



City Council Work Session Meeting Agenda

November 18, 2025 at 5:00 PM

Jefferson City Municipal Building

1. Call to Order

Opening Prayer

Pledge of Allegiance

2. Citizen Comments (Citizens should state their name, address, and limit comments to five minutes.)

3. Communications from the Mayor

4. Reports from Committees, Council Members, and other Officers

- a. Report from Jefferson City Housing Authority - **Michele Murph**, Executive Director

5. Items for Discussion

- a. Utility Account Adjustment Policy - **Heather Lee**
- b. Purchase Equipment through THSO Grant - **Lee Turner**
- c. Jefferson County Opioid Abatement Grant Agreement - **Lee Turner**
- d. Request to Surplus Retired Police Vehicles - **Andy Dossett**
- e. Cyber Security Matching Grant Program - **Allen Gillespie**
- f. Request designation as a Broadband Ready Community by TNECD - **James Gallup**
- g. Request to lower Speed Limit at Cora Road - **James Gallup**

6. Appointments

- a. **Parks and Recreation Committee** - The members are appointed for a two-year term by the City Council. The first term may be extended for an additional year in order to stagger the members' terms. The current members whose terms will expire in January of 2026 are: Desiree Dolan, Sherman Hannah, Bryan Miller, and Mindy Williams.
- b. **Parks and Recreation Committee** - A council member is appointed by the Mayor to the committee to serve for a two-year term. The appointment will expire in January of 2026. The current appointment is Sheala Purkey.
- c. **Regional Planning Commission** - The commissioners are appointed by the Mayor for a five-year term. The appointments will expire in January of 2026. The current appointments are Jeff Chitwood and Bill Newman.

7. Calendar/Upcoming Events

- a.** The November HZC/Regional Planning Commission/BZA meeting will be on Monday, November 24, 2025.
- b.** The December City Council Meeting will be on Monday, December 1, 2025.
- c.** The December Work Session will be on Tuesday, December 16, 2025.
- d.** The December HZC/Regional Planning Commission/BZA meeting will be on Monday, December 22, 2025.

8. Announcements

- a.** The City Offices will be closed on Thursday and Friday, November 27th and 28th for the Thanksgiving holiday.
- b.** The Christmas Tree Lighting Ceremony will be held on Saturday, November 29th from 5:30pm - 7:30pm.
- c.** The Christmas Parade will be Saturday, December 13th at 5:00pm, with the Christmas Market beginning at noon.

9. Adjourn



Finance Department AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Heather Lee, Utility Clerk

DATE: November 13, 2025

SUBJECT: Request to add Sub-section (8) to Title 18, Chapter 1, Section 18-128

BACKGROUND:

- Recently someone requested an adjustment for billing date August 26, 2025. Upon review of the ordinance, it was noted that there is no specified time limit for when adjustments may be requested.
- There is no sub-section in Title 18, Chapter 1, Section 18-128 **“Adjustments outlined”** outlining a time limit for water adjustments.
- Adjustments made after sixty (60) days from the billing date result in a negative consumption and cause the data for city financial reporting to be incorrect.

FISCAL IMPACT:

None. Prescriptive change only

REQUEST/RECOMMENDATION:

- I am requesting City Council to consider add sub-section (8) to Title 18, Chapter 1, Section 18-128 stating: “the UTILITY shall not be obligated to make adjustments of any bills not contested within sixty (60) days from the billing date.”

ATTACHMENTS:

- Ordinance 2025-07
- Policies from other entities

ADJUSTMENTS TO BILLS/LEAK ADJUSTMENTS

Policy # 2

1. The need to adjust a utility bill may be evident by a customer complaint of excessive billing or evidence of leakage on the customer side of the meter.
2. It is the customer's responsibility to keep his plumbing system in good working order.
3. No customer shall receive more than one leak adjustment during any twelve (12) month period.
4. The UTILITY will first determine that the meter was properly read. If an investigation of the meter and meter records establishes that the meter was misread a new bill amount will be issued calculated on the corrected reading. If there was failure of utility equipment a bill will be calculated on the average usage for three (3) months and the customer notified of the new bill amount.
5. If an investigation of the meter and meter record establishes that the meter was properly read and that there was no failure of utility equipment, the bill will remain valid and payable.
6. If the customer questions the accuracy of the meter, he may pay the utility bill in question plus a meter testing fee of \$25.00. The UTILITY will remove the meter and have a recognized meter testing company test the meter. The UTILITY will pay all costs associated with the testing of the meter.

If the meter proves to be accurate within guidelines established for used meters by the American Water Works Association (AWWA), it is deemed to be accurate. If the meter tests accurate, the customer forfeits the meter testing fee. If the meter does not meet AWWA accuracy standards, the UTILITY will refund the meter testing fee to the customer and replace the meter (9/9/91).

7. The following formula will be used for calculating leak adjustments:
The amount of the customer's three(3) prior months average usage x 2 will be billed at the regular rate. All over that amount will be billed at 110% of costs. If there is no prior usage or less than three (3) months, all prior usage and subsequent usage sufficient to obtain three (3) months history will be used for obtaining an average on which to use the formula (11/3/86). (Effective for in house adjustments not eligible for ServLine Program 1/1/16)
8. To be adjusted, the leak must not be readily evident to a reasonable person (such as leaks that are underground, within walls, or under floors) or the leak must occur while occupants are away from the premises.

Adjustments Policy

Page 2

9. Adjustments on water bills will NOT be made on the following:

- (1) Routine dripping faucets, leaking commodes, or any type of faulty customer plumbing.
- (2) Premises left or abandoned without reasonable care for the plumbing system.
- (3) More than one occurrence per twelve (12) months
- (4) Filling of swimming pools; and
- (5) Watering of lawns or gardens.

10. The UTILITY shall not be obligated to make adjustments of any bills not contested within Sixty (60) days from the billing date.

11. The UTILITY shall be under no obligation to extend the discount or due date or the time for paying any bills because the customer disputes the amount of the bill.

12. All requests for billing adjustments must be received by phone, in writing or in person at the business office of the UTILITY during regular business hours or official meetings of the UTILITY.

13. Customers must present to the UTILITY proof that a leak has been repaired before an adjustment will be made. (ie, copy of invoice for materials or bill from plumber)

14. In any case where a customer might incur a leak before there is three months of average usage, an adjustment through ServLine will not be made until they have established three months of average usage. The customer will be required to pay 20% of that leak bill. The customer will continue to pay 20% of the leak bill along with their current utility bill until the leak can be adjusted.

15. The manager or his designee shall keep a written report of the customer billing adjustments and the action of the staff regarding the adjustments. This adjustments journal will be presented the Board of Commissioners monthly for their approval.

16. As of January 1, 2016, this policy will not apply to **residential water customers** due to the implementation of the ServLine leak adjustment program. SGUD residential customers must make requests for billing adjustments thru the ServLine Program. Customers who decline to participate in ServLine will not be eligible for a leak adjustment. Customers who qualify for leak adjustments through our ServLine Program will be responsible for paying their 12-month average bill. ServLine will pay up to \$2500.00 of an excess water bill resulting from a qualifying leak. Adjustments of water bills will not be made on the following:

- (1) Routine dripping faucets, leaking commodes, or any type of faulty customer plumbing.
- (2) Premises left or abandoned without reasonable care for the plumbing system.

- (3) More than one occurrence per twelve (12) months
- (4) Filling of swimming pools; and
- (5) Watering of lawns or gardens.
- (6) If a leak occurs on more than one utility billing, the highest bill will be the one that the utility district will adjust leaving the other bills to be paid in full.

Amounts in excess of \$2500.00 will be the responsibility of the customer. Adjustments are limited to one leak adjustment per twelve (12) months. If a customer has opted out of the SGUD ServLine Program, there will be a 30-day waiting period, and the customer is responsible for any leak that may occur during that 30 days .

17. Residential customers who are not enrolled in the ServLine Program and have a leak on their utility bill will be granted a payment plan as follows:

- Up to \$500.00 – To be paid in 3 equal payments along with their regular monthly bill in order to avoid any disruption in service.
- \$500.00 - \$1000.00 – To be paid in 6 equal payments along with their regular monthly bill in order to avoid any disruption in service.
- Over \$1000.00 – To be brought to the board of commissioners to provide the Customer with a payment plan.

18. SGUD also provides a ServLine Line Protection Program for single-family residential customers. This service will be at a cost of \$4.95 and will be billed monthly to the customer on their utility bill. Customers are not automatically enrolled for this service and must contact ServLine Customer service to enroll. Eligible repairs are covered up to \$10,000.00 with no deductible. Existing customers who sign up for the line or loss repair after January 1, 2016 will have a 30 day waiting period for all claims.

Shady Grove Utility District
12/08/97
Amended 01/01/2016

Leak Adjustment Policy

1. The need to adjust a utility bill may be evident by a customer complaint or excessive billing or evidence of leakage on the customer's side of the meter.
2. It is the customer's responsibility to keep his/her plumbing system in good working order.
3. All requests for billing adjustments must be made through our Servline Program. Customers who qualify for leak adjustments through our Servline Program will be responsible to pay up to \$2,500.00 of an excess water bill resulting from a qualifying leak. Amounts in excess of \$2,500.00 will continue to be the responsibility of the customer.
4. The bill must be \$100.00 more than the average.
5. No customer shall receive more than one leak adjustment during any twelve (12) month period. Adjustments will only be made over two (2) consecutive billing periods.
6. The utility will first determine that the meter was properly read. If any investigation of the meter and meter records establishes that the meter was misread, a new bill amount will be issued, calculated on the correct reading. If there was failure of utility equipment, a bill will be calculated on the average usage for three (3) months and the customer notified of the new bill amount. If an investigation of the meter and meter record establishes that the meter was properly read and there was no failure of utility equipment, the bill will remain valid and payable.
7. If the customer questions the accuracy of the meter, they may pay a \$25.00 testing fee to have the meter checked for accuracy. The utility will remove the meter and have a recognized meter testing company test the meter. The utility will pay all costs associated with testing of the meter. If the meter proves to be accurate within the guidelines established for used meters by the American Water Works Association (AWWA) it is deemed to be accurate. If the meter tests accurate, the customer forfeits the meter testing fee. If the meter does not meet AWWA accuracy standards, the utility will refund the meter testing fee and adjust the customer's bill accordingly.
8. To be adjusted, the leak must not be readily evident to a reasonable person, such as leaks underground, within walls, under floors, or the leak must occur while occupants are away from the premises.
9. The utility shall not be obligated to make adjustments of any bills not contested with sixty (60) days from the billing date.
10. Customer must present proof that a leak has been repaired before an adjustment will be made (i.e. copy of invoice for materials or bill from plumber).
11. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
12. Adjustments on water bills will NOT be made on the following:
 - Routine dripping faucets, water left running, or leaking toilets
 - Watering of lawns or gardens
 - Filling of swimming pools or leaks in swimming pools
 - Irrigation systems, irrigation lines, garden hoses, leaks on any water line coming off primary water service line
 - Commercial or Industrial customers

JEFFERSON CITY, TENNESSEE

Ordinance 2025-07

AN ORDINANCE AMENDING THE JEFFERSON CITY MUNICIPAL CODE TO PROVIDE THAT THE UTILITY SHALL NOT BE OBLIGATED TO MAKE ADJUSTMENTS OF ANY BILLS NOT CONTESTED WITHIN SIXTY (60) DYAS FROM THE BILLING DATE.

BE IT ORDAINED, by the City Council of Jefferson City, Tennessee:

Section 1. Title 18, Chapter 1, Section 18-128. Adjustments Outlined. of the Jefferson City Municipal Code, is amended by the addition of the following sub-section (8):

(8) The UTILITY shall not be obligated to make adjustments of any bills not contested within sixty (60) days from the billing date.

Section 2. This ordinance shall become effective upon final passage, the public welfare requiring it.

Passed this:

First Reading: 1st day of December 2025
Second Reading: 5th day of January 2026

Mitch Cain, Mayor

Attest: _____
Bettina Chandler, City Recorder



FIRE DEPARTMENT AGENDA ITEM REPORT

TO: Mayor and City Council
FROM: Lee Turner, Chief
DATE: November 13, 2025
SUBJECT: THSO Grant

BACKGROUND:

- The Fire Department received a \$12,500 grant to purchase Jaws of Life equipment.
- The quote for purchasing the equipment from MES is \$13,995.26.
- The purchase price has been negotiated through SourceWell (the national bidding group).

FISCAL IMPACT:

The City would be responsible for the difference of \$1,495.26, due to the grant covering most of the purchase price.

REQUEST/RECOMMENDATION:

I request the Council waive the sealed bid requirement due to it being priced through SourceWell.

I also request a budget amendment for \$1,495.26 to cover the difference between the purchase cost and the grant.

ATTACHMENTS:

Quote from M E S dated 11/12/25



(877) 637-3473

Quote

Section 5, Item b.

Quote # QT1975257
Date 11/12/2025
Expires 12/12/2025
Sales Rep Jenkins, Timothy A
Shipping Method FedEx Ground
Customer JEFFERSON CITY FIRE DEPT (TN)
Customer # C37978

Bill To

JEFFERSON CITY FIRE DEPT
P.O. BOX 530
JEFFERSON CITY TN 37760
United States

Ship To

JEFFERSON CITY FIRE DEPT
104 CITY CENTER DRIVE
JEFFERSON CITY TN 37760
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
273949000-1C			SC 758 E3 Connect Combi - TOOL ONLY + CAPTIUM MSRP \$16,862.48	1	\$13,920.26	\$13,920.26

SourceWell Contract # 020124
Firefighting Equipment and Rescue Tools with Related
Supplies and Accessories
Jefferson City Membership ID # 28794

Subtotal \$13,920.26
Shipping Cost \$75.00
Tax Total \$0.00
Total \$13,995.26

Contact: C37978 JEFFERSON CITY FIRE DEPT (TN) : Lee Turner (865) 475-3616

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1975257



FIRE DEPARTMENT AGENDA ITEM REPORT

TO: Mayor and City Council
FROM: Lee Turner, Chief
DATE: November 13, 2025
SUBJECT: Jefferson County Opioid Abatement Grant Agreement

BACKGROUND:

- The County has received funding from defendants of the national opioid litigation. The settlement provides for payments to be spent for treatment and prevention programs.
- The funding has been awarded to the Jefferson City Fire Department for a pilot program to provide rapid detection of harmful substances.
- The Fire Department has been awarded funding in the amount of \$62,277 to purchase a mass spectrometer for identification of suspicious solids and liquids.

FISCAL IMPACT:

There is no direct cost to the City.

REQUEST/RECOMMENDATION:

I request that the City Council approve the proposed Agreement with Jefferson County.

ATTACHMENTS:

- Opioid Service Provider Agreement between The County of Jefferson and Jefferson City Fire Department

**OPIOID SERVICE PROVIDER AGREEMENT
BETWEEN**

**THE COUNTY OF JEFFERSON
AND
JEFFERSON CITY FIRE DEPARTMENT**

THIS AGREEMENT made and entered into by and between **Jefferson County**, a political subdivision of the State of Tennessee, (hereinafter referred to as the "County"), and **Jefferson City Fire Department, 104 City Center Drive, Jefferson City, TN 37760** (hereinafter referred to as the "Recipient"). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

RECITALS:

WHEREAS, the County has received and will continue to receive funding from defendants of the national opioid litigation (the "Opioid Litigation") and the resulting settlement of which the County was a participant. The County's claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until 2038 ("Settlement Payments"). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

WHEREAS, the County has established a local advisory council to make recommendations as to the use of the settlement payments; and

WHEREAS, based on the recommendations of the council, the County has determined to grant funding to the "Recipient" and the funding will be directed to **Jefferson City Fire Department & Public Health Partners Early Alert System** used to carry out and evaluate a pilot program to (1) provide rapid detection of harmful substance (i.e. fentanyl, xylazine, or other emerging dangerous drugs) that frequently result in overdose, (2) establish an interagency early alert information-sharing system among public health and public safety partners and (3) employ targeted opioid overdose prevention strategies in communities at risk for overdose. ("the Program"). Funding will be provided in amount not to exceed sixty-two thousand two hundred seventy-seven and 00/100 Dollars (\$62,277.00) (the "Award Amount"); and

WHEREAS, the County has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses.

WHEREAS, the Parties understand and acknowledge by executing this

Agreement the County will not provide additional funding in excess of the Award Amount, and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Recipient; and

WHEREAS, the Recipient is a qualified and experienced provider of the services herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Term and Termination**. This Agreement shall commence on its effective date and continue until it expires or is terminated as provided for herein.

A. **Term**. This Agreement shall commence on January 1, 2026, and continue until December 31, 2026.

B. **Termination**. Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the provisions of its related regulations and any reporting of program and service data. Program equipment purchased with the Award Amount funding shall be returned to the county upon termination of this Agreement.

2. **Scope of Services**. The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail.

Program equipment purchased with the Award Amount funding shall be returned to the county if used for purposes outside of the scope of services set forth in the attached Exhibit A.

3. **Compensation**. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount.

GRANT MODEL: The County shall pay the Recipient \$62,277.00 (Award Amount) for the costs necessary for or incidental to the performance of work as set forth in Exhibit A. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement shall not exceed the Award Amount. Any costs of the program and services in excess of the Award Amount shall be the sole responsibility of the Recipient.

Payment by the County to the Recipient is subject to the availability of funds as determined by and in the sole discretion of the County.

4. **Future Funding.** County is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that County has not made to Recipient any representations, promises, or assurances about future funding or other support.
5. **Recipient Monitoring and Reporting.** Within ten (10) calendar days of providing notice, to the extent permitted by applicable privacy laws, the County and its authorized representatives or designees have the right to inspect all physical Program locations, to inspect Recipient's records related to the Agreement, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate, provide reasonable assistance, and produce or compile any information reasonably requested. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded.

Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

If there is a remaining balance at the end of the Agreement, the Recipient may request a no-cost extension from the County to continue to use the funds for activities described in the Scope of this Agreement or return the remaining funds to the County within forty-five (45) calendar days.

6. **Right of Audit.** The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide to the County or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.
7. **Compliance with the Law.** The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.
8. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Tennessee, without regard to any Tennessee choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by, Federal law. In the event any disputes

arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Tennessee Courts whose jurisdiction and venue shall be established in accordance with the statutes and Rules of Court of the State of Tennessee. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Tennessee, in the district and division in which the County is located.

9. **Independent Contractor.** It is expressly understood and agreed that the Recipient is an independent contractor. The employees, servants and agents of the Recipient shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Recipient's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Recipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.
10. **Non-Discrimination.** The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. The Recipient shall include the language of this assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be regarded as a material breach of this Agreement.
11. **Indemnification and Hold Harmless.** The Recipient shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement and the approved List of Opioid Remediation Uses such that the County is required to return or forego any portion of the Settlement Payments.

The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

12. **Waivers; Remedies.** No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

In the event the Recipient is in breach of any provision of Applicable Law, or misuses the Award Amount funding in any way, it shall immediately, upon written demand from the County, repay all the funds previously received pursuant to this Agreement.

13. **Modifications, Amendments or Waiver of Provisions of the Agreement.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.
14. **Assignment or Subcontracting.** The Recipient shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Agreement without the express written consent of the County.
15. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
16. **Complete Agreement.** This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
17. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement's term or the termination of this Agreement.
18. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
19. **Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is

not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

20. **Non-Beneficiary Contract.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.
21. **Notice.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County:

Mark Potts, Jefferson County Mayor
214 West Main Street
Dandridge, TN 37725

If to Recipient:

Lee Turner, Jefferson City Fire Chief
104 City Center Drive
Jefferson City, TN 37760

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
23. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

Jefferson County

By: Mark Potts
(Signature)

By: _____
(Signature)

Name: MARK Potts
(Print or Type)

Name: _____
(Print or Type)

Title: MAYOR
(Print or Type)

Title: _____
(Print or Type)

Date: 11/03/2025
(Print or Type)

Date: _____
(Print or Type)

Exhibit A

Scope of Work

Approved objectives & activities:

- **OBJECTIVE 1:** Rapidly test substances at the scene to carry out appropriate, safe, and effective interventions. Activities include:
 - The Jefferson City Fire Department (JCFD) will purchase a mass spectrometer
 - JCFD will receive training on spectrometer use and safety
 - JCFD will respond to calls to test substances across a five-county region (Jefferson, Grainger, Hamblen, Cocke, and Sevier)
- **OBJECTIVE 2:** Establish a data tracking system to analyze incoming spectrometer results. Activities include:
 - JCFD will receive technical assistance from UT SMART to identify and employ the best methods to promptly & securely track and share results with partner agencies
- **OBJECTIVE 3:** Evaluate timeliness and accuracy of drug identification in field conditions. Activities include:
 - JCFD will determine the ideal timeframe for spectrometer deployment and timeliness metrics for pilot evaluation
 - JCFD will determine drug identification accuracy metrics for pilot evaluation
 - JCFD will share relevant information with UT SMART for pilot evaluation
- **OBJECTIVE 4:** Establish an effective interagency information sharing framework. Activities include:
 - UT SMART will consult with JCFD to identify agencies and establish formal partnerships for pilot program
 - UT SMART will consult with JCFD to develop protocol for information sharing with partner agencies
 - UT SMART will employ protocol to share spectrometer information with partner agencies
 - UT SMART will administer a satisfaction survey to all partner agencies for pilot evaluation
- **OBJECTIVE 5:** Identify public health intervention actions resulting from spectrometer information. Activities include:
 - UT SMART will develop an agency intervention assessment protocol
 - UT SMART will collect intervention information from partner agencies for assessment and pilot evaluation purposes
- **OBJECTIVE 6:** Full responsibility of the management of the interagency information-sharing framework is assumed by the JCFD
 - UT SMART will develop a program guide for continued management of the framework past the pilot period.
 - Jefferson City Fire Dept will assume full responsibility during the final phase of the pilot program.

Approved budget:

Expense or Activity	Description	Strategy Addressed	Cost	Quantity	Total Cost
Mass spectrometer	Agilent Resolve	JJ3, LL4, LL1	\$62,277.00	1	\$62,277.00
				Project Total =	\$62,277.00



POLICE DEPARTMENT AGENDA ITEM REPORT

TO: Mayor and City Council
FROM: Andy Dossett, Chief of Police
DATE: November 13, 2025
SUBJECT: Request to Surplus Retired Police Vehicles

BACKGROUND:

- Request to surplus retired police vehicles and auction via Govdeals
- The revenue from sales will assist with funding FY 25-26 police vehicles and equipment

FISCAL IMPACT:

- There is no impact to the budget.
- Revenue will be generated.

REQUEST/RECOMMENDATION:

- I respectfully request to surplus the below listed retired police vehicles and sell via Govdeals. These vehicles are no longer in service.

Ford Crown Victoria/ VIN- 2FABP7BV9BX119262

Ford Crown Victoria/ VIN- 2FAFP71W0XX196704

Ford Crown Victoria/ VIN- 2FAFP71W96X136452

ATTACHMENTS:



INFORMATION TECHNOLOGY DEPARTMENT
AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Allen Gillespie, Manager

DATE: November 12, 2025

SUBJECT: Cyber Security Matching Grant Program

BACKGROUND:

The City is eligible to apply for Cyber Security Matching Grant from Public Entity Partners (PEP). They will reimburse the City for up to 50 percent of the costs of the cyber security expenditures.

FISCAL IMPACT:

The City can be reimbursed for \$2,000.

REQUEST/RECOMMENDATION:

I request that the Council allow the City to submit a grant application to PEP for \$2,000.

ATTACHMENTS:

- 2025-26 Cyber Security Matching Grant Program Guidelines
- PEP Cybersecurity Matching Grant – Cover Sheet
- Proposed Resolution
- Managed Security Protect – Shield Work Order
- Master Services Agreement
- Customer Invoice



2025-2026 Cyber Security Matching Grant Program Guidelines

Public Entity Partners is pleased to announce the launch of the 4th annual
Cyber Security Matching Grant Program
 for all members who have **general liability coverage**, as of July 1, 2025.

OBJECTIVE: *To help members with general liability coverage, as of July 1, 2025 purchase cyber security tools, training and services designed to protect the organization from ransomware and social engineering, while increasing the member's ability to qualify for the Cyber Extension Coverage.*

Cyber Security reimbursable items and services include:

- Employee training designed to assist employees in identifying and protecting sensitive information; recognizing fraudulent emails and/or emails with dangerous links, and how to recognize social engineering tactics that can lead to loss.
- Multi-Factor Authentication (MFA) for access to email, remote access to computers and servers, and access to administrative accounts;
- Data backup and disaster recovery with the requirement of storing two backup copies onto different storage media and in different off-site locations.
- Advanced Threat Protection (ATP) to protect against malware and phishing attacks, and to monitor your network and systems for abnormal or suspicious activities.
- Endpoint Detection and Response (EDR) that focuses on a single "endpoint device" (such as a server or computer). EDR looks for threats that may have infiltrated a municipality's device by watching for suspicious activity.

Please read this information in its entirety before completing the application:

- 1) Public Entity Partners will **reimburse up to 50 percent** of the cost of the cyber security expenditure(s) with a maximum reimbursement based on the Priority Classification matrix rating.
- 2) **Matching grant funds must be used for cyber security related items or training.**
- 3) Applicants must be an existing member and must currently have **general liability coverage** as of 7/1/2025.
- 4) Applicants must be in good standing, current with applicable premiums with Public Entity Partners and **cooperative with previous loss prevention/loss control recommendations.**



DEADLINE: Friday, December 19, 2025 (close of business)

GRANT NOTIFICATION DATE: Week of January 19, 2026

ELIGIBILITY: Members with **General Liability Coverage** as of **July 1, 2025**. Your **expenditures** may be made between **July 1, 2024 and April 1, 2026**.

RULES FOR PARTICIPATION

1. **Applications must be submitted online.** The application is **DATE SENSITIVE** and is subject to available funds.
2. A signed **Resolution** or **Motion** (by the appropriate official: mayor or chairman of the board) passed by the governing body of the city/agency **MUST BE** provided. For boards of local government agencies that do not pass resolutions, a Motion is attached and may be signed by the appropriate Executive. In addition, also available on our website, please find a "fillable" Model Resolution/Motion, for your convenience.

NOTE: If your resolution/motion cannot be approved and signed when your application is ready, you may submit the application only. However, the Resolution/Motion must be sent no later than February 27, 2026. Since the application is date sensitive, it is NOT necessary to submit the application and resolution/motion together. Please note that your grant reimbursement check will not be sent to you until we have received this document.

3. Public Entity Partners will reimburse approved grants for one-half of the paid expenditures (50 percent), up to the maximum funding level for the participant's assigned classification.
4. If the Grant Committee approves your application, you will be asked to submit proof of payment(s) for your cyber security-related purchased item(s) before we can process your grant check. Invoices alone will NOT be used as proof of payment. **Please see Page 3 for mandatory checklist of items needed for Grant reimbursement.**



GRANT REIMBURSEMENT CHECKLIST:

1. "Notification of Approval" letter
2. Signed Resolution/Motion
3. Cover sheet listing description of items purchased, quantities, and grand total of all purchases. All receipts must follow in order of the cover sheet.
4. Two proofs of payment which must include the following:
 - 1) CANCELLED check/bank statement OR credit card receipt/credit card statement OR Automated Clearing House (ACH) OR Automated Funds Transfer (AFT)
 - 2) Copy of invoice OR purchase order (serving as the backup to the cancelled check or credit card receipt). Submitting invoices alone will not be accepted.

Forward all receipts/documentation to:

Tahtia Mitchell

Grant & Scholarship Program

Tmitchell@PEpartners.org

Fax: 615-371-9212

The deadline for us to receive your application and close this program is December 19, 2025 (close of business). Grant notifications will be distributed the week of January 19, 2026.

Only ONE grant application may be approved for each town/city/agency during any given FISCAL YEAR. You may not "roll-over" an application from one fiscal year to another.

If approved for a grant, your proof of payment for expenditures must be received in this office by April 1, 2026, or your grant money WILL be awarded to the next "pending" member's application.

PLEASE NOTE : The funding for this program is limited and is time-sensitive. It is important that you are diligent in filing for reimbursement. Members who continue to submit late reimbursement receipts may jeopardize their eligibility to receive a Grant the following fiscal year. Please do not delay and plan ahead to submit reimbursement items as soon as the Approval Notification letter is received.



GRANT CONSIDERATIONS: Consideration of grants will be based on a variety of issues, such as your entity's risk management practices, loss experience, and availability of funding and submission date.

1. The primary consideration will be the amount of available funding for the fiscal year.
2. Priority will be given to risk exposures noted in the loss control site surveys, recommendations and/or loss trends, and a history of sound risk management practices.
3. Priority will also be given to expenditures related to employee sensitive information protection, cyber security & social engineering training, Data Backup, and Multi-factor Authentication.



If you need to know about your classification or if you have additional questions, please contact:

Tahtia Mitchell
Grant & Scholarship Program
Tmitchell@PEpartners.org
1-800-624-9698

Rating Classifications Funding Levels
(based upon earned general liability premium for previous year 2024-2025)

- Class I – Up to \$2,000
- Class II – Up to \$1,500
- Class III – Up to \$1,000
- Class IV – Up to \$500
- Class V – Up to \$250

General Liability Coverage Classification Levels

- Class I – Contributed earned premium for the previous year \$100,000 or more in the requested coverage area.
- Class II – Contributed earned premium for the previous year between \$50,000 and \$99,999 in the requested coverage area.
- Class III – Contributed earned premium for the previous year between \$20,000 and \$49,999 in the requested coverage area.
- Class IV – Contributed earned premium for the previous year between \$10,000 and \$19,999 in the requested coverage area.
- Class V – Contributed earned premium for the previous year less than \$9,999.



**MODEL RESOLUTION
FOR GOVERNMENTAL ENTITIES**

**A RESOLUTION AUTHORIZING
THE CITY OF _____
TO PARTICIPATE IN
the *Cyber Security Matching Grant Program***

* * * * *

WHEREAS, the cyber security safety of the City of _____ is of great importance; and

WHEREAS, all efforts shall be made to provide a reduced liability for the City of _____ employees; and

WHEREAS, Public Entity Partners seeks to encourage secure cyber environment by offering *Cyber Security Matching Grant Program*; and

WHEREAS, the City of _____ now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF _____, TENNESSEE the following:

SECTION 1. That the City of _____ is hereby authorized to submit application for a *Cyber Security Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of _____ is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this _____ day of _____ in the year of _____.

Mayor

ATTEST:

City Recorder

**MODEL MOTION
FOR GOVERNMENTAL ENTITIES
THAT DO NOT UTILIZE RESOLUTIONS**

A MOTION AUTHORIZING

**TO PARTICIPATE IN
the *Cyber Security Matching Grant Program***

* * * * *

WHEREAS, the reduced liability of _____
_____ is of great importance; and

WHEREAS, all efforts shall be made to provide cyber protection for the
_____.

WHEREAS, Public Entity Partners seeks to encourage a secure cyber environment by
offering a *Cyber Security Matching Grant Program*; and

WHEREAS, the _____ now seeks
to participate in this important program.

I, therefore, move that the _____ is hereby
authorized to submit application for a *Cyber Security Matching Grant Program* through
Public Entity Partners; and that the _____ is further authorized
to provide a matching sum to serve as a match for any monies provided by this grant.

A motion was made by _____ and
properly seconded, and then passed on by the Board on _____ day of
_____ in the year of _____.

Appropriate Signature

PEP Cybersecurity Matching Grant — Cover Sheet

Applicant: City of Jefferson City

Grant Year: 2025–2026

Invoice Used for Reimbursement: VC3 Invoice VC3-219377 dated September 11, 2025

Prepared: November 12, 2025

Reimbursable Items (tied to invoice VC3-219377)

Service	Qty	Unit Rate	Line Amount	PEP Eligible Category	Claim?
Protect Shield (Managed Security bundle)	112	\$36.76	\$4117.12	ATP, EDR, Training (KnowBe4), SOC Monitoring, Email/DNS/Cloud Protection (ATP)	Yes
Office 365 Support	114	\$4.45	\$507.30	Not Eligible (support services)	No
Office 365 G3	73	\$24.15	\$1762.95	Partially eligible ONLY if specifically tied to MFA security features; otherwise generally not eligible	No
Office 365 G1	21	\$10.50	\$220.50	Not Eligible (productivity licensing)	No
Exchange Online Plan 1	20	\$4.20	\$84.00	Not Eligible (mailbox licensing)	No

Invoice Total: \$6,691.87

PEP-Eligible Subtotal (Protect Shield only): \$4,117.12

Requested Reimbursement (50% of eligible, Class I cap \$2,000): \$2,000.00

Notes

- Only cybersecurity-specific services are being claimed. Productivity and support line-items are NOT claimed.
- Protect Shield includes Dark Web monitoring, KnowBe4 training, Endpoint EDR, DNS/Web filtering, Email ATP, Cloud monitoring, and 24/7 SOC.
- MFA is implemented through Microsoft 365; however, we are not claiming base M365 license costs in this request.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF JEFFERSON CITY TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS (PEP) CYBER SECURITY MATCHING GRANT PROGRAM.

WHEREAS, maintaining a secure cyber environment and protecting sensitive information are essential to the operations and risk management of the City;

WHEREAS, Public Entity Partners offers a Cyber Security Matching Grant Program to assist members with eligible cybersecurity tools, services, and training;

WHEREAS, the City of Jefferson City seeks to implement and maintain cybersecurity controls including employee cybersecurity awareness training, multi-factor authentication, endpoint detection and response (EDR), advanced threat protection (ATP), and continuous monitoring with a 24/7 Security Operations Center (SOC);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jefferson City, that:

SECTION 1. The City is authorized to submit an application to Public Entity Partners for the Cyber Security Matching Grant Program for FY2025–2026.

SECTION 2. The City is further authorized to provide the required matching funds for any grant monies awarded under this program.

SECTION 3. This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

Adopted this ____ day of _____, 2025.

Mayor

ATTEST:

City Recorder

Jefferson City, TN

Managed Security Protect - Shield Work Order

Under the Master Services Agreement dated:



Work Order

Jefferson City, TN

Table of Contents

Overview of Work Order..... 3

Summary of Scope of Services & Fees..... 3

Deliverables & Services..... 6

Exclusions..... 7

Client Responsibilities..... 7

Assumptions..... 8

Invoicing..... 9

Addendum A – Service Desk Priorities..... 11

Addendum B – Maintenance Windows..... 13



Work Order

Jefferson City, TN

Overview of Work Order

This Work Order is part of, and incorporated into, the Master Services Agreement between Jefferson City, TN and VC3, Inc. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Summary of Scope of Services & Fees

VC3 will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 60 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

(See tables on next page)



Work Order

Jefferson City, TN

Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
Office 365 Products					
Office 365 G3	36.00	\$22.00	\$792.00	\$0.00	\$0.00
Office 365 G1	40.00	\$8.80	\$352.00	\$0.00	\$0.00
Exchange Online (Plan 1) <i>50GB Exchange Online Mailbox</i>	20.00	\$4.00	\$80.00	\$0.00	\$0.00
Office 365 Support (Non-VA/SA Seats)	76.00	\$4.12	\$313.12	\$0.00	\$0.00
One-Time Services					
Migration (Email) <i>Migration from existing Email solution to Microsoft Office 365 tenant.</i>	35.00	\$131.25	\$0.00	\$4,593.75	\$0.00
VC3 Protect - Managed Security					
Protect - Shield <i>Includes Dark Web Protect, Cyber Aware Essentials, Endpoint Protect, Web Protect, E-Mail Protect, Cloud Protect, 24/7/365 Security Monitoring and Quarterly Reporting</i>	96.00	\$33.99	\$3,263.04	\$0.00	\$0.00
Endpoint Protect - Device	6.00	\$14.99	\$89.94	\$0.00	\$0.00
Total Services Monthly:		\$4,890.10			

Notes:

- Prices shown above are valid for 30 days from date of work order.
- Recreation-3 G3, 1 G1--Migrate 4 employees
- Police-10 G3, 37 G1--Migrate 10 employees
- HR-1 G3, 1 EO--Migrate 2 employees
- Fire-4 G3, 14 EO--Migrate 4 employees
- Public Works-
- Utilities/Recorder/Admin--7 G3--Migrate 7 employees
- Buildings/Planing-2 G3--Migrate 2 employees
- James- 1 G3--Migrate 1 employees
- Council-5 EO



Work Order

Jefferson City, TN

- 100 endpoints, 2 servers---96 covered workstations with people, cover add'l 4 workstations and 2 servers with EDR
- Protect Shield price includes 10 year email archiving and KnowB4
- Public Works- 8 G3, 1 G1--Migrate 8 employees
- Migration, Implementation, and Setup Fees (One-Time Fees) totaling \$11,274.93 will be amortized in 12 equal payments of \$980.79 over the first 12 months of this agreement.
- In month 13, Monthly Fees will be reduced to the base of "Total Services Monthly" listed in Table A, which are \$4,890.10 at the onset of the agreement.
- Total Services Monthly fees may differ from base listed above in month 13 due to changes in quantities, line items, or other adjustments made by Client or Company.
- Monthly Fees for months 1-12 will be \$5,870.89.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$5,870.89	\$0.00

* One-Time fees may include implementation if required.



Work Order

Jefferson City, TN

Deliverables & Services

Managed Security Protect - Shield

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

VC3 will provide the following functions and services as part of this Work Order:

A. Managed Security Protect

1. Deployment & Implementation Services

- i. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting.
- ii. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform, configuring phish testing and periodic online cyber security training video.
- iii. Configure **Endpoint Protect** – Advanced threat hunting for endpoints. Includes deployment of a software package to all corporate servers and workstations with VC3 RMM deployed.
- iv. Provision **Web Protect** – Advanced DNS/Web protection platform.
- v. Provision **Email Protect** – Advanced Email Threat Protection platform. Includes deployment of the advanced email filtering services to the Clients' Microsoft 365 tenant.
- vi. Provision **Cloud Protect** – Cloud Platform Security Event and Incident Reporting platform. Includes deployment of the cloud monitoring services to the Clients' Microsoft 365 tenant.

2. General Managed Security Services

i. *24x7 Monitoring and Incident Response Services:*

1. Provide 24X7 Incident response services for all included deployed services.
2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.



Work Order

Jefferson City, TN

3. Provide 24x7 Partner Security Operations Centre (SOC) monitoring for all endpoints with Endpoint Protect deployed.
 4. 24X7 response to critical event driven Incidents.
 5. Utilize industry best practices for remote access, control and management of all devices.
- ii. *Quarterly Security Summary*. Includes a report of the activities that have taken place under this Work Order.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Work Order. The following exclusions and clarifications are intended to clarify the scope of services for this work order:

- A. When client requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- B. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.

Client Responsibilities

- A. Client will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Client is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Client will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
- D. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- E. Third party tool licensing may be required for additional cost.
- F. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's



Work Order

Jefferson City, TN

responsibility to engage VC3 to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

- G. Client may test VC3 monitoring and response capabilities by staging simulated or actual reconnaissance activity, system or network attacks, and/or system compromises. Such activities may be initiated directly by Client or by a contracted third party. Testing performed on newly added assets or data feeds should be communicated to VC3 via advance electronic or written notice to ensure VC3 have successfully onboarded new information and that all monitoring and response capabilities are working properly. Service Level Objective (s) will not apply during the period of such staged activities.

Assumptions

- A. The Work Order will not become effective unless and until it is agreed upon and signed by the Client and VC3.
- B. If VC3 is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. VC3 reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on VC3 by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- D. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- E. The items defined in this work order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
- F. VC3 will not be responsible for any unauthorized access, alteration, theft or destruction of Client Data, unless caused as a result of VC3's negligence or intentional misconduct, in which case VC3's only obligation and Client's exclusive remedy is for VC3 to use commercially reasonable efforts to restore the Client Data from the most recent back-up. VC3 is not responsible for unauthorized access, alteration, theft or destruction of Client Data arising from Client's own or its Authorized Users' actions or omissions in contravention of the Documentation.



Work Order

Jefferson City, TN

Invoicing

VC3 will invoice Client per Table C. VC3 will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	InvoiceAmount
One-Time Fees	Invoiced at signing of the Work Order.	\$0.00
Monthly Fee (60 Months)	Invoicing to begin when recurring services begin.	\$5,870.89
Annual Fee (60 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table B for implementation fee, monthly fee amounts, and pricing notes on adjustments to monthly fees in month 13..*

VC3, Inc

Jefferson City, TN

Signature _____

Signature _____

: _____

: _____

Name: Hunter LindsayName: James Gallup

Title: SVP of SalesTitle: City Manager



Work Order

Jefferson City, TN

Date: Jun 22 2023
--

Date: Jul 01 2023
--



Work Order

Jefferson City, TN

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.



Work Order

Jefferson City, TN

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%



Work Order

Jefferson City, TN

Addendum B – Maintenance Windows

All work performed within VC3's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on VC3's Hosting or Client Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".
During Scheduled Maintenance, some or all of VC3's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.
 - a. **Notification:** If VC3 decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting or Client Infrastructure within the control of VC3 is defined as "Emergency Maintenance".
Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.
3. The VC3 Hosting or Client Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.



Work Order

Jefferson City, TN



May 4, 2023

Dear Jefferson City, TN,

As an important client to VC3, Inc., we would like to invite you to participate in our payment plan using the Automated Clearing House (ACH). In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company's payment will be drafted via electronic transfer and automatically debited from your account at your financial institution. ACH will be used for all invoices, including new and previous agreements, and time and material invoices with VC3. The ACH Payment program has proven to be an efficient and cost-effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have 15 calendar days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 15th calendar day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to finance@vc3.com. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to directly withdraw funds from your financial institution.

Sincerely,

VC3, Inc.



Work Order

Jefferson City, TN



ACH Payment Authorization Agreement

Company Name: Jefferson City, TN

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name: _____ Title: _____

Signature: _____ Date: _____

Remittance Contact: _____

Contact Email: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this 01 day of Jul 01 2023, 2023 (the "Effective Date"), between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and Jefferson City, TN, a Government Entity having its principal place of business at 112 City Center Dr Jefferson City, TN 37760. ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order will contain "Work Order" in the title.

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties.

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such

Master Services Agreement

Jefferson City, TN

invoices within thirty (30) days from the date of such invoice.

2.3 Expenses. Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 Effect of Late Payment. All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 Collection Costs. Client shall reimburse Company for any expenses and costs it incurs to collect any amounts due to Company under this Agreement, including reasonable attorneys fees.

2.6 Taxes. Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. Term; Termination. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything

Master Services Agreement

Jefferson City, TN

to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 **Client Information.** Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by

Master Services Agreement

Jefferson City, TN

Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) **Return of Confidential Information.** Promptly upon termination of this

Master Services Agreement

Jefferson City, TN

Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 Limited Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.3 Notice Obligation; Remedy. Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.

Master Services Agreement

Jefferson City, TN

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY WORK ORDER (INCLUDING FOR ANY AMOUNTS IN EXCESS OF CLAIM AND/OR SERIES OF CLAIMS, WHETHER RELATED OR UNRELATED) WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY INFOR SERVICES OF COMPANY DURING THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BYTHE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). FOR THE AVOIDANCE OF DOUBT, ANY AMOUNTS PAID TO COMPANY OR CLAIM BY CLIENTFOR THIRD PARTY HARDWARE, SOFTWARE, PRODUCTS OR SERVICES SHALL NOT BE A PART OF AMOUNTS PAID FOR SERVICES OF COMPANY.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

7. Indemnity.

7.1 Infringement Claims.

Master Services Agreement

Jefferson City, TN

(a) **General.** Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnitor") each agrees to defend the other party (each an "indemnitee") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party hardware, software, products, materials or services) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, and the indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below, to indemnify and defend Company and hold Company harmless from any and all third party Losses arising out of the conduct of Client's business, including the use by Client of the Services.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply

Master Services Agreement

Jefferson City, TN

unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. General Provisions.

8.1 **Non-Hire Provision.** Each party to this Agreement agrees that it will not hire, employ, or contract with, or solicit to hire, employ, or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 **Recording.** (a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all Applicable Laws and Third-Party Rights when using recording features (this includes Client's obligation to obtain the consent, if required by applicable laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.2.

8.3 **Conflict.** Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase

Master Services Agreement

Jefferson City, TN

order, this Agreement shall prevail.

8.4 **Survival.** In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall continue to bind the parties.

8.5 **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and the State of Tennessee without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.6 **Forum.** All disputes arising under this Agreement shall be brought in the state or federal courts located in Tennessee, as permitted by law. The state and federal courts located in Tennessee shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.7 **Injunctive Relief.** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

8.8 **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.9 **No Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.10 **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.11 **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.12 **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.13 **Nondisclosure.** Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

Master Services Agreement

Jefferson City, TN

8.14 **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.15 **Assignment.** Neither this Agreement nor any rights or obligations of Client hereunder may be assigned, sold, or otherwise transferred by Client in whole or in part (including by merger, reorganization, consolidation, sale of all or any portion of the assets of Client or change in control of Client) without the prior written approval of Company. For the purposes of this Section 8.14 ("Assignment"), a change in control means a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Client as of the date of this Agreement.

8.16 **Right to Engage in Other Activities.** Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company's right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.17 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.18 **Entire Agreement.** This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

COMPANY:

VC3, Inc.

By: _____

Name: Hunter Lindsay

Title: SVP of Sales

CLIENT:

Jefferson City, TN

By: _____

Name: James Gallup

Title: City Manager

Master Services Agreement

Jefferson City, TN

Exhibit A
Hourly Rates

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 200.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 190.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 190.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	\$ 176.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 176.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 120.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 217.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays
Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.		



VC3, Inc.
1301 Gervais Street, Suite 1800
Columbia SC 29201
United States

Customer Invoice

Bill To
City of Jefferson City, TN 112 City Center Drive Jefferson City TN 37760 United States

Date	Invoice
9/11/2025	VC3-219377
Account	

Description: Office 365-Monthly Billing for September

Terms	Due Date	PO #	Currency
Net 30	10/11/2025		USD

Item	Quantity	Rate	Amount
Office 365 G3 (Governmental Community Cloud Pricing)	73	\$24.15	\$1,762.95
Office 365 G1 (Governmental Community Cloud Pricing) - NCE Annual Commitment	21	\$10.50	\$220.50
Office 365 Exchange Online (Plan 1) (Governmental Community Cloud Pricing) - NCE Annual Commitment	20	\$4.20	\$84.00
Office 365 Support	114	\$4.45	\$507.30
Protect Shield	112	\$36.76	\$4,117.12
Endpoint Protect	0	\$16.21	\$0.00

<p><u>Pay by Check:</u> VC3, Inc PO Box 746804 Atlanta, GA 30374-6804</p> <p><u>To pay by Credit Card/ACH/AutoPay using VC3 Customer Payment Portal (Centime):</u> Click HERE to Login to the Centime Customer Payment Portal.</p> <p><u>Pay By ACH outside of VC3 Customer Payment Portal:</u> Bank Name: PNC Bank Routing Number: 021052053 Account Number: 51843132</p> <p>Please contact accounts.receivable@vc3.com with any questions regarding Centime Customer Payment Portal login and invoicing questions.</p>	<p>Invoice Subtotal: \$6,691.87 Invoice Total: \$6,691.87 Payments/Credits: \$0.00 Balance Due: \$6,691.87</p>
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VC3-219377



OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager

DATE: November 14, 2025

SUBJECT: Request designation as a Broadband Ready Community by TNECD

BACKGROUND:

- The Tennessee Broadband Ready Community Program is an initiative established under the Tennessee Broadband Accessibility Act of 2017 to encourage local governments to support and accelerate broadband infrastructure expansion and digital adoption in their respective regions.
- The programs aims to reduce barriers for broadband providers, promote economic development, support telecommuting, and increase digital inclusion; thereby aligning community development with modern connectivity needs.

FISCAL IMPACT:

- Grants are reimbursable and there is no match requirement for non-competitive grants.
- Designated communities are eligible for special support, including up to \$100,000 for broadband activities such as public Wi-Fi expansion or digital literacy initiatives.

REQUEST/RECOMMENDATION:

- Staff recommends council review and approval of a resolution requesting designation as a Broadband Ready Community by the Tennessee Department of Economic & Community Development (TNECD).

ATTACHMENTS:

- Draft Resolution Requesting Designation as a Broadband Ready Community by TNECD.

JEFFERSON CITY, TENNESSEE

RESOLUTION 2025-XX

**A RESOLUTION REQUESTING JEFFERSON CITY, TENNESSEE TO BE
DESIGNATED A BROADBAND READY COMMUNITY BY THE TENNESSEE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

WHEREAS, Jefferson City, Tennessee finds that broadband internet availability is of critical importance to all people living in, visiting, and conducting business in Jefferson City, Tennessee; and

WHEREAS, the Tennessee General Assembly has enacted legislation that created the ability for Tennessee communities to be designated as "Broadband Ready Communities" through the Tennessee Department of Economic and Community Development, herein referenced as ("TNECD"); and

WHEREAS, Jefferson City, Tennessee seeks to promote private investment in broadband infrastructure; and

WHEREAS, Jefferson City, Tennessee seeks to be designated as a Broadband Ready Community pursuant to Tennessee Public Chapter 228, specifically T.C.A. § 4-3-709.,

PUBLIC CHAPTER 228, T.C.A § 4-3-709

"(a)(1) A political subdivision may apply to the department of economic and community development for designation as a "broadband ready community" pursuant to guidelines established by the department. The guidelines for designation must include a requirement that the political subdivision has adopted an efficient and streamlined ordinance or policy for reviewing applications and issuing permits related to projects relative to broadband services. "

NOW THEREFORE BE IT RESOLVED, by the City Council of Jefferson City, Tennessee, meeting in its regular session on this 1st day of December, 2025, as follows:

SECTION 1: That Jefferson City, Tennessee seeks designation as a Broadband Ready Community by the Tennessee Department of Economic and Community Development.

SECTION 2: As used in this resolution, "permit" means any local permit, license, certificate, approval, registration, or similar form of approval required by policy, administrative rule, regulation, or ordinance with respect to a project.

SECTION 3: As used in this resolution, "project" means the construction or deployment of wireline or wireless communications facilities to provide communications services in a unit.

SECTION 4: Notwithstanding any other provision of Jefferson City, Tennessee code, the following shall apply to a broadband project:

- (1) Jefferson City, Tennessee has:

- (A) No permit or application requirements relative to broadband projects or broadband buildout
 - (B) Designated herein a single point of contact in Jefferson City, Tennessee for all matters related to a broadband project
 - (C) No requirements for applications, forms or documentation related to a broadband project or for broadband buildout that may be undertaken by the electrical utility that serves Jefferson City, Tennessee
- (2) Jefferson City, Tennessee will not:
- (A) Require an applicant to designate a final contractor to complete a project
 - (B) Impose an unreasonable fee for reviewing an application or issuing a permit for a project. The fee will not exceed one hundred dollars (\$100)
 - (C) Impose a seasonal moratorium on the issuance of permits for projects
 - (D) Discriminate among communications services providers or utilities with respect to any action related to a broadband project, including granting access to public rights-of-way, infrastructure and poles, and any other physical assets owned or controlled by the political subdivision.
- (3) Jefferson City, Tennessee acknowledges that:
- (A) Tennessee Certified Broadband Ready Community has an affirmative duty to notify the TNECD of any changes to the information submitted as part of its application
 - (B) Failure to notify TNECD of changes may result in revocation of Jefferson City, Tennessee's Broadband Ready Certification
- (4) Jefferson City, Tennessee:
- Hereby designates the Jefferson City Information Technology Manager as the single point of contact for broadband projects for Jefferson City, Tennessee, (865) 475-9071.

SECTION 5. This resolution shall take effect immediately upon approval.

Approved this **1st day of December 2025**.

Bettina Chandler, City Recorder

Mitch Cain , Mayor



OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager
Porter Massengill, Public Works Director

DATE: November 14, 2025

SUBJECT: Request to lower Speed Limit at Cora Road

BACKGROUND:

- The City has received a request from a Jefferson City citizen requesting a lower speed limit on Cora Rd after reports of excessive speeding and lack of pedestrian safety in this residential area that has resulted in injury.
- Per city code, the speed limit is 30 mph unless otherwise indicated. Any changes require council approval. The citizen has requested the speed limit on Cora Rd. be lowered to 20 mph and signage placed for indication to all area residents.

FISCAL IMPACT:

- Cost for signage.

REQUEST/RECOMMENDATION:

- Citizen request has been reviewed by Public Works and they have no problem ordering a sign to accommodate said request upon Council approval at the December regular meeting.

ATTACHMENTS:

- Map of Area.

