER VI. E. MEETING DATE February 25, 2016

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Memorandum of Understanding between TDOT and Town of Farragut for Maintenance of Traffic Signal – Kingston Pike at Virtue Road

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INTRODUCTION: The purpose of this item is the approval of an agreement between TDOT and the Town of Farragut for maintenance and operation of traffic signal equipment at the intersection of Kingston Pike at Virtue Road.

BACKGROUND: In August 2015, the Board awarded a contract to Cannon & Cannon, Inc. for design of a signal at the intersection of Kingston Pike at Virtue Road. Those plans have been submitted to TDOT, along with a formal request for permission to install the equipment. TDOT has agreed to allow the installation of the equipment, provided the Town agrees to maintain the equipment (at the Town's expense), as long as the intersection continues to meet warrants outlined in the Manual on Uniform Traffic Control Devices (MUTCD). This agreement (or a similar agreement) is a requirement of all municipalities with signalized intersections on state routes.

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of Memorandum of Understanding between TDOT and the Town of Farragut for maintenance of traffic signal at the intersection of Kingston Pike at Virtue Road.

BOARD ACTION:

MOTION BY:_____ **SECONDED BY:**_____

VOTE/TOTAL	MCGILL	LAMARCHE	POVLIN	MARKLI	PINCHOK
YES					
NO					
ABSTAIN					

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
TRAFFIC ENGINEERING OFFICE
SUITE 400, JAMES K. POLK BUILDING
NASHVILLE, TENNESSEE 37243-0333

RECEIVED
FEB 15 2016
TOWN OF FARRAGUT

February 9, 2016

Darryl W. Smith, P.E.
City Engineer, Town of Farragut
11408 Municipal Center Dr.
Farragut, TN 37934

Dear Mr. Smith:

RE: Signal Request
SR 1 @ Virtue Road
Town of Farragut

Enclosed are two (2) copies of an unexecuted memorandum, which would concur with the installation of a traffic signal. This signal shall not be installed until any appropriate improvements are completed as presented in the reports. All appropriate access and driveway permits shall be obtained before construction.

Please have the appropriate officials sign the two (2) copies of the contract and return them to this office to be further processed. A fully-executed copy of the contract will then be returned to you for your records.

As you are aware, the City would be responsible for the installation, maintenance, and energy bills for this traffic control device. It is also necessary that all traffic control devices installed on the State's highway system conform to the Manual on Uniform Traffic Control Devices.

If we can be of further assistance, please advise.

Sincerely,

Jason Oldham, P.E.
Traffic Engineering Office
Maintenance Division

JO:sc

cc: Nathan Vatter
File

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TENNESSEE DEPARTMENT OF TRANSPORTATION
AND THE TOWN OF FARRAGUT

This memorandum of understanding, made and entered into on this _____ day of _____ , 2016, by and between the Department of Transportation of the State of Tennessee, hereinafter called "DEPARTMENT" and the Town of Farragut, hereinafter called "CITY".

WHEREAS, the CITY desires to purchase, install, operate, and maintain the hereinafter described highway traffic control device on a city street designated as a state highway within its jurisdiction; and

WHEREAS, the DEPARTMENT and the CITY share an interest in traffic flow and safety on city streets and state highways, as they may be affected by the installation of a highway traffic control device; and

WHEREAS, T.C.A., Section 54-5-108 (b), requires that all highway traffic control devices on any public street or highway in Tennessee conform with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the DEPARTMENT; and

WHEREAS, T.C.A. Section 4-3-2303(10), authorizes the DEPARTMENT to provide technical assistance to other public agencies; and

WHEREAS, the CITY requests that the DEPARTMENT review the proposed traffic control device for conformity with the MUTCD;

NOW, THEREFORE, in consideration of these premises, the parties set forth the following understandings:

1. It is understood that the DEPARTMENT, in the exercise of its engineering judgment, concurs with the CITY that the installation of the following type of highway traffic control device at the following location is warranted under the MUTCD:

LOCATION	TYPE
SR 1 (Kingston Pike) at Virtue Road	**Multiphase Traffic Signal**

2. It is understood that the CITY shall purchase and install said device, *or authorize a contractor and/or developer to purchase and/or install said device,* and thereafter the CITY shall operate, maintain, and guarantee that it, or some other governmental entity, will pay for electricity to the same, all without expense to the DEPARTMENT.

3. It is further understood by the CITY that should roadway or traffic conditions change such that said device is no longer justified under the provisions of the MUTCD, the CITY shall remove the same at no expense to the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have caused their duly-authorized officials to execute this Memorandum of Understanding on the date written.

TOWN OF FARRAGUT

_____
Name

_____
Title

TENNESSEE DEPARTMENT OF TRANSPORTATION

_____
John Schroer
Commissioner

APPROVED AS TO FORM AND LEGALITY:

_____
Town Attorney

_____
John H. Reinbold
General Counsel

File No.
Revised February 9, 2016

Kingston Pike at Virtue Road

Knoxville - Knox County - KUB Geographic Information System

Printed: 8/5/2015 at 5:34:32 PM

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