

CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, March 1st, 2021 at 6:00 PM

Interim Supervisor Dr. Wylie Frederick Presiding

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes-** February 16th, 2021 Council Minutes. [Pg. 3](#)
- 4. Citizen Comments**
- 5. Public Hearing-**None
- 6. Ordinances/Resolutions/Proclamations-**None
- 7. Old Business**
 - a. Approval of Sharp back up service multi-year contract in the amount of \$79,704 dollars. David Schuelke. [Pg. 6](#)
- 8. New Business-**None
- 9. Boards and Commissions**
 - a. Appointment to the Hazel Pittman Board- Councilman Wilson. [Pg. 16](#)
 - b. Appointment to the Rural Fire Commission- Vice Chairman Branham. [Pg. 17](#)
 - c. Resignation from the Hazel Pittman Board- Councilman Vaughn. [Pg. 18](#)
 - d. Appointment to the Burnt House Meeting Cemetery Ad-hoc Board-County Council. [Pg. 19](#)
- 10. Executive Session**
 - a. Purpose of discussing Project Magma, Economic Development Project-Attorney Winters.
 - b. To discuss Economic Development Project 2024-Attorney Winters.
- 11. Council Actions Following Executive Session**
 - a. Action taken regarding discussion of Project Magma, Economic Development Project.
 - b. Action taken regarding discussion of Economic Development Project 2024.
- 12. Council Comments**
- 13. Adjourn**

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.

↓ *****PUBLIC NOTICE***** ↓

Any citizen who wishes to make a public comment at the County Council meetings can do so in the following ways:

1. You may submit your comments in writing to County Council by emailing Karen Lee, klee@chestercounty.org.
2. You may submit your comments by mail: Chester County Clerk to Council, Karen Lee, PO Box 580, Chester, SC 29706.
3. Anyone who wishes to appear in person before Council must register with the Chester County Clerk to Council by phone 803-377-7852 or by email at klee@chestercounty.org no later than 10:00 am on the day of the Council meeting. Such appearance will be limited to one (1) person to be permitted to enter the building while maintaining social distancing. The Clerk will confirm the appointment back to the requestor. A County employee will be on hand to open the back door of the Government Complex at the registered time. The individual may appear before Council for no more than three (3) minutes and will be required to leave the building immediately following their address to Council. Groups of presenters will not be permitted at this time, nor will individuals who have not registered by the deadline. All rules of social distancing as recommended by the CDC and the etiquette procedures of the County Council must be followed. Chester County Council remains committed and receptive to the comments of the citizens of Chester County and while the Council does not like these restrictions, they are being done in the interest of everyone's health.

Guidelines for Addressing Council

Citizens Comments:

- Each citizen will be limited to three minutes.

Public Hearings:

- Each speaker will be limited to three-minutes.

When introduced:

- Approach the podium, state your name and address
- Speak loudly and clearly making sure that the microphone is not obstructed
- Do not address the audience – direct all comments to Council
- Do not approach the Council table unless directed

Anyone addressing Council will be called out of order if you:

- Use profanity
- Stray from the subject
- Make comments personally attacking an individual member of Council

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Tuesday, February 16th, 2021 at 6:00 PM

Present: Interim Chairman Dr. Wylie Frederick, Vice Chairman Joe Branham, Councilman Brad Jordan, Councilman Mike Vaughn, Councilwoman Mary Guy, Councilman William Killian, Councilman Pete Wilson, Clerk to Council Karen Lee and County Attorney Joanie Winters. Rules of Procedure Section 2-59 and 60 were suspended.

1. **Call to Order-Interim** -Chairman Dr. Frederick called the meeting to order.
2. **Pledge of Allegiance and Invocation** -Pledge was recited in unison; Councilwoman Guy gave the invocation.
3. **Approval of Minutes**
 - a. **February 1st, 2021 Council minutes.**
Vice Chairman Branham motioned to approve, second by Councilman Vaughn. Vote 5-0 to approve.
Councilman Wilson was not present at the February 1st meeting and did not vote.
 - b. **February 9th, 2021 Council Workshop minutes.**
Councilwoman Guy motioned to approve, second by Councilman Jordan. Vote 5-0 to approve.
Councilman Killian was not present at the February 9th meeting and did not vote.
4. **Citizen Comments**

Danny Smith of 4934 Mobley Store Rd, McConnell, SC stated he was owner and operator of Skydive Carolina. Due to some discrepancies found by the building inspector in June of 2020, they have completed 85% of the items that were on the list. The business is dying on the vine right now since the employees are out of work. He asked if Council would give the authority to open back up and finish the other 15% on the list that were not safety issues.
5. **Public Hearing**-Dr. Frederick opened the public hearing. No one signed up to speak.
 - a. **3rd Reading of 2021-2** An Ordinance to Amend Chester County Ordinance No. 2020-16 the 2020-2021 Chester County Budget Ordinance in Certain Limited Particulars Only. (Chiller and boiler replacement Detention Center).
Dr. Frederick closed the public hearing.
6. **Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of 2021-2** An Ordinance to Amend Chester County Ordinance No. 2020-16 the 2020-2021 Chester County Budget Ordinance in Certain Limited Particulars Only. (Chiller and boiler replacement Detention Center.)
Councilman Wilson asked if this would be a reimbursement from annual bonding. Treasurer Tommy Darby said it would be a reimbursement resolution. Councilman Wilson motioned to approve, second by Vice Chairman Branham. Vote 6-0 to approve.
7. **Old Business**
 - a. **January Litter report and Litter/Nuisance Abatement Report- Dr. Frederick.**
Dr. Frederick stated 418 bags of litter and 2 tires were picked up in January.

8. New Business

a. **Approval of Sharp back up service contract in the amount of \$ 4,428.00 dollars. -David Schuelke.**

IT Director David Schuelke stated the contract in their packets had the wrong monetary value, in the revised contract the correct amount is shown. In 2016 before he started work with the County, the County went under contract with Sharp, the county was paying \$3600 dollars a month. The county is currently finishing up the last payment on that contract for managed network services and backup. He does the day to day operations for the servers himself but wants to continue to use their backup solution and remove the managed network services. The new amount would be \$2,214 a month for three years to back up the County's infrastructure. Attorney Winters stated there were two issues that would have to be addressed, number 6 and 10, indemnification and confidential information, there may be more. Attorney Winters asked to have it back on the March 1st agenda.

b. **Proposal to Change the Organizational Chart of Animal Control. - Dr. Frederick.**

Animal Control Supervisor Jeanna Laws asked Council to switch back the two part time positions into one full time position. She stated one of the part time employees was hard working and dedicated. Vice Chairman Branham asked how they were doing with overtime with the new process. Ms. Laws said it had helped, they still have some overtime but not as much. Councilman Wilson motioned to turn the two-part time animal specialist into one full time animal specialist, second by Vice Chairman Branham. Vote 6-0 to approve.

9. Boards and Commissions

a. **Appointment to the Catawba Regional Workforce Investment Board. -County Council.**

Vice Chairman Branham motioned to appoint Eric Ramey, second by Councilman Wilson. Vote 6-0 approve.

b. **Resignation from the Burnt House Meeting Cemetery Ad-hoc Board. County Council.**

Councilman Vaughn motioned to accept Harry Fudge, Jr's resignation, second by Councilman Jordan. Vote 5-1 to approve. Councilman Killian opposed.

c. **Resignation from the Airport Commission. -County Council.**

Councilman Jordan motioned to accept Wayne Goodyear's resignation, second by Councilman Vaughn. Vote 6-0 to approve.

d. **Appointment to the Airport Commission-County Council.**

Vice Chairman Branham motioned to appoint Dale Hinson, second by Councilman Vaughn. Vote 6-0 to approve.

e. **Resignation from the Hazel Pittman Board-Councilman Wilson.**

Councilman Wilson motioned to accept Tommy Grant's resignation, second by Councilwoman Guy. Vote 6-0 to approve.

f. **Reappointment to the Planning Commission- Councilman Wilson.**

Councilman Wilson motioned to reappoint Marvin Grant, second by Vice Chairman Branham. Vote 6-0 to approve.

g. **Reappointment to the Rural Fire Commission-Councilman Wilson.**

Councilman Wilson motioned to reappoint Andy Martin, second by Councilman Killian. Vote 6-0 to approve.

10. Executive Session

Councilwoman Guy motioned to go into Executive Session, second by Councilman Killian. Vote 6-0 to approve.

a. To Receive legal advice regarding Project Magma. Attorney Joanie Winters.

b. To Receive legal update on the Spec building. Attorney Joanie Winters.

c. To Receive legal advice regarding Agreement between Great Falls and County regarding recreation facilities. Attorney Joanie Winters.

11. Council Actions Following Executive Session

Vice Chairman Branham motioned to go back to regular session, second by Councilman Killian. Vote 6-0 to approve.

- a. **Action taken on legal update regarding Project Magma. Taken as information only.**
- b. **Action taken on legal update regarding the Spec building. Taken as information only.**
- c. **Action taken on legal advice regarding Agreement between Great Falls and County regarding recreation facilities. Taken as information only.**

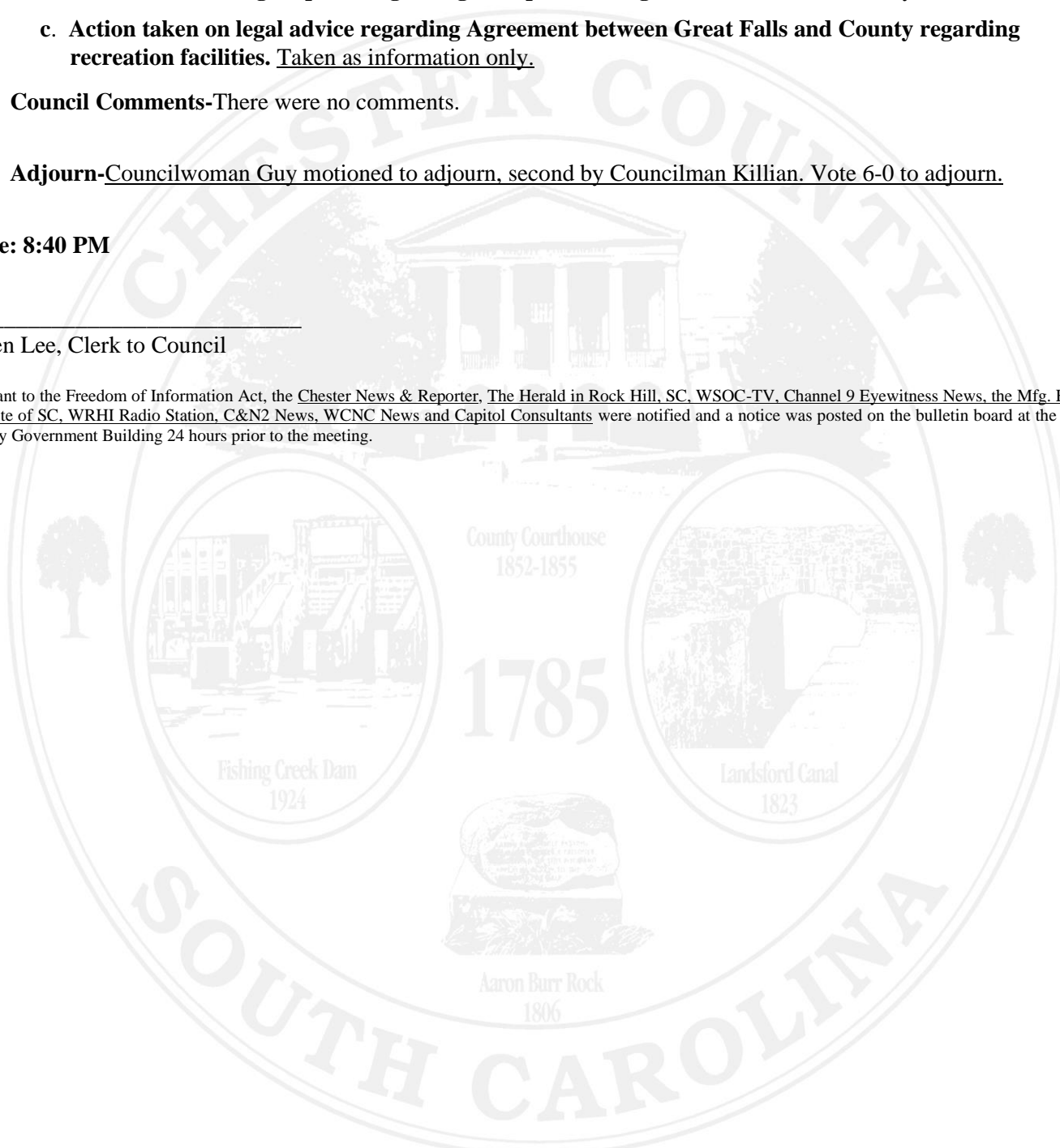
12. Council Comments-There were no comments.

13. Adjourn-Councilwoman Guy motioned to adjourn, second by Councilman Killian. Vote 6-0 to adjourn.

Time: 8:40 PM

Karen Lee, Clerk to Council

Pursuant to the Freedom of Information Act, the Chester News & Reporter, The Herald in Rock Hill, SC, WSOC-TV, Channel 9 Eyewitness News, the Mfg. Housing Institute of SC, WRHI Radio Station, C&N2 News, WCNC News and Capitol Consultants were notified and a notice was posted on the bulletin board at the Chester County Government Building 24 hours prior to the meeting.





Sharp Business Systems
4404-A Stuart Andrew BLVD
Charlotte, NC , 28217

INVOICE

PLEASE DIRECT ALL CORRESPONDENCE TO:

SHARP BUSINESS SYSTEMS

Tax ID: [REDACTED]

Duns Number: [REDACTED]

Bill To: 764291

CHESTER COUNTY
DO NOT MAIL
CHESTER, SC 29706

P.O. # 36673
VENDOR # 100056
ACCT. # _____
ACCT. # _____
VOUCHER # 248561
SIGNATURE [Signature]

Invoice No. 9003118103	Invoice Date 01/08/2021	Payment Terms Net 30 days	Due Date 02/07/2021																								
Invoice text: <table border="1"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td colspan="3">Contract: 8000191823</td> </tr> <tr> <td colspan="3">Period of Coverage: 01/01/2021 - 01/31/2021</td> </tr> <tr> <td>1TB-CS-D</td> <td>1TB CLOUD STORAGE DEFERRED</td> <td>1</td> </tr> <tr> <td>1TB-AD-D</td> <td>CONTINUITY247 FLEX PACKAGE ADD DEFERRED</td> <td>3</td> </tr> <tr> <td>ADDSCS</td> <td>ADDITIONAL SERVER TO CLOUD STORAGE</td> <td>1</td> </tr> <tr> <td>SM-D</td> <td>SERVER MANAGEMENT LICENSE DEFERRED</td> <td>8</td> </tr> <tr> <td>ADDSCS-D</td> <td>ADDITIONAL SERVER TO CLOUD STORAGE DEFER</td> <td>8</td> </tr> </tbody> </table> <p style="text-align: center;">Thank You For Your Business</p>				Item	Description	Quantity	Contract: 8000191823			Period of Coverage: 01/01/2021 - 01/31/2021			1TB-CS-D	1TB CLOUD STORAGE DEFERRED	1	1TB-AD-D	CONTINUITY247 FLEX PACKAGE ADD DEFERRED	3	ADDSCS	ADDITIONAL SERVER TO CLOUD STORAGE	1	SM-D	SERVER MANAGEMENT LICENSE DEFERRED	8	ADDSCS-D	ADDITIONAL SERVER TO CLOUD STORAGE DEFER	8
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ADDSCS-D	ADDITIONAL SERVER TO CLOUD STORAGE DEFER	8																									
Sales Amount \$3,333.00	Taxes \$266.64	Freight Amount \$0.00	Invoice Total \$3,599.64																								

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Invoice No. 9003118103	Account No. [REDACTED]	Due Date 02/07/2021
Sales Amount \$3,333.00	Taxes \$266.64	Invoice Total \$3,599.64
Remit To: SHARP ELECTRONICS CORPORATION DBA SHARP BUSINESS SYSTEMS Dept. AT 40322 Atlanta, GA, 31192-0322	To Pay by Credit Card, please call 800-476-3363	

VENDOR (1000249) SHARP BUSINESS SYS-NC

CHECK DATE	CHECK NUMBER	PAGE
01/08/2021	[REDACTED]	1 OF 1

INVOICE NUMBER	INVOICE DATE	PO NUMBER	ACCOUNT NUMBER	DESCRIPTION	INVOICE AMOUNT
7807773	12/26/20	36677	[REDACTED]	ACCT# [REDACTED]	1,767.96

1,767.96

CHESTER COUNTY
P.O. Box 580
CHESTER, SC 29706

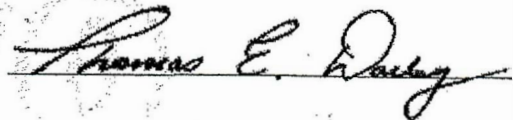
FIRST CITIZENS BANK
CHESTER, SC 29706
67-148/532

136028

DATE	AMOUNT
01/08/2021	*****1,767.96

PAY ONE THOUSAND SEVEN HUNDRED SIXTY-SEVEN AND 96 / 100

TO THE ORDER OF SHARP BUSINESS SYS-NC
PO BOX 911608
DENVER, CO 80291-1608



CONTINUED ON OVERFLOW PAGE(S)

See Reverse Side For Easy Opening Instructions

County of Chester
Operating Account
PO Drawer 686
Chester, SC 29706

[REDACTED]
SHARP BUSINESS SYS-NC
PO BOX 911608
DENVER, CO 80291-1608

SHARP BUSINESS SYSTEMS

PO BOX 911608
DENVER CO 80291-1608

Address Service Requested

CHESTER COUNTY, SOUTH CAROLINA
ACCOUNTS PAYABLE:
1476 J A COCHRAN BYPASS
CHESTER SC 29706-2187

Remittance Section

Contract Number 20229744
Invoice Date 12/26/2020
Due Date 01/16/2021
Total Due \$1,767.96

Amount Paid \$ _____

Write your contract number and make check payable to:

SHARP BUSINESS SYSTEMS
PO BOX 911608
DENVER CO 80291-1608



000202297442020122600001767966

Please return above portion with your payment. Do not enclose correspondence.

Account Information

CHESTER COUNTY, SOUTH CAROLINA
ACCOUNTS PAYABLE:
1476 J A COCHRAN BYPASS
CHESTER SC 29706-2187

Contract Number [REDACTED]
Invoice Number [REDACTED]
Invoice Date [REDACTED]
Due Date 01/16/2021
Total Due \$1,767.96

Summary of Charges

Previous Balance \$0.00
Current Charges \$1,767.96
Total Due \$1,767.96

Important Messages

Sales Tax

If equipment located in AL, DE, Chicago IL, or NM; the Sales Tax amount may include AL Rental Tax, DE Use/Lease Tax, Chicago Transaction Tax, or NM Gross Receipts Tax. If you have questions regarding Sales Tax, please contact us at 1.866.653.8795.

Online Access and Overnight Payments

View your account at - FinanceServiceCenter.com

For Overnight Payments Only:
SHARP BUSINESS SYSTEMS
1700 Lincoln Street
Lower Level 3 - Dept #1608
Denver, CO 80203

Questions and Correspondence

Email: [REDACTED]
Phone: 1.866.651.8795

Send Correspondence to:
SHARP BUSINESS SYSTEMS
PO Box 1283
Charlotte, NC 28201-1283
(Do Not Mail Payments To This Address)

Insurance Questions (Great American Insurance Co):
Phone: 1.866.223.6365
Email: [REDACTED]

P.O. # 36677
VENDOR # _____
ACCT. # _____
ACCT. # _____
VOUCHER # 248199
SIGNATURE [Handwritten Signature]

**To make any changes to your billing and/or equipment address or to enroll in electronic invoicing, please email your request to: clientsupport@financeservicecenter.com
See reverse side for detail of charges

Detail of Charges

CONTRACT NUMBER EQUIPMENT DESCRIPTION	DESCRIPTION	DATE DUE	AMOUNT DUE
20229744-1 1476 JA COCHRAN BYPASS BLVD CHESTER (CHESTER) SC 29706 1, DELL POWEREDGE R530 RACK SERVER Serial # 46X0182 1, DELL POWEREDGE R530 RACK SERVER Serial # 46XY082 1, DELL POWEREDGE R530 RACK SERVER Serial # 46XZ082	Rental Amount Sales Tax	01/16/2021 01/16/2021	1,487.00 118.96
20237075-1 1476 JA COCHRAN BYPASS CHESTER (CHESTER) SC 29706 1, DELL POWER EDGE T330 SERVER Serial # 9F2YFB2	Rental Amount Sales Tax	01/16/2021 01/16/2021	150.00 12.00



IT Services Proposal

Prepared For:

County of Chester

1476 J.A. Cochran Bypass Chester, SC 29706

Prepared For:

David Schuelke, County of Chester

803-385-0415

Prepared By:

Joe Grooms , Sharp Business Systems of North Carolina

Proposal Date: 2/2/2021

Proposal Expiration Date: 3/4/2021

Contract Effective Date: 3/1/2021

Contract Expires: 3/1/2024

Document UUID: [REDACTED]

Document Template #: [REDACTED]



Prepared For:
David Schuelke
david.schuelke@ChesterCounty.org
County of Chester
1476 J.A. Cochran Bypass
Chester, SC 29706
803-385-0415

Effective Date:
3/1/2021

Contract Length
3 Year(s)

Prepared By:
Joe Grooms
SBS North Carolina
4404-A Stuart Andrew Boulevard
Charlotte, NC 28217
704-523-3333

USA-SEC

Schedule #1

Table with 8 columns: #, Item Type, Item #, Description, Qty., Billing, Price, Extended Price. Row 1: 1, Other Monthly Services, MNS-6TB-CS, 24x7 Bysiness Continuity Backup, 1, Monthly, \$ 2,214.00, \$ 2,214.00. Summary rows: Project Labor Estimate \$ -, Monthly Estimate \$ 2,214.00, Hardware/ Software Estimate \$ -.

Comments

Empty box for comments.

Customer Authorizing Signature Date Sharp Authorizing Signature Date

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$165 per hour plus a travel fee, (see travel fee chart) will apply for each incident. Taxes may apply. Shipping fees may apply.

Statement of Work

USA-SEC [REDACTED]

6TB Cloud Storage Back up

- 6TB Data on-site and off-site cloud backup (Automatic data replication between multiple Datacenters)
- Backups as frequently as every 15 minutes
- 15 fixed cloud retention points (five daily, three weekly, six monthly, and one yearly)
- Spin up virtual machines on private network in the cloud in the event of disaster
- Bare-metal restores for Windows Servers
- Industry standard AES256 encryption (at rest & in transit)
- SAS70/SSAE 16 Certified Datacenters
- Monitored and Managed on-site/off-site back-up by NOC Technicians

Master Client Services Agreement

Sharp Business Systems

USA-SEC

This Master Client Services Agreement (this "Agreement") is between Sharp Electronics Corporation, a New York corporation, through its Sharp Business Systems division that maintains an office at 4404-A Stuart Andrew Boulevard Charlotte, NC 28217 ("Company"), and County of Chester, a Government that maintains an office for business at 1476 J.A. Cochran Bypass Chester, SC 29706 ("Client"). The Agreement shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

- 1) **SCOPE OF SERVICES.** Company agrees to assist Client with information technology and hosting services as set forth in Schedule 1 or Statement of Work ("SOW") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services") and attached hereto. To be effective, each SOW (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of this Agreement. Each SOW is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the terms of this Agreement and any SOW, the terms of the Agreement shall control. Company shall perform all Services in accordance with the relevant standard practices for the managed service provider industry, as well as those service levels explicitly described in any relevant SOW.
- 2) **PAYMENT.** Unless otherwise stated in a SOW, Client will make payment within ten (10) days of invoice being due. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant SOW. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances, including but not limited to collection fees, filing fees and court costs.
- 3) **AUTHORIZED CONTACT PERSON.** Client shall designate one or more authorized contact person(s) (each, an Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: David Schuelke . Likewise, Client may designate one or more Authorized Contact(s) with respect to individual SOW.
Each Authorized Contact shall be a point of contact for Company and shall be authorized to provide, modify and approve on Client's behalf, work direction, SOWs and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client that an Authorized Contact is no longer authorized to act on Client's behalf. If during the term of this Agreement, Client wishes to add or remove an Authorized Contact or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.
- 4) **ACCESS TO PREMISES:** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company access to the Premises and further grants Company a payment-free license to provide the Services described in any SOW within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's failure or denial to Company of full and free access to Client's systems and components thereof, or Client's failure or denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.
- 5) **WARRANTIES; LIMITATIONS OF LIABILITY**
 - a) Any third party products provided to Client by Company, pursuant to this Agreement including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such Third Party Products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products.
 - b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.
 - c) Client warrants and represents that it shall not use any systems or processes made available by Company to Client for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).
 - d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SOW(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY SOW(S) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THE PRECEDING SENTENCE.
 - e) Company shall not be responsible for failures to provide service if any of the following issues exist that are unrelated to Company's actions or inactions: (a) Client network issues, (b) changes made to the Client network not communicated to the Company, (c) loss of internet connectivity to the Client site for any reason, or (d) service failures that result from any actions or inactions of the Client contrary to the Company's recommendations.
- 6) **INDEMNIFICATION.** Company hereby agrees to indemnify, defend and hold the Client harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the grossly negligent acts or omissions, or intentional wrongful misconduct of the Company and/or the Company's employees or subcontractors. The Company further agrees to indemnify, defend, save and hold harmless the Client, its officers, current and former Council Members, agents and employees from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services, provided however, that such Damages are the result of the Company's actions and not due to the Client's fault, in whole.
- 7) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"), provided Creating Party's IP is not made by using or referencing to the other party owned intellectual property rights. The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party.
- 8) **TERM AND TERMINATION**
 - a) **Term.** This Agreement shall remain in effect for a period of thirty six (36) month(s) beginning on the Effective Date.
 - b) **Renewal:** The Agreement shall automatically renew for an additional twelve (12) months at then current rates unless either party gives written notice not to renew at least ninety (90) days before the end of the term of this Agreement.
 - c) **Default.** In the event that one party (a "Defaulting Party") commits a material breach of this Agreement (including failure to make a payment) or a SOW, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within thirty (30) days following receipt of written notice from the non-Defaulting Party.
 - d) **Equipment Removal.** Upon termination or expiration of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any) and make necessary assistance therefor.
 - e) **Transition.** In the event that Client requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond thirty (30) calendar days following the termination or expiration of this Agreement. Company shall be held harmless for and indemnified by Client against any and all claims, costs, fees or expenses incurred by either party that arise from, or are related to, Company's deletion of Client data beyond the time frames described in this Section.
 - f) **Impact.** Termination of a SOW shall not act as a termination of any other SOW or as a termination of this Agreement as a whole. Termination or expiration of this Agreement, however, shall act as a termination of all SOWs then pending, unless the parties agree otherwise in writing.
 - g) **No Liability:** Unless expressly stated in this Agreement and as permitted by law, neither party shall be liable to the other party or any third party for Damages arising from or related to, directly or indirectly, the termination of this Agreement for any reason by Company, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's

Master Client Services Agreement

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9) UPTIME; REMEDIES

- a) **Uptime.** Company shall use commercially reasonable efforts to ensure that the Services are available to Client on a 99% monthly average basis ("Uptime") except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occur due to a force majeure event.
- b) **Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company, but which shall not occur between the hours of 8 AM and 6 PM Monday through Friday without Client's authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use commercially reasonable efforts to provide Client with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.
- c) **Client-Side Downtime.** Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies in the Services to the extent that such delays or deficiencies are caused by Client's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.
- d) **Remedies; Limitations.** If Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, Client shall have the right to terminate this Agreement for cause by providing Company with thirty (30) days written notice of termination. The remedies contained in this paragraph and those in Section 8(c) above are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to Client for Company's failure to meet any service level during the term of this Agreement.
- e) **Exemption.** The parties acknowledge and agree that for the first thirty (30) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that there may be unanticipated downtime or delays due to Company's initial startup activities with Client.

10) CONFIDENTIAL INFORMATION

With respect to all confidential information disclosed under this Agreement by a disclosing party ("Disclosing Party") to a receiving party ("Receiving Party") ("Confidential Information"), the parties hereto agree as follows: (a.) the Receiving Party will not, without the prior written consent of Disclosing Party, disclose the Confidential Information to any third party and Receiving Party will take reasonable and customary precautions to prevent disclosure of such Confidential Information to any such third party; (b.) Receiving Party will make no use of the Confidential Information except to the extent necessary to perform the Services, and in no event will Receiving Party make any use of the Confidential Information for its own benefit or the benefit of any third party, and (c.) the confidentiality obligations of Receiving Party hereunder will terminate with respect to any particular portion of Confidential Information when Receiving Party can document any of the following: (i.) it was in the public domain at the time of Disclosing Party's communication thereof to Receiving Party, or it subsequently entered the public domain through no fault of Receiving Party, (ii.) it was in Receiving Party's possession free of any obligation of confidence at the time of Disclosing Party's communication thereof, or it was subsequently rightfully communicated to Receiving Party free of any obligation of confidence, or (iii.) it has been communicated by Disclosing Party to a third party free of any obligation of confidence. If Receiving Party is requested or required pursuant to a court order or subpoena or in any legal or administrative proceeding to disclose any Confidential Information, Receiving Party will promptly notify Disclosing Party of such request or requirement so that Disclosing Party may obtain an appropriate protective order. Each party will exercise commercially reasonable efforts to cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. The Receiving Party shall ensure that all of its personnel agrees to protect the other party's Confidential Information in accordance with this provision. The parties acknowledge that Client, as a public entity, is subject to disclosure under the Freedom of Information Act ("FOIA") and any requests under FOIA will be handled in the similar manner of a request or requirement under a court order, subpoena or other legal or administrative proceeding for disclosure.

11) MISCELLANEOUS

- a) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more
- b) **Amendment.** No amendment or modification of this Agreement or any SOW (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing and is signed by each party.
- c) **Time Limitations.** The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any SOW must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- d) **Severability.** If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW shall be valid and enforceable to the fullest extent permitted by applicable law.
- e) **Other Terms.** Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed SOW. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.
- f) **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement or the granting of an extension of the time for performance shall not constitute an Agreement to waive such terms with respect to any other occurrences.
- g) **Merger.** This Agreement, together with any SOW(s), sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- h) **Force Majeure.** Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God or any other events beyond the reasonable control of Company.
- i) **Insurance.** Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability with a limit not less than \$1,000,000 per occurrence. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.
- j) **Governing Law; Venue.** This Agreement and any SOW shall be governed by, and construed according to, the laws of the State of South Carolina. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in in the State of South Carolina, for any and all claims and causes of action arising from or related to this Agreement.
- k) **Waiver of Jury Trial.** THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY for any and all claims and causes of action arising from or related to this Agreement.
- l) **No Third Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- m) **Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.
- n) **Business Day.** If any time period set forth in this Agreement expires on a day other than a business day in Bergen County, New Jersey, such period shall be extended to and through the next succeeding business day in Bergen County, New Jersey.
- o) **Notices.** Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address as the parties may designate from time to time.
- p) **Independent Contractor.** Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.
- q) **Subcontractors.** Company may subcontract or delegate part or all of the Services to one or more third parties.
- r) **Counterparts.** The parties may execute and deliver this Agreement and any SOW in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

Master Client Services Agreement

Sharp Business Systems

USA-SEC [REDACTED]

[REDACTED]

- s) **Export.** Client will comply with applicable import, export control and economic sanction laws and regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain sanctioned countries and users, and for certain prohibited end uses, including, but not limited to, nuclear facilities, space or missile systems, and weapons systems (whether chemical, biological, or otherwise). Client agrees to comply with all such laws, regulations, orders, and policies.
- t) **Taxes.** Client will pay all taxes (if any) and assessments levied or payable as a result of ownership, sale, rental, use, or possession of delivered, installed, or repaired machines, accessories, and supplies.
- u) **Non-Interference.** Client agrees that it will not interfere with or attempt to impair any business relationship between Company and any third party. Client will not attempt, either directly or indirectly, to solicit, entice, hire or otherwise induce any employee of Company to terminate its employee relationship with the Company for twelve (12) months following the termination or expiration of this Agreement.
- v) **Derivative Works:** Client shall not (i) modify, copy or create derivative works based on the software; (ii) frame or mirror any content forming part of the software or Services, other than on Client's own intranets or otherwise for its own internal business purposes; or (iii) reverse engineer the software.
- w) **Parts Ownership.** All warranty service parts removed from the Client's devices become the property of the Company. Any warranty service parts removed from devices covered under this contract and retained by the Client will be purchased by the Client at current retail prices.
- x) **Additions and Substitutions.** Additions and Substitutions as related to the network, will need pre-approval by Company and may increase prices.

The terms and conditions of the **Master Client Services** apply in full to the services and products provided under the Statement of Work. **IN WITNESS THEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

AGREED AND ACCEPTED

Date: _____
Sharp Business Systems
By: _____
Name: _____
Position: _____

Date: _____
Client: _____
By: _____
Name: _____
Position: _____



Application for Chester County Boards, Commissions and Councils

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer.

Date: 2/17/2021

Board or Commission Appointment being sought: Hazel Pittman

Name: Tommy Mark Occupation: Solid

Street Address: 1591 Pinckney Rd

Mailing Address: (if different from above)

Telephone (Home): Cell:

E-Mail:

Date of Birth: 01/09/1953 SEX: M

If recommended by a Council Member, indicate name: Peter Wilson

In which Council District do you reside? Please indicate (1-6) 4

Are you presently serving on a County Board or Commission? NO If "yes" when does your term expire?

CONFLICT OF INTEREST STATEMENT: I, Thomas Mark, as a voting member of any Chester County board, commission or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) [Handwritten Signature]

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

Boards

- Accommodation Tax Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
Solid Waste Board
Zoning Board of Appeals
Construction Board of Appeals

Commissions/Committee

- Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawn Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission
Gateway Steering Committee
Ad Hoc Burnt House Cemetery Committee



Application for Chester County Boards, Commissions and Councils

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer.

Date: 2-23-21

Board or Commission Appointment being sought: Chester Rural Fire District Commission

Name: Eugene Hudson Occupation: Fire Fighter/Lt

Street Address: 1361 Moss Creek Dr, Chester, SC 29706

Mailing Address: (if different from above)

Telephone (Home): Cell:

E-Mail

Date of Birth: 12/07/67 SEX: M

If recommended by a Council Member, indicate name: Joe Branham

In which Council District do you reside? Please indicate (1-6) 3

Are you presently serving on a County Board or Commission? No If "yes" when does your term expire?

CONFLICT OF INTEREST STATEMENT: I, L. Eugene Hudson Jr as a voting member of any Chester County board, commission or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) [Handwritten Signature]

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

Boards

- Accommodation Tax Board
Board of Assessment of Appeals
Catawba Mental Health Board
Catawba Regional Council Government
Catawba Regional Workforce Board
Chester County Library
Hazel Pittman Center
Solid Waste Board
Zoning Board of Appeals
Construction Board of Appeals

Commissions/Committee

- Airport Commission
Chester County Parks & Recreation
Chester County Planning Commission
Chester Rural Fire District Commission
John Keziah Park Commission
Lando Rural Fire District Commission
Fort Lawn Fire Protection Commission
Olde English District Commission
Richburg Fire District Commission
Chester Metropolitan District Commission
Gateway Steering Committee
Ad Hoc Burnt House Cemetery Committee

Karen Lee

From: Michael Vaughn
Sent: Monday, February 22, 2021 11:19 AM
To: Karen Lee
Subject: Fwd: resignation

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From: [REDACTED]
Sent: Sunday, February 21, 2021 9:29:18 PM
To: Michael Vaughn <mvaughn@chestercounty.org>
Subject: resignation

Mike,

I have certainly enjoyed serving on the Hazel Pittman Center Board of Commissioners for the past eleven almost twelve years. For personal reasons however I'm going to have to resign, effective immediately.

Sincerely'
Marvin Keith Black



Application for Chester County Boards, Commissions and Councils

Chester County Council selects citizens for service on Council Appointed Boards and Commissions from individuals who have either volunteered, been recommended for appointment or shown interest in being appointed. The Clerk to Council uses this form to update the roster of volunteers and give Council basic information about each volunteer.

Date: 2-23-21

Board or Commission Appointment being sought: Burnt House Cemetery Committee

Name: Scott Coleman Occupation: Veterinary Assistant

Street Address: 151 West End Chester SC 29706

Mailing Address: (if different from above) _____

Telephone (Home): [REDACTED] Cell: [REDACTED]

E-Mail: [REDACTED]

Date of Birth: 07 / 07 / 60 SEX: M

If recommended by a Council Member, indicate name: Michael Vaughn

In which Council District do you reside? Please indicate (1-6) #4

Are you presently serving on a County Board or Commission? No If "yes" when does your term expire?
____/____/____

CONFLICT OF INTEREST STATEMENT: I, Scott Coleman, as a voting member of any Chester County board, commission or council, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.

(Signature) *Scott Coleman*

Board members shall serve at the will of the appointing Council member and terms shall also run concurrent with that of the appointer. Please check the appropriate box below.

Boards

- Accommodation Tax Board
- Board of Assessment of Appeals
- Catawba Mental Health Board
- Catawba Regional Council Government
- Catawba Regional Workforce Board
- Chester County Library
- Hazel Pittman Center
- Solid Waste Board
- Zoning Board of Appeals
- Construction Board of Appeals

Commissions/Committee

- Airport Commission
- Chester County Parks & Recreation
- Chester County Planning Commission
- Chester Rural Fire District Commission
- John Keziah Park Commission
- Lando Rural Fire District Commission
- Fort Lawn Fire Protection Commission
- Olde English District Commission
- Richburg Fire District Commission
- Chester Metropolitan District Commission
- Gateway Steering Committee
- Ad Hoc Burnt House Cemetery Committee