



CHESTER COUNTY COUNCIL MEETING

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, June 20th, 2022 at 6:00 PM

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance and Invocation**
- 3. Approval of Minutes**
 - a. June 9, 2022 Special Called Council Minutes.
 - b. June 13th, 2022 Special Called Council Minutes.
- 4. Citizen Comments**
- 5. Public Hearing**
 - a. **3rd Reading of Ordinance 2022-8** An Ordinance to Authorize the County of Chester, By Chester County Council, To Purchase The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference Upon Such Terms And Conditions As Described In Exhibit A.
- 6. Ordinances/Resolutions/Proclamations**
 - a. **3rd Reading of Ordinance 2022-8** An Ordinance to Authorize the County of Chester, By Chester County Council, To Purchase The Real Estate Described On Attached Exhibit "A" Which Is Incorporated Herein By Reference Upon Such Terms And Conditions As Described In Exhibit A.
 - b. **1st Reading in Title Only Ordinance 2022-11** An Ordinance for Fee schedules for development agreement fees and impact fees.
- 7. Old Business**
 - a. Council to approve a five-year agreement with Avenue Enterprise Solutions, LLC in the amount of \$3675 monthly for the Clerk of Court Office. Josh LaRussa and Rachel Johnson, Clerk of Court Office.
- 8. New Business**
 - a. Approval of bid # RFB 20-46.14 El Bethel Fire Department Parking Lot to Armstrong Contractors in the amount of \$182,421.72. Purchasing Director Susan Cok.
 - b. Approval of a 5-year contract with Pitney Bowes for a Postage Machine in the amount of \$563.75 per month. Purchasing Director Susan Cok.
 - c. Approval of Bid # RFP 2122-09 Janitorial Service to CleanNet of Charlotte in the amount of \$7,341.00 per month. Purchasing Director Susan Cok.
- 9. Boards and Commissions**
 - a. Resignation from the Rural Fire Commission. - Councilman Vaughn.
 - b. Appointment to the Rural Fire Commission. - Councilman Vaughn.

10. Executive Session

- a. To receive legal advice regarding Project 2213. Attorney Winters.
- b. To receive legal advice regarding Project 2237. Attorney Winters.
- c. To receive legal advice regarding Economic Development. Attorney Winters.
- d. To receive legal advice regarding the Sewer Referendum. -Attorney Winters.
- e. To receive legal advice regarding County Fire Services. Attorney Winters.
- f. To receive legal advice regarding the Hiring of the County Administrator. Attorney Winters.
- g. To receive legal advice regarding the distribution of development agreement fees. Councilman Jordan.
- h. To receive legal advice regarding the distribution of fee in lieu. Councilman Jordan.
- i. To receive legal advice regarding Richburg Millage. Councilman Jordan.
- j. To receive legal advice regarding a Magistrate Court decision. Attorney Winters.
- k. To discuss a personnel matter pertaining to the Parks and Recreation department. Attorney Winters.
- l. To discuss a personnel issue pertaining to Interim County Supervisor. Vice Chairman Branham.

11. Council Actions Following Executive Session

- a. Action taken regarding Project 2213.
- b. Action taken regarding Project 2237.
- c. Action taken regarding Economic Development.
- d. Action taken regarding the Sewer Referendum.
- e. Action taken regarding County Fire Services.
- f. Action taken regarding the hiring of the County Administrator.
- g. Action taken regarding the distribution of development agreement fees.
- h. Action taken regarding the distribution of fee in lieu.
- i. Action taken regarding Richburg Millage.
- j. Action taken regarding a Magistrate Court decision.
- k. Action taken regarding a personnel matter in the Parks and Recreation department.
- l. Action taken regarding a personnel issue pertaining to Interim County Supervisor.

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*** ↓

Chester County Council has relaxed some of the COVID measures put into place for personal appearances at County Council meetings but continues to encourage social distancing while in County facilities.

Guidelines for Addressing Council

Citizens Comments: Each citizen will be limited to three minutes

Public Hearings: Each citizen 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

SPECIAL CALLED

CHESTER COUNTY COUNCIL MEETING MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Thursday, June 9th, 2022 at 9:00 AM

Present: Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Wilson, County Attorney Winters, and Clerk to Council Lee.

Absent: Councilman Vaughn and Councilman Killian.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order.
2. **Executive Session-**Vice Chairman Branham motioned to go into executive session, second by Councilman Jordan. Vote 4-0 to approve.
 - a. Receive legal advice regarding APRA (American Rescue Plan Act). Attorney Winters.
 - b. Receive legal advice regarding the Sheriff's Office. Attorney Winters.
 - c. To discuss a personnel issue pertaining to Interim County Supervisor. Vice Chairman Branham.
3. **Council Action taken following Executive Session.**
Councilwoman Guy motioned to go back to regular session, second by Councilman Jordan. Vote 4-0 to approve.
 - a. **Action taken regarding APRA (American Rescue Plan Act).**
Vice Chairman Branham motioned in title only to amend 2021-16 to include funding for primary pay for county employees up to \$600,000 dollars, second by Councilman Jordan. Vote 4-0 to approve.
 - b. **Action taken regarding the Sheriff's Office.** Taken as information.
 - c. **Action taken regarding the personnel issue pertaining to Interim County Supervisor.**
Taken as information.
4. **Adjourn-** Vice Chairman Branham motioned to adjourn, second by Councilwoman Guy. Vote 4-0 to approve.

SPECIAL CALLED CHESTER COUNTY COUNCIL MINUTES

R. Carlisle Roddey Chester County Government Complex

1476 J.A. Cochran Bypass Chester, SC 29706

Monday, June 13th, 2022 at 9:00 AM

Present: Interim Chairman Dr. Frederick, Vice Chairman Branham, Councilman Jordan, Councilwoman Guy, Councilman Vaughn, County Attorney Winters, and Clerk to Council Lee.

Absent: Councilman Killian was absent. Councilman Wilson was absent with prior notification.

1. **Call to Order-** Interim Chairman Dr. Frederick called the meeting to order.
2. **Approval of Minutes**
 - a. **June 2, 2022 Special Called Council Minutes.**
Councilwoman Guy motioned to approve, second by Councilman Jordan.
Vice Chairman Branham was not present for the June 2nd meeting and did not vote.
Vote 3-0 to approve.
 - b. **June 6, 2022 Council Minutes.**
Vice Chairman Branham motioned to approve, second by Councilwoman Guy.
Councilman Vaughn was not present for the June 6th meeting and did not vote.
Vote 3-0 to approve.
3. **Ordinances/ Resolutions/Proclamations**
 - a. **2nd Reading of 2022-10 Amending Ordinance No. 2021-16, which provides for the use of ARPA funds, to include funding premium pay for county employees: and other related matters.** Vice Chairman Branham motioned to approve, second by Councilman Vaughn.
Treasurer Tommy Darby stated the original ordinance had two projects for Fort Lawn sewer and radio systems. The amendment adds premium pay to the ordinance. Premium pay is an authorized use of the ARPA funds and would allow the county to utilize those funds to pay employees that worked prior to June 6, 2021 when the State was in a state of emergency. The primary pay includes all full and part time employees of the county that worked during that period before June 6, 2021. He stated it would also include component unit of the county that would include the airport, library and paid full and part time firemen that was on during that time with the solicitor and public defender who worked within the county. Vote 4-0 to approve.
4. **Adjourn-**Councilman Vaughn motioned to adjourn, second by Councilman Jordan. Vote 4-0 to 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.



STATE OF SOUTH CAROLINA) Ordinance No. 2022-8
)
COUNTY OF CHESTER)

AN ORDINANCE TO AUTHORIZE THE COUNTY OF CHESTER, BY CHESTER COUNTY COUNCIL, TO PURCHASE THE REAL ESTATE DESCRIBED ON ATTACHED EXHIBIT “A” WHICH IS INCORPORATED HEREIN BY REFERENCE UPON SUCH TERMS AND CONDITIONS AS DESCRIBED IN EXHIBIT A

WHEREAS, under the Ordinances of Chester County, it is necessary for Chester County Council to pass an Ordinance and have a public hearing whenever it purchases property for the County.

WHEREAS, Chester County has expressed an interest in a certain parcel of land, within the County of Chester, South Carolina, and

WHEREAS, the proposed Seller has agreed to sell this parcel of land under the terms and conditions of the agreement of sale shown as Exhibit “A”, and

WHEREAS, Chester County Council has determined that it is in the best interest of the County and the citizens of Chester County to enter into an approved agreement of purchase concerning said property.

WHEREAS, Chester County Council must approve the terms of the agreement of the purchase of this property.

WHEREAS, the real estate being purchased by Chester County can be identified under Tax Map Number 080-03-03-001.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:

Chester County Council does hereby authorize the purchase of the real estate described on attached Exhibit "A" and under the terms and conditions stipulated in the agreement of purchase shown as Exhibit "A".

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this ____ day of _____, 2022.

CHESTER COUNTY, SOUTH CAROLINA

By: _____
Wylie G. Frederick, Interim Supervisor,
Chester County

[SEAL]

Attest:

By: _____
Karen Lee, Clerk to County Council
Chester County, South Carolina

First Reading:	May 16 th , 2022
Second Reading:	June 6 th 2022
Public Hearing:	June 20 th , 2022
Third Reading:	June 20 th 2022

Exhibit "A"

All that certain piece, parcel or lot of land situate, lying, being and situate approximately one (1) mile south of the City of Chester, in the County of Chester, State of South Carolina, at the intersection of S.C. Highway #97 and Secondary Highway S-12-103, and having the courses and distances, metes and bounds as shown on a plat thereof made by Fred J. Hager, R.L.S., dated July 7, 1976 recorded in Plat Book "O" at page 206, office of the Clerk of Court, for Chester County, South Carolina, said plat being incorporated hereto by reference. Being a portion of the identical property devised to the Grantor herein by Deed of record of W. Moffat White, dated August 2, 1976, and recorded on August 2, 1976, in Deed Book 482, page 9 LESS the certain 2.0 acres tract heretofore conveyed by Zenith Engraving Co., Inc., to South Carolina Employment Security Commission and more particularly described as follows:

BEGINNING at a point, said point located N. 57-57-50 W. 50.00 feet from the intersection of the 33.00 foot highway rights of way for S.C Highway #97 and S.C Highway No. S-12-103 (Wilson Street), and thence from said point BEGINNING with the 33.00 foot highway right-of-way for S.C. Highway #97 N. 57-57-50 W. 273.24 feet to a point; thence with a new line N. 14-12-22 E. 316.65 feet to an iron, thence with a new line S. 47-54-35 E. 354.26 feet to a point in the 33.00 foot highway right-of-way for S.C. Highway No. S-12-103 (Wilson Street); thence with said right-of-way S. 15-26-48 W. 200.00 feet to a point; thence S.68-44-29 W. 59.77 feet to the point or place of BEGINNING.

DERIVATION: This being a portion of the identical property conveyed to Richard D. Steele and Frank Darlington by deed of the Consolidated Group, Inc. dated April 29, 1988, recorded in the Office of the Clerk of Court for Chester County on January 19, 1989, in Deed Book 561 at page 213. See also, Deed of Distribution from the Estate of Frank Darlington to the trustees herein named, recorded September 24, 2008 in Deed Book 975 at Page 222.

TMS: 080-03-03-001



Agreement for Information Technology Products and Services

Avenu Enterprise Solutions, LLC
Chester County Clerk of Court

This agreement for information technology products and services (“Agreement”) is entered into by and between **Avenu Enterprise Solutions, LLC** (“Avenu”) 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, and **Chester County Clerk of Court**, a government entity in the State of South Carolina (“Client”), 140 Main Street, Chester, SC 29706. Avenu and Client (each individually a “party” and collectively the “parties”) agree as follows:

- 1. SERVICES** Avenu agrees to provide to Client the information technology products, software, and related materials (“System”) and perform for Client the services (“Services”) described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- 2. TERM** This Agreement will become effective on **May 8, 2022** (“Effective Date”) and shall continue through **May 7, 2027** unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”). At the end of the Term, the parties may agree in writing to extend this Agreement for an additional five (5) year period (“Extended Term”), subject to the termination provisions of this Agreement. In the event that an extension term is exercised and Hardware and/or Software upgrading is selected, the pricing will be based on vendor availability and the market cost prevailing at the time of renewal, which will be detailed in the agreement extending the services. At the end of the Extended Term, the parties may extend this Agreement by written amendment for an additional five (5) year period (also “Extended Term”), subject to the termination provisions of this Agreement.
- 3. PAYMENT** Client agrees to pay Avenu for the System and Services in accordance with the payment provisions set forth in Schedule A. Avenu shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Avenu will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Avenu will provide receipts or other reasonable documentation.
- 5. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.
- 6. DELIVERY AND ACCEPTANCE** Avenu will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Avenu will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Client

agrees to provide Avenu with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY With respect to information relating to Client’s business which is confidential and clearly designated as confidential or proprietary (“Client Confidential Information”), Avenu will instruct Avenu personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Avenu information that Avenu regards as confidential. However, Avenu shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Avenu; (iii) is independently developed by Avenu outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Avenu shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Avenu in the course of providing the Services.

8. AVENU PROPRIETARY INFORMATION Client agrees that Avenu methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Avenu, which may be disclosed to the Client, are confidential and proprietary information (“Avenu Confidential Information”). With respect to Avenu Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Avenu Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION Avenu and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Avenu subcontractors, or permitted consultants engaged by the Client without the other party’s prior written consent. The Parties understand that the Client is subject to the Freedom of Information Act and often received requests for information under this Act. The Client agrees to immediately notify Avenu if such a request is received or by operation of law, a subpoena for Confidential Information as defined in this Agreement so that Avenu may take appropriate actions to either deny the release of Confidential Information or to waive the protection of the Confidential Information for its release.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Avenu, Avenu employees, or by the authorized agents or subcontractors of Avenu as a part of the Services, including derivative works (individually and collectively “Avenu Intellectual Property”). The Services shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Avenu Intellectual Property shall vest solely in Avenu. Client understands and agrees that all Avenu Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Avenu. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Avenu or otherwise coming into the

possession of Avenu in connection with performing the Services or otherwise during the Term or Extended Term shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System.

12. DATA BACKUP Backup of the Client's data stored in the Avenu provided solution shall be handled solely in accordance with Avenu's Data Backup policies in existence at the time of purchase and as amended from time to time. Client will receive full data security through multi-tiered Avenu data backup, storage and recovery services that are included as part of this Agreement. In addition to the data backup on the cloud service provider, Client data will be backed up to one of Avenu's three centrally located commercial data centers (Atlanta, GA; Dallas / Fort Worth, TX; and Fresno, CA) deployed with Tier III/IV designations. Avenu Data Centers' storage and recovery services ensures that redundant copies of the data are safely stored and can be easily retrieved so that damages or a destroyed database can be easily repaired. Prior to using the Avenu-provided System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis, and immediately prior to the provision by Avenu of any warranty or maintenance Services, in accordance with standard industry back-up procedures in the written instructions for data back-up of the Avenu-provided solution that is provided by Avenu. In the event of an application failure and Avenu is unable to recover any or all lost or corrupted data, the responsibility and liability of Avenu for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Avenu shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of data entered into and contained in the System. Avenu will not be responsible for loss of Client data or software under any circumstances.

13. SOFTWARE LICENSE Avenu hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Avenu Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Avenu represents and warrants that Avenu possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Avenu Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Avenu Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Avenu Intellectual Property without prior written authorization by Avenu; and will not export any Avenu software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Avenu as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Client further agrees to use the third party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Client authorizes Avenu to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Avenu explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Avenu makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE If Avenu performs any of the Services on Client premises, Avenu agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Avenu will bear the risk of loss or damage to any hardware while in transit to or from Client installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES Avenu warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Avenu will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AVENU EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. AVENU AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Avenu; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Avenu; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Avenu; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Avenu prompt written notice that identifies each defect with specificity. Avenu will investigate and verify each reported defect. Upon verification by Avenu of a reported defect, Avenu shall (as determined by Avenu in the sole discretion of Avenu) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Avenu shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY Avenu warrants that during the Term any application software components of the System that are developed and owned by Avenu (including customized software components) and furnished to Client by Avenu under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Avenu. The provisions of this Section shall survive termination of this Agreement. The limited warranty

provided for Avenu software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Avenu; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Avenu; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Avenu; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, pandemic or epidemic, embargoes, or other governmental action, or cause beyond the reasonable control of a party (“Force Majeure Event”).

Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. RESERVED

21. LIMITATIONS OF LIABILITY



NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. AVENU SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT AVENU HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CLIENT UNDERSTANDS AND AGREES THAT AVENU EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENT OF INFORMATION PASSING THROUGH AVENU HOST COMPUTERS, SERVERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO AVENU UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF

INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO AVENU DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

Propose that we keep this in and increase this amount to "during the year preceding the claim."

22. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Avenu and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

23. TERMINATION FOR BREACH OR DEFAULT BY AVENU If Avenu materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

24. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this Agreement for breach. Termination by Avenu shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

25. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Avenu if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source. Client agrees to discontinue use of all hardware, software, and other Avenu-owned materials no later than the effective date of termination and return the

hardware, software, and other Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default. On and after the date of termination Avenu will discontinue all Services and indexes and images will no longer be accessible from Avenu. Client agrees to allow Avenu to remove any Avenu-owned hardware, software, and other Avenu-owned materials. Avenu will perform post-termination data conversion (to the extent possible) at the request of Client on a time and materials basis at the then-current applicable rates. If this Agreement is terminated for any reason during the first thirty-six (36) months of the Term, Client agrees to pay Avenu a termination fee in the amount of the unamortized cost of initial hardware and other start-up costs incurred by Avenu, as determined by Avenu and set forth in an early termination invoice.

The "Term" is defined in Section 2 of the Agreement and does not include any additional extension or Extended Terms. This provision states that the termination fees applies in the first 36 months of the Term, ie, the first 3 years of the initial 5 year term. If there is still any confusion about the time period, please propose language to clarify.

27. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Avenu may not be adequate for protection of Avenu, and accordingly Avenu shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

28. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Avenu and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Avenu shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

29. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Avenu:

Avenu Enterprise Solutions, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120

Attention: Contracts Department

To Client:

Chester County Clerk of Court
140 Main Street
Chester, SC 29706

Attention: Josh LaRussa

With Copy To:
Joanie Winters, Esquire
Chester County Attorney
105 Main Street
Chester, SC 29706

30. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining

terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

31. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the Client shall be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu shall notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor.

32. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

33. WAIVER OR FORBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

34. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

35. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of South Carolina, without reference to the principles of conflict of laws.

36. NON-SOLICITATION AND NON-HIRE Client shall not, without the prior written consent of Avenu knowingly solicit, recruit, hire, or otherwise employ or retain any employee of Avenu that is performing the Services or has performed any of the Services under this Agreement during the Term of this Agreement. This restriction includes former employees of Avenu who have performed any of the Services during the term of this Agreement during a period of one (1) year after that employee is no longer employed by Avenu. Because actual damages are difficult to determine if Client breaches the non-solicitation obligations under this Section, the parties agree that in lieu of an award of actual damages and not as a penalty, Avenu shall be entitled to, and Client shall pay to Avenu as the sole and exclusive remedy for breach, liquidated damages of two (2) times the salary and bonus target employee at the time his or her employment with Avenu. Nothing in this Section shall waive the right of Avenu to seek injunctive relief to compel compliance by a current or former employee with the obligations of a former employee not to use or disclose that any confidential or proprietary information of the former employer. The non-solicitation provisions of this Section shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee or former employee of

the other party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party. The provisions of this Section shall not prohibit either party from hiring employees of the other party if the status of the other party as a viable business entity so declines as to make it unlikely the party could retain the services of its employees.

37. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

Avenu Enterprise Solutions, LLC

Chester County Clerk of Court

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

STATEMENT OF WORK

This Statement of Work is incorporated in the Agreement for Information Technology Products and Services (“Agreement”) by and between **Avenu Enterprise Solutions, LLC** (“Avenu”) and **Chester County Clerk of Court** (“Client”).

A. SCOPE OF SERVICES

GRIDS IMPLEMENTATION & SUPPORT

AVENU RESPONSIBILITIES

Avenu shall perform the following Services for Client:

1. Install and implement the current version of Clearview GRIDS Land Records Management System, the Avenu cloud-based land records document management, imaging, and workflow software (“System”), at the Client site located at 140 Main Street, Chester, SC 29706.
2. Avenu will be responsible for the design, development, management, installation, training, and support of the System.
3. As part of System installation, the System will be configured to include the following modules and functions:
 - Cashiering
 - Indexing/Recording
 - Imaging
 - Searching/Retrieval
 - Reporting
 - Public access on Intranet
 - Public access on Internet
 - Automated Image and data back-up and replication
 - Workflow functions (Avenu will adjust workflow parameters, as appropriate)
 - Electronic Recording
4. As part of the installation services, Avenu will convert index data and image data that is provided by Client to Avenu in a format acceptable to Avenu. Client understands and agrees that Avenu cannot be responsible for any delays caused by data that is not readily convertible to the System or for delays caused by third party involvement in the data conversion process. Client further understands that any data conversion issues that arise after the Effective Date or were not previously made known to Avenu in writing may cause delays to the implementation schedule and require an amendment to this Agreement to provide for additional services and costs.
5. Avenu will add a link on USLandrecords.com Web site for Chester County.

6. Avenu will perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
7. Avenu will provide the initial education and training on the System. Initial education and training may include on-site and/or remote education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees.
8. Avenu will install, service, and maintain all Avenu-owned equipment (listed under “Hardware Configuration,” below) and software (listed under “Software,” below) installed at the Client site during the term of this Agreement.
9. The System will be hosted at an Avenu-owned certified data center and/or Avenu preferred cloud service provider. Client’s Environment will offer physical security, environmental control, full disaster recovery and redundant copies of index and images.
10. Hardware and software configurations are subject to technology advances and changes in vendor availability.
11. Avenu provides an additional layer of data backup for Clients using cloud-based replication. The data and images are replicated at a scheduled interval for backup and business continuity. This data can be used to rebuild/restore the data in the event of a failure.

HARDWARE CONFIGURATION for GRIDS

Dell OptiPlex 7490 All in One with 23.8” Flat Panel	3	Public Station
Dell OptiPlex 7490 All in One with 23.8” Flat Panel	2	Cash Station
Dell OptiPlex 7490 All in One with 23.8” Flat Panel	1	Scan Station
Fujitsu FI-7160	1	Scanner
Receipt/Validator – EPSON OmniLink TM-H6000IV	3	Receipt Validator
EPSON PS 180 Power Supply	3	Pwr Supply
Zebra GX430 TT 300 dpi Barcode	3	Barcode Printer
HP M610DN Duplex	3	Laser Printer
HP M610N/DN Sheet Feed Tray – 500 Pgs	3	Paper Feeder
Linksys SE3016 Switch 16Port	1	Switch
APC 600 ups	3	UPS for Workstations
APC SureArrest Perform	3	Surge Protector

SOFTWARE

Clearview GRIDS Records Management System

CLIENT RESPONSIBILITIES

1. Client understands and agrees that successful implementation of the System requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
2. Client agrees to provide all data to be converted in a file format agreed to by Avenu and at the time specified in the implementation plan.
3. Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations.
4. Client agrees to allow Avenu to schedule an Avenu support person to be on the Client site for all System installations.
5. Client will provide or purchase any and all book binders (with or without embossing), posts, flysheets, compact book binders (with or without embossing), linen paper, laser printer paper, receipt paper, any sort of printer ribbons or toner/ink cartridges, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies for scanners, cabling requirements, Internet access, and any other miscellaneous supplies needed.
6. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
7. Client will create any record books.
8. Client will package and deliver to Avenu the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.
9. Client will be responsible for providing high speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth for successful performance of the System.
10. Avenu will allow Client to interconnect the Client PC network and the Avenu network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general Internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
 - (a) Client will be fully responsible for restoring the System in the event of virus disruption.
 - (b) In the event of downtime determined by Avenu to have been caused by virus contamination of the System or traceable by Avenu to Client-installed software, Client agrees to pay Avenu for restoration of the System at the current Avenu hourly labor rate (\$150 per hour on the Effective Date of this Agreement and subject to change to reflect increased costs of labor and materials).

US LAND RECORDS (USLR) & Support

Avenu will perform the following services in support of the US Land Records (USLR) implementation:

1. Avenu will add and maintain a link on USLandRecords.com web site for Chester County.

ELECTRONIC RECORDING Implementation & Support

Avenu will perform the following Services in support of the eRecording implementation:

Avenu Responsibilities:

1. Support and maintain GRIDS to accept electronic recordings.
2. Work with the Client to define document types that are eligible for electronic submission.
3. Perform internal testing of the system.
4. Assist Client in user testing.
5. Conduct Remote training for staff on the eRecording process.
6. Support the Client with go-live upon Client acceptance of eRecording.
7. Go-live date to be determined based on project start date and resource availability.

Client Responsibilities:

1. Responsible for providing all required network connectivity and access to Avenu for the e-recording interface.
2. Work with Avenu to identify and define document types that are eligible for electronic submission.
3. Perform Client Acceptance Testing
4. Attend Remote Training
5. Provide Client Acceptance

DIGITAL PROCESSING SERVICES

1. Avenu will perform the following Services for Client, and Client agrees to pay Avenu for those Services at the rates as enumerated in the Digital Processing Services Pricing Matrix in Section C (Payment and Rates).

a) Image to Film and Duplication

- On a quarterly or monthly basis Avenu will procure from Client the most recently recorded images via electronic file transfers or Client-sent USB drive and create 16mm microfilm for images where the original image file is 11" x 17" or less in size and is a bitonal TIF. Image to Film services qualify for official documents that have been recorded into an Avenu system during the term of this contract.

- Upon notification from Client, Avenu will provide to Client (or third parties designated in writing by an authorized representative of Client) Diazo or Silver duplicate copies of the 16mm archival roll film of the documents contained in the range of records as requested in writing by Client.

b) Index Reports

- Upon notification from the Client that they wish to obtain an Index report for a specific date range, Avenu will provide the Client with the requested index listings in strict alphabetical order.
- Avenu will provide index reports in the form of an electronic PDF file which can be emailed or printed by the Client.

c) Plat Services

- Client will send 24" x 18" paper plats to Avenu's Dallas facility.
- Avenu will scan and create 35mm microfilm of the plats.
- Avenu will burn plat images to CD/DVD.
- Avenu will send film to South Carolina State Archives.
- Avenu will duplex print, custom punch (4RH 1/4" - 8" - 7" - 8" CC) and laminate plat prints.
- Avenu will send plats and CD/DVD back to Client.

2. Avenu can perform the following Optional Services for Client upon written request, and Client agrees to pay Avenu for those Services at the rates as enumerated in the Optional Digital Processing Services Pricing Matrix in Section C (Payment and Rates).

a) Film Storage and Retrieval

- Avenu-processed archival 16mm microfilm can be added to Avenu's film storage facility in sequential order, labeled per Client specifications, and updated on the microfilm inventory report. Avenu will provide microfilm storage for Client during the term of this Agreement.
- Avenu can store additional microfilm sent by Client. Upon receipt of film from Client, Avenu will test the microfilm for quality and storability and will provide an audit report to Client for all film received and inspected.
- Avenu can provide print or scan on demand services for Clients who store their film in Avenu's film storage facility. Client agrees to pay Avenu a fee for each roll pulled and/or searched, plus a fee per frame printed or scanned. Upon completion of prints or scans, Avenu will return Client's film to storage. Prices quoted are for 25% linen ledger paper. Specialty paper and custom hole punching can be provided with custom quotes at any time.

b) Full-Service Indexing

- Avenu can provide full-service indexing of land record documents that have been recorded by Client. Avenu will perform 100% verification of all records we index.

c) Archival Prints

- Upon request from Client, Avenu can create archival prints of document images provided by Client where the original document dimensions were 11” x 17” or less.
- Client will assemble the physical books of the real property documents.

B. ACCEPTANCE AND TESTING

1. Client shall have ten (10) business days after notification by Avenu that the System is ready for acceptance to inspect and accept the System delivered and installed by Avenu or decline to accept the System. If Client declines to accept all or any part of the System, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the System in writing. However, if Client fails to decline to accept the System and deliver a written list of deficiencies to Avenu within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client. Client understands and agrees that minor defects (i.e., defects that do not inhibit the System from operating in substantial accordance with Avenu specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Avenu as part of ongoing warranty or maintenance of the System.
2. Client will have ten (10) business days after notification by Avenu that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Avenu within ten (10) business days after receipt of notice of delivery, the Services will be deemed to have been accepted by Client.

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C. PAYMENT AND RATES

Avenu will invoice Client on a monthly basis for the Services based on the following price schedules.

Services	Price
Clearview GRIDS Land Records Management System	\$3,100.00 per month
Online Search Portal & Cloud Hosting fees	\$575.00 per month
<p>All revenue (after deduction of all transaction fees) will be split between Avenu and the Client (80% Client - 20% Avenu). If the Client discontinues approval of this arrangement for fee collection, Avenu will discontinue the service or negotiate with the Client for an additional fee that the Client will pay to Avenu for continuation of the Services.</p> <p>The Client has the following options with respect to payment of the 80% Client share of revenue received by Avenu for public access to and printing of documents:</p> <ul style="list-style-type: none"> (a) The Client can use this revenue as a credit to offset the fees due from Client to Avenu for the month in which the Internet hosting charges are collected by Avenu; or (b) Avenu can remit this revenue to the Client on a monthly basis via check. <p>If the Client elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to Avenu, Avenu will retain the excess Client share of revenue (rather than remit the balance to the Client) to offset any difference that would otherwise be owed to Avenu in subsequent months. However, Avenu will retain a credit balance no longer than twelve (12) months from the month in which the Internet hosting charges are collected by Avenu. If the Client does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by Avenu to the Client via check.</p>	

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Digital Processing Services Pricing Matrix

Client should notify Avenu in writing of any defect that requires remediation. If not notified to the contrary, Avenu will deem all deliverables as acceptable by Client and will consider all invoicing of said deliverables to be due and payable upon receipt or according to such terms as defined in the contract. Avenu and Client understand that quantities, if listed, are often estimates and that Avenu will invoice Client for actual quantities of service items performed and/or produced.

Service	Pricing
Image to Film	\$.05 per image
Diazo Duplication of 16mm Roll Film	\$47.00 per duplicate roll
Silver Duplication of 16mm Roll Film	\$65.00 per duplicate roll
Index Report Electronic PDFs	\$.06 per PDF page
Plat Services	\$10.00 per plat scanned, filmed, punch, laminated
<i>All shipping charges at Client Expense</i>	

Optional Digital Processing Services Pricing Matrix

Service	Pricing
Film Storage in Avenu's Vault	\$1.50 per roll annually
Film Retrieval First Roll per Request	\$21.50 per first roll
Film Retrieval Subsequent Rolls per Request	\$1.75 per subsequent roll
Diazo Duplication of 16mm Roll Film	\$47.00 per duplicate roll
Silver Duplication of 16mm Roll Film	\$65.00 per duplicate roll
Pull Roll for Print/Scan on Demand from Roll Film	\$21.50 per roll pulled and/or searched
Print/Scan on Demand from Roll Film \$50 minimum charge	\$1.25 per frame scanned or printed (25% linen punched to spec)
Full Service Indexing	\$2.50 per typed document indexed
Archival Prints	\$1.25 per print (25% linen punched to spec)
<i>All shipping charges at Client Expense</i>	



Chester County, South Carolina

Office of Purchasing
1476 J.A. Cochran Bypass
Chester, SC 29706

Date: June 20, 2022

To: County Council

From: Susan M. Cok

Subject: Approval of Bid – El Bethel Fire Department Substation Parking Lot

Chester County Council Members,

On May 5, 2022, the Purchasing Office and Public Works Dept. issued RFB 20-46.14. The bids were opened on May 26, 2022. There were 2 bids received and our recommendation is to award the bid to the lowest bidder Armstrong Contractors out of Columbia, SC in the amount of \$182,421.72.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement




Certified Bid Tabulation
El Bethel Fire Department Parking Lot
RFB 20-46.14
Thursday, May 26, 2022, 2:00 PM



ITEM	DESCRIPTION	UNIT	QUANTITY	COMPANY NAME		COMPANY NAME	
				Lynches River Contracting, Inc.		Armstrong Construction	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Bonds and Insurance	LS	1	\$5,000.00	\$5,000.00	\$6,005.00	\$6,005.00
2	Mobilization	LS	1	\$13,000.00	\$13,000.00	\$11,275.00	\$11,275.00
3	8" Reclamation	SY	2663	\$20.00	\$53,260.00	\$15.69	\$41,782.47
4	Portland Cement @ 60 LBS per SY	TON	80	\$300.00	\$24,000.00	\$223.02	\$17,841.60
5	24' White Thermo Stop Bar 125 Mil	LF	18	\$75.00	\$1,350.00	\$14.64	\$263.52
6	4" White Lines Thermo	LF	300	\$9.00	\$2,700.00	\$1.83	\$549.00
7	2" HMA Surface Course Type C	SY	2663	\$25.00	\$66,575.00	\$16.65	\$44,338.95
8	2" HMA Intermediate Type C	SY	2663	\$25.00	\$66,575.00	\$16.36	\$43,566.68
9	Sidewalk Removal	SY	25	\$80.00	\$2,000.00	\$31.72	\$793.00
10	Parking Bumpers	EACH	11	\$700.00	\$7,700.00	\$91.50	\$1,006.50
11	Landscaping and Sprinkler System	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
				TOTAL	\$257,160.00	TOTAL	\$182,421.72
				Ranking	2	Ranking	1

The signature below certifies that the bids tabulated herein are an accurate summary of the bids received and that any discrepancies have been identified and corrected. Based on the bid tabulations herein, **Armstrong Contractors**, is the lowest responsive bidder.

Signature 

 William L. Coleman, Jr.
 Project Manager

 Date 5/26/2022



Sourcwell State & Local FMV Lease

Agreement Number																				

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee CHESTER COUNTY
Tax ID # (FEIN/TIN)

Sold-To: Address
1476 J A COCHRAN BYP, CHESTER, SC, 29706-2187, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Susan Cok	8035812829	0011303565

Bill-To: Address
1476 J A COCHRAN BYP, CHESTER, SC, 29706-2187, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
		0011212315	

Ship-To: Address
1476 J A COCHRAN BYP, CHESTER, SC, 29706-2187, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Susan Cok	8035812829	0011303565

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWV	5lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSE	Connect+ 160/95 LPM Speed
1	AZBB	SendPro P2000 Series
1	AZBE	SendPro P Series Mono Print Module
1	CAAB1	Basic Cost Accounting for PSeries
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MSD2	15in Color Touch Display
1	MSPS	SendPro P Series Power Stacker

1	MW96000	Weighing Platform
1	SJM2	SoftGuard for SendPro P2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	SYAB21	Analytics - 2 Products
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 563.75	\$ 1,691.25

- Tax Exempt Certificate Attached
 Tax Exempt Certificate Not Required
 Purchase Power® transaction fees included
 Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 011322-PIT, effective date March 3, 2022 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 1/22) which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 8 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

011322-PIT
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Joseph Graziano	joseph.graziano@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



Chester County, South Carolina

Office of Purchasing
1476 J.A. Cochran Bypass
Chester, SC 29706

Date: June 20, 2022
To: County Council
From: Susan M. Cok
Subject: Approval of Bid – Janitorial Services

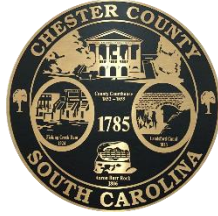
Chester County Council Members,

On May 9, 2022, the Purchasing Office and Facilities Maintenance Dept. issued RFP 2122-09 for 17 locations. The bids were opened on May 31, 2022. We would like to award the bid to CleanNet of Charlotte. The monthly amount will be \$7,341.00. If awarded, the contract will begin August 1, 2022, and end June 30, 2023, with 2 optional one-year renewals.

Respectfully,

Susan M. Cok

Susan M. Cok,
Director of Contracts and Procurement



Bid Tabulation

RFP 2122-09 Janitorial Services

May 31, 2022 @ 2:00 pm

Bidder	Agreement Form	Non-Collusion Affidavit	Certificate of Familiarity	Bid Form	Bid Total
Miss Terry's Cleaning Service – Rock Hill, SC	√	√	√	√	\$2,230.00
CleanNet of Charlotte, Inc. – Charlotte, NC	√	√	√	√	\$7,341.00
American Facility Services, Inc. – Alpharetta, GA	√	√	√	√	\$9,067.00
Interstate Facility Services, LLC – Rock Hill, SC	√	√	√	√	\$16,068.40
The Budd Group – Charlotte, NC	√	√	√	√	\$16,554.00
Lionel's Janitorial Service – Winnsboro, SC	√	√	√	√	\$21,210.45

I certify that the above bid tabulation is an accurate representation of the information set forth on the bid proposals received.

Susan M. Coak 5/31/2022
Purchasing Official Date

Joe Roberts 5/31/2022
Witness Date

Karen Lee

From: [REDACTED]
Sent: Tuesday, June 14, 2022 9:54 AM
To: Karen Lee
Subject: Fwd: Fire Control Board Resignation

----- Forwarded message -----

From: Wilwal [REDACTED]
Date: Mon, Jun 13, 2022, 11:10 AM
Subject: Fire Control Board Resignation
To: <klee@chestercounty.gov>

I, William Michael Edward Walley hereby resign from the Chester County Fire Control Board.

Application for Chester County, South Carolina Boards and Commissions

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. A member of a county board or commission appointed to serve from a council district must be a resident of that district during the entire time of service. A member who moves residence from the district form which appointed, or from the county, automatically vacates the position.

Date: 6-6-22

Board or Commission Appointment being sought: Rural Fire Commission

Name: Russ Collins Occupation: Truck Driver / Plumber

Street Address: 31 Hampton St Great Falls SC 29055

Mailing Address: (if different from above) _____

Telephone (Home): _____ Cell: _____

E-Mail: _____ Do you live in Chester County yes / no.

Date of Birth: 11/02/1972 Sex: male

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

In which Council District do you reside? Please indicate (1-6) District 2

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

____/____/____

CONFLICT OF INTEREST STATEMENT: I, Russ Collins, 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) Russ Collins

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

Commissions/Committee

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

Please Return to: Clerk to Council, P.O. Box 580, Chester SC 29706 or you may call at (803)-377-7852 or email to klee@chestercounty.org