



FINANCE AND POLICY COMMITTEE MEETING

MONDAY, MAY 4, 2020 | 6PM

4th committee meeting

The Committee will meet in the Mauldin City Hall at 5 East Butler Road in the 2nd Floor Conference Room at 6 p.m.

The public may not attend the meeting in person. The meeting will be available remotely through Webex. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.



AGENDA

1. Call to Order
2. Public Comment
3. Reading and Approval of Minutes
 - a. Finance Committee Meeting: March 2, 2020 (Pages 4-6)
4. Reports or Communications from City Officers
 - a. Department Reports
 - City Administrator Brandon Madden
Budget Review
 - Finance Director Holly Abercrombie
Budget Review
 - HR Director Mark Putnam
5. Unfinished Business
 - a. Public Comment Rules (Pages 7-23)
6. New Business
 - a. Employee Vacation Hours Deadline Rollback (Pages 24-25)
 - b. Budget amendment (Pages 26-29)
 - c. City Phone System Upgrade (Pages 30-58)
 - d. FOIA policy (Pages 59-65)
 - e. Business License Permit Fee Ordinance (Pages 66-68)



7. Public Comment

8. Committee Concerns

9. Adjourn

Minutes
Finance Committee
Monday, March 2, 2020
6:00 p.m.
3rd committee meeting

Members present were Chairman Michael Reynolds, Committee members Carol King and Diane Kuzniar. Finance Director Holly Abercrombie, HR Director Mark Putnam and City Administrator Brandon Madden were also present.

1. Call to Order- Chairman Reynolds

2. Public Comment- None

3. Reading and Approval of Minutes

b. Finance Committee Meeting: February 10, 2020

Councilwoman King made a motion to approve the minutes with Councilwoman Kuzniar seconding. The vote was unanimous (3-0).

4. Reports or Communications from City Officers

b. Department Reports

City Administrator Brandon Madden
Budget Review

Brandon said the budget looks good. The budget for the coming year will be sent out this week to council with the first budget workshop on March 12th

Finance Director Holly Abercrombie
Budget Review

Holly said things are in line with last year. Property taxes have finally come in. Business licenses are due next month.

HR Director Mark Putnam

Mark reported there was not enough employee interest in changing to Cigna's network, so all employees have the same insurance. We had 13 employees interested in moving but needed 25 to offer the Cigna network.

5. Unfinished Business

6. New Business

c. Mauldin Council Business Meeting Guidelines for Public

This will help the Chairs run meetings more effectively. Councilwoman King asked if this would replace a policy or if this would be in addition to what we already do. Chairman Reynolds said it would be in addition to. Chairman Reynolds said this item could come back to committee next month for more discussion. Councilwoman King said section 4 addresses a lot of the concerns and thinks it is the Mayor needs to let people know council does not typically respond to public comment. She doesn't think there needs to be a policy.

Councilwoman Kuzniar said she thinks we can talk about this again at the next committee meeting. She made a motion to leave this in committee and bring it back to the agenda next month. Councilwoman King seconded the motion and the vote was unanimous (3-0).

7. Public Comment

Mayor Merritt said there are some inconsistencies in policies and there are different rules for council meetings and public hearings.

This is the reason he did some research into the subject. He thought it was time to update the policy since the Council rules were last looked at in 2005.

8. Committee Concerns- None

9. Adjourn- Chairman Reynolds adjourned the meeting.

Respectfully Submitted,

Cindy Miller
Municipal Clerk

Finance and Policy Committee

AGENDA ITEM

MEETING DATE: May 4, 2020

AGENDA ITEM: 5a

TO: Finance and Policy Committee

FROM: City Administrator, Brandon Madden

SUBJECT: Amendment to the Council & Committee Meeting Rules

REQUEST

The Finance and Policy Committee is requested to consider amendments to the wording of the Council/Committee Rules related to public comments, and consideration of including the rules in the City's Code of Ordinance Chapter 2, Article II, Section 2 or wherever appropriate.

HISTORY/BACKGROUND

In February 2020, Council requested that this matter be considered by the Committee during its March 2, 2020 Committee meeting.

ANALYSIS / STAFF FINDINGS

Attached are the Council and Committee meeting rules. The Council meeting rules include provisions related to the Public Comment portion of the agenda; however, it is not referenced as such in the Committee meeting rules. Feedback from the Committee regarding the Council and Committee meeting rules is being requested.

FINANCIAL IMPACT

There is no financial impact associated with this request.

RECOMMENDATION

This matter is not a staff initiated request. Staff will proceed as directed by Council.

ATTACHMENTS

Relevant Excerpt from Greenville County Council Rules
Committee Meeting Rules
Council Meeting Rules
Proposed public comment guidelines

Relevant Excerpt from Greenville County Council Rules

Requests to be Heard

For thirty (30) minutes prior to each regularly scheduled Council meeting, members of the public wishing to address the Council on a matter of County business will have an opportunity to register to speak. Prior to Council's consideration of any item of business listed on the agenda, members of the public registering to speak on any item of business listed on the agenda for that night's Council meeting will speak in the order in which they register, except that priority will be given to those persons indicating a desire to speak about an item on the agenda for final consideration. Presentations shall be limited to three (3) minutes per person, not to exceed the thirty-minute period. Following the conclusion of Council's consideration of the business items listed on the agenda, those members of the public who registered to speak prior to the regularly scheduled Council meeting concerning items not listed on that night's agenda shall have an opportunity to speak about those matters not listed on that night's agenda. Presentations shall be limited to three (3) minutes per person with all presentations not to exceed a total period of thirty minutes minus time used by citizens to speak on items listed on the agenda. The Chairman may permit additional time for speakers who have signed up before the meeting.

No speaker may use language that is obscene, disruptive, scurrilous, or recklessly defamatory. Following any presentation from anyone addressing Council, no person other than a member of Council will be recognized to question the speaker or to make any other statement unless a member of Council requests comment from a member of the staff for clarification. The Chairman may schedule additional opportunities for presentations by the public as he deems appropriate and the above rules for registration and time limits will apply.

Matters Outside the Council's Jurisdiction

No matter shall be entered on the agenda or be heard by Council unless it is within Council's authority or jurisdiction, except that the Council may entertain resolutions and consider requests that it make recommendations to other governmental bodies, departments, or agencies.

Matters Previously Heard at Public Hearing

Notwithstanding any other provision of these rules, no person may address the Council about any matter Council has previously heard at a duly called public hearing, as long as Council or a Committee of Council has the item on its agenda, including tabled or held items; however, a person may appear before a Committee which is considering the item with the permission of the Committee Chairman. Additionally, a person may address a matter previously heard at a duly called public hearing appearing on an agenda if 1) that matter has been materially amended after the public hearing or 2) where more than three (3) months have passed since First Reading of the matter.

Standing Committees Rules

Mauldin City Council

(Adopted June 20, 2005)

(Amended August 15, 2005)

(Amended January 3, 2006)

(Amended January 23, 2006)

(Amended March 13, 2006)

(Amended June 16, 2008)

(Amended February, 2009)

(Amended December, 2010)

(Amended January, 2012)

(Amended February 2015)

(Amended May 2015)

(Amended June 2016)

(Amended April 2018)

(Amended Dec 2018)

Purpose

Committees of the City Council serve within assigned areas of responsibility for the purpose of gathering and studying information and making recommendations to the City Council. The purpose and intent of committee meetings is to provide for more thorough and detailed discussion and study of prospective or current council agenda items to the end that council action will be expedited.

Organization

The Mayor shall, at either the first regular or special called meeting after the inauguration, appoint members to the standing committees. The Mayor shall designate one member of each committee to chair that committee with the consent of council.

Such committee appointments shall remain in force until either the first regular or special called meeting after the inauguration following the next election; however, in unusual or extraordinary circumstances, or for actions deemed to be detrimental to the City, then City Council reserves the right to remove a committee chair or committee member by a majority vote of City Council. In the event of a vacancy of a committee chair or committee member, the Mayor shall serve in that capacity until either the first regular or special called meeting after the inauguration following the next election.

The standing committees of the City Council shall be:

- Finance and Policy – Matters relating to finance, budget policy, legal, personnel, and intergovernmental relations as well as all city policies.
- Public Safety – Matters related to fire, emergency medical services, police, municipal court and enforcement of city codes.
- Business and Development Services - Matters related to annexation (with zoning component), planning, zoning, and licensing.

- Economic Planning and Development – Matters related to economic development, economic planning, annexation (without zoning component), Cultural Affairs, events associated with Cultural Affairs, the Cultural Center, community development, branding, marketing, and public relations.
- Public Works – Matters relating to streets, drainage, sanitation, sanitary sewers, vehicle maintenance, and maintenance of parks, fields, bikeways, greenways, and construction and maintenance of city-owned buildings and grounds.
 - Recreation – Matters relating to recreation, parks, the senior center, as well as associated programming, events, activities, and associated city sponsored events.

Each committee shall be comprised of three council members. No council member may serve as chair of more than one committee at a time.

Appropriate department heads may be included in the committee meetings.

City staff shall provide administrative support to each committee. Department head assignments will be made by the City Administrator.

Operation

1. Committees shall meet regularly monthly at Mauldin City Hall in the upstairs conference room as needed. Regular committee meetings shall ordinarily be scheduled such that there shall be at least seven calendar days between the committee meeting and the regular council meeting for that month unless circumstances dictate otherwise. Called meetings may be held on the call of the committee chair or a majority of the members of the committee.
2. Committees meetings will be scheduled for the first Monday of each month beginning at 6:00 PM. Additional meetings may be scheduled if necessary. When the regular meeting falls on a holiday, the committee chair may select another day for that meeting.
3. Public notice shall be given for all meetings as prescribed by law. Agendas shall be posted at least 24 hours prior to each meeting.
4. A quorum shall be necessary for a committee to meet. A simple majority of the membership of the committee constitutes a quorum. Council members not on the committee are welcome to attend but may not participate in any deliberation or vote on matters before the committee. A Committee Chair may move an item to the full council without a quorum.
5. The order of business for each standing committee shall be as follows:
 - Call to order.
 - Reading and approval of minutes.

- Public Comment
- Reports or communications from city officers.
- Unfinished business.
- New business (including items referred from City Council).
- Public comment
- Committee concerns (unscheduled items to be referred to staff and/or placed on the committee agenda for future meetings).
- Adjournment.

6. The agenda for each committee meeting will be prepared by the department head assigned to the committee in consultation with the City Administrator and committee chair. The format of the agenda will conform to the order of business described above. Any member of council, whether or not they are members of the committee, may place items on the committee agenda.

7. Meeting packets will be prepared by the assigned staff and provided to all council members in advance of the meeting. This provision applies to regular and called committee meetings.

8. A majority of any committee shall be sufficient to act upon any matter within its jurisdiction. In taking action, the committee has the following options:

- Report on the matter (with any amendments) for action by city council at a council meeting,

- Defer action pending further review,
- Forward the matter to another committee,
- Disapprove any action being taken on the matter.

9. The chair of each committee may conduct meetings with as much informality as is consistent with council procedural rules, which shall also be in effect during committee meetings. The chair will allow the public to speak to the committee during the public comment section and each speaker will be limited in time to 3 minutes.

10. Committees may adjourn to or meet in executive session in accordance with state law governing public meetings.

11. Committee members should avoid interfering with the daily routine of city staff in carrying out their assigned responsibilities. Council committees are not intended to replace staff responsibilities. No committee or committee chair shall give orders or directives to any subordinate of the City Administrator or any contractor or vendor working for the city.

12. Minutes shall be taken of all committee meetings. All committee meetings shall be audibly recorded and retained for a minimum of three years. The minutes shall include any action taken with respect to each matter considered by the committee. The draft minutes shall be delivered to all council members before the council meeting at which the committee's recommendations are discussed. A written record of the minutes shall be retained permanently.

13. The minutes of each committee meeting shall serve as the report to council. Any committee member may write a separate report.

(PROPOSED) Mauldin City Council Meeting Guidelines for Public Comments

The public comment period is an essential part of our local monthly council meetings. The following guidelines refer to our public comment sections during our ordinary business meetings.

It is important for us as your elected officials and for you the public to be very clear about the purpose of the public comment period. This is an opportunity for members of the public to inform the governing body about their views. The meeting itself belongs to this governing body. The public does not PARTICIPATE in the decision-making. Instead, it PROVIDES INPUT to the governing body, which takes the input into consideration in making its decisions.

Our 1st public comment section in this meeting is limited to our listed and posted agenda items under consideration during this meeting.

The 2nd public comment section in this meeting will be open to any topic that might be appropriate to the City of Mauldin.

This council has the right to set limits on how long public comment will be, and how many times people may speak. All such limits must be viewpoint neutral: they must not favor one point of view over another.

Based upon our listed agenda's expected length, each presenter during the public comment period will be limited to 3 – 5 minutes. The particular length of time will be announced by the presiding officer (chair) at this meeting prior to each listed public comment section on our agenda.

In general, this council will not respond at all to public comment. However, the chair may provide brief factual information, if appropriate.

The chair will not under any circumstances enter into back-and-forth exchanges with the public.

Councilmembers will refrain from speaking during this portion of the meeting.

Our staff will be ready to note your input or questions and will provide requested responses at a later date. Please do not call on staff or individual councilmembers to give public answers on the spot.

City of Mauldin
Mauldin City Council
Meeting Rules and Procedures

(Adopted February 18, 2002)

(Amended February 16, 2004)

(Amended May 16, 2005)

(Amended June 20, 2005)

Section 1. Rules, Purpose, and Effect.

Section 2. Presiding officer.

Section 3. Order of Business; Regular meetings.

Section 4. Addressing the Council; Regular Meetings.

Section 5. Addressing the Council: Public hearings.

Section 6. Executive sessions.

Section 1. Rules, Purpose, and Effect.

1. The City Council's meetings must be noticed and conducted in accordance with applicable open meeting statutes and other law.
2. These rules and procedures are adopted by the City Council of the City of Mauldin under the Council's authority as provided by state statute and municipal code for determining their own rules and conduct of its meetings. Where not inconsistent with these rules and procedures or other applicable law, the current edition of *Robert's Rules of Order Newly Revised* will be used as a supplementary guideline and general parliamentary procedure will be observed in the conduct of the Council's meetings.
3. The Mayor, or a majority of the Council, may suspend the strict observance of these rules and procedures and any applicable provisions of *Robert's Rules* for the timely and orderly progression of the meeting.

Section 2. Presiding officer.

1. As provided by the City Code, the Mayor, or in the Mayor's absence, the Mayor Pro Tempore is the presiding officer of the City Council and will preside over all City council meetings.
2. The presiding officer will preserve order and decorum at all meetings of the City Council to allow for the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interest persons to speak on public hearing items.
3. Any decision by the Mayor on procedural items is final, subject only to the appeal of the whole Council as provided in *Robert's Rules*.

Section 3. Order of Business; Regular meetings.

1. The order of business at the regular meetings of the City Council shall be as follows:
 - Call to order (Invocation, Pledge of Allegiance).
 - Reading and approval of the minutes.
 - Public comment on items appearing on the agenda.
 - Reports or communications from city officers.
 - Reports from standing committees.
 - Reports from special committees.
 - Unfinished business.
 - New business.
 - Public comment on matters not appearing on the agenda.
 - Council requests.
 - Adjournment.

2. The Mayor, or a majority of Council, may decide to consider items out of sequence from the printed agenda for the meeting. The Council cannot act on any items not listed on the agenda unless an emergency exists.

Section 4. Addressing the Council; Regular Meetings.

4. Any person wishing to address the Council must fill out the speaker's log before the start of the meeting. The log shall indicate the speaker's name, address, and the agenda item or subject matter on which the person wishes to speak. No one will be allowed to sign the speaker's log after the Call to Order. Citizens will be allowed to speak on any matter other than personnel matters and matters under litigation. Prior to Council's consideration of any item on the agenda for that night's meeting, persons indicating a desire to speak on any agenda item will speak in the order in which they registered. Presentations will be limited to five minutes per person, not to exceed thirty minutes for all citizen comments. Following the conclusion of Council's consideration of the business items on the agenda, those persons signed up to speak on items not on the agenda will have an opportunity to speak about matters not listed on that night's agenda. Presentations will be limited to five minutes per person, not to exceed thirty minutes minus the time used by persons to speak on items listed on the agenda.
2. Proper decorum must be observed by members of Council, by speakers, and by the audience. The Mayor shall keep control of the meeting and require the speakers and the audience to refrain from abusive and profane remarks, disruptive outbursts, applause, protests, or other conduct that disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Council members, City staff, or members of the public are not allowed. It is inappropriate to use a public hearing or the public comment period for the purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease with such conduct on the request of the Mayor, will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the Mayor.

Section 5. Addressing the Council: Public hearings.

1. Any person wishing to address the Council must fill out the speaker's log before the start of the meeting. The log shall indicate the speaker's name, address, and the agenda item or subject matter on which the person wishes to speak.
2. The time limit for each speaker's comments will be limited to a maximum of five minutes. Speakers may be limited to less than five minutes in consideration of the number or people wishing to speak, the length of the agenda, and the timely and orderly progression of the meeting.
3. Applicants on public hearing items and their attorneys, representatives, experts, and supporting witnesses are not necessarily limited to a total of five minutes, but must be concise and coordinate their presentations to avoid repetition and unnecessary length. At the discretion of the chair, rebuttal comments by the applicant or applicant's representative may be allowed. If allowed, rebuttal comments will address matters and questions raised in the public hearing or questions raised by Council. Rebuttal comments must be brief.
4. The purpose of public comment is to provide information and the speaker's view for consideration by Council. Any questions raised by the speaker will not be answered by Council during the public hearing, but will be referred for follow-up by the City Administrator or City Staff after the conclusion of the public hearing. It is not appropriate in the public hearing or public comment period for the speakers to debate the matter with other speakers, the audience, or members of Council. All comments should be addressed through the chair. After being recognized by the Chair, the Council may pose questions to the speakers, any applicant's representative, and the City staff. Except when answering a direct question from a Council member, all remarks will be addressed to the Council as a whole, and not to individual members.

5. Proper decorum must be observed by members of Council, by speakers, and by the audience. The Mayor shall keep control of the meeting and require the speakers and the audience from abusive and profane remarks, disruptive outbursts, applause, protests, or other conduct that disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Council members, City staff, or members of the public are not allowed. It is inappropriate to use a public hearing or the public comment period for the purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease when such conduct on the request of the Mayor, will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the Mayor.

Section 6. Executive Sessions.

1. Executive sessions may be called in accordance with state law. Prior to going into executive session, council shall vote on the question of closing the meeting and going into executive session. Upon a favorable vote, the chair shall announce the executive session's purpose.
2. Council may not take any "formal action" in executive session. Formal action means a recorded vote committing the council to a specific course of action.
3. No matters may be discussed in executive session except for the announced purpose of the executive session.
4. If written materials are presented in executive session, council members shall be given at least five minutes to review the material prior to any discussion.
5. Prior to the adjournment of the Executive Session, the chair shall give every council member a chance to speak. Every member shall have one turn. Turns shall be according to council seat numbers with the first member to speak being rotated accordingly.

6. No votes may be taken in Executive Session except to adjourn or return to public session.

FINANCE AND POLICY COMMITTEE AGENDA ITEM

MEETING DATE: May 4, 2020

AGENDA ITEM: 6a

TO: Finance and Policy Committee
FROM: Mark Putnam, HR Director
SUBJECT: Employee Vacation Hours Deadline Rollback

REQUEST

The Finance and Policy Committee is requested roll back the vacation policy deadline for employees to take vacation hours that are over the maximum.

HISTORY/BACKGROUND

The City of Mauldin's policy is to eliminate any vacation hours over 240 that an employee has effective July 1st. Example: John Doe has 260 unused vacation hours on June 30th, so on July 1st his unused hours are taken to 240 hours. He loses the 20 hours.

ANALYSIS / STAFF FINDINGS

The COVID-19 virus situation has made it almost impossible for many of the City's employees to take any vacation time for the last 2 months. The Public Works, Police and Fire departments have been strained just to keep daily essential services going.

FINANCIAL IMPACT

None

RECOMMENDATION

HR Staff recommends that the Finance and Policy approve moving the July 1st deadline to October 1st for the year 2020 only. This would allow City employees to not be penalized for a situation not in their control.

ATTACHMENTS

None

Finance & Policy Committee

AGENDA ITEM

MEETING DATE: May 4, 2020

AGENDA ITEM: FY2020 Budget Amendment

TO: Finance & Policy Committee

FROM: Finance Director Holly Abercrombie

ITEM NUMBER: 6b

SUBJECT: FY2020 Budget Amendment

REQUEST

Approval of the FY2020 Budget Amendment

HISTORY/BACKGROUND

Throughout the year Council has approved various expenditures, projects, and grants. Staff has accumulated all items to present in one budget amendment.

ANALYSIS

Below is a running list of items approved through the year with date of approval:

Table 1 Items Approved

Revenue	Amount	Fund
Laurens Electric UTC money	\$ 100,000.00	General
PW old equipment sales	\$ 101,473.57	Capital
Insurance proceeds for damage to sign	\$ 9,857.32	Capital
Reduction to bond proceeds money not spent	\$ (28,813.43)	Capital
<hr/>		
Total Council Approved Revenues	\$ 182,517.46	

Expenditure

Cost to fix damage to entry way sign	\$ 10,057.32	Capital
Bus purchase for PW out of equipment sales	\$ 26,000.00	Capital
Reduction to Sanitation capital(sidewinder savings)	\$ (28,813.43)	Capital
Additional road paving	\$ 41,954.41	Capital
City's portion of Rothwell Dr project	\$ 668,434.00	Capital
Purchase a Skid Steer	\$ 64,000.00	Capital
Moved from capital for container purchase	\$ 28,813.43	General
Recycling added costs	\$ 34,517.00	General
Laurens electric UTC money	\$ 100,000.00	General
Cultural center chairs	\$ 15,982.17	H&A
Cultural center fire alarm	\$ 12,005.99	H&A
Cultural center spray foam insulation	\$ 3,600.00	H&A
Cultural center repairs to window and floor	\$ 25,000.00	H&A
Cost added to Utilites to pay pump station bills	\$ 30,000.00	Sewer
Total Council Approved Expenditures	\$ 1,031,550.89	

FISCAL IMPACT**Table 2 Total per Fund**

<u>Fund</u>	<u>Revenue</u>	<u>Expenditure</u>
General	\$ 100,000.00	\$ 163,330.43
H&A	\$ -	\$ 56,588.16
Capital	\$ 82,517.46	\$ 781,632.30
Grants	\$ -	\$ -
Sewer	\$ -	\$ 25,000.00
Totals	\$ 182,517.46	\$ 1,026,550.89

RECOMMENDATION

Staff recommends moving to full Council for first reading approval of the budget amendment.

ATTACHMENTS

Amending FY2020 Budget Ordinance

Ordinance # _____

An Ordinance To Provide Amended Appropriations For The Fiscal Year Beginning July 1, 2019 And Ending June 30, 2020 For Ordinary And Other City Purposes; To Provide For A Levy Of Taxes On All Taxable Property In The City Of Mauldin For All City Purposes, Including Sufficient Tax For Any Principal And Interest On Outstanding Indebtedness Maturing In The Fiscal Year; To Provide For The Expenditure Of Said Taxes And Other Revenues Coming To The City During The Fiscal Year.

WHEREAS, the South Carolina Code of Laws requires that a municipal council shall act by ordinance to adopt a budget and levy taxes pursuant to public notice;

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Mauldin, South Carolina, in council assembled and by the authority thereof:

Section 1. That the prepared budget, the estimated revenues for payment, and the attached disbursement schedules attached hereto, the terms of which are hereby incorporated herein as if set forth fully, are hereby adopted in the following amounts: the amount of \$12,561,843 for the General Fund; the amount of \$1,999,354 for the Capital Projects Fund; the amount of \$808,210 for the Sewer Fund; the amount of \$1,009,088 for the Hospitality and Accommodations Tax Fund; the amount of \$4,116,559 for the Fire Service Fund; the amount of \$682,613 for the Sports Center Fund; the amount of \$500,725 for the Debt Service Fund; the amount of \$194,276 for the Property Management Fund; the amount of \$83,696 for the Victim Advocate Fund; and; the amount of \$206,340 for the Grant Fund.

Section 2. That for the purpose of defraying all expenses, including the payment of debt service from July 1, 2019 through June 30, 2020, and for other corporate purposes, a tax of sufficient millage to pay for the appropriations, after crediting against said appropriations other revenues anticipated to accrue to the City during the fiscal period not earmarked for specific purposes, are hereby levied and the same shall hereafter be collected as follows:

For each one hundred dollars (\$100.00) of assessed value of all real estate and personal property on which this municipal corporation is authorized and empowered by law to impose a tax in the City of Mauldin, and in proportion of all real estate and personal property of less than one hundred dollars in value, the total millage on each One dollar (\$1.00) shall not exceed 0.0563 or \$5.63 on each \$100.00 assessed value for General Fund and debt service requirements.

Should the amount levied exceed the amount required for General Fund and debt service requirements, such excess shall remain in the General Fund to be used as City Council may direct.

Section 3. That the FY 2019 budget includes \$500,725 in debt service for the purpose of bond retirement and lease purchases and other long-term obligations, as well as debt service in the amount of \$234,739 for retirement of the revenue bond in the Sewer Fund.

Section 4. That for the purpose of defraying all expenses including the payment of debt service from July 1, 2019 through June 30, 2020 and for other corporate purposes, franchise fees for Duke Power, Laurens Electric Cooperative, and Piedmont Natural Gas will be set at a rate of 5%.

Section 5. That the sewer pump station fee previously established for FY 2017-2018 in the amount of \$410 per affected parcel is hereby readopted and approved.

Section 6. That City taxes are collected by Greenville County in a Cooperative Consolidation joint collection Agreement dated May 1,1990, shall be due and payable between October 1, 2018 and January 15, 2019. After January 15th 3% shall be added to the base tax amount. After February 1st,10% shall be added to the base tax amount. After March 16th, 15% shall be added to the base tax amount.

Section 7. That funds sufficient to cover all fiscal year 2018-2019 budget items encumbered but unpaid at the close of the fiscal year shall be carried forward from the fiscal year 2018-2019 budget to the succeeding 2019-2020 budget to meet such lawful obligations of the City of Mauldin.

Section 8. That this budget may be amended by ordinance of the City Council as may be required from time to time.

Section 9. That it is the intention of the City Council that the sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable. If any phrase, clause, sentence, paragraph, subsection, or section of this ordinance be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining portions of this ordinance.

Section 10. That this ordinance supersedes all previous or inconsistent legislation. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section 11. That this ordinance shall take effect immediately upon its passage.

Passed on first reading on,
Passed on second reading on

Mayor Terry Merritt

Attest:

Municipal Clerk

Approved as to form:

City Attorney

Reviewed:

City Administrator

Finance & Policy Committee

AGENDA ITEM

MEETING DATE: May 4, 2020

AGENDA ITEM: 6c

TO: Finance and Policy Committee

FROM: Brandon Madden, City Administrator

SUBJECT: City Phone System Upgrade

REQUEST

The Committee is requested to consider options provided by the City's phone service provider, VC3, for upgrading the City's phone system.

HISTORY/BACKGROUND

The City's phone system is managed by VC3 per the attached contract. VC3 has a new phone system that they have been rolling out to their customers and they have requested to move the City over to the new system. VC3 provided two upgrade options. Per VC3, the new phone system is very similar to the current system and is compatible with the current City phones. None of the options provided by VC3 has any upfront costs and they will assign a project manager to make sure the transition will go as smooth, as possible, and provide training materials prior to going live. The options are outlined below:

1. The first option is to upgrade to the new system as is under the current contract (ends 11/21) and continue to use the current phones. The City owns these phones and they are out of warranty. If a phone needs to be replaced, the City will need to purchase the phone. The City's monthly cost will decrease by approximately \$100/month.
2. The other option is to renew the agreement with VC3 for 60 months. With this option, VC3 will install all new phones for each user and VC3 will own the phones. This way, if a phone breaks, VC3 will replace the phones at no charge to the city. The City's monthly cost will decrease by approximately \$300/month. .

ANALYSIS

Attached is a copy of the City's standard invoice (48012) from VC3. Per VC3, the new system has less line items as they have combined some line items into a user bundle. Also, the invoice includes the Universal Service Fund (USF) fee and applicable taxes. These are not included in the quoted costs, but are required by the federal and state governments respectively. If the USF fee and taxes for the current invoice are taken out, the City's standard monthly bill is \$3,288.96.

Also, attached is a renewal agreement (option 2) with VC3 to extend the service another 60 months and get phone replacements. Per VC3, the City's monthly cost would be reduced to \$2,986.50.

Also attached is a change order to move to the new system, but remain on the current contract (option 1) that expires 11/30/21. Per VC3, the City's monthly cost would be reduced to \$3,217.42.

FISCAL IMPACT

Based on the options provided by VC3, the City could reduce its phone cost by \$100 - \$300 monthly.

RECOMMENDATION

Staff recommends option 1, and publishing a Request for Proposals (RFP) for the phone system when the contract with VC3 expires on 11/30/21.

ATTACHMENTS

Current contract with VC3
Copy of a standard VC3 invoice
Copy of change order for option 1
Copy of contract for option 2

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this 29th day of November, 2016 (the "Effective Date"), between VC3, Inc., a South Carolina corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and the City of Mauldin, South Carolina a Municipality having its principal place of business at 5 East Butler Road, Mauldin, South Carolina 29662 ("Client").

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

Client and Company hereby agree as follows:

1. Services To Be Performed.

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

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

(a) The Work Order shall be entitled "Work Order No. [] under the Master Services Agreement, dated []."

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

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

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours

charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

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

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

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

2.6 **Taxes.** Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions.

This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

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

4. Proprietary Protections.

4.1 Ownership Rights

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

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

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

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and

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

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) **Confidential Information.** This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information

shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

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

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

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

5. Limited Warranty and Disclaimers.

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

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

5.3 **Notice Obligation; Remedy.** Client shall notify Company in writing within thirty (30) days

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

6. Limitation of Liability.

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

6.2 **IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT OR ANY WORK ORDER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BY COMPANY OR CLAIM BY CLIENT.**

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

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

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

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

7. Indemnity.

7.1 Infringement Claims.

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

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

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this

Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

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

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter, provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or

compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. General Provisions.

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

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

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

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

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

8.6 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be

entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

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

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

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

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

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

such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

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

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

8.14 This section intentionally left blank.

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

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

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

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

COMPANY:

VC3, Inc.

By: Sandy Reeser

Name: Sandy Reeser

Title: President

Date: 11/29/2016

CLIENT:

City of Mauldin

By: Raymond C. Efranks, III

Name: RAYMOND C. EFRANKS, III

Title: City Administrator

Date: 11/29/16

**Exhibit A
Hourly Rates**

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 145.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 140.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 130.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	\$ 130.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 124.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 87.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 161.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays
<p>Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.</p>		



VC3 Inc
 1301 Gervais St
 Suite 1800
 Columbia, SC 29201
 (803) 733-7333

PAID

Bill To:
City of Mauldin, SC Attn: Accounts Payable 5 East Butler Road P.O. Box 249 Mauldin, SC 29662 United States

Date	Invoice
02/08/2020	48012
Account	
MAU01	

Terms	Due Date	PO Number	Reference
Net 30	03/09/2020		Monthly Billing for February

Contract Details	Quantity	Price	Amount
Agreement Voice Advantage			
Federal USF	1.00	\$291.78	\$291.78
Premium Subscription	23.00	\$28.41	\$653.43
Voice Mail	92.00	\$1.91	\$175.72
Voice Mail Only User	34.00	\$3.83	\$130.22
Hosted Fax Adapter (500 Pages included)	12.00	\$26.22	\$314.64
ATA-18642343476			
ATA-18642343479			
ATA-18642343492			
ATA-18642343494			
ATA-18642343498			
ATA-18642898912			
ATA-18642898915			
ATA-18642898935			
ATA-18642898963			
ATA-18642973411			
ATA-18643354887			
ATA-18644043299			
Local DID	137.00	\$1.65	\$226.05
Long Distance	1500.00	\$0.03	\$48.00
Professional Subscription	73.00	\$22.95	\$1,675.35
Auto Attendant	5.00	\$13.11	\$65.55
Total Contract Details:			\$3,580.74

Should you have questions or need any additional information please do not hesitate to contact me directly. Thank you.

Mandy Martin | Account Manager, South Carolina Service Delivery Team
 Direct: (803) 978-2733 or via Email at Mandy.Martin@VC3.com.

<p>Make checks payable to VC3 Inc</p> <p>Remit To: VC3, Inc 1301 Gervais St, Suite 1800 Columbia, SC 29201 (800) 787 - 1160</p> <p>visit www.vc3.com/pay-invoice to pay via credit card</p> <p>If you are signed up for VC3's ACH program, drafts will occur after 15 calendar days. Please email finance@vc3.com with any issues to stop the draft of any invoice.</p>	Invoice Subtotal:	\$3,580.74
	SC Sales Tax:	\$190.52
	Invoice Total:	\$3,771.26
	Payments:	-\$3,771.26
	Credits:	\$0.00
	Balance Due:	\$0.00

VC3 VoiceAdvantage Change Order Request



Project Information:

Customer Name:	City of Mauldin
Project Purpose:	Migrate VoiceAdvantage 1.0 to 2.0
Project Manager:	Dustin Tucker
VA Work Order reference:	11/29/2016

Change Order Review:

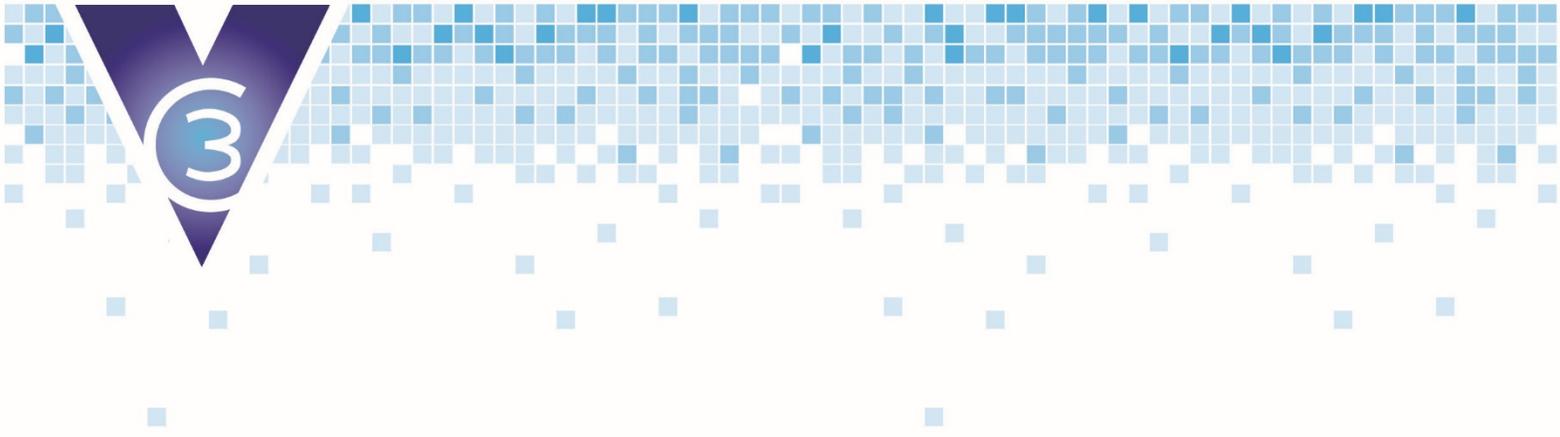
Objectives:	<i>To migrate the city to VC3's new hosted phone system platform</i>
Additional unit information:	<i>This change order replaces the current VA 1.0 line items with the exception of the FCC regulated Universal Service Fund (USF) fee. The city will retain ownership of the phone hardware.</i>

Cost Changes:

Description	Additional Units	Unit Price	Monthly Fee	One-Time Fee
VoiceAdvantage User	96	\$ 28.25	\$ 2,712.00	
Voice Mail Only / Forwarding User	34	\$ 5.15	\$ 175.10	
Virtual Fax (500 Pages Included)		\$ 20.60	\$ -	
Hosted Fax Adapter (500 Pages Included)	12	\$ 25.75	\$ 309.00	
Call Center Agent		\$ 10.30	\$ -	
Call Recording		\$ 5.15	\$ -	\$ -
Additional Local DID	41	\$ 0.52	\$ 21.32	
Toll-Free DID		\$ 3.09	\$ -	
DID Port		\$ 175.00	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total			\$ 3,217.42	\$ -

Change Order Approval:

Prepared by:	Dustin Tucker	Approved by:	
Date Prepared:	3/3/2020	Date Approved:	



City of Mauldin, SC

Voice Advantage

Work Order

Under the Master Services Agreement dated: 11/29/2016



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OVERVIEW OF WORK ORDER

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

SUMMARY OF SCOPE OF SERVICES & FEES

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

(See tables on next page)



Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
VoiceAdvantage User w/ VVX311	96	\$26.00	\$2,496.00	\$0.00	\$0.00
Voice Mail Only / Forwarding User	34	\$5.00	\$170.00	\$0.00	\$0.00
Hosted Fax Adapter (500 Pages Included)	12	\$25.00	\$300.00	\$0.00	\$0.00
Additional Local DID	41	\$0.50	\$20.50	\$0.00	\$0.00
Total Services Monthly:		\$2,986.50			

Notes:

- This price is valid for 30 days from date of work order.

Table B: Summary of Fees

One-Time Fees	Monthly Fees	Annual Fees
\$0.00	\$2,986.50	\$0.00

DELIVERABLES & SERVICES

Voice Advantage

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

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

A. Hardware as a Service

1. For hardware provided by VC3 as part of VC3's Hardware as a Service offering, VC3 will provide replacement components for failures on VC3-owned equipment that occur as a result of internal equipment defects or end of life failure. Replacement devices will have capabilities equivalent to or better than the originals. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle. Customer is responsible for cost of replacement or repair where damage is due to any factors other than internal defects or end of life failure – including abuse, accident, or environmental factors (for example, fire or flood damage).

B. Voice Advantage Solution

1. Prior to cut-over from existing phone system to Voice Advantage system, VC3 will monitor internet connection for packet loss and jitter. If this test for quality of service does not meet the minimum requirements, Customer will be responsible for resolving any network latency or quality of service issues prior to VC3 implementing the Voice Advantage solution. Minimum requirements are based on the number of concurrent off-net calls at each location at 64kbps per call.
2. VC3 will supply the necessary qualified resources to remotely manage and support the telephony services specified in this work order on a 24x7 basis. Add/edit/delete activities for telephony accounts will be provided during the hours of 8 am to 5 pm EST, Monday through Friday, excluding holidays.
3. Directory Listing & Directory Assistance (DL/DA) is a service that provides one simple listing per telephone number service address (only one number per address is allowed). A simple listing is one non-bolded, basic listing published via the geographically relevant directory publisher. This service also includes availability of the number via Directory Assistance providers (aka 411). VC3 will make a best

effort attempt to have numbers published with a relevant directory publisher but cannot guarantee how individual publishers publish the data.

4. VC3 will provide up to 500 minutes of nationwide calling per user each month. If the aggregate amount for all of a customer's users is exceeded additional charges may apply.

EXCLUSIONS

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

- A. When customer requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined In the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the customer that these services are outside the scope of this work order and will receive approval from customer prior to rendering these additional services.

CUSTOMER RESPONSIBILITIES

- A. Customer will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Customer is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Customer is responsible for proper disposal of customer-owned devices.
- D. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
- E. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- F. Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which VC3 is billed that are passed through



to the Customer (collectively, "Fraudulent Calls"). Customer shall not be excused from paying VC3 for any Services provided to Customer or any portion thereof on the basis that Fraudulent Calls comprised a corresponding portion of the Services. In the event VC3 discovers Fraudulent Calls being made (or reasonably believes Fraudulent Calls are being made), VC3 shall immediately notify Customer. Notwithstanding the foregoing, nothing contained herein shall prohibit VC3 from taking immediate action (within one (1) hour of VC3 first attempt to notify Customer) that is reasonably necessary to prevent such Fraudulent Calls from taking place, including without limitation, denying any Services to particular ANIs or terminating any Services to or from specific affected locations.

- G. Customer is wholly responsible for any and all E911 changes. VC3 hereby notifies Customer as follows:
 - a. 9-1-1 emergency calls will be routed ONLY to the address reflected on the applicable customer service order, and that in the event of a failure of the Services 9-1-1 emergency calls may not be completed successfully, and
 - b. Customer is solely responsible for ensuring that its premise equipment is functional and that power is available to such premise equipment.
 - c. Customer is responsible for notifying VC3 of any relocation of devices that result in a change of street address.
 - d. VC3 SPECIFICALLY ADVISES CUSTOMER OF THE FOLLOWING CIRCUMSTANCES UNDER WHICH E911 SERVICE MAY NOT BE AVAILABLE THROUGH THE INTERCONNECTED VOIP SERVICE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO TRADITIONAL E911 SERVICES:
- H. If the physical telephone is moved to another address other than the address that is on file with VC3.
- I. Customer shall ensure minimally acceptable bandwidth; customer sites should have a minimum bandwidth of 100 Mbps (download). Migration/onboarding requires 5 Mbps per 400GB of data (upload). Any site not meeting the minimum bandwidth should be upgraded prior to moving this solution into production.

ASSUMPTIONS

- A. The Work Order will not become effective unless and until it is agreed upon and signed by the Customer and VC3.



- B. If VC3 is providing or managing Customer's Microsoft Licenses, then Customer agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>. Customer's signature on this Work Order indicates acceptance of the Microsoft Customer Agreement.
- C. If any government statute or regulation or order by a court of law or regulatory authority directly (a) prohibits performance under this Work Order, (b) makes such performance illegal, impossible or impractical, or (c) effects a change which has a material adverse impact upon either party's performance of its obligations under this Work Order, then the parties will use all reasonable efforts, to either (1) revise or amend such conflicting statute or regulation or order by a court of law or regulatory authority or (2) revise this Work Order (a) so that performance under this Work Order is no longer prohibited, illegal, impossible or is no longer impacted in a material adverse fashion, and (b) in a manner that preserves, to the maximum extent possible, the respective original intent of the parties. Each party will endeavor to provide reasonable notice to the other party as to any proposed law, regulations or any regulatory proceedings or actions that could affect the rights and obligations of the parties under this Work Order. If the parties are unable to revise this Work Order in accordance with the above, then the party whose performance is rendered prohibited, illegal, impossible, impractical or is impacted in a material adverse manner shall have the right to, at its sole discretion, to cease performance of any such obligations or Services that are so prohibited, impossible, impractical or material and adversely affected without further obligation or liability upon thirty (30) days' prior written notice to the other party (or less if required by law). The parties will continue to perform all such obligations and Services under this Work Order that are not so prohibited, impossible, impractical or material and adversely affected; provided if a material part of the rights and obligations under this Work Order are suspended in accordance with the above and the performance of the remaining obligations would not reasonably maintain the respective original intent of the parties or would not serve the essential purpose of this Work Order, then either party shall have the right, at its sole discretion, to terminate this Work Order without further obligation or liability upon thirty (30) days' written notice to the other party.
- D. This Work Order is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies. It is agreed that each party shall obtain, file, and maintain any tariffs, permits, certifications, authorizations, licenses or



similar documentation as may be required by any governmental body or agency having jurisdiction over its business.

INVOICING

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

Unit rates will increase 3.00% annually on the anniversary of the Effective Services Start Date.

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

Table C

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Work Order.	\$0.00
Monthly Fee (60 Months)	Invoicing to begin when recurring services begin.	\$2,986.50
Annual Fee (60 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table B for implementation fee and monthly fee amounts.*

VC3, Inc

City of Mauldin, SC

By: _____

By: _____

Name _____

Name _____

:

:

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM A – SERVICE DESK PRIORITIES

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

A. Priority 1:

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

B. Priority 2:

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

C. Priority 3:

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

D. Priority 4:

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

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.



- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

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

ADDENDUM B – MAINTENANCE WINDOWS

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

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



March 3, 2020

Dear City of Mauldin, SC,

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

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

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

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

Sincerely,

VC3, Inc.



ACH Payment Authorization Agreement

Company Name: City of Mauldin, SC

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

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Account Type: _____

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

Name: _____ Title: _____

Signature: _____ Date: _____

Remittance Contact: _____

Contact Email: _____

Finance & Policy Committee

AGENDA ITEM

MEETING DATE: May 4, 2020

AGENDA ITEM: Freedom of Information Act (FOIA) Policy

TO: Finance & Policy Committee

FROM: City Administrator Brandon Madden

ITEM NUMBER: 6d

SUBJECT: FOIA Policy

REQUEST

The Committee is requested to consider a Resolution adopting and the related FOIA policy.

HISTORY/BACKGROUND

Pursuant to the State FOIA law, the City is required to establish a rate for searching, retrieving, and redacting records attendant to FOIA request.

Also, the City must pass an ordinance establishing a fee schedule consistent with the FOIA requirements.

ANALYSIS

Attached for Council's consideration is a Resolution adopting and the related FOIA policy which is also attached.

FISCAL IMPACT

None associated with this request.

RECOMMENDATION

Staff recommends approval of the Resolution and FOIA policy as presented.

ATTACHMENTS

Resolution
FOIA Policy

RESOLUTION _____ - 2020

A RESOLUTION TO ESTABLISH A POLICY FOR PROCESSING REQUESTS FOR PUBLIC RECORDS PURSUANT TO THE FREEDOM OF INFORMATION ACT

WHEREAS, the South Carolina Freedom of Information Act (FOIA) established the right for requestors to obtain public records of the City permitted by the Act; and,

WHEREAS, the South Carolina Legislature has made revisions to the FOIA law; and,

WHEREAS, the City of Mauldin previously adopted a policy to process FOIA requests; and,

WHEREAS, the Mayor and Council find that adopting a new FOIA policy which complies with recent changes in the law will provide guidance and standards for requestors of public records and City employees that will standardize the process and provide consistency in processing FOIA requests.

NOW, THEREFORE, be it resolved that the current FOIA policy is rescinded and the new FOIA policy attached hereto is hereby adopted to be included in the City of Mauldin Policies and Procedures Manual as Policy Number 2020-1.

This Resolution shall take effect immediately upon approval hereof.

City of Mauldin

Date Adopted: _____, 2020

Terry Merritt, Mayor
City of Mauldin

ATTEST:

Cindy Miller, Municipal Clerk

Approved as to Form:

John B. Duggan, City Attorney

City of Mauldin

Policies and Procedures Manual

Title: Freedom of Information Act Requests

Department: Administrative Policy Number: 2020 - 1

Effective Date: _____

I. Purpose

To establish a procedure to respond to requests for public records in accordance with the South Carolina Freedom of Information Act ("FOIA"). *See S.C. Code of Laws §§30-4-10 et seq.*

II. Definitions

Public record – includes all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials regardless of physical form or characteristics prepared, owned, used, in the possession of, or retained by a public body.

Non-existing record – The City will not create a record if one does not exist at the time an FOIA request is made. The City will notify the requestor that no public records are in the possession of the City that pertain to the request.

Exemptions – A public body may, but is not required to, exempt from disclosure certain records. The list of allowed exemptions may be found in S.C. Code of Laws §30-4-40.

FOIA Request- A request, in writing, for public records made in accordance with the South Carolina Freedom of Information Act ("FOIA"). Any person has a right to inspect or copy any public record of a public body, except as otherwise provided by Section 30-4-40, in accordance with reasonable rules concerning time and place of access, as determined by the City of Mauldin. The written request must provide the reason for the request and provide that the records requested will not be used for commercial solicitation directed to any person.

- This right does not extend to individuals serving a sentence of imprisonment in a state or City correctional facility. Pre-trial detainees not yet sentenced or other persons not yet sentenced detained in a state or City correctional facility have the right to inspect or copy any public record of a public body.
- The City will include a notice to all requestors of records pursuant to this chapter and to all persons who obtain records pursuant to this chapter that obtaining or using public records for commercial solicitation directed to any person in this State is prohibited.

Waiver of written request: The following records of the City will be made available for public inspection and copying during the hours of operation of the public body without the requestor being required to make a written request to inspect or copy the records when the requestor appears in person:

- (1) Minutes of the meetings of the City for the preceding six months;
- (2) All reports identified in section 30-4-50(A)(8) (*crime reports*) for at least the 14 day period before the current day;
- (3) Documents identifying persons confined in jail, detention center, or prison for the preceding three months; and,
- (4) All documents produced by the public body or its agent that were distributed to be reviewed by a member of the public body during a public meeting for the preceding six-month period.

Fees – The public body may establish and collect fees not to exceed the actual cost of the search, retrieval, and redaction of records. Fees charged by a public body must be uniform for copies of the same record or document and may not exceed the prevailing commercial rate for the producing of copies. The records must be furnished at the lowest reasonable cost to the person requesting the records. When the City Administrator determines that providing the information requested benefits the general public, a waiver or reduction of the fee may be granted. The City may charge a reasonable hourly rate for making records available to the public and may require a deposit not to exceed twenty-five percent (25%) of the total anticipated cost for reproduction of the records prior to searching for or making copies of the records. A copy of the fee schedule shall be posted online. (See the Fee Schedule in Section 8.)

Request for Responses:

III. Procedure

A. Intake and Assessment:

1. Department Directors should designate, at a minimum, one person or as many employees as the Director deems necessary within each department responsible for handling FOIA requests. This responsibility should include receiving, logging, processing, and/or coordination of response.

2. All FOIA requests received (in hand delivery, email, or facsimile) by any City Department (with the exception of those identified in the above definitions) shall be immediately date and time stamped and delivered to the Mauldin City Clerk's Office for processing. A copy of the request (hard or electronic) shall be retained by the department.

3. Any citizen requesting information on where to send a FOIA request, shall be informed to hand deliver, mail, email, use the online FOIA form, or fax the request to:

City Clerk's Office
City of Mauldin
5 East Butler Rd.
Mauldin, SC 29662
cmiller@mauldincitysc.com

4. The City Clerk's Office shall assess the request to determine if it is a FOIA request (i.e., a request for records) or merely questions (i.e., request for responses) posed to the City. The City Clerk's Office shall reply, in writing, to questions informing the requestor of the City's policy. Questions from the media shall be forwarded to the Public Information Officer for response. FOIA requests shall be immediately processed per the below procedures.

a. The City Clerk's Office will forward the FOIA request to all departments, via the departmental FOIA designee. All departments must respond to the City Clerk's Office within two business days indicating if they have information which is responsive to the FOIA request and/or request a clarification about the request. If a department indicates it has responsive documents/information, it will provide a cost estimate within two business days (and an estimated time for the provision of records within two business days) based on the Fee Scheduled Policy herein provided. Departments with questions regarding compliance with the FOIA and whether certain City records are public records should contact the Legal Department.

- b. The City has ten (10) working days (excluding weekends and legal public holidays) from the date of receipt to reply to the requestor in writing informing the requestor of the City's determination of availability of the requested records; however, if the record is more than twenty-four (24) months old at the date the request is made, the City has twenty (20) days (excluding weekends and legal public holidays) of the receipt to make this notification. Such correspondence shall also include the request for deposit of twenty-five percent (25%) of the total cost, based on the departmental estimate. The records will not be retrieved by the department(s) until the deposit has been received by the City and the check or transaction has cleared the financial institution. When the deposit has cleared the financial institution, the City Clerk's Office will notify the requestor of the estimated time of response, unless such time is less than five (5) days, in which case, no follow-up letter is necessary.
- c. The record must be furnished or made available no later than 30 calendar days from the date on which the deposit cleared the financial institution or the date the final determination was provided. If the records are more than 24 months old, the record must be furnished or made available no later than 35 calendar days from the date the deposit was made or the date the final determination was provided.
- d. Requests for clarification or requests to narrow an overly broad request that the City cannot reasonably respond to shall be communicated to the requestor in writing within seven (7) days of the City's receipt of the request. This request does not extend deadlines. The deadline to respond and all other applicable deadlines will remain active and the City must adhere to these deadlines regardless of whether the request is narrowed or whether clarification is given.
- e. The various response, determination, and production deadlines are subject to extension by written mutual agreement of the City and the requesting party at issue, and this agreement shall not be unreasonably withheld.
- f. Each department with responsive records will provide the records to the City Clerk's Office within two (2) business days. The City Clerk's Office will compile the information, draft a cover letter listing the information provided, and provide a completed packet to the Legal Department for review. The Legal Department will review the records for any exemptions, make any redactions necessary to the records (or request the department make the redactions), and provide the specific section of the FOIA statute to the City Clerk's Office for inclusion in the response cover letter.

B. Fee Schedule Policy- In accordance with the S.C. Code of Laws, all Mauldin City departments shall adhere to the following fee schedule:

A fee shall not be charged if the total cost to produce the record(s) is \$20.00 or less.

Service		Fee
a.	Copying Fee	\$0.25 per page
A charge shall be levied for each hard copy made by copier or computer printer. If information is emailed, the copying fee does not apply.		
b.	Records Research	Gross Hourly Rate
Hourly fee, pro-rated, shall be based on the gross hourly rate of the lowest paid employee researching the records requested, who has the necessary		

skill and training to perform the request. This time shall include any time for making hard copies of records for the requestor.		
c.	Information Provided by Fax	Gross Hourly Rate
Hourly fee, pro-rated, shall be based on gross hourly rate of the lowest paid City Clerk's Office employee faxing the requested records.		
d.	E-mail Search Programming Fees	Gross Hourly Rate
Hourly fee, pro-rated, shall be based on gross hourly rate of the lowest paid IT employee who has the necessary skill and training to design and enter the search criteria for the requested records and retrieve the data.		
e.	Computer Media (CD)	\$5.00 per CD required
f.	USB Drives	Cost (including sales tax) of the USB Drive
f.	Public Inspection	Gross Hourly Rate
The City shall charge an hourly fee, pro-rated, based on the gross hourly rate of the lowest paid employee who has the necessary skill and training to make records available to the public for inspection. The rate shall be charged for the entire time the records are open for inspection and the employee has control of the records for inspection.		
g.	Redactions	Gross Hourly Rate
The City shall charge an hourly fee, pro-rated, based on the gross hourly rate of the lowest paid employee who has the necessary skill and training to perform the redactions pursuant to policy.		

C. Related FOIA issues

1. The Mauldin City Clerk's Office will compile and maintain a computerized log of all FOIA requests.
2. FOIA requests and/or responses may contain sensitive or confidential information. Employees involved in the FOIA process must maintain confidentiality of all FOIA requests and responses.
3. Certain information received from the IT department or GIS is copyrighted material. The City restricts further commercial distribution of public documents pursuant to a copyright by requiring anyone requesting the copyrighted documents to sign a licensing agreement acknowledging the copyright on the information and restricting any further commercial use without prior written consent from the City. The City Clerk's Office shall include the above copyright statement on all such information provided and work with the City IT/GIS to have the appropriate documentation signed by the requestor.
4. The above fee schedule shall not be subject to yearly CPI increase, but shall be subject to change at any time by the Mauldin City Council.

City Administrator

Date

Date adopted by Mauldin City Council: _____

Finance & Policy Committee

AGENDA ITEM

MEETING DATE: May 4, 2020

AGENDA ITEM: Business License Permit Fee Ordinance

TO: Finance & Policy Committee

FROM: City Administrator Brandon Madden

ITEM NUMBER: 6e

SUBJECT: Ordinance Waiving Business License Permit Fees

REQUEST

The Committee is requested to consider an ordinance waiving late fees associated with City business license permits through June 30, 2020.

HISTORY/BACKGROUND

During its March 23, 2020 Special Called Emergency Council Meeting, Council approved an Emergency Ordinance which amongst other provisions, waived late fees associated with City business license permits through May 23, 2020.

ANALYSIS

Given the impact of COVID-19, along with the tax filing extensions implemented for State and Federal taxes, the waiver of late fees associated with City business license permits through June 30, 2020 may assist businesses as they mitigate the fiscal impacts resulting from the COVID-19 pandemic.

FISCAL IMPACT

The waiver of the late fees may result in a longer closeout period for the current fiscal year due to the fact that business license permit revenues will be collected and reconciled after the fiscal year ends.

RECOMMENDATION

Staff will proceed at the direction of Council.

ATTACHMENTS

Ordinance

ORDINANCE _____-2020

AN EMERGENCY ORDINANCE TO EXTEND THE WAIVER OF LATE FEES FOR BUSINESS LICENSE PERMITS; AND MATTERS RELATED THERETO.

WHEREAS, it is well recognized that SARS-CoV-2, the virus that causes the disease COVID-19, presents a public health concern that requires extraordinary protective measures and vigilance; and

WHEREAS, these matters have taken many forms across the nation including travel bans, school closures, individual quarantines, and cancellation of major events, among other measures; and

WHEREAS, the City of Mauldin is working with other government agencies in an effort to prevent the spread of the disease; and

WHEREAS, on March 23, 2020, the City of Mauldin adopted an emergency ordinance whereby, among other things, it waived late fees associated with business license permits through May 23, 2020;

WHEREAS, on April 27, 2020, the Governor of the State of South Carolina, Henry McMaster, closed public schools for the remainder of the school year and extended the public health emergency through May 12, 2020; and,

WHEREAS, due to the COVID-19 pandemic, many of the City's businesses have incurred substantial financial hardship; and,

WHEREAS, Section 5-7-250(d) of the South Carolina Code of Laws empowers Council to enact emergency ordinances affecting life, health, or safety; and

WHEREAS, in light of the foregoing, Mauldin City Council deems it proper and necessary to adopt this emergency ordinance to extend the waiver of late fees for business license permits.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Mauldin, in Council assembled, that:

1. All late fees associated with City business license permits are waived through _____, 2020.

2. This emergency ordinance shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance, whichever date is earlier.

SIGNED, SEALED AND DELIVERED THIS ____ DAY OF _____, 2020.

This Ordinance shall be effective from the date of first and final reading.

Introduced: _____

Final Reading: _____

CITY OF MAULDIN, SOUTH CAROLINA

BY: _____
Terry Merritt, Mayor

ATTEST:

Cindy Miller, Municipal Clerk

APPROVED AS TO FORM:

Daniel R. Hughes, City Attorney