Farragut Board of Mayor & Aldermen Meeting
Thursday, July 24, 2025 at **6:00 PM**

Farragut Town Hall
11408 Municipal Center Drive

AGENDA

I. Roll Call, Silent Prayer, Pledge of Allegiance

II. Approval of Agenda

III. Approval of Minutes

  A. July 10, 2025

IV. Mayor's Report

  A. Committee Reports

    1. Arts & Beautification Committee Report

    2. Board of Zoning Appeals Committee Report

    3. Tree Board Committee Report

    4. Stormwater Advisory Committee Report

    5. Visual Resources Review Board Report

  B. Proclamation

    1. Parks & Reacreation Proclamation

    2. Communications & Public Relations Proclamation

V. Ordinances & Resolutions

  A. Ordinances

    1. Second Reading & Public Notice

a. Ordinance 25-12, an Ordinance on Second Reading and Public Hearing, of the Town of Farragut, Tennessee amending the Fiscal Year 2025-2026 ARPA Fund Budget, Passed By Ordinance 25-10

B. Resolutions

1. Approval of Resolution R-2025-17, a resolution to update the Occupational Safety and Health Program Plan for the Town of Farragut

VI. Business Items

A. Approval of purchase of Ventrac Compact Tractor 4520P with accessories from Sourcewell Co-op Contract number 112624-TTC

B. Approval of purchase of three mowing units from Athens Lawn & Tractor through BuyBoard Contract 703-23

C. Approval of Contracts with GovSense for Enterprise Resource Planning (ERP) software

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

The Board of Mayor and Aldermen welcomes and invites Farragut residents to participate in public meetings.

Public Participation Guidelines for Farragut Board of Mayor and Aldermen meetings

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given three (3) minutes to speak on his/her topic.

The Board also seeks public comment on regular agenda items during the portion of the meeting devoted to discussion and consideration of the specific agenda item.

The Mayor may recognize individuals for public comment during both the regular agenda and Citizen Forum portions of the meeting based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn it in to the Town Recorder or a staff

member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to three (3) minutes per individual. Time for public comment may be amended at the discretion of the Mayor; provided that when additional time is allowed, speakers with differing points of view are allowed the same amount of time if requested. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; different considerations than expressed by previous speakers on a subject are encouraged;
6. Comments that threaten violence or imminent physical harm toward any individual will not be tolerated.
7. Comments may support or oppose issues or measures;
8. Personal attacks on the character of individuals who hold different points of view that have no relationship to the merits of the matter or issue raised for discussion will not be tolerated.
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The three (3) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

Tennessee Code Annotated 39-17-306. Disrupting meetings or processions.

1. A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

2. A violation of this section is a Class A misdemeanor.

Town of Farragut, Tennessee
Farragut Board of Mayor & Aldermen Meeting

Farragut Town Hall
11408 Municipal Center Drive
Thursday, July 10, 2025 at 6:00 PM

MINUTES

I. Roll Call, Silent Prayer, Pledge of Allegiance

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; in addition to staff and members of the press.

II. Approval of Agenda

Motion was made to approve the agenda with the addition of an executive session during the Attorney's Report. Moved by Alderman Cain, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain and White; no nays; motion passed.

III. Approval of Minutes

A. June 26, 2025 Minutes

Motion was made to approve the minutes of June 26, 2025 as presented. Moved by Vice-Mayor Meyer, seconded by Alderman White; voting yes, Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain and White; no nays; motion passed.

IV. Mayor's Report

Mayor Williams thanked the staff and all participants for an amazing 4th of July Parade. Alderman White announced that the Pure Magic car wash at Dixie Lee Junction was giving free car washes.

V. Ordinances & Resolutions

A. Ordinance

1. First Reading

a. Ordinance 25-12, an Ordinance of the Town of Farragut, Tennessee amending the Fiscal Year 2025-2026 ARPA Fund Budget, Passed By Ordinance 25-10

Motion was made to approve Ordinance 25-12 on first reading. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; Roll Call Vote: Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; no nays; motion passed.

B. Resolutions

1. Resolution R-2025-11, resolution authorizing the use of comparative sealed proposals for the procurement of goods and services for certain projects

Motion was made to approve Resolution R-2025-11. Moved by Vice-Mayor Meyer, seconded by Alderman White; Roll Call Vote: Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; no nays; motion passed.

2. Approval of Resolution R-2025-14, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Property Conservation Matching Grant Program

Motion was made to approve Resolution R-2025-14. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; Roll Call Vote: Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; no nays; motion passed.

3. Approval of Resolution R-2025-15, a resolution authorizing the Town of Farragut to participate in the Public Entity Partners Judy Housley Safety Matching Grant Program

Motion was made to approve Resolution R-2025-15. Moved by Vice-Mayor Meyer, seconded by Alderman Burnette; Roll Call Vote: Alderman Burnette, yes; Alderman Cain, yes; Alderman White, yes; Vice-Mayor Meyer, yes; Mayor Williams, yes; no nays; motion passed.

VI. Business Items

A. Approval of Contract 2026-02, On-Call Pavement Marking

Motion to approve bids and award Contract 2026-02 to Volunteer Highway Supply Company, Inc. Moved by Alderman Burnette, seconded by Alderman White; voting yes; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

B. Approval of Contract 2026-03, On-Call Guardrail Maintenance

Motion to approve bids and award Contract 2026-03 to Roadway Solutions, LLC. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

C. Approval of Contract 2026-06, Visual Stream Assessment

Motion to approve professional services agreement with Civil & Environmental Consultants for visual stream assessments in the amount of $38,900. Moved by Vice-Mayor Meyer, seconded by Alderman Cain; voting yes; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

D. Approval of Amendment to the Professional Services Agreement with Ross/Fowler, PC for Construction Services for McFee Park Phase 4

Motion to approve an amendment to the professional services agreement with Ross/Fowler, PC for McFee Park Phase 4, for additional construction services at the 2025 hourly rates. Moved by Alderman Burnette, seconded by Vice-Mayor Meyer; voting yes; Mayor Williams, Vice-Mayor Meyer, Aldermen Burnette, Cain, and White; no nays; motion passed.

VII. Citizens Forum

VIII. Town Administrator's Report

IX. Town Attorney's Report

The board adjourned at 6:24 PM for an executive session.
The board reconvened at 7:27 PM.
Tom Hale, Town Attorney, reported that he reported to the board concerning legal matters. There was no discussion or deliberation.
Mr. Hale also reported that the town has received a decision from the 6th Circuit Court of Appeals granting the motion to dismiss the appeal, which will allow the town to proceed with the lawsuit case in Chancery Court.

The meeting adjourned at 6:28 PM.

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Ron Williams, Mayor

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Allison Myers, Town Recorder

Board of Zoning Appeals Report Information

2024-2025 Fiscal Year (July 2024 thru June 2025)

Board of Zoning Appeals Major Roles and Responsibilities:

- Required by State since the Town has adopted a Zoning Ordinance
- Hear appeals related to alleged errors made by an administrative official in carrying out any provision of the Zoning Ordinance
- Hear requests for Zoning Map interpretations
- Hear requests for variances associated with provisions in the Zoning Ordinance, Sign Ordinance, and Sinkhole Ordinance
- Hear requests for Special Exceptions, where provided for in the Zoning Ordinance

Meetings

The Board of Zoning Appeals includes five members that are citizens of the Town. The meetings are conducted as needed. There were no meetings during the past fiscal year.

Goals for Coming Year

- Maintain training required by State

Tree Board Report Information

2024-2025 Fiscal Year (July 2024 thru June 2025)

Tree Board Major Roles and Responsibilities:

- Assist Town staff in administering the Public Tree Care Ordinance
- Assist with Arbor Day recognition
- Coordinate projects and recognize entities that have contributed to tree related improvements in the Town
- Assist in updating tree lists or ordinance amendments that may affect trees on public properties

Meetings

The Tree Board meetings are as needed. Typically, a meeting is scheduled once per quarter. The Tree Board has seven members including staff representatives from engineering, public works, parks and recreation and planning. The remaining members are a utility representative, a member from either the Board of Mayor and Aldermen or the Planning Commission, and a member at large with a background in tree care who is a citizen of the Town.

The Tree Board held three (3) regular meetings during the last fiscal year. The meetings were in July, December and February.

Agenda Items

During the past year the Tree Board reviewed the following:

July meeting

- Discussed participating in Tennessee Tree Day
- Discussed the development of a "Trees Along McFee" idea
- Reviewed public properties for tree planting in the late fall
- Discussed Tennessee's Forest Action Plan

December meeting

- Discussed status of Tennessee Tree Day
- Reviewed the locations selected for tree planting on public properties
- Discussed the 2025 Arbor Day Celebration
- Discussed the Tree City renewal application

February meeting

- Discussed the 2025 Arbor Day Celebration activities
- Discussed final plans for Tennessee Tree Day

Accomplishments during the previous fiscal year

- Town of Farragut was awarded a Tree City USA designation renewal

- In early March the winning essays on the benefits of trees from each of the third-grade classrooms at the Farragut Intermediate School were displayed in a unique tree frame at the front desk of the Community Center – this received a lot of favorable comments
- On March 12, the Town participated with the Farragut Intermediate School for a presentation of essay awards for each of the different third-grade classrooms and there was a presentation made by Ashley Kite-Rowland with the State Division of Forestry on the benefits of trees. The gym at the Farragut Intermediate School was full of school children, and they had a great time listening to the presentation and asking questions related to trees
- The Town participated in Tennessee Tree Day on March 27-28 and distributed 420 trees with the help of the Parks and Recreation team

Goals for Coming Year

- Plan and participate in the Tennessee Tree Day Program
- Create a tree planting list on public properties
- Develop a plan for the 2026 Arbor Day Celebration. This may involve another partnership with the Knox County Schools
- Develop a work trip schedule jointly with the Stormwater Committee to organize volunteers to remove invasive plants from selected public properties
- Help with developing some videos related to tree care and trees on public properties

VRRB Activities Report Information, 2024-2025 Fiscal Year (July 2024 through June 2025)

<u>VRRB Major Roles and Responsibilities</u>:

- Review and approval of ground sign applications,
- Review and approval of required landscape plans,
- Provide input and advice regarding wall sign applications when requested by Town staff,
- Provide input on proposed amendments to related regulations including the Sign Ordinance and Landscape Requirements,
- Provide input on other public space aesthetic issues when requested.

<u>Meetings</u>

The Board includes seven (7) voting members, one (1) non-voting youth representative, and it meets on the fourth (4^{th}) Tuesday of each month at 6:00 p.m.

The Board held eight (8) regular meetings during the fiscal year. The regular July meeting was cancelled for lack of business; the November meeting was cancelled due to conflicts with the Thanksgiving Holiday; the March meeting could not be held for lack of a quorum; and the June meeting was cancelled due to a water-main break that affected Town Hall.

<u>Agenda Items</u>
During the past year the Board reviewed and participated in decisions involving the following:

Ground Sign Applications

New, Reconstructed, or Refaced Monument Signs....................................... 8

Individual Tenant Panels on Multi-Tenant Signs 7

Subdivision Entrance Signs 1

Menu Boards and Associated Facilities 1

Interior Accessory Signs (directory/directional).. 1

Total Ground Signs Reviewed... 18

Landscape Plan Applications

Required Landscape Plans Reviewed* 10**

* Required landscape plans involve new development sites or major plan changes for existing sites.

** Some applications and plans involved larger multi-tenant/site developments (E.g. Biddle Farms commercial and multifamily phases).

Other Activities

- The Board discussed the issue of signs on public rights-of-way and the Town's enforcement practices. The discussion, and subsequent work with the Town Attorney, resulted in a proposed amendment to the Town's Sign Ordinance to better address the issue. This amendment is currently under review by the Planning Commission and Visual Resources Review Board and is likely to be referred on to the Board of Mayor and Aldermen for possible adoption.

Goals for the Coming Year

- Maintain regular meeting schedule, review all applicable applications, and provide input to Town staff and officials where appropriate and/or requested.
- Provide input and review any proposed amendments to the Town's Sign or Landscaping Regulations.
- Conduct a clean-up along the Board's adopted section of North Fork Turkey Creek.

Town of Farragut

P R O C L A M A T I O N

Parks and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Town of Farragut; and

WHEREAS parks and recreation programs promote time spent in nature, which positively impacts mental health and wellness by increasing cognitive performance and well-being and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation programs build healthy, active communities and encourage physical activities by providing space for popular sports, walking trails, and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of Farragut recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED, The Board of Mayor & Aldermen of the Town of Farragut, Tennessee do hereby designate July 2025 as

Parks and Recreation Month

And urge citizens to explore and enjoy the parks and recreation programs of the Town of Farragut.

Signed this 24th Day of July 2025

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Ron Williams, Mayor

Town of Farragut
P R O C L A M A T I O N
Public Relations Day

Whereas, Public Relations professionals play a crucial role in fostering communication, understanding, and transparency between organizations and the public they serve;

Whereas, Public Relations Recognition Day serves to honor and celebrate the dedication, creativity, and professionalism of those working in the field of Public Relations;

Whereas, on this day, we acknowledge the contributions of Public Relations professionals in shaping public perception, promoting goodwill, and advancing meaningful dialogue within our communities;

NOW THEREFORE, BE IT RESOLVED, The Board of Mayor & Aldermen of the Town of Farragut, Tennessee do hereby proclaim July 25, 2025, as

Public Relations Recognition Day

And call upon all citizens to recognize and appreciate the vital contributions of Public Relations professionals in enhancing our understanding and engagement with the world around us.

Signed this 24th Day of July 2025

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Ron Williams, Mayor

Agenda Number: **V.A.1.a.** **Meeting Date:** **July 24, 2025**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Allison Myers, Finance Director/Town Recorder

Subject: Ordinance 25-12, an Ordinance on Second Reading and Public Hearing, of the Town of Farragut, Tennessee amending the Fiscal Year 2025-2026 ARPA Fund Budget, Passed By Ordinance 25-10

Introduction & Background: The purpose of this agenda item is to approve Ordinance 25-12 to amend the ARPA Fund project Stormwater Parking Facilities, also known as McFee Park Phase 4 on second and final reading.

Discussion & Recommendations: A budget amendment in the amount of $5,000 is requested for the McFee Park Phase 4 project to cover additional engineering services by Ross/Fowler due to site visits and progress meetings beyond the original scope.

Additionally, a budget amendment is needed to transfer $878,162 in project funding for McFee Park Phase 4 from Fiscal Year 2025 to Fiscal Year 2026, as the expenditure was originally budgeted in FY25 but will occur in FY26.

Financial Section

Account Number: 316-41830-9311

FY26 Budget	Requested Budget Amendment	Amended FY26 Budget
$1,213,764	$883,162	$2,096,926

Approved By: A. Myers

Recommended By: Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: To approve Ordinance 25-12 on second and final reading.

ORDINANCE	25-12
PREPARED BY	Myers
1ST READING	July 10, 2025
2ND READING	July 24, 2025
PUBLISHED IN	Farragut Press
DATE	

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE AMENDING THE FISCAL YEAR 2025-2026 ARPA FUND BUDGET, PASSED BY ORDINANCE 25-10

WHEREAS, the Town of Farragut adopted the fiscal year 2025-26 budget by passage of Ordinance Number 25-10 on June 26, 2025; and

WHEREAS, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, expenses will be greater than budgeted in the ARPA Fund budget; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 25-10 is hereby amended by:

The **ARPA Fund Budget** will be amended by increasing the expenditure from $1,213,764 to $2,096,926, an increase of $883,162.

$5,000 will be allocated from the fund balance, and $878,162 in project funding will be reallocated from Fiscal Year 2025 to Fiscal Year 2026.

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

Ron Williams, Mayor

Allison Myers, Town Recorder

Agenda Number: V.B.1. **Meeting Date:** July 24, 2025

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Michelle Pence, Human Resources Director

Subject: Approval of Resolution R-2025-17, a resolution to update the Occupational Safety and Health Program Plan for the Town of Farragut

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Introduction & Background:

The purpose of this agenda item is to consider approval of an updated Occupational Safety and Health Program Plan.

The Town of Farragut places the highest priority on the health, safety, and well-being of its employees and community members. Our Occupational Safety and Health Program Plan is not just a requirement but a fundamental commitment to safeguarding everyone who interacts with our municipal operations.

The Town complies with Public Chapter 561, enacted by the Tennessee General Assembly in 1972, which mandates the creation and maintenance of an Occupational Health and Safety Program Plan for municipalities. This compliance is a key element of our effort to ensure a safe working environment for all employees while upholding state laws governing workplace health and safety standards.

Our comprehensive plan addresses a wide range of occupational hazards, from routine tasks to emergency scenarios, reflecting our proactive approach to risk management. The plan is designed to be reviewed and updated every seven years to ensure its continued relevance and effectiveness. The most recent update was completed in 2018, ensuring that our policies and procedures align with both current best practices and the latest regulatory requirements.

At its core, the Occupational Safety and Health Program Plan aims to:

- **Protect Employees:** By identifying and mitigating workplace hazards through regular assessments and safety protocols.

- **Promote Wellness:** Through proactive health initiatives and ergonomic evaluations to enhance employee well-being.
- **Ensure Compliance:** With all relevant occupational health and safety regulations, including Public Chapter 561, to maintain a safe working environment.
- **Enhance Organizational Resilience:** By fostering a culture of safety and continuous improvement that empowers employees to contribute to our community's success.

This report highlights our ongoing commitment to refining and optimizing our occupational health and safety practices. By adhering to these standards, we not only meet legal requirements but also uphold our responsibility to our dedicated workforce and the community we serve.

Discussion & Recommendations: The revised document reflects the changes made by the Tennessee Occupational Health and Safety Administration (TOSHA) since the last revision. TOSHA mirrors changes in the federal Occupational Health and Safety Administration (OSHA). OSHA has updated their required forms and notification times since the current program document was last approved.

Recommended By: Michelle Pence, Human Resources Director for approval.

Proposed Motion: Approval of Resolution R-2025-17, a resolution to update the Occupational Safety and Health Program Plan for the Town of Farragut.

RESOLUTION NUMBER R-2025-17
RESOLUTION TO UPDATE THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN FOR THE TOWN OF FARARGUT

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the Town of Farragut, Tennessee hereby updates the Occupational Safety and Health Program Plan for its employees; and

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN OF THE TOWN OF FARRAGUT, TENNESSE, AS FOLLOWS:

SECTION 1. BE IT ORDAINED BY THE Town of Farragut Board of Mayor and Aldermen, that there be and is hereby amended as follows:

TITLE:
This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of the Town of Farragut.

PURPOSE:
The Town, in electing to update the established Program Plan, will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

1. Provide a safe and healthy place and condition of employment that includes:
   a) Top Management Commitment and Employee Involvement;
   b) Continually analyze the worksite to identify all hazards and potential hazards;
   c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
   d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
2. Acquire, maintain, and require the use of safety equipment, personal protective equipment, and devices that are reasonably necessary to protect employees.
3. Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or people within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

4. Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
5. Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
6. Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.
7. Provide for the education and training of personnel for the fair and efficient administration of occupational safety and health standards and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of the Town of Farragut shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the Town are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such a temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, the Human Resources Director is designated as thc Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development

Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:
Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the Board of Mayor and Aldermen.

SECTION 2. BE IT FURTHER ORDAINED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3. BE IT FURTHER ORDAINED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the Town requires it.

This Resolution is duly adopted by the Board of Mayor and Alderman of the Town of Farragut on this 24th day of July 2025.

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Ron Williams, Mayor

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Allison Myers, Town Recorder

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN FOR THE EMPLOYEES OF THE TOWN OF FARRAGUT

I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the Town of Farragut.

This plan is applicable to all employees, part-time or full-time, seasonal or year-round.

The Town of Farragut in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees will,

a. Provide a safe and healthful place and condition of employment.
b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

a. COMMISSIONER OF LABOR and Workforce Development means the Chief Executive Officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.

b. EMPLOYER means the Town of Farragut and includes each ~~administrative~~ department, board, commission, division, or other agency of the Town.
c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR means the person designated by the establishing resolution to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the Town of Farragut.
d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from a specific department, board, commission, division, or other agency of this employer.
f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, or seasonal. It also includes any person normally classified as volunteers provided such people receive remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of people.
h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:

   1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
   2. A part of an internal body system would be inhibited in its normal performance or function to

such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.

m. GOVERNING BODY means the Town of Farragut Board of Mayor and Aldermen.

n. CHIEF EXECTIVE OFFICER means the ~~chief administrative official~~, Mayor, Town Administrator, ~~General Manager,~~ etc., as may be applicable.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
f. Employer is entitled to protection of its legally privileged communication.
g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.

b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.

c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.

d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.

e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels more than that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.

f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.

g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.

h. No employee shall be discharged or discriminated against because such an employee has filed any complaint or institute or cause to be instituted in any proceeding or inspection under or relating to this Program Plan.

i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such an employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of health or safety or others or when a medical examination may be reasonably required for performance of a specific job.

k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours of the occurrence.

V. ADMINISTRATION

The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.

1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
9. The Safety Director shall, in the eventuality that there is a fatality, in-patient hospitalization, amputation, or loss of an eye, in accordance with TOSHA Rule 0800-01-03-.05 and 29 CFR 1904.39 ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours.

b. The administrative or operational head of each department, division, board, or other agency of this employer should be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.

1. The administrative or operational head shall follow the directions of the Safety Director on all

issues involving occupational safety and the health of employees as set forth in this plan.

2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
3. The administrative or operational head should conduct periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance because of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

a. The application for a variance shall be prepared in writing and shall contain:

   1. A specification of the standard or portion thereof from which the variance is sought.
   2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
   3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
   4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
   5. A certification that the employer has informed employees, their authorized representative(s),

and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.

b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:

   1. The employer
      i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
      ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
      iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.

   2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.

d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such an application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such an application. No such interim order may be effective for longer than one hundred eighty (180) days.
f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accidents, injuries, and illnesses shall follow 29 CFR 1904 and TOSHA Rule 0800-01-03, including use of OSHA Forms 300, 300A, and 301. Applicable incidents must be reported electronically via OSHA's Injury Tracking Application (ITA). You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and click on Recordkeeping Forms located on the home page.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

a. The complaint should be in the form of a letter and give details on the conditions and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).

b. Upon receipt of the letter of complaint, the Safety Director will evaluate the conditions and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether the complaint is deemed to be valid and if not, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.

c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Town Administrator or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.

d. The Town Administrator or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.

e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Town Administrator or the representative of the governing body.

f. Copies of all complaints and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.

2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

   a. All Employees (including supervisory personnel):
   All employees shall also receive training on applicable OSHA standards, including Bloodborne Pathogens (29 CFR 1910.1030), Hazard Communication (29 CFR 1910.1200), and PPE use and Respiratory Protection, where applicable. Annual refresher training must be provided.

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees' work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.

5. Instruct employees on the hazards and dangers of confined or enclosed spaces.

   i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
   ii. Employees will be given general instruction on the hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
   iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will ensure the welfare of employees. To be aware of hazards, periodic inspections must be carried out. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthy worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

a. To carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
   1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such an establishment, facility, or worksite is under the jurisdiction of the employer.
   2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and privately, and question privately any supervisor, operator, agent, or employee working therein.

b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.

c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.

d. The right of accompaniment may be denied by any person whose conduct interferes with a full and orderly inspection.

e. The conduct of the inspection should be such as to preclude unreasonable disruptions of the operation(s) of the workplace.

f. Interviews of employees during the course of the inspection may be conducted when such interviews are considered essential to investigative techniques.

g. Advance Notice of Inspections.

1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create a misleading impression of conditions in an establishment.
2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.

h. The Safety Director need not personally inspect every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:

1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
2. Records are made of the inspections, any discrepancies found, and corrective actions taken. This information is forwarded to the Safety Director.

i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:

1. The Safety Director shall immediately be informed of the alleged imminent danger situation, and he shall immediately ascertain whether there is a reasonable basis for the allegation.
2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
3. As soon as it is concluded from such inspection that conditions or practices exist which constitute an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location should be informed of the danger and the supervisor or person in charge of the worksite should be requested to remove employees from the area, if deemed necessary.
4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the way the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
5. The imminent danger shall be deemed abated if:

   i. The imminence of danger has been eliminated by the removal of employees from the area of danger.
   ii. Conditions or practices which resulted in imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.

6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.

b. Refusal to Abate.

1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Town Administrator immediately.
2. The Safety Director and/or Town Administrator shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

a. Whenever, because of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:

   1. Issue an abatement order to the head of the worksite.
   2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.

b. Abatement orders shall contain the following information:

   1. The standard, rule, or regulation which was found to be violated.
   2. A description of the nature and location of the violation.
   3. A description of what is required to abate or correct the violation.
   4. A reasonable period of time during which the violation must be abated or corrected.

c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such a hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes, to be violated, any safety and health standards, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by acting in one of the following ways as appropriate and warranted:

   1. Oral reprimand.
   2. Written reprimand.
   3. Suspension for three (3) or more working days.
   4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the resolution enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972, T.C.A. § 50-3-409 and 29 CFR 1904.35(b), as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/ Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employees have a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30-day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statue, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

Town Hall - ~~32~~ 35 employees
11408 Municipal Center Dr.
Farragut, TN 37934
865-966-7057

Public Works Building - ~~19~~ 22 employees
727 Fretz Road
Farragut, TN 37934
865-966-7057

Community Center – 36 Employees
239 Jamestowne Blvd
Farragut, TN 37934
865-966-7057

TOTAL NUMBER OF All CATEGORIES OF EMPLOYEES : ~~51~~ 93

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF THE TOWN OF FARRAGUT

For questions or complaints, contact TOSHA at 1-800-249-8510 or visit https://www.tn.gov/workforce.

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthy working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director/Human Resources Director.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the Town Administrator for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the Town of Farragut is available for inspection by any employee at 11408 Municipal Center Dr. during regular office hours.

Signature: Ron Williams, Mayor/Town of Farragut ____________ Date ____________

APPENDIX - III PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that the Town of Farragut has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed, all reports submitted in writing to the Safety Director/Human Resources Director who is responsible for recordkeeping shall include the following information as a minimum:

1. An accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and regular job title of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If an employee was hospitalized, name and address of hospital.
11. Date of report.

The Town of Farragut *Accident Reporting Forms* are attached to meet these criteria. They are to be used consistently and are found on the public drive.

farragut TENNESSEE

EMPLOYEE'S INJURY REPORT

NOTE TO EMPLOYEE: URGENT – This form must be completed in full and presented to the Human Resources Department *within 24 hours* of suspected accident or illness due to working conditions. Complete each question in full, as an OSHA required report must be completed immediately by the Human Resources Department.

Current Date: ______________________

Employee's Name: ______________________________ SS#_______________

Address: _______________________________City_________________

Date of Birth: _________________________ Age: __________

Marital Status: Single ☐ Divorced ☐ Married ☐ Separated ☐

Date of Injury: ________________________ Time of Injury: ______ AM ☐ PM ☐

Body Part that was Injured: Be sure to include Left or Right.

____

Was First Aid administered? Y N If so, by whom? ________________________

Department: ______________________ Supervisor: ____________________

Job Title: ________________________ How long on this job? ___________

Employment status: DOH ________ Full-time ☐ Seasonal ☐ Regular Part-time ☐

What were you doing when injured? (Be specific)

____

____

____

List tools, equipment, or materials being handled when you were injured and tell what you were doing with the tools:

____

Are there any witnesses? (List full names) ___________________________________

Employee Signature_________________________________ **Date**_____________

Complete if employee is seeking medical treatment:

I CERTIFY THAT THE ABOVE STATEMENTS AND ANSWERS ARE TRUE AND ACCURATE.

______ **I hereby authorize the release of my medical records to the Town of Farragut.**

______ **I am aware and consent to a drug/alcohol test per the Town of Farragut's policy on Worker Compensation injuries. I also consent to the release of results of such testing to the Town of Farragut.**

Return form to Human Resources

farragut

WITNESS REPORT

Current Date: ____________________

Employee's Name: ____ Department: ________________________

Job Title: ____ How long on job? ________________________

Name of Injured Employee: _________________________________ Department: ________________________

Date of Injury: ______________________ Time of Injury: ___________________ AM PM

Location where injury occurred: ____

Describe the injury and how it happened, as observed by you.

____

____

____

____

____

____

____

____

Witness Signature____ **Date**_________________

Return form to Human Resources

farragut TENNESSEE

SUPERVISOR INCIDENT REPORT

NOTE TO SUPERVISOR: URGENT – This form must be completed in full and presented to the Human Resources Department *within 24 hours* of suspected accident or illness due to working conditions. Complete each question in full, as an OSHA required report must be completed immediately by the Human Resources Department.

Current Date: ____________________

Employee's Name: ___________________________

Date of Injury: ______________________ Time of Injury: ______ AM ☐ PM ☐

Why did the incident happen? ***Check all that apply.***

Unsafe Work Conditions:	Unsafe Acts by People:
☐ Unguarded Hazard	☐ Operating without permission
☐ Safety Device is defective	☐ Operating at unsafe speed
☐ Tool or Equipment is defective	☐ Making a safety device inoperative
☐ Unsafe Lighting	☐ Using defective equipment
☐ Unsafe ventilation	☐ Using equipment in an unapproved way
☐ Lack of PPE	☐ Unsafe Lifting
☐ Lack of appropriate tools/equipment	☐ Unsafe position or posture
☐ Unsafe Clothing	☐ Distraction, teasing, horseplay
☐ No training/insufficient training	☐ Failure to wear PPE
☐ Other:	☐ Failure to use available equipment/tools
_______________________	☐ Other: ____________________

Why did unsafe conditions exist? (If applicable)

____

____

Why did the unsafe acts occur? (If applicable)

____

____

Were unsafe acts or conditions reported prior to the incident? o Y N o

Have there been similar incidents or near mises prior to this one? o Y N o

How can future incidents be prevented?

____

____

____

Supervisor Signature_______________________________ **Date**______________

Return form to Human Resources

Agenda Number: VI.A. **Meeting Date: July 24, 2025**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Will Wiley, Public Works Director
Ronald Oestreich, Parks & Recreation Director

Subject: Approval of purchase of Ventrac Compact Tractor 4520P with accessories from Sourcewell Co-op Contract number 112624-TTC

Introduction & Background:

The purpose of this agenda item is to approve the purchase of a Ventrac 4520P Compact Tractor for the Parks & Recreation Department.

Discussion & Recommendations:

Staff utilized the Sourcewell cooperative purchasing program to obtain pricing for a replacement unit for the Parks Maintenance Division's 2008 Jacobsen mower (Fleet #24), which is listed on the equipment replacement schedule with a budgeted purchase amount of $41,000. Sourcewell is an approved procurement method that uses pre-qualified competitive bids.

On June 30, 2025, the Parks Maintenance Department received a quote from Smith Turf & Irrigation–Nashville for a Ventrac 4520P Compact Tractor with accessories in the amount of $39,646.40 which is $1,353.60 below the budgeted purchase amount.

Financial Section

Account Number: 314-43949-9490

Total Budget	Requested Amount	Expenditures to Date:	Remaining Amount
$585,000	$39,646.40	$0	$545,353.60

Approved By: A. Myers

Recommended By: Will Wiley, Public Works Director, Ronald Oestreich, Parks & Recreation Director for approval.

Proposed Motion: To approve the purchase of a Ventrac Compact Tractor 4520P with accessories from Sourcewell Co-op Contract number 112624-TTC in the amount of $39,646.40

Pricing Quote

Quote #: 98540-1002
Contract #: 112624-TTC

Date Quoted: June 30, 2025
Quote Expires: July 30, 2025

Prepared For:

Blake Travis
Town of Farragut

Prepared By:

Smith Turf & Irrigation - Nashville
Timothy Long
525 Fairground Court
Nashville, TN 37211
Phone: 704-512-9119

Customer's Sourcewell Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell	Total
1	4520P (39.51216)	Ventrac Tractor: KN, 4520P Kawasaki FD851D *Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs*	28,782.20	28,782.20
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,559.40	1,559.40
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	423.20	423.20
1	KA160 (39.55440)	Attachment: BLOWER KA, KA160 Power Blower	2,976.20	2,976.20
1	MS720 (39.55111)	Attachment: MOWERS - FINISH MS, MS720 Mower SD	5,096.80	5,096.80
1	70.8214	Accessory: Kit, Hydraulic Flip Up MS/MT/MU	533.60	533.60
			Subtotal	39,371.40
				CHARGES
			Setup Charges	+275.00
			TOTAL USD $	39,646.40


VENTRAC

Agenda Number: VI.B. **Meeting Date:** July 24, 2025

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Will Wiley, Public Works Director
Ronald Oestreich, Parks & Recreation Director

Subject: Approval of purchase of three mowing units from Athens Lawn & Tractor through BuyBoard Contract 703-23

Introduction & Background: The purpose of this agenda item is to approve the purchase of three mowing units for the Parks & Recreation Department.

Discussion & Recommendations:

Staff utilized the BuyBoard cooperative purchasing program to obtain pricing for the replacement of the following Parks Maintenance Department equipment, all of which are included on the equipment replacement schedule:

- 2022 John Deere 1570 Mower (Fleet #22, budgeted purchase amount: $40,000)
- 2020 John Deere Z997R Mower (Fleet #15, budgeted purchase amount: $20,000)
- 2020 ExMark Walk-Behind Mower (Fleet #41, budgeted purchase amount: $10,000)

BuyBoard is an approved procurement method that leverages pre-qualified competitive bids.

On July 15, 2025, the Parks Maintenance Department received a quote from Athens Lawn & Garden for two Ferris ISX 3300 zero-turn mowers and one Ferris FW45 walk-behind mower, including accessories, for a total cost of $43,490.45 for all three units. This is $16,509.55 below the budgeted amount for these items.

Financial Section

Account Number: 314-43949-9490

Total Budget	Requested Amount	Expenditures to Date:	Remaining Amount
$585,000	$43,490.45	$39,646.40	$501,863.15

Approved By: A. Myers

Recommended By: Will Wiley, Public Works Director, Ronald Oestreich, Parks & Recreation Director for approval.

Proposed Motion: To approve the purchase of three mowing units from Athens Lawn & Tractor in the amount of $43,490.45, utilizing BuyBoard Contract #703-23.

Q U O T A T I O N

ATHENS LAWN & GARDEN
1310 Railroad Ave.
Athens, TN 37303 U.S.A.
Phone #: (423)745-9296
Fax #: (423)745-7532

PHONE #:	**(865)966-7057**	DATE:	**7/15/2025**
CELL #:	**(865)440-3612**	ORDER #:	**1351600**
ALT. #:	**(865)218-3372 Ext: DESK**	CUSTOMER #:	**27844**
P.O.#:		CP:	**CL**
TERMS:	**Cash**	LOCATION:	**1**
SALES TYPE:	**Quote**	STATUS:	**Active**

BILL TO **27844**

TOWN OF FARRAGUT
239 JAMES TOWN BULLAVARD
FARRAGUT, TN 37934 US

SHIP TO

TOWN OF FARRAGUT
239 JAMES TOWN BULLAVARD
FARRAGUT, TN 37934 US

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
FER	FW4548K21	(5902014) FW45, 21KAW, 48"DECK	1	$10,009.99	$7,552.17	$7,552.17
****	MISC	WITH BUYBOARD PRICING DISCOUNT	1	$.00	$.00	$0.00
FER	ISX3300BVE4072SS	(5902145) 40HP VANGU BBLOCK EFI, OGS, ETC 72" SUSP SEAT	2	$20,899.99	$15,769.17	$31,538.34
****	MISC	WITH BUYBOARD DISCOUNT	1	$.00	$.00	$0.00
****	MISC	CANOPY TOPS FOR ISX3300 (RETAIL) 699.99	2	$599.99	$599.99	$1,199.98
****	MISC	TWEELS FOR ISX3300 (RETAIL) $899.99	4	$799.99	$799.99	$3,199.96

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	**$43,490.45**
TAX:	**$0.00**
ORDER TOTAL:	**$43,490.45**

Authorized By: ______________________________________

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OVERVIEW **FEATURES** **SPECIFICATIONS**

FERRIS
(/na/en_us/home.html)

OVERVIEW FEATURES SPECIFICATIONS

Agenda Number: **VI.C.** **Meeting Date:** **July 24, 2025**

REPORT TO THE FARRAGUT BOARD OF MAYOR & ALDERMEN

Prepared By: Anissa Pratte, Staff Accountant

Subject: Approval of Contracts with GovSense for Enterprise Resource Planning (ERP) software

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Introduction & Background:

In 2023, the Town of Farragut engaged Avero Advisors to develop an Information Technology Strategic Plan, which identified outdated systems and manual processes as key challenges.

Following Avero's recommendations, the Town is now seeking proposals from qualified firms for the implementation of a modern, all-in-one Enterprise Resource Planning (ERP) system. The new ERP will replace the current Tyler ERP Pro 10 and must integrate key functions such as Finance, HR, Payroll, and Work Orders (Public Works and IT), among other modules.

Discussion & Recommendations:

The Town of Farragut received five proposals in response to its Request for Proposals (RFP) for a new Enterprise Resource Planning (ERP) system. An evaluation committee, made up of employees from various departments, was assembled to review and assess the submissions.

The committee carefully evaluated each proposal and narrowed the selection to three finalists. These three vendors were invited to participate in full-day demonstrations and interviews to showcase their systems and capabilities.

Following this thorough review process, the evaluation committee recommends awarding the ERP contract to **GovSense**. GovSense offers a comprehensive, fully integrated solution capable of supporting all Town departments under a unified platform. The implementation of this system is expected to improve staff efficiency, streamline day-to-day operations, and enhance the accuracy of recordkeeping and financial reporting.

Initial set-up consists of implementation, conversion, interfacing and training.

Financial Section: General Fund Year 1 Cost
Account Number:

Total Budget	**Requested Amount**	**Remaining Amount**
$105,000	$104,155.06	$844.94

Financial Section: Capital Investment Program-Implementation Cost
Account Number:

Total Budget	**Requested Amount**	**Remaining Amount**
$160,000	$155,200	$4,800

Approved By: A. Myers

Recommended By: Allison Myers, Finance Director/Town Recorder for approval.

Proposed Motion: To approve the contracts with GovSense for Enterprise Resource Planning (ERP) software.

1. RFP Overview

1.1 Purpose

In 2023, the Town of Farragut contracted with Avero Advisors for an Information Technology Strategic Plan report. The Town is currently utilizing antiquated technologies and manual processes to conduct business.

The Town is accepting the suggestions of Avero Advisors and is soliciting proposals from qualified firms (Proposers) for the implementation of an Enterprise Resource Planning (ERP) system that meets the needs of the Town of Farragut. The Town is looking for an ERP that can provide a completely all-in-one integrated system that incorporates, Finance, HR, Payroll, Work Orders (for Public Works and IT), and many other modules to replace the current system, Tyler ERP Pro 10.

The Town is seeking a qualified Proposer who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise and qualifications necessary to provide and support a fully integrated and proven ERP solution to include both implementation and ongoing maintenance and support.

1.2 Background

The Town of Farragut is located in Knox County in the State of Tennessee. The Town was incorporated in 1980. The town's population was 23,506 at the 2020 census. The Town is governed by the Board of Mayor and Alderman. Currently there are 71 employees, with an anticipation of being at 100 in the next year or two. The Town is comprised of the following Departments and their responsibilities:

- Finance
  - Budget
  - General Ledger Auditing
  - Accounts Payable
  - Vendor Management
  - Procurement
  - Contract Management
  - Payroll/Time & Attendance
  - Cash Receipting
  - Business Privilege Licenses
- Town Recorder
  - Board of Mayor and Alderman Agenda and Meeting Minutes
  - Records Requests
- Recreation
  - Program Implementation and Scheduling

- Inventory/Asset Management
- Park Maintenance/Work Orders

- Human Resources
  - Onboarding
  - Employee Self Service
  - Federal, State, and Local Regulations
- Tourism
  - Inventory/Asset Management
- Community Development
  - Permitting
  - Planning/Zoning
  - Code Enforcement
  - Fire Inspections
- Engineering
  - Project Management
  - Grant Management
  - GIS
- Public Works
  - Asset/Inventory Management
  - Scheduling/Work Orders
  - Project Management
- Municipal Court
  - Courts/Case Management
- IT
  - Work Order(s)

1.3 Procurement Schedule

RFP Issue	09/26/2024
Non-Mandatory Bid/RFP Meeting (via TEAMS)	10/16/2024 2:00 PM
Deadline for Proposer Questions	10/29/2024, 5:00PM
Proposal Due	11/05/2024, 2:00 PM
Evaluation Committee Meets (Short-list Proposers)	11/11/2024
Virtual Demos (Short-Listed Proposals only)	11/13/2024-11/19/2024
Intent to Award/ Contract Negotiations Begin	11/20/2024
Board of Mayor and Alderman Approves/Contract Signed	12/12/2024

The Non-Mandatory Pre-Bid meeting will be held 10/16/2024 at 2:00pm via TEAMS meeting. You must register in order to attend. The following link is to be used for registration: https://events.gcc.teams.microsoft.com/event/ce7dd7f5-350b-4cba-8962-7e130cd5425b@87e50c08-edf4-4682-a80f-f07bbab5dc2d

1.4 Project Objectives

The Town of Farragut intends to replace its existing ERP system with a proven, commercial-off-the-shelf ERP system. The Town's goal is to streamline and improve processes that result in timely, accurate, and easy-to-access information. The new ERP system should meet the following objectives:

- Streamline business processes to take advantage of the best practices through automation, integration, and workflows
- Eliminate the need for duplicate data entry
- Eliminate the need for manual entry impute when preparing the annual budget and financial statements
- Consolidate information, link processes and functions in a single system that integrates the Town's financial and non-financial applications through a common database
- Provide a user-friendly interface to promote use and productivity
- Improve and provide necessary reports and reporting capabilities, and access to date through inquiry or drilldown capabilities

In addition to the objectives above, the Town is expecting the Proposer to provide best practice guidance, data conversion, system configuration, training, testing, project management that will help ensure a successful implementation in a timely manner.

1.5 Communications

All communications regarding this RFP must be submitted via email to the Finance Department representative identified below:

Anissa Pratte, Staff Accountant
apratte@townoffarragut.org

The Staff Accountant will be the sole point of contact for this RFP.

Proposers contact with anyone else in the Town is forbidden and may result in disqualification of the Proposer's bid. Further, any oral communication will be considered unofficial and non-binding on the Town. Proposers should rely only on written statements issued by the Finance Department representative.

1.6 RFP Amendments and Cancellation

The Town reserves the right to amend this RFP in writing at any time. The Town also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be posted on the Town's website www.townoffarragut.org and also on Vendorlink. It is the Proposer's responsibility to ensure that the Town's website and Vendorlink is reviewed for RFP changes prior to submission of proposal.

1.7 Proposal Submittal

Proposals are to be received by the Town no later than the date and time indicated in Section 1.3. Proposers assume the risk of the method of delivery. The Town assumes no responsibility for delays caused by any delivery service. Postmarks will not be accepted as proof of receipt. Emailed proposals will not be accepted. A Proposer's failure to submit a proposal as required before the deadline may cause the proposal to be disqualified.

Proposers must submit in a sealed package:

- One (1) bound paper copy clearly marked "Original"
- One (1) electronic copy (a single .pdf file containing all submitted material including the pricing sheet), on a USB drive. In the event of a discrepancy between the electronic version and hard copy, the response in the hard copy (Original) will prevail.
- Four (4) bound paper copies clearly marked "Copy"

The proposal package shall be mailed, couriered, or hand delivered to the Town at:

Town of Farragut
Community Center
Attn : Finance Department, Anissa Pratte
239 Jamestowne Blvd
Farragut, TN 37934

The package should be clearly labeled with the following:

- Confidential
- Proposal for Enterprise Resource Planning (ERP) System and Implementation Services, RFP#2025-07
- Proposal Due Date and Time
- Proposer Name
- Proposer Address
- Proposer Phone Number

2. Scope

2.1 Scope of Work

The Town shall enter into a “single contract” with one “proposer” for all implementation services as described under this RFP. The Town of Farragut is wanting a cloud-based ERP system. The ERP system should be an integrated system that can serve as many of the Town’s departments as possible. The Town is seeking information and pricing for the following modules:

- Finance/General Ledger/Budget
- Reporting
- Accounts Payable
- Vendor Management
- Cash Receipting
- Procurement
- Contract Management
- Human Resources
- Learning Management System
- Payroll/Time & Attendance
- Employee Self-Service
- Project/Grant Management
- Work Order System (Public Works and IT)
- Asset/Inventory
- Business Licenses

The Town prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors, the Proposal should address how the products or services will be provided to the Town.

The current ERP software, ERP Pro 10 has not necessarily reached its useful life, however, it isn’t talking to the recreation department software, RecDesk or our Community Development system software, My Government Online. This leads to duplicate work, and reporting that isn’t combined in one place. The new ERP system needs to integrate all systems together or explain how they can communicate to other software products to make processes more efficient. The Information Technology Strategic Plan Report by Avero Advisors is located in section E, of the attachments.

The Town is requesting a SaaS Solution managed by the Proposer.

2.2 Implementation and Training

In the Proposal the Vendor must provide a detailed plan for implementing the proposed system. Some examples include:

- Project Organization Chart
- Conversion Methodology
- Implementation Methodology
- Training Plan

2.3 Maintenance and Support

The Vendor should provide in the proposal the type of maintenance and support that would be provided after implementation. Some examples are:

- Telephone Support
- Upgrades
- User Groups
- Resolution Procedures
- Other Support (i.e. on-site, dial-in, website)

2.4 Budget and Pricing

The proposer must provide the per-user monthly, annual, and five (5) year cost. Please include any standard year-to-year increases.

The prices should reflect all costs associated with the proposed solution, including any one-time provisioning costs or other fees.

The proposer must agree to keep these prices valid for 120 days.

Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the proposer, shall be included in the proposal.

The Town reserves the right to reject, in part or in entirety, any or all proposals for any reason, to cancel in part or entirety the Request for Proposals (RFP), to re-advertise for new proposals, and to waive minor irregularities and informalities. The Town reserves the right to extend the deadline for submittals.

2.5 Regulations

The Hosting Providers/Respondents shall support and be compliant with all relevant regulations and requirements including but not limited to:

- PCI-DSS
- IPAA/HITECH
- GDPR


Project / Grant Management
Property Tax Billing
Economic Development
Accounting
Planning
Budgeting
Permitting
GovSense
Fund Management
Inspections
HCM/Payroll
Licensing
Utility Billing
Code Enforcement
Asset Management
GIS Integration
Citizen Engagement

ERP Module Cost Breakdown			
	Annual/1 Yr/Contract	One Time Fee	TOTAL Contract
Gravity	$ 21,875.00	$ 8,750.00	$ 30,625.00
UKG	$ 20,556.00	$ 17,600.00	$ 38,156.00
NetSuite	$ 36,465.66		$ 36,465.66
GovSense	$ 25,258.40	$ 128,850.00	$ 154,108.40
TOTAL	$ 104,155.06	$ 155,200.00	**$ 259,355.06**

GovSense, LLC
SaaS Services Agreement

Business Name: Town of Farragut hereinafter, "Client" or "You")

Signer Name: Mayor Ron Williams Email address: rwilliams@townoffarragut.org

Street Address: 11408 Municipal Center

City: Farragut State: Tennessee Zip Code: 37934

Telephone Number: 716-366-0452

Accounts Payable Contact Name: Anissa Pratte A/P Contact Email apratte@townoffarragut.org

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This Software-as-a-Service (SaaS) Services Agreement (the "**Agreement**") is between You and GovSense, LLC, a corporate registered in the State of Georgia, with premises located at 11675 Great Oaks Way, STE125, Alpharetta, GA 30022. (the "**Company**", "**we**" or "**us**") (together with You, the "**Parties**"), and it becomes effective as of the date of Your signature below (the "**Effective Date**"). This Agreement relies on certain defined terms, and these terms are specified in Section 10 or are otherwise defined in context.

1. GovSense SaaS Services. We provide access to a web-based portal containing data, reports, dashboards, and analytics through a product named GovSense (the "**SaaS Services**"). As part of the SaaS Services, the Company will provide support and maintenance services as outlined in the Support Addendum annexed hereto, as well as consulting, implementation assistance, and/or support for the GovSense product as agreed upon in one or more Statements of Work entered into hereunder.

2. User Subscriptions. Client agrees that SaaS Services are purchased as user subscriptions and may be accessed by no more than one (1) user. Additional user subscriptions may be added during the subscription Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription Term in effect at the time the additional user subscriptions are added. Such additional user subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated users only and cannot be shared or used by more than one user concurrently.

3. Grant of Rights; Intellectual Property Ownership. To provide the SaaS Services, we use proprietary software ("Software"), know-how and other items that together embody GovSense IP. The Company and its licensors own the Software, reports, and all associated intellectual property. You retain ownership of Client Information and intellectual property rights associated with such Client Information. The Company owns the Intellectual Property associated with all the content in the reports, including all information, artwork, text, trademarks, trade dress and report formatting. We grant You a non-exclusive, non-transferable, royalty-free, license to access and use the reports for Your internal business purposes during the Term of this Agreement.

3.1 Custom Developed Software. In the event the Company develops modifications or custom software ("Developed Software") or other deliverables ("Deliverables"), the Company grants to Client a non-exclusive, fully paid license to use the Developed Software and/or Deliverables for the Term of this Agreement. The use of the Developed Software and/or Deliverables shall be in accordance with this Agreement or such other written agreement as the Parties may enter into. Maintenance and support for the Developed Software and/or Deliverables may be obtained from the Company on a time and materials basis, as defined in one or more SOWs to be entered into between You and the Company, pursuant to this Agreement. The Parties understand and agree that the Developed Software and/or Deliverables is/are the property of the Company and it shall have sole and exclusive ownership of the software including all copyrights, trademarks and patents associated therewith.

4. Intellectual Property Rights. In the course of performing its duties under the SOWs entered into under this Agreement, the Company may use enhancements, discoveries, processes, methods, designs and know-how, whether or not copyrightable or patentable, which the Company conceived during the course of other consulting engagements. In addition, the Company may independently develop enhancements, processes, methods, designs or know-how during the Term of this Agreement and Client acknowledges that the Company may use such enhancements, processes, methods, designs and know-how in its business operations with other Clients. The Parties understand and agree that the custom developed enhancements, processes, methods, designs, know-how, or other such similar matters are the property of the Company and it shall have sole ownership of all such matters, including copyrights, trademarks and patents.

5. Charges and Payment of Fees. You will pay us for the SaaS Services per Exhibit A outlined in this Agreement.

Furthermore, You will pay us for travel and accommodation expenses incurred at Your request.

5.1. Billing. You are responsible for payment of our invoices, and You shall pay such fees directly to us without delay or set-off, as provided in Section 5.2.

5.2. Payment Terms. Except for Setup/Launch Fee, which is due upon execution of this Agreement, payment is due within thirty (30) days of receipt of invoice. Upon execution of this Agreement, You shall set up an automated payment process through ACH debit service to process all payments to GovSense. You acknowledge that You are responsible for paying any fee associated with using any of the aforementioned payment methods. You authorize us to utilize payment method above in the event Your invoice is not paid within thirty (30) days upon receipt of invoice. Balances not paid within forty-five (45) days after receipt of invoice shall incur interest in the amount of 1.5% per month from date due until paid. That interest shall compound monthly on the first day of each subsequent month.

5.3. Taxes. Unless otherwise stated, The Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, " Taxes"). Client is responsible for paying all taxes associated with Client's purchases hereunder. For clarity, the Company is solely responsible for taxes assessable against it based on income, property and employees.

6. Confidentiality. Confidential or sensitive information one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") under this Agreement shall be governed as follows:

6.1. Confidential Information. "Confidential Information" means non-public and proprietary know-how and information disclosed under this Agreement, whether oral or written or electronic, that (a) concerns the SaaS Services, the reports or the software, technology, customers, finances, methods, research, processes or procedures of either the Company or Client; and (b) is designated as "Confidential" or "Proprietary" by the Disclosing Party at the time of disclosure or within a reasonable period thereafter. Confidential Information also includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, API data files, documentation, specifications, data bases, networks, system design, file layouts, tool combinations and development methods as well as information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists, and financial results. Confidential Information also includes information received from others that the disclosing party is obligated to treat as confidential and oral information that is identified by the disclosing party as confidential. Confidential Information disclosed by a subsidiary of the disclosing party and/or its agents is covered by this Agreement. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. Confidential Information shall not include any information that (1) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (2) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (3) is received by the receiving party from a third party without any restriction on confidentiality; (4) is independently developed by the receiving party or its affiliates; (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (6) is approved for release by prior written authorization of the disclosing party.

6.2. Non-disclosure. As a result of the business relationship formed by this Agreement, the Parties hereto may have access to Confidential Information. The Parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. The Receiving Party will retain the Disclosing Party's Confidential Information in confidence, and shall not use or disclose Confidential Information except for purposes permitted under this Agreement. The Receiving Party shall be entitled to disclose Confidential Information of the Disclosing Party (i) to its employees, provided such employees are bound by non-disclosure obligations no less protective than those set out in this Agreement, and (ii) to affiliates and vendors, provided such affiliates and vendors are bound by non-disclosure obligations no less protective than those set out in this Agreement.

6.3. Standard. Each Party will use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but shall not use less than reasonable care and diligence.

6.4. Exceptions. Sections 6.1 and 6.2 will not apply to Confidential Information the Receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; (iii) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) is required to be disclosed by law, provided that the Disclosing Party is promptly notified by the Receiving Party to provide the Disclosing Party an opportunity to seek a protective order or other relief.

6.5. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. The Confidential Information of one party may be used by the other party only to fulfill its obligations under this Agreement.

6.6. The Parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of the engagement letter may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both Parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

6.7. The terms and provisions of this Section 6 shall survive any termination of the engagement letter for any reason for a period of 2 years.

7. Term and Termination

7.1. Term. The initial term of this Agreement shall be **(12)** months/years ("**Initial Term**"). The Agreement shall then automatically renew for additional periods each the same length as the Initial Term (each an "**Additional Term**"; together with "**Initial Term**" the "**Term**") unless either party notifies the other in writing at least ninety (90) days before the end of any Term that it does not want the Agreement to renew, in which case this Agreement will expire at the end of the then current Term.

7.2. Effect of Termination. In the event of a termination of this Agreement (for cause or convenience), all current and future license invoices (future periods) and current service fees earned owed to GovSense by You shall become immediately due and payable. All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive, including, without limitation, Sections 5.2, 6, 7.2, 8, 9, 10, 11, and 12.

8. Project Management and Change Control Process

8.1 Principal Contacts. The Company Account Manager shall be the senior account manager within The Company who shall be available to Client for purposes of discussing all work and business between them. Client shall designate an individual who shall serve as the senior manager within Client and who shall be available to The Company to discuss all work and business with The Company (the "Client Manager"). Client acknowledges that only Company personnel identified in the SOW can bind or make commitments on behalf of the Company. No other conversation, email transmission, or other communication will bind Company to any commitment discussed without acknowledgement of the identified personnel. Client and Company will not record any conversation, demonstration, training session by phone or video conferencing software without prior acceptance of identified personnel of Client or Company.

8.2 Acceptance and Rejection of Deliverables. Any Deliverable created by The Company for Client under this Agreement that is reasonably and in good faith determined, at the time of submission for acceptance, by Client not to comply with the specifications or the specific acceptance criteria set forth within the controlling SOW will be corrected by The Company without charge as part of the iteration/sprint process. Upon correction of any failures to meet the applicable written specifications and/or acceptance criteria in the controlling SOW, The Company shall make a commercially reasonable effort to correct such failures, after which The Company shall again submit said Deliverable(s) for acceptance review by Client. During the process of curing any rejection of Deliverables, The Company shall not be obligated to undertake any new or subsequent iterations or sprints until the rejected Deliverables are accepted by Client. Client shall, unless provided otherwise in a controlling SOW, have five business days from the submission of Deliverables for acceptance to either accept or reject the Deliverables submitted. In the event that Client has failed to either accept or reject submitted Deliverables within the controlling review period, said Deliverables shall be deemed accepted without qualification or caveat by Client. Upon unqualified acceptance of any Deliverable, Client shall be deemed to have agreed that, in the absence of a hidden defect in the Deliverable which could not reasonably be uncovered by Client by exercising due diligence and/or appropriate testing methodologies, the accepted Deliverable(s) in all respects meet each and every relevant and applicable specification and acceptance criteria for said Deliverable, and shall waive and forever release any claims to the contrary.

In the absence of unqualified acceptance by Client of *all* Deliverables and/or Milestones set forth in an executed SOW, The Company shall be under no obligation to enter into any further or subsequent SOWs with Client or to engage in further sprint(s) / iteration(s).

8.3 Changes. The Parties agree and acknowledge that all charges and specifications for the Services set forth herein (including without limitation any Charges, Fees, Performance Measurement Factors, and/or Performance Objectives that may be set forth in an applicable SOW) are based upon, and dependent upon, certain project assumptions and are subject to change upon the occurrence of Change(s) (as defined herein) during the term of this Agreement. For purposes of this Agreement, "Change(s)" shall mean any significant change (whether occurring at a discrete moment in time or accruing as a result of minor changes over time) in or to the Software or the requirements or specifications related thereto which results in, or is caused by, operation of the Software or provision of the Services in or under (i) actual conditions which vary from the project assumptions, or (ii) increased demands upon the Software or any component thereof. Without limiting the foregoing, "Change(s)" are expressly deemed to include (a) changes to the Software that would materially alter its functionality, and (b) increased demand on the Software, Services or capacity of The Company's facilities due to changes in Client's business structure or operations (including, without limitation, increases in Client's business operations, workforce or number of transactions processed using the Software).

8.4 Change Control Process. All Changes shall be addressed using the formal change control process set forth herein below to be implemented by Client and The Company jointly after the Effective Date (the "Change Control Process").

Client agrees to notify The Company of any circumstances which Client reasonably should know constitute, may constitute, or may result in a Change. Whenever a potential Change is identified, The Company shall assess the impact of the potential Change, considering resources required, interfaces to other Software(s) and other planned and in-process Changes and shall, if it deems it appropriate in its sole discretion, present an analysis and proposal for amendment to the applicable Schedule or SOW to the Client for approval. In such event, the Parties shall negotiate in good faith an amendment to this Agreement which sets forth the applicable specifications, schedules, resources to be utilized, responsibilities of both Parties, and definition of successful completion with respect to addressing such Change.

Anything in this Agreement notwithstanding, except as specifically provided in an amendment pursuant to the foregoing paragraph, all obligations of The Company hereunder with respect to any performance objectives set forth in an applicable SOW shall be deemed waived by Client for the duration of and to the extent caused by any Change and any changed circumstances associated therewith. In the event that the Parties fail to execute an amendment as described herein, The Company may (but is not obligated to) undertake any measures which are technically or legally necessary to address such Change, subject to approval thereof by Client, provided, however, that no Client approval shall be required for measures which The Company reasonably determines are legally required to continue providing Services subsequent to such Change (including, by way of example but without limitation, procuring additional licenses for additional Client users to utilize the operating software), and Client shall reimburse The Company for its expenses associated therewith.

8.5 Client Delays and The Company Resource Furloughs. In the event that Client fails to roll out or otherwise delays the onboarding and implementation of the Deliverables beyond the timelines established and agreed-upon in writing between the parties, Client agrees that The Company shall be entitled to, at its sole discretion but following consultation with Client: (i) charge a minimum monthly non-reimbursable or applied fee of $25,000 per month for Client delays; or (ii) furlough idled resources (including employees and/or contractors). In the event that The Company chooses to furlough or reassign resources, Client acknowledges that re-engagement and/or replacement of furloughed or reassigned resources may result in unanticipated delays in delivery of Deliverables and/or increases in costs which may exceed the otherwise-agreed-to caps on fees and costs. In the event of such cost increases due to Client delays resulting in furloughing of resources, The Company shall be permitted to pass the resulting increased costs on to Client.

9. Client Responsibilities

9.1 Cooperation and Assistance. In addition to the payment of the amounts described herein, Client shall discharge all of its obligations under this Agreement and Client shall cooperate with The Company with regard to the performance of The Company's obligations hereunder, including (without limitation):

a. Providing to The Company such information, data, access to premises, remote access to Client's equipment via separate communications facilities, management decisions, approvals, and acceptances as may be reasonable to permit The Company to provide the SaaS Services hereunder;

b. Timely meeting and/or complying with all Client dependencies, obligations, and/or conditions precedent set forth in any applicable SOWs;

c. Not abusing or misusing The Company's facilities, any of the components thereof, or any of the capabilities provided thereby;

d. Maintaining adequate communications facilities and equipment (e.g., via agreements with providers of Client's network and/or communications facilities and services) to support Client demand upon the Software; and

e. Acquiring for The Company throughout the Term, at Client's expense, all rights and privileges (including, at a minimum, applicable other software or system licenses, maintenance and support privileges (including telephone support privileges) from the applicable licensor(s) or vendor(s)) necessary for The Company to use, on behalf of Client, or any other software which is the subject of a Change and to provide the SaaS Services in connection therewith and to install such such other software or systems.

9.2 Provision of Data. Client shall be solely responsible for the quality and accuracy of all data provided to The Company. Client shall follow ordinary and prudent practices for the operation of its business and use of the SaaS Services hereunder. If the data is in some way inaccurate and requires additional work on the part of The Company, the Client may, in The Company's discretion, incur additional development fees.

9.3 Use of Software, Procedures, etc. Client shall comply with all reasonable operating instructions for the Software that are issued by The Company from time to time. Notwithstanding anything to the contrary in this Agreement, Client shall be solely responsible for the supervision, management, and control of the access to and use of the Software by or through Client's employees, agents, subcontractors and contractors, including, without limitation, implementing sufficient and reasonable procedures to (a) satisfy Client's own requirements for the security and accuracy of the input provided to the Software, (b) verify reports and other output from The Company within the required time frames, and (c) regulate use of, and safeguard against unauthorized use of, user identifications and passwords assigned to Client's employees, agents, subcontractors and contractors. Client agrees that, except as otherwise permitted by The Company, Client shall use the SaaS Services only for its own internal business purposes and shall not sell, resell, sublicense, or otherwise provide, directly or indirectly, any of the SaaS Services or any portion thereof to any other person or entity.

9.4 Client Responsibilities Generally. Due to the nature of this contractual relationship, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from The Company in a timely manner. Client understands that poor planning and miscommunication can result in negative consequences for the project including incurring emergency rates, timeline delays and disruption of service. The Company is not responsible for negative consequences related to poor planning or miscommunication on the part of the Client. Client understands that The Company may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work and client agrees to cooperate in provide such requested clarification(s).

10. Representations and Warranties; Disclaimers

10.1. GovSense SaaS Services and Reports; Exclusive Remedy. During the Term, the Company will use reasonable efforts to provide the SaaS Services in a good and workmanlike manner. The Company will make best efforts resolve any breach of this Agreement by the Company within sixty (60) days after receiving Your written notice concerning such breach. This shall be Your sole remedy for any breach by the Company with respect to the SaaS Services.

10.2. Hosting Compatibility. You represent and warrant that, You understand that GovSense is an Oracle NetSuite hosted product and that You must have an Oracle NetSuite license to use the SaaS Services. You are responsible for obtaining such NetSuite license (through GovSense) and do not hold the Company responsible for supporting the SaaS Services on any other hosting platform.

10.3. Client Information. You represent and warrant that, during the Term, You hold all rights and permissions necessary to provide Client Information to us for the uses specified in this Agreement. You are responsible for the accuracy, integrity and completeness of Client Information.

10.4. Disclaimers. EXCEPT AS PROVIDED IN SECTION 8.1, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), EXCEPT DIRECT DAMAGES, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SAAS SERVICES. YOUR REMEDIES UNDER SECTION 10.1 ARE IN LIEU OF ALL OTHER RIGHTS AND REMEDIES. EXCEPT FOR A BREACH OF SECTION 6.2, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU TO US.

12. General

12.1. No Waiver. The failure of the Company to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

12.2. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

12.3. No Agency. For the purposes of this Agreement, the Parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever. Nothing in this Agreement shall operate to create a partnership between the Parties, or to authorize either Party to act as agent for the other.

12.4. Governing Law. Georgia law, without reference to rules governing conflict of laws, shall apply to this Agreement and any dispute between the Parties related hereto.

12.5. Dispute Resolution. In the event of any dispute, controversy, or claim between the Parties hereto arising from or relating to the subject of this Agreement (a "Dispute"), upon the written request of either Party, each of the Parties shall appoint a designated officer to meet and negotiate in good faith to resolve such Dispute. In the event that the foregoing negotiations fail to resolve any such dispute, the parties agree to participate in non-binding mediation withing forty-five (45) days of any such unsuccessful negotiations in a good faith effort to resolve the dispute. Following unsuccessful mediation of a dispute, any such unresolved dispute shall be resolved exclusively through binding arbitration in Fulton County, Georgia, which shall be undertaken under the Commercial Arbitration rules of the American Arbitration Association. The foregoing shall not apply to injunctive relief sought with respect to any breach or alleged breach of Section 6, which shall be subject to the exclusive jurisdiction of the courts in and/or for Fulton County, Georgia.

12.6. Entire Agreement. This Agreement contains the entire understanding of the Parties regarding its subject matter and supersedes all prior agreements between the Parties, both oral and written, and can be modified only by a subsequent written agreement executed by both Parties.

12.7. Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

12.8. Force Majeure. The Company shall not be responsible for failure to perform in a timely manner under this engagement letter when its failure results from any of the following causes; Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control. In addition, the Company shall not be responsible for equipment or component failures due to defective manufacturing or defective software or for delays in shipment of equipment or components timely ordered.

12.9. Notices. Any notice or other communication required or permitted shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective Parties at their principal place of business or at such other addresses as may be specified by either party.

12.10. Services. Client shall provide the Company suitable office accommodations, if needed, and complete access to computer systems so as to enable the Company to perform the services referenced in the engagement letter.

12.11. Independent Contractor. The Company is an independent contractor. Neither the Company nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. The Company has the sole authority to direct the work of its employees and determine the materials necessary to perform their duties pursuant to the terms of the contract. The Company shall retain the right to perform work for others during the Term of this Agreement.

13. Piggyback. Except as otherwise provided in this section, a governing body or its authorized representative may enter into a contract pursuant to a solicitation by:

A governmental entity located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which enters into a contract in response to the solicitation in accordance with this paragraph

14. Definitions

14.1. "Client Information" means information generated by You concerning financial, business, and/or resource analytics and/or management.

14.2. "GovSense" is a cloud-based government resource planning ("GRP") software, providing a full service platform for government and regulatory management offered as part of the SaaS Services.

14.3. "GovSense IP" means methods, algorithms, inventions, know how, information, data, logos, and other elements that we use to provide our SaaS Services, including but not limited to the software code constituting, incorporated into, or otherwise created and used by the Company and/or its affiliates in association with the GovSense product.

14.4. "Statement of Work" or "SOW" means an agreement entered into pursuant to this Agreement and subject to the terms hereof which sets forth the specific service which the Company agrees to perform for Client and the terms and/or specifications agreed upon with respect to those services. Statements of Work shall, unless agreed specifically to the contrary by the Parties be in substantially the form set forth in Exhibit B to this Agreement.

Each individual that is a signatory below certifies that he/she is the authorized agent/representative of the respective party on which behalf such signatory is executing this Agreement, intending thereby to bind each such respective party with respect hereto.

GovSense, LLC.	**CLIENT: Town of Farragut, TN**
BY: ______________________	BY: ______________________
NAME: Paul Cammisa	NAME: Mayor Ron Williams
TITLE: Managing Partner	TITLE: Town Mayor
DATE: ______________________	DATE: ______________________

EXHIBIT A
PRICING

See Attachment

Support Addendum

THIS Support Addendum ("Support Addendum") is incorporated into the SaaS Services Agreement, between GovSense, LLC (the "Company") and *[Town of Farragut TN]* ("Client").

1. **Introduction**. This Support Addendum covers standards for the provision of maintenance, management and support, and operations by the Company to Client, in connection with that certain SaaS Services Agreement dated as of *[date]*, between Client and the Company (the "SaaS Agreement"). The SaaS Agreement terminates on *[date]* (if not renewed) and this Support Addendum, and the pricing contained herein, has been structured to run concurrently with the SaaS Agreement. Capitalized terms used but not defined herein will have the meaning ascribed thereto in the SaaS Agreement.

In accordance with the SaaS Agreement, the Company has granted to Client a license to use the SaaS Services (as defined in the SaaS Agreement). To support Client, the Company will: (i) provide maintenance and support for the SaaS Services, pursuant to Section 7 of the SaaS Agreement and Section 2 of this Support Addendum ("Maintenance Services").

2. **Maintenance Services**.

2.1 Scope of Services.

(a) The following are the Maintenance Services that will be provided by the Company in connection with the SaaS Services, the Company shall provide Support Services to Client with such services defined as the provision of dedicated, skilled, knowledgeable and experienced employees to staff a "help desk" call center, using a toll free service number and e-mail system. Sufficient staffing shall be maintained to answer all incoming calls or respond by e-mail, within sixty (60) minutes from the initial contact made, either by telephone or email and respond with resolution to issues as outlined in in this Support Addendum.

As of the date of this Agreement the toll-free support number is 888-824-1293 and the support email address is support@govsense.com. Hours for availability of the Support Services are listed below:

SUPPORT SERVICES HOURS

Monday – Friday	8 am to 6 pm EST
Saturday – Sunday	24 hour call back
Holidays	New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; Day after Thanksgiving; Christmas

2.2 Problem Classification. the Company shall respond to and use its reasonable commercial efforts to resolve problems in accordance with the severity levels indicated below, which severity levels shall be determined in good faith by Client.

SEVERITY LEVEL	DESCRIPTION	PROBLEM RESPONSE TIME
3	Mission-Critical Impact-SaaS Services or System Down: Software Application cannot be accessed over a public internet connection	Within one (1) business day.
2	Business Productivity Impact: Isolated Issue that Adversely Affects normal business operations	Within five (5) business days.
1	Minor Service Impact: Minor component of functionality does not operate as intended, but most normal business operations can still be performed	Within thirty (30) business days

Notwithstanding the foregoing definitions, problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to the Company's obligation to provide Maintenance Services: (i) failure or unavailability of the NetSuite platform; (ii) failure of telecommunications hardware or equipment; (iii) failure or unavailability of the Client's systems or IT infrastructure; and (iv) Force Majeure (as defined in Section 3.3 of this Support Addendum).

2.3 Maintenance Standards. the Company shall use its best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section 2.

3. General Provisions

3.1 Warranties. the Company shall perform the Maintenance Services and all other services specified herein in a good, workmanlike and professional manner using qualified personnel fully familiar with the SaaS Services.

3.2 Term. The term of this Support Addendum will commence as of *[date]* and will terminate contemporaneously with the termination of the SaaS Agreement

3.3 Force Majeure. the Company will not be responsible or liable for, and will be excused from, any nonperformance or delay in the performance of any of its obligations under this Support Addendum if and to the extent that such nonperformance or delay (i) is caused by an act of God, natural disaster, civil disturbance, war, fire, earthquakes, changes in law, regulation or government policy, or nonperformance by any third party (including vendors or suppliers), or any other factor beyond the control of the Company, whether or not foreseeable ("Force Majeure"); and (ii) could not have been prevented by the Company's taking normal and customary precautions. In the event that the Company is excused from the performance of its obligations pursuant to this Section 4.4, then the Company will use its best commercial efforts that are practicable under the circumstances to resume performance of its obligations as soon as feasible.

3.4 Exclusivity of Remedies. The provisions of this Support Addendum and the SaaS Agreement constitute the exclusive provisions applicable to the Company's maintenance and support of the SaaS Services and the provision and support therefor. the Company disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, except as specifically set forth herein.

3.5 Notices. Any notices given hereunder shall be given pursuant to and as provided in the SaaS Agreement. In addition, Client agrees that the Company may provide invoices to Client by means of facsimile or email transmission.

3.6 Limitation of Liability. The parties' limitations of liability set forth in Section 9 of the SaaS Agreement shall apply to this Support Addendum.

3.7 Miscellaneous

(a) If any provision of this Support Addendum is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof.

(b) This Support Addendum, together with the SaaS Agreement, represents the entire agreement of the parties with respect to the subject matter hereof and any other previous understanding, commitments, or agreement, oral or written, between Client and the Company with respect to the subject matter hereof.

(c) No failure by either party to insist upon the strict performance of any covenant, term or condition of this Support Addendum, or to exercise any right or remedy, shall constitute a waiver of such right or remedy on any subsequent occasion.

(e) This Support Addendum may not be amended except in writing executed by duly authorized representatives of both the Company and Client.

GOVSENSE

11675 Great Oaks Way - Suite 125
Alpharetta, GA 30022
www.govsense.com

Estimate - (Exhibit A)

Date	Estimate #
7/3/2025	ES-GS7088

Bill To
Anissa Pratte 11408 Municipal Center Drive Farragut TN 37934 United States

Expiration Date	Subscription Billing Term	License Term	Start Date	End Date
7/31/2025	Annual - Net 30	12 months	8/1/2025	7/31/2026

Billing Contact	Billing Email	Contact Telephone
Anissa Pratte	apratte@townoffarragut.org	(865) 966-7057

Item	Qty	Description	Total $
Fund Management Module	1	GovSense Fund & Grant Management **Fund Management **Grant Management **Inter-Fund Accounting	9,588.00
Contract Management	1	Contract Management: -saving employees' valuable time with more automated processes. -reducing costs by channeling purchases to approved suppliers and pre-negotiated contracts. -improving visibility by rendering real-time information on company spend and vendor performance. -streamlining and improving the accuracy of source-to-pay processes by enforcing approvals, automating and linking key transactions and establishing matching workflows to meet compliance guidelines.	9,588.00
GovSense Licensing-SG	1	GovSense License Management: - Manage Unlimited License Types, Fee Schedules, Statuses, and Approvals - Auto-generate renewals, emails, and payment workflows - Manage holds, alerts, and external communication - Real-time dashboards with key business metrics and reports snapshots	9,588.00
GovSense	1	Encumbrances	9,588.00
Subtotal			38,352.00
55% Discount			-21,093.60
GovSense Support	1	Support Service Package: Our Support includes 24/7 Customer Portal Access for up to 2 users, email and phone support from 8 a.m. - 6 p.m. EST. GovSense SaaS and Support are capped at a 5% annual uplift on renewals.	8,000.00
Implementation	1	One-Time Implementation Service Fees for the project. A billing schedule will be created to identify the monthly fees invoiced each month for the project. Please note all travel expenses will be invoiced at cost following all GSA guidelines where applicable.	128,850.00
		Total	$154,108.40

ORACLE NETSUITE

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Estimate

Date	5/8/2025
Estimate #	1632985
Partner	85188 GovSense, LLC : GovSense, LLC - NO FEE

Customer Name & Bill To Address
City of Farragut
11408 Municipal Center Drive
Knoxville TN 37934
United States

Item	Qty	Description	Term Mos.	Amount
NetSuite Mid-Market Cloud Service	1	NetSuite Mid-Market Cloud Service includes: ** ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting ** NetSuite Ship Central Cloud Service pursuant to the NetSuite Ship Central Service Descriptions found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html ** NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns; Customer Service/Support ** Productivity tools including contacts/calendar/events ** Real-time Dashboards with key business metrics, report snapshots ** Customer Center and Partner Center logins ** 5 Employee Self-Service Users ** NetSuite Basic Customer Support. Current URL Terms for support are located at www.netsuite.com/supportterms. ** 30,000 integrated bulk mail merges per month ** 120,000 campaign emails per year with no single blast exceeding 10,000 recipients ** Includes one (1) Training On Demand Pass pursuant to the Learning Cloud & Learning Provider Service Descriptions found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html NetSuite Standard Service Tier: ** Maximum of 100GB of File Cabinet Storage, which is included with Standard Service Tier. ** Maximum 100 Full Licensed Users Provisioned (excluding Employee Center, Partner Center, Advanced Partner Center, Vendor Center and Customer Center) ** Maximum 200,000 monthly transaction lines ** Maximum of 1 SuiteCloud+ license	12	$29,988.00
NetSuite General Access Cloud Service User	15	General access user for NetSuite.	12	$21,600.00
NetSuite Inventory Management Mid-Market Cloud Service	1	Refer to the NetSuite GBU Cloud Services - Service Descriptions found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html	12	$7,188.00
NetSuite Project Management Mid-Market Cloud Service	1	Project Management Cloud Service includes: ** Estimated Costing ** Project Time Tracking ** Project Task Management ** Utilization & Backlog Reporting	12	$7,188.00
NetSuite Financial Management Mid-Market Cloud Service	1	Refer to the NetSuite GBU Cloud Services - Service Descriptions found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html	12	$7,188.00

ORACLE NETSUITE

Estimate

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Date	5/8/2025
Estimate #	1632985
Partner	85188 GovSense, LLC : GovSense, LLC - NO FEE

Item	Qty	Description	Term Mos.	Amount
NetSuite Fixed Asset Management Mid-Market Cloud Service	1	Refer to the NetSuite GBU Cloud Services - Service Descriptions found at https:// www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html	12	$7,188.00
NetSuite Procurement Mid-Market Cloud Service	1	Refer to the NetSuite GBU Cloud Services - Service Descriptions found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html	12	$7,188.00
NetSuite Work Orders and Assemblies Mid-Market Cloud Service	1	Refer to the NetSuite GBU Cloud Services - Service Descriptions found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html	12	$7,188.00
NetSuite Sandbox Environment Cloud Service	1	Sandbox Environment for NetSuite Customers ** Replicates production environment including data and customizations ** Isolated environment – changes shielded from live production account ** One production environment replication for each month of term is included ** Administrators may provide sandbox access to all production users as needed NetSuite uptime guarantee does not apply to Sandbox Environments.	12	$9,471.60
Subtotal				$104,187.60
Discount		Discount		($67,721.94)
Subtotal				$36,465.66

Subtotal	$36,465.66
Total	$36,465.66

ORACLE NETSUITE

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Estimate

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A. Terms of this Order

1. Agreement

The products and/or services set forth in this Estimate/Order Form, between Customer and the Oracle entity referenced above, are governed by the Subscription Services Agreement v061625 found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/contracts.html#ssa (including any referenced URL Terms). This Estimate/Order Form is non-cancelable and all fees non-refundable unless otherwise explicitly stated in this Estimate/Order Form or in the Agreement. For clarity, the Services Start Date shall be the date this document is signed by Customer, unless a different date is specified as the Service Start Date. Notwithstanding the foregoing, if this Estimate/Order Form is an "add-on order," to the original Cloud Services Estimate/Order Form, the terms of Customer's original Estimate/Order Form and the version of the Subscription Services agreement in effect on the date of the original order, will apply to the add-on order, even if the add-on order is placed after an updated version of the Subscription Services Agreement is published. An "add-on order" is an order that updates the quantity or type of previously ordered Cloud Services, such as by adding capacity, new users, or additional applications or modules. The "Oracle NetSuite Hosting and Support Delivery Policies" which can be found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html govern the Services ordered under this Estimate/Order Form.

The Oracle Data Processing Agreement for Oracle Services found at https://www.oracle.com/corporate/contracts/cloud-services/ ("Data Processing Agreement"), is incorporated herein. The Data Processing Agreement describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the Cloud Services. This Data Processing Agreement does not apply to the following:(i) Mobile Push Notifications, (ii) NetSuite POS Cloud Services, (iii) NetSuite Payroll services, (iv) demonstration accounts, trials, beta releases, or other similar versions of the services, (v) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (as defined in the Data Processing Agreement) (including but not limited to Celigo and Pacejet), (vi) the processing of Personal Data for the R&D Purpose (as defined in Controller Subscription Services Agreement, which, if applicable, will be referenced in the "Agreement" section above), or (vii) any other services identified by Oracle as being excluded from the applicability of this Data Processing Agreement. For purposes of this order, (1) the definition of "Services Agreement" in the Data Processing Agreement is deleted and replaced in its entirety with the following: "Services Agreement" means (i) the applicable order for the Cloud Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order; (iii) the Privacy Policy found at https://www.oracle.com/legal/privacy/ (or other location as may be updated by Oracle), and (iv) the Oracle NetSuite Hosting and Support Delivery Policies found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html; (2) references to the "Cloud Hosting and Delivery Policies" in the Privacy Code for Processing Personal Information of Customer Individuals, shall be replaced by the applicable Oracle NetSuite Hosting and Support Delivery Polices found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html; and (3) references to "Your Content" shall have the same meaning as "Customer Data".

Customer may have access to enable and use additional features within the NetSuite Cloud Service subject to acceptance of in-application terms and conditions ("In-application Terms"). Customer's use of any such additional features within the NetSuite Cloud Service is governed by the "NetSuite Cloud Services: Supplemental Terms and Conditions" document (the "Supplemental Terms"), found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html which contains In-application Terms that may be presented to Customer to accept when enabling or using certain features within the Cloud Services. In event of conflict or inconsistency between the Supplemental Terms and the In-Application Terms presented within the NetSuite application, the Supplemental Terms document shall take precedence. The Supplemental Terms are applicable to Customer if Customer is using the applicable features and are in addition to the terms contained in the Agreement. The Supplemental Terms may be updated at any time by Oracle to include additional terms required to use features, or updates to existing features within the Cloud Service, and Customer's use of those features is considered acceptance of the Supplemental Terms.

2. Start Date

3. Subscription Services Payment Terms

Net 30 – Annual Billing

4. Subscription Services Payment Frequency

Annual in Advance

5. Professional Services Payment Terms

N/A

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A. Terms of this Order

6. Generative AI Features

Oracle may process Customer Data globally as necessary to provide the Cloud Services.

The Cloud Services Customer is acquiring under this Estimate/Order Form may include generative artificial intelligence (AI) features. Customer must ensure its use of generative AI features is permissible. If desired, Customer may turn off use of generative generative AI features (if applicable) by going to Setup > Company > AI. Content created through use of generative AI features may not be factual, accurate, useful, or usable, may not follow the instructions or information entered in the prompts, and may include non-factual data created by the models. Customer is solely responsible for verifying the accuracy, usefulness, and usability of the content generated as a result of Customer's use of generative AI features.

7. Currency

USD

8. Offer Valid Through

7/31/2025

9. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.

B. Additional Order Terms

1. Price Lock

During the first twelve (12) months of this Agreement, Customer may add additional: (a) Users and/or (b) Cloud Services (excluding third party Cloud Services) at a 65 % percentage discount, with the percentage discount applied to NetSuite's then current pricing (the "Price Lock").'

2. Renewal Cap

For up to six (6) twelve (12) month Renewal Term(s) (each such annual renewal term being a "Renewal Order") immediately following the initial term set forth on this Estimate/Order Form and subject to Customer's compliance with the terms set forth in this Estimate/Order Form and the Agreement, Customer's renewal pricing for the Services that are set forth on this initial Estimate/Order Form for the initial term shall not be increased by more than 5.0 % per annum (the "Renewal Cap"). Such Renewal Cap shall be applied to the discounted fees set forth on such Renewal Order for the applicable Service. The aforementioned Renewal Cap pricing shall not apply if: (a) Customer is seeking to cancel or reduce the ordered quantity of the Service set forth on this Estimate/Order Form and any expansion orders hereunder or the annual net fees for the Service are not equal to or greater than those totals set forth in this Estimate/Order Form and any expansion orders hereunder; (b) Oracle is no longer making such Services generally available to commercial customers; (c) Customer is acquired, or (d) the Renewal Order is not executed prior to the end of the initial term of this Estimate/Order Form or of the Term of the previous Renewal Order. In addition, if the number of Customer's employees or Users increases during the initial term or any renewal term and such increase would require access to a different edition of the Cloud Service (as set forth on Oracle's then current price list), then Customer's current discount for the existing edition of the Cloud Service (taking into account any applicable Renewal Cap increases) will be applied to the standard list price for such new edition of the Cloud Service.

C. Provisioning Net New Instances of the Cloud Service.

Note: The following information is applicable only when the Estimate/Order Form calls for a new instance of the Cloud Service, as the values referenced below ("Language" and "Country Edition") are used to provision Customer's Cloud Service instance and cannot be changed post provisioning. Please review these values and work with your Oracle NetSuite contact to make any necessary changes before signing this Estimate/Order Form. This section is not applicable if Customer already has an existing Cloud Service instance.

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C. Provisioning Net New Instances of the Cloud Service.

1. Primary Administrator's email address: gsadmin.cityoffarragut@govsense.com

Please note: Self-service options are available for changing the administrator upon Customer's successful access to the instance. To preserve the security of Customer's instance, Oracle may only change the Customer's primary administrator post-provisioning via Administrator Reassignment. This may delay access to Customer's instance if the reassignment process is required.

2. Language: English (US)

The language selected will be the language that Customer's Cloud Service instance is provisioned in.

3. Ship-to Address: City of Farragut
11408 Municipal Center Drive
Knoxville TN 37934
United States

4. Country Edition. Customer's Cloud Service(s) are provisioned based on the ship-to address shown above. Before signing this Estimate/Order Form, please ensure the ship-to address is correct; any change after provisioning will require re-provisioning of the Cloud Service(s).

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

Print Name	Signature	Date

Upon execution, this document is a binding order for the products and services set forth herein.

Oracle relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure company name, addresses and contacts included on this document are correct.

Oracle does not accept credit card payments for invoices of more than $99,999.

Subscription Services Agreement

This Subscription Services Agreement ("**Agreement**") is between Oracle America, Inc. ("**Oracle**"), and the entity which has accepted this Agreement through a document which references this agreement "**Customer**". Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Definitions section below. This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

Definitions.

"Advanced Customer Support" is a managed service available for purchase on a subscription basis. Advanced Customer Support is provided by Oracle for a fee to assist customers in their use of the Services or specific components of the Cloud Service.

"Cloud Service" means, collectively, the NetSuite online business application suite (and any optionally procured modules), including without limitation SuiteCloud Technologies, (the "**NetSuite Service**") and the SuiteProjects Pro online Professional Services Automation application suite (and any optionally procured modules) (the "**SuiteProjects Pro Service**") as described in the applicable User Guides that is procured by Customer from Oracle in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated offline components, but excluding Third Party Applications, Support Services and Professional Services.

"Customer Data" means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or Third-Party Applications, and other content and material, in any format, provided by Customer or any of Customer's Users that is stored in, or run on or through, the Cloud Service. Cloud Service under this Agreement, Oracle software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Customer Data." Customer Data includes any third party content that is brought by Customer into the Cloud Service by Customer's use of the Cloud Service or any Oracle-provided tools.

"Deliverables" means anything developed by Oracle, including training materials, and delivered to Customer as part of the Professional Services.

"Estimate/Order Form" means an Oracle estimate, renewal notification or order form in the name of and executed by Customer and accepted by Oracle which specifies the Cloud Service, and any Support Services and/or Professional Services to be provided by Oracle subject to the terms of this Agreement.

"Help Documentation" means the online English language help center documentation describing the Cloud Service features, which may be updated from time to time. Help Documentation does not include any material, content, or information, in any format, which is obtained or derived from third party sources outside of Oracle that Customer may access through, within, or in conjunction with Customer's use of, the Services.

"Oracle NetSuite Written Materials" means, collectively, the Data Processing Agreement, the applicable version of the Oracle NetSuite Hosting and Support Delivery Policies, the Oracle Services Privacy Policy, the URL Terms, the User Guides, and any other Oracle documents that are referenced in, or incorporated into, Customer's Estimate/Order Form for Services.

"Professional Services" means Training Services (as defined below) and the general consulting, implementation and/or training services to be provided to Customer pursuant to the terms hereof, and an Estimate/Order Form or SOW, as applicable.

"**SOW**" means a separate document, entitled Statement of Work, between Oracle and Customer, signed by both parties, that details the Professional Services to be delivered by Oracle.

"**SuiteApp**" means a collection of customizations, data, configurations, or modifications of standard objects created using the SuiteCloud Technologies for use in the Cloud Service. For the avoidance of doubt, a bundle is one type of SuiteApp.

"SuiteApp.com" means the Oracle online directory of applications that interoperate with the Cloud Service, located at suiteapp.com or at any successor websites.

"**SuiteApp Marketplace**" means the directory of applications that interoperate with the Cloud Service, located in the SuiteApp site within the Cloud Service that presents available SuiteApps.

"**SuiteCloud Technologies**" means the technologies made available to Customer by Oracle that can be used to customize, automate, import, export, or integrate data or functionality into or with the Cloud Service including, but not limited to, any (i) application programming interfaces, (ii) extensions, (iii) libraries, (iv) tools, (v) interfaces which enable plug-ins, (vi) sample code, and (vii) documentation. SuiteCloud Technologies include, but are not limited to, SuiteBuilder, SuiteFlow, SuiteScript, SuiteScript Debugger, SuiteTalk, SuiteCloud Development Framework, and SuiteGL. To the extent that Oracle includes open source software in or with SuiteCloud Technologies, the open source licenses governing such open source software will apply to Customer's access and use of such open source software.

"Support Services" means the (i) supplemental, technical support services provided pursuant to the Oracle NetSuite Hosting and Support Delivery Policies available at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/ or such other URL as specified by Oracle in the applicable Estimate/Order Form and/or (ii) Advanced Customer Support. Support Services are provided pursuant to the terms of this Agreement and may be subject to additional fees as specified in the applicable Estimate/Order Form.

"Third Party Applications" means all applications, integrations, connectors, services (including implementation and/or customization), software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that Customer may access through, within, or in conjunction with Customer's use of the Cloud Services. Examples include data feeds from social network services, rss feeds from blog posts, Oracle data marketplace and libraries, dictionaries, and marketing data. Third Party Applications includes third-party sourced materials accessed or obtained by Customers use of the Services or any Oracle-provided tools. For clarity, SuiteApps developed by Customer, or any other customer, are considered Third Party Applications under this Agreement, including without limitation SuiteApps available on SuiteApp.com or the SuiteApp Marketplace.

"**Training Services**" means the training services provided in accordance with the "Training Service Descriptions", found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/, or a SOW.

"Users" means individuals who are authorized by Customer to use the Cloud Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Estimate/Order Form or amendment to this Agreement. Users may include but are not limited to Customer's employees, consultants, contractors and agents.

"User Guides" mean the online English language user guides for the Cloud Service, accessible via login at http://www.netsuite.com (under "Help") or included in the Oracle documentation identified under the "NetSuite Applications" heading available at https://docs.oracle.com/en/, as updated from time to time.

"URL Terms" means the terms with which Customer must comply, which are located at a URL, referenced in this Agreement and are hereby incorporated by reference.

1. Services. Subject to the terms and conditions of this Agreement, Customer shall have the non-exclusive, worldwide, limited right to use the Cloud Service, Support Services, and Professional Services ordered by Customer (collectively, the "**Services**") during the applicable period set forth in Customer's applicable Estimate/Order Form or SOW for each of the Services (the "**Term**") solely for the internal business operations of Customer. Customer may allow its Users to use the Services for this purpose, and Customer is responsible for its Users' compliance with this Agreement and Customer's applicable Estimate/Order Form or SOW. The terms of this Agreement shall also apply to updates and upgrades subsequently provided by Oracle to Customer for the Cloud Service.

Customer shall also have the non-exclusive, worldwide, limited right to use the SuiteCloud Technologies, to create, store, and use SuiteApps in connection with Customer's use of the Cloud Service and in accordance with this Agreement and to share such Customer developed SuiteApps with other customers of the Cloud Service.

NetSuite OneWorld Cloud Service. If Customer orders NetSuite OneWorld Cloud Service under an Estimate/Order Form, Customer and Customer's majority owned subsidiaries shall have the non-exclusive, worldwide, limited right to use the Services ordered by Customer under that Estimate/Order Form only, during the applicable period set forth in that Estimate/Order Form or SOW, solely for their internal business operations. All Users must comply with the Agreement and the applicable Estimate/Order Form, and Customer is responsible for its Users' compliance with the Agreement and the applicable Estimate/Order Form. Customer's majority owned subsidiaries shall have no right to use the Services ordered by Customer under other Estimates/Order Forms or SOW that do not include the NetSuite OneWorld Cloud Service. Customer acknowledges and agrees that if the Customer has ordered NetSuite OneWorld Cloud Service then:

i. the combined use of the Cloud Services by Customer and Customer's majority owned subsidiaries must not exceed the quantities and usage limits of the Cloud Services ordered and described in the applicable Estimate/Order Form;

ii. Oracle will provision an environment for Customer and will not create additional environments for Customer's majority owned subsidiaries and all content (including Personal Data and Customer Data) of Customer and Customer's majority owned subsidiaries will reside in that same environment;

iii. Customer and Customer's majority owned subsidiaries may be able to access, view, use, create, modify, delete, and transfer each other's content (including Personal Data and Customer Data) in that same environment;

iv. Oracle will provide the Cloud Services to Customer's majority owned subsidiaries pursuant to the standard capabilities and management and under the same Customer Support Identifier assigned to Customer; and

v. Customer acknowledges and agrees that all rights and obligations under the Data Processing Agreement, including providing instructions to Oracle, are exercisable exclusively by Customer. Notwithstanding the foregoing, Customer further acknowledges and agrees that Oracle has no obligation to ensure the compatibility or accuracy of such instructions with any other instructions received from Customer, and Oracle is not responsible for the effect of any conflicting instructions.

2. Estimates/Order Forms. The Services shall be ordered by Customer pursuant to Estimates/Order Forms. Each Estimate/Order Form shall include at a minimum a listing of the Cloud Service and any Support Services and/or Professional Services being ordered and the associated fees. If Customer exceeds the quantity of Services ordered, then Customer promptly must purchase and pay fees for the excess quantity.

Any one of Customer's majority owned subsidiaries may also order Services under this Agreement by entering into an Estimate/Order Form or SOW, signed by such subsidiary and Oracle, as applicable, and agreeing to be bound by the terms of this Agreement and such Estimate/Order Form or SOW. For the purposes of such Estimate/Order Form or SOW, "Customer" as used in such Estimate/Order Form or SOW and this Agreement, shall be deemed to refer to the majority owned subsidiary executing such Estimate/Order Form or SOW.

3. Restrictions.

3.1. General Restrictions.

3.1.1. Customer may not, and may not cause, aid, abet or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services (the "**Acceptable Use Policy**"). In addition to other rights that Oracle has in this Agreement and Customer Estimate/Order Form, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include, without limitation, removing or disabling access to material that violates the policy and/or terminating the Customer's Services.

3.1.2. Customer may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Customer Estimate/Order Form.

3.2. HIPAA. Unless otherwise specified in Customer's Estimate/Order Form, Customer agrees that: (i) Oracle is not acting on Customer's behalf as a Business Associate or subcontractor; (ii) the Cloud Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Cloud Service will not be used in any manner that would require Oracle or the Cloud Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected health information" or "PHI" shall have the meanings described in HIPAA.

4. Term, Fee, Payment & Taxes.

4.1. Term. This Agreement is valid for the Estimate/Order Forms (including SOWs) which this Agreement accompanies. The initial subscription period of the Cloud Service and/or Support Services procured by Customer shall continue for the Term applicable to such Services specified in the applicable Estimate/Order Form. In the event that all of Customer's orders for Cloud Services placed under this Agreement expire or terminate, this Agreement shall similarly expire or terminate. If Customer has not entered into an Estimate/Order Form with Oracle regarding renewal of Customer's Cloud Service and/or Support Services prior to the expiration of the initial Term or then-current renewal Term of such Cloud Service and/or Support Services, then the subscription term for such Cloud Service and/or Support Services shall be automatically renewed for one (1) year unless and until either party provides written notice of non-renewal to the other at least thirty (30) days before expiration of the applicable initial Term or then-current renewal Term. For the avoidance of doubt, such auto-renewals shall not apply to Professional Services unless (a) Professional Services are for training subscription(s) or (b) expressly specified in the SOW for such Professional Services.

4.2. Fees and Payment. All fees payable are due within 30 days from the invoice date unless otherwise specified in the applicable Estimate/Order Form. Except as otherwise provided on the Estimate/Order Form, SOW or this Agreement, once placed, each Estimate/Order Form and SOW is non-cancellable and all sums paid are non-refundable.

4.3. The fees and the term of use for additional capacity of the applicable Cloud Service metric and other items procured during a current Term will co-terminate with and be prorated through the end date of the Term for the applicable Cloud Service. Pricing for subsequent renewal Estimate/Order Forms shall be set at then current Oracle pricing, unless otherwise agreed to by the parties.

4.4. Taxes. Oracle fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Oracle's net income. If Oracle has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Oracle with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1. Ownership of Customer Data. As between Oracle and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with the provision of the Services, Oracle may store and maintain Customer Data for a period of time consistent with Oracle's standard business processes for the Services. Following expiration or termination of the Agreement or a Customer account, if applicable, Oracle will deactivate the applicable Customer account(s) and delete any data therein. Customer grants Oracle the right to host, use, process, display and transmit Customer Data to provide the Services pursuant to and in accordance with this Agreement and the applicable Estimate/Order Form or SOW. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data, and for obtaining all rights related to Customer Data required by Oracle to perform the Services.

5.2. Oracle Intellectual Property Rights. All rights, title and interest in and to the Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Services provided or developed by Oracle) and anything developed or delivered by or on behalf of Oracle under this Agreement (including without limitation, Deliverables and SuiteCloud Technologies) are owned exclusively by Oracle or its licensors. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Services, express or implied, or ownership in the Services or any intellectual property rights thereto. Customer grants Oracle a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Services. Any rights in the Services or Oracle's intellectual property not expressly granted herein by Oracle are reserved by Oracle. Oracle, NetSuite and SuiteProjects Pro service marks, logos and product and service names are marks of Oracle (the "**Oracle Marks**"). Customer agrees not to display or use the Oracle Marks in any manner without Oracle's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("**Marks**") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

5.3. US Government Rights. The Cloud Service is a "commercial item" as that term is defined at FAR 2.101. If Customer or User is a US Federal Government ("**Government**") Executive Agency (as defined in FAR 2.101), Oracle provides the Cloud Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense ("**DoD**"), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Oracle to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

6. Terms of Service.

6.1. Accuracy of Customer's Contact Information. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change.

6.2. Notice. Any notice required under this Agreement shall be provided to the other party in writing. If Customer has a legal dispute with Oracle or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

6.3. Intentionally left blank.

6.4. Intentionally left blank.

6.5. Third-Party Applications; Customer Developed SuiteApps.

6.5.1 The Services may enable Customer to link to, transfer Customer Data to, or otherwise access, Third Party Applications. Oracle does not control and is not responsible for Third Party Applications, regardless of whether or not such Third Party Applications are provided by a third party that is a member of an Oracle partner program or otherwise designated by Oracle as "Built For NetSuite," "certified," "approved" or "recommended. If Customer installs or enables Third Party Applications for use with the Cloud Service, Customer agrees that Oracle may enable such third party providers to access Customer Data for the interoperation of such Third Party Applications with the Cloud Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider pursuant to a separate privacy policy or other terms governing Customer's access to or use of the Third Party Applications. Customer is solely responsible for complying with the terms of access and use of Third Party Applications, and if Oracle accesses or uses any Third Party Applications on Customer's behalf to facilitate performance of the Cloud Services, Customer is solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to Customer, is authorized by the terms of access and use for such services. If Customer transfers or causes the transfer of Customer Data from the Cloud Services to a Third Party Application or other location, that transfer constitutes a distribution by Customer and not by Oracle.

6.5.2 Any Third Party Applications Oracle makes accessible are provided on an "as-is" and "as available" basis without any warranty of any kind. Oracle disclaims all liabilities arising from or related to Third Party Applications. Oracle shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Applications or third party providers. No procurement of such Third Party Applications is required to use the Cloud Service.

6.5.3 If Customer was referred to Oracle by a member of one of Oracle's partner programs, Customer hereby authorizes Oracle, or its applicable affiliate, to provide such member or its successor entity with access to Customer's business information related to the procurement and use of the Cloud Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

6.5.4 Customer acknowledges that: (a) the nature, type, quality and availability of Third Party Applications may change at any time during the Term, and (b) features of the Cloud Services that interoperate with Third Party Applications may depend on the continuing availability of such Third Party Applications. Any change to Third Party Applications, including their unavailability, during the Term does not affect Customer's obligations under this Agreement or the applicable Estimate/Order Form, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

6.5.5 **Customer Developed SuiteApps**. Customer developed SuiteApps are considered Third Party Applications under this Agreement. Customer is solely responsible for controlling access to (including accessible attributes) Customer's developed SuiteApps. Oracle reserves the right to inspect all Customer developed SuiteApps.

6.6. Support Services, Professional Services and Training Services.

6.6.1 **Support Services**. As part of the Cloud Service, Oracle will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Cloud Service. Oracle also offers optional "for fee" Support Services.

6.6.2 **Professional Services**. Oracle offers optional "for fee" Professional Services. Oracle will provide Customer with Professional Services as set forth in an SOW executed by Oracle and Customer or an Estimate/Order Form executed by Customer and accepted by Oracle. All SOWs are subject to the terms of this Agreement.

6.6.3 **Training Services.** All training services, including any Deliverables, are provided for Customer's internal training purposes only. Customer may not replicate the Deliverables or use the Deliverables to develop any of the products described in such training Deliverables. Training Deliverables are not subject to any maintenance, support, or updates.

6.7. Intentionally left blank.

6.8. Updates. During the Term, Oracle may update the Services and the Oracle NetSuite Written Materials to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Applications. Oracle updates to the Services or the Oracle NetSuite Written Materials will not materially reduce the level of performance, functionality, security or availability of the Services during the Term.

6.9. Service Monitoring and Analyses

6.9.1 Oracle continuously monitors the Cloud Service to facilitate Oracle's operation of the Services; to help resolve Customer service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any Customer Data residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by Customer or any of Customer's Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Customer Data) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

6.9.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer Data, personal information or Confidential Information in a form that could serve to identify Customer or any individual. Oracle retains all intellectual property rights in Service Analyses.

6.10. Security. Oracle shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data, as described in the Oracle NetSuite Hosting and Support Delivery Policies available at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html.

6.11. Intentionally left blank.

6.12. Data Protection

6.12.1 In performing the Services, Oracle will comply with the Oracle Services Privacy Policy, which is available at http://www.oracle.com/html/Services-privacy-policy.html and incorporated herein by reference. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for Customer's Personal Data (as defined in Oracle's Data Processing Agreement) provided as part of Customer Data during the Term.

6.12.2 Unless otherwise provided in the applicable Estimate/Order Form, the version of Oracle's Data Processing Agreement for Oracle Services (the "**Data Processing Agreement**") applicable to Customer's Estimate/Order Form, which is available at http://www.oracle.com/corporate/contracts, as of the Estimate/Order Form Effective Date, and is incorporated herein by reference, will remain in force during the Term specified in Customer's Estimate/Order Form. The Data Processing Agreement describes the parties' respective roles for the processing and control of Personal Data that Customer provides to Oracle as part of the Services. Unless otherwise provided in the applicable Estimate/Order Form, Oracle will act as a data processor, and will act on Customer instructions concerning the treatment of Customer's Personal Data residing in the services environment, as specified in this Agreement, the Data Processing Agreement and the applicable Estimate/Order Form. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

6.12.3 The Data Processing Agreement does not apply to any (1) demonstration accounts, trials, beta releases, or other similar versions of the services or (2) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (e.g., where Oracle is merely a billing/collection agent) including but not limited to Celigo and Pacejet.

7. Suspension/Termination.

7.1. Suspension for Delinquent Account. Oracle reserves the right to suspend Customer's access to and/or use of the Services if any payment is due but unpaid.

7.2. Suspension for Ongoing Harm. Oracle may suspend Customer's or Users' access to, or use of, the Services, including without limitation, SuiteCloud Technologies, if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) Customer or Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide Customer with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Customer Data (as it existed on the suspension date) available to Customer. Any suspension under this Section shall not excuse Customer from Customer's obligation to make payments under this Agreement.

7.3. Termination for Cause. If either Customer or Oracle breaches a material term of this Agreement or any Estimate/Order Form or SOW and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any Estimate/Order Form or SOW, the Estimate/Order Form and any applicable SOW under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and all Estimates/Order Forms and SOWs that have been placed under the Agreement. If Oracle terminates any orders as specified in the preceding sentence, Customer must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such Estimates/Order Forms and SOWs plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. Customer agrees that if it is in default under this Agreement, Customer may not use those Services ordered.

7.4. Customer agrees that Oracle shall not be liable to Customer or other third party for any suspension pursuant to this Section 7.

8. Confidentiality.

8.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Customer's Estimate/Order Forms, Customer Data residing in the Cloud Service, and all information clearly identified as confidential at the time of disclosure.

8.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3. Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Customer Data residing in the Cloud Service for as long as such information resides in the Cloud Service. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Customer Data residing in the Services in accordance with the Oracle security practices applicable to Customer's Estimate/Order Form as described in this Agreement or such Estimate/Order Form.

9. Warranties, Disclaimers and Exclusive Remedies.

9.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. Oracle warrants that during the Term, Oracle will perform (i) the Cloud Service using commercially reasonable care and skill in all material respects as described in the Oracle NetSuite Written Materials, and (ii) any Professional Services and Support Services in a professional manner consistent with industry standards (the warranties described by the foregoing clauses (i) and (ii), collectively, the "Services Warranty"). If the Services provided to Customer were not performed as warranted, Customer must promptly provide Oracle with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services). For Professional Services, Customer must notify Oracle of any warranty deficiencies within 60 days from performance of the deficient Professional Services.

9.2. ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER DATA OR THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES.

9.3. FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

9.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitations of Liability.

10.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

10.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S ESTIMATE/ORDER FORM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER CUSTOMER'S ESTIMATE/ORDER FORM OR SOW FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11. Indemnification.

11.1. If a third party makes a claim against either Customer or Oracle ("Recipient" which may refer to Customer or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either Customer or Oracle ("Provider" which may refer to Customer or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

b. gives the Provider sole control of the defense and any settlement negotiations; and

c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

11.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

11.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or the User Guides, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Oracle will not indemnify Customer to the extent that an infringement claim is based on a Third Party Application or any Material from a third party portal or other external source that is accessible or made available to Customer within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

11.4 This Section 11 provides the parties' exclusive remedy for any infringement claims or damages.

12. Governing Law and Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

13. Export.

13.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Customer and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2 Customer acknowledges that the Services are designed with capabilities for Customer and Customer Users to access the Services without regard to geographic location and to transfer or otherwise move Customer Data between the Services and other locations such as User workstations. Customer is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Customer Data.

14. General Provisions.

14.1. Entire Agreement.

14.1.1. This Agreement incorporates by reference all URL Terms (as applicable), Exhibits and Estimate/Order Forms, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and Oracle and are intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties.

14.1.2. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Oracle to object to such terms, provisions, or conditions. In the event of any inconsistencies between the terms of an Estimate/Order Form and the Agreement, the Estimate/Order Form shall take precedence; however, unless expressly stated otherwise in an Estimate/Order Form, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an Estimate/Order Form.

14.1.3. The Agreement shall not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Estimate/Order Form or SOW. Notwithstanding the above, Customer may be presented with additional click through agreements prior to enabling optional services or features. Customer acknowledges that these click through agreements as well as, the agreements found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/, shall apply if optional services or features are subsequently ordered or activated. For clarity, such other click through agreements will only apply to such optional services or features.

14.2. Other General Provisions.

14.2.1. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns. Customer may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity. There are no third-party beneficiaries to this Agreement.

14.2.2. Oracle is an independent contractor, and each party agrees that no joint venture, partnership, or agency relationship exists between the parties.

14.2.3. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by Customer to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle makes no representation or warranty about the suitability of any Oracle business partner or any third party in connection with the provision of consulting services, implementation services or applications. Customer is solely responsible for selection of any third parties Customer engages to provide consulting services or implementation services. Oracle is not liable for, bound by, or responsible for any problems with the Services or Customer Data arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for our resources under this Agreement.

14.2.4. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach.

14.2.5. Force Majeure. Neither party shall be liable for loss, delay, nonperformance (including failure to meet the service level commitment but excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Oracle employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly.

14.2.6. Non-Impediment. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of Oracle to provide consulting, development, or other services of any kind to any individual or entity (including without limitation performing services or developing materials which are similar to and/or competitive with the Professional Services and/or Deliverables hereunder).

14.2.7. Audit. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Customer's use of the Cloud Services to ensure Customer's use of the Cloud Services is in compliance with the terms of the applicable Estimate/Order Form and this Agreement. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 8 (Confidentiality) of this Agreement. If the audit identifies non-compliance, Customer agrees to remedy (which may include, without limitation, the payment of any fees for additional Cloud Services) such non-compliance within 30 days of written notification of that non-compliance. Customer agrees that Oracle shall not be responsible for any of Customer's costs incurred in cooperating with the audit.

14.2.8. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive. This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.

Agency / Client:	Town of Farragut, TN	**Service Provider:**	IGM Technology Corp
Address:	11408 Municipal Center Drive Farragut, TN 37934	**Address:**	318-77 McMurrich St Toronto, ON, M5R 3V3
Billing Contact:		**IGM Contact:**	Michael Mattson, Chief Revenue Officer mmattson@igm.technology 561-251-3665

ORDER DETAILS

Order Form #:	O-06961 – 2025	**Subscription Start Date:**	
Created on:	Apr 29, 2025	**Subscription End Date:**	
Quote Valid for:	30 days	**Contract length:**	60 months
Billing Frequency	Annual	**Payment Terms:**	Net 30

SOFTWARE SERVICES

Products / Modules:	Description	Start Date	End Date	Annual Fee:
	Includes environment setup, provisioning, administrator, interface configuration, and user training.			$21,875

PROFESSIONAL SERVICES

Products / Modules:	Description	Total One-Time Fee:
• IGM Gravity Implementation	*See details in SOW in Exhibit A*	$8,750

BILLING TABLE

Period	Date	Software Services	Professional Services	Total Services	Notes
Year 1		$21,875	$8,750	$30,625	*Contract commitment period of 5 years. Annual rate increases are 5%.*
Year 2		$22,969			
Year 3		$24,117			
Year 4		$25,323			
Year 5		$26,589			

Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement. In subsequent years, Service Fees are payable net 30 days after the renewal date.

Implementation fees are payable net 30 days after the Effective Date of this agreement.

This SaaS Services Agreement ("Agreement") is entered into on this _______ day of ________________, 2024 (the "Effective Date") between **IGM Technology Corp**. with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:

By: ______________________

Name: ______________________

Title: ______________________

Town of Farragut, TN

By: ______________________

Name: ______________________

Title: ______________________

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 Termination for Non-Appropriation of Funds: Contract will terminate if funds are not appropriated for it in the county's budget for each future fiscal year. The contract will terminate on the last fiscal year for which funds were appropriated within the term.

5.3 In addition to any other remedies, it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval fora period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of TN without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A
Statement of Work

The Company will provide the following services and comprehensive training to the following modules:

Gravity's deployment methodology uses an iterative approach to guide our customers through the successful implementation of our products. Drawing on years of experience working with and leading government entities, as well as best practices from both the public and private sectors, we ensure a successful implementation. This methodology demands a high level of focus and engagement from both parties to achieve the desired results

Gravity will take a similar approach for each module through the implementation.

Phase 1: Discovery and Planning

During the Discovery and Planning phase of the project, Gravity and the Customer will work together to design a project plan and configuration guide to meet the goals of the Customer.
Some of the tasks to be completed during the Discovery and Planning Phase are:

- Contract Signed and Reviewed with Customer
- Agree upon starting date of project
- Kick off of project
- Review current system and identify configuration within Gravity
- Identify any Gaps and proposed solution
  Deliverables: Project Plan, Gap Analysis & Resolution Document

Phase 2: Configuration

After Gravity and the Customer have agreed on the design of the solution, the configuration can begin. During the configuration phase of the project, Gravity will take on the task of conjuring the system based on the agreed upon design. When questions or concerns arise it will be important for Gravity and the Customer to review and agree upon updated configuration.
Some of the tasks to be completed during the Configuration phase include:

- Data elements, tables, roles, reports, data file extracts, data file import configurations, active directory integration, etc. are configured to meet the Customer's requirements
- Configuration settings have been loaded and system tested
- Configuration settings are available for UAT and Training purposes
- Data will be loaded

Deliverables: A fully operational system that is ready for UAT Testing.

Phase 3: Testing/Training

After the system has been configured and the project leaders feel it is ready for testing, the implementation will move into the testing and training phase. During the testing phase Gravity and the Customer will prepare a testing plan to ensure the system is working to the design that was agreed upon in phase 1 and configured in phase 2. The Customer will provide Gravity with a list of any areas that need to be updated to ensure the software is ready to Go-Live.

Once the system has been tested and approved, the training of end users can occur. Gravity will work collaboratively with the Customer on the training needs and develop training materials. Gravity and/or the Customer will deliver training to end users.

Some of the tasks to be completed during the Testing/Training phase include:

- A User Acceptance Testing (UAT) plan will be created and reviewed in collaboration with the customer.
- The customer will conduct UAT and provide any needed changes or concerns.
- Gravity will update to ensure successful UAT
- A training plan will be developed and reviewed with the Customer.
- Training will be completed.
- Training materials provided to the Customer

Deliverables: Training Material and UAT Acceptance

Phase 4: Go-Live

The last phase of the project is to Go-Live. Once the configuration has been tested and training complete, the Customer can schedule a Go-Live date. During the Go-Live event Gravity will support the users with any questions that may arise.

Some of the tasks to be completed during the Testing/Training phase include:

- Gravity and the Customer will agree upon Go-Live Date.
- Communication plan developed for end users
- Gravity supports the Customer in initial Go-Live and questions answering

Deliverables: Final acceptance from the Customer

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C
Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours by calling IGM's customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM's customer support line or emailing support@igm.technology

ORDER FORM

Order Type: Quote
Date: 02 May, 2025

Quote#: Q-336270
Expires: 31 May, 2025
Sales Executive: Lonzie Portis
Effective Date: Effective as of the date of last signature of this Order

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Customer Legal Name:
Town of Farragut

Customer Legal Address:
239 JAMESTOWNE BLVD, FARRAGUT, TN 37934-2703 USA

Bill To: Town of Farragut
239 JAMESTOWNE BLVD
FARRAGUT, TN 37934-2703 USA

Bill To Contact:

Ship To: Town of Farragut
239 JAMESTOWNE BLVD
FARRAGUT, TN 37934-2703 USA

Ship To Contact: Ron Williams

Ship to Phone: 865-966-7057
Ship to Mobile:
Contact: Ron Williams
Email: rwilliams@townoffarragut.org

Currency: USD
Customer PO Number:
Solution ID: 6215142
Initial Term: 60 months
Uplift Percent: 8 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date

Subscription Services

Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price	Annual Price
UKG READY ACA MANAGER	100	USD 0.32	USD 32.00	USD 384.00
UKG READY ACCRUALS MANAGER	100	USD 0.63	USD 63.00	USD 756.00
UKG READY HR	100	USD 3.78	USD 378.00	USD 4,536.00
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00	USD 0.00
UKG READY LEARNING	100	USD 2.21	USD 221.00	USD 2,652.00
UKG READY PAYROLL	100	USD 3.78	USD 378.00	USD 4,536.00
UKG READY RECRUITING	100	USD 0.63	USD 63.00	USD 756.00
UKG READY TIME	100	USD 3.78	USD 378.00	USD 4,536.00
UKG READY PAYROLL SERVICES WITH SMARTCHECK	100	USD 2.00	USD 200.00	USD 2,400.00
Total Price			**USD 1,713.00**	**USD 20,556.00**

Professional Services - Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG READY LAUNCH FIXED FEE	Grouped	1	USD 17,600.00	USD 17,600.00
Total Price				**USD 17,600.00**

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 1,713.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 20,556.00

Item	Total Price
Total Fixed Fees	USD 17,600.00

Order Notes:

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

GENERAL TERMS:
This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.com/us-msa-ps

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work ("SOW") located at the following link, except if an SOW is attached to this Order, then the attached SOW shall control over the link SOW: www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at:
https://www.ukg.com/us-dpa

The applicable Subscription Fees are due monthly in arrears based on the actual number of employees subject to the Minimum Quantity as set forth in this order and invoiced following the end of each month commencing on the Billing Start Date. Customer agrees that UKG shall direct debit its designated bank account for the applicable invoice amount in the month the invoice is due.

Customer shall provide UKG with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Order. In the event that UKG does not receive the banking information and all other required information from Customer within such time frame, then Customer agrees that the Billing Frequency may be modified so that Customer shall be invoiced quarterly in advance, as follows: The Subscription Fees for the applicable Monthly Minimum Quantities are due quarterly and invoiced (30) days in advance of the quarter; to reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity. In addition, all other billings such as Professional Service fees (including the UKG Launch Fixed Fee) or Print Services will also be subject to direct debit.

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Monthly Minimum Quantity above.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

Town of Farragut		**Kronos SaaShr, Inc.**	
Signature:	______________________	Signature:	______________________
Name:	______________________	Name:	______________________
Title:	______________________	Title:	______________________
Date:	______________________	Date:	______________________

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.