

**TOWN OF BATESBURG-LEESVILLE
AGENDA
SPECIAL COUNCIL MEETING
December 17, 2018 7:00 P. M.
TOWN HALL COMPLEX
120 West Church Street (Bldg. B)**

- I CALL TO ORDER**
- II INVOCATION**
- III PLEDGE OF ALLEGIANCE**
- IV APPROVAL OF AGENDA**
- V PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA**
- VI NEW BUSINESS**
 - A. Approval of Regular Council Meeting Dates for 2019**
 - B. Approval of a Contract Addendum with AT&T South Carolina to Upgrade MapFlex Mapping System**
 - C. Acceptance of Results from the District 1 Special Election Held on November 27, 2018 and District 6 Special Election Held on December 11, 2018**
 - D. Swearing In of Council Members from District 1 and District 6 Special Elections**
- VII ADJOURNMENT**

**2019
Town of Batesburg-Leesville
Town Council Meeting Dates
7:00 P.M.
120 West Church Street
Town Hall Complex
Suite B**

JANUARY 14, 2019

FEBRUARY 11, 2019

MARCH 11, 2019

APRIL 8, 2019

MAY 13, 2019

JUNE 10, 2019

JULY 8, 2019

AUGUST 12, 2019

SEPTEMBER 9, 2019

OCTOBER 14, 2019

NOVEMBER 11, 2019

DECEMBER 9, 2019



Addendum Agreement

Case Number SC18-2063-00

CUSTOMER (“Customer”)	AT&T (“AT&T”)
<p>Town of Batesburg-Leesville Police Street Address: P.O. Box 2329 City: Batesburg-Leesville State: SC Zip Code: 29070-</p> <p><u>Billing Address</u> Street Address: P.O. Box 2329 City: Batesburg-Leesville State: SC Zip Code: 29070-</p>	<p>For purposes of this Addendum, AT&T means the Service Provider specifically identified herein.</p>
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
<p>Name: Chief W. Oswald Title: Chief Oswald Telephone: 803-532-9661 Fax: - - Email: woswald@batesburg-leesville.or Street Address: P.O. Box 2329 City: Batesburg-Leesville State: SC Zip Code: 29070-</p>	<p>Name: Greg Ellenberg Title: Application Sales Executive 3 Telephone: 864-320-9130 Fax: - - Email: ge1849@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7th Floor City: Atlanta State: GA Zip Code: 30319</p> <p><u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com</p>

THE UNDERSIGNED PARTIES, AT&T South Carolina, (“Company”) and Town of Batesburg-Leesville Police (“Customer” or “Subscriber”), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement SC18-1188-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.



Addendum Agreement

Case Number SC18-2063-00

Offer Expiration: This offer shall expire on: 3/30/2019.

Accepted by:

Subscriber:

Town of Batesburg-Leesville Police

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:

AT&T South Carolina

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Addendum Agreement

Case Number SC18-2063-00
Option 1 of 1

Service description:

This Addendum adds additional rate elements to the existing E911 Public Safety Answering Point (PSAP) equipment and software.

All terms and conditions of Special Service Arrangement SC18-1188-02 apply to this Addendum unless modified herein.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.



Addendum Agreement

Case Number SC18-2063-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	E911 Equipment - MapFlex	\$962.00	\$.00	WXX36
2	Software - MapFlex	\$9,756.00	\$.00	WXX37
3	Hardware Maintenance -MapFlex	\$432.00	\$.00	WXX38
4	Software Maintenance - MapFlex	\$4,298.00	\$.00	WXX39
5	Help Desk - MapFlex	\$3,761.00	\$.00	WXX3A
6	Installation - MapFlex	\$4,200.00	\$.00	WXX3B
7	SMA/Evergreen - MapFlex	\$11,013.00	\$.00	WXX3S



Addendum Agreement

Case Number SC18-2063-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' pages of the existing Special Service Arrangement is replaced in its entirety with the following:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.



Addendum Agreement

Case Number SC18-2063-00
Option 1 of 1

7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.



Addendum Agreement

Case Number SC18-2063-00
Option 1 of 1

There are no other additions, deletions or changes to the above referenced Special Service Arrangement included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

OATH OF MANAGERS OF ELECTION AND CLERKS
BOARD OF CANVASSERS

STATE OF SOUTH CAROLINA

November 27, 2018, Town of Batesburg-Leesville Special Council District 1,6

County of Lexington

"I do solemnly swear (or affirm) that I am qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been appointed, and that I will, to the best of my ability, discharge the duties thereof, and preserve, protect and defend the Constitution of this State and of the United States. So help me God."

[Handwritten signature]

Wilfred Lunn

Wyman Merchant

Theddie B. Cook

L. C. Taylor

Constance Stemming

TODAYS DATE: Novemebr 29, 2018

STATE OF SOUTH CAROLINA

LEXINGTON COUNTY BOARD OF CANVASSERS

STATEMENT AND RETURNS OF VOTERS

FOR

TOWN OF BATESBURG-LEESVILLE SPECIAL COUNCIL DISTRICT 1 COUNCIL DISTRICT 6

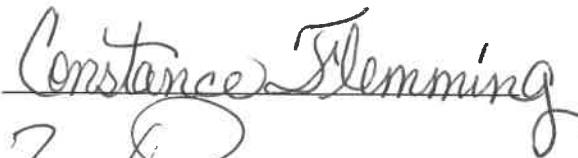
November 27, 2018

We, the County Board of Canvassers do hereby certify that the following results of the 2018 Town of Batesburg-Leesville Special Council District 1, 6 Election, was held in Lexington County are correct in all respects according to 7-13-190(e).

















Dated: November 29, 2018

SUMMARY REPT - GROUP DETAIL

Lexington County
 Batesburg-Leesville
 November 27, 2018

Official Results

Report EL45A Page 001

Run Date: 11/29/18 08:58 AM

	TOTAL VOTES	%	DS850	M650	DS200	M100	iVotronic	Flash
PRECINCTS COUNTED (OF 8)	6	75.00						
REGISTERED VOTERS - TOTAL	791							
BALLOTS CAST - TOTAL	93							
VOTER TURNOUT - TOTAL		11.76	0	0	0	0	93	0

Town Council District 1

Vote for 1

Cynthia Etheredge	24	100.00	0	0	0	0	24	0
Write-In	0		0	0	0	0	0	0
Total	24		0	0	0	0	24	0

Town Council District 6

Vote for 1

Emily Long	32	47.06	0	0	0	0	32	0
Susan A Whittle	33	48.53	0	0	0	0	33	0
Write-In	3	4.41	0	0	0	0	3	0
Total	68		0	0	0	0	68	0

STATISTICS	Town Council District 1		Town Council District 6		Town Council District	
	STATISTICS	STATISTICS	STATISTICS	STATISTICS	STATISTICS	STATISTICS
VOTERS	577	32	19	9	4	0
REGISTRATION	99	23		4	19	0
RESIDENTS	110	29		16	10	2
ABSENTEE	5	0	0	0		
EMERGENCY	0	9	5	3	0	1
PROVISIONAL	0	0	0	0	0	0
TOTALS	791	93	24	32	33	3

STATE OF SOUTH CAROLINA

LEXINGTON COUNTY BOARD OF CANVASSERS

STATEMENT AND RETURNS OF VOTERS

FOR

TOWN OF BATESBURG-LEESVILLE SPECIAL
COUNCIL DISTRICT 6, RUN-OFF

December 11, 2018

We, the County Board of Canvassers do hereby certify that the following results of the 2018 Town of Batesburg-Leesville Special Council District 6 run-off Election, was held in Lexington County are correct in all respects according to 7-13-190(e).

<u>Constance Flemming</u>	<u>Wyman Merchant</u>
<u>Ross Snell</u>	<u>Wilfred Lane</u>
<u>L. C. Taylor</u>	<u>_____</u>
<u>Fredrick Black</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>

Dated: December 13, 2018

**OATH OF MANAGERS OF ELECTION AND CLERKS
BOARD OF CANVASSERS**

STATE OF SOUTH CAROLINA

December 11, 2018, Town of Batesburg-Leesville Special Council District 6 run-off

County of Lexington

"I do solemnly swear (or affirm) that I am qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been appointed, and that I will, to the best of my ability, discharge the duties thereof, and preserve, protect and defend the Constitution of this State and of the United States. So help me God."

Constance Fleming

Ross Smith

L.C. Taylor

Fredrick Black

DuLyst

Wynnon Muckart

W. Fred Lamm

TODAYS DATE: December 13, 2018

SUMMARY REPT-GROUP DETAIL

Lexington County
Special Runoff
December 11, 2018

Official Results

Run Date:12/13/18 09:16 AM

Report EL45A Page 001

	TOTAL VOTES	%	DS850	M650	DS200	M100	iVotronic	Flash
PRECINCTS COUNTED (OF 7)	5	71.43						
REGISTERED VOTERS - TOTAL	786							
BALLOTS CAST - TOTAL	86		0	2	0	0	84	0
VOTER TURNOUT - TOTAL		10.94						
Town Council District 6 Batesburg-Leesville								
Vote for 1								
Emily Long	40	47.06	0	1	0	0	39	0
Susan A Whittle	45	52.94	0	1	0	0	44	0
Total	85		0	2	0	0	83	0

Town Council District 6 Batesburg-Leesville	
Batesburg	15
Mims	5
Leesville	19
Absentee	1
Emergency	0
Failsafe	0
Provisional	0
TOTALS	40

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