

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA  
#1 COURT SQUARE, SUITE 203  
PARKERSBURG WV 26101

IN RE: MINUTES OF MEETING HELD  
MONDAY, AUGUST 29, 2011

PRESENT: DAVID BLAIR COUCH, PRESIDENT  
WAYNE DUNN, COMMISSIONER  
STEPHEN GAINER, COMMISSIONER

At 9:30 A.M., the County Commission of Wood County met in regular session. They signed purchase orders, invoices, orders and other correspondence.

**AGENDA AND DISCUSSION ITEMS**

At 10:10 A.M., the County Commission met with Steve Rawlings from the West Virginia County Risk Pool to present them with a dividend check from the liability insurance.

At 10:35 A.M., the County Commission met with Toni Tiano, Grant Consultant and Kelly Shook, SOBER Grant Coordinator to discuss Ms. Shook's position. (Orders M/1623, M/1624 and M/16222.

At 10:43 A.M., the County Commission met with Jeff Williams, Director of the Wood County Day Report Center. Mr. Williams updated them on the budget for the Day Report Center as well as announced they have been pre-approved for a grant to employ a pre-trial release coordinator.

At 11:00 A.M., the County Commission attended a presentation by the West Virginia Coal Association.

The County Commission executed a resolution adopting the Wood County Hazard Mitigation Plan. (Order M/1620)

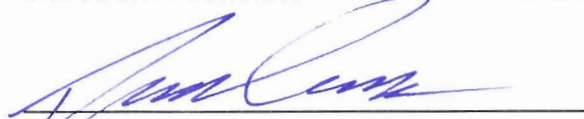
**ORDERS APPROVED AND ATTACHED TO THESE MINUTES**

M/1619, M/1620, M/1621, M/1622, M/1623, M/1624 and M/1625.

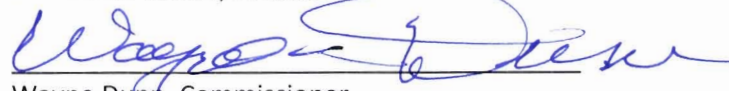
Having no further scheduled appointments or business to attend to, the County Commission adjourned.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
A blue ink signature of David Blair Couch, written in a cursive style, positioned above a horizontal line.

David Blair Couch, President

  
A blue ink signature of Wayne Dunn, written in a cursive style, positioned above a horizontal line.

Wayne Dunn, Commissioner

  
A blue ink signature of Stephen Gainer, written in a cursive style, positioned above a horizontal line.

Stephen Gainer, Commissioner

To listen to this meeting, please refer to DVD labeled August 29, 2011.

Wood County Commission Meeting  
Held August 29, 2011

**Please Print**

1.	Meagan Lough
2.	Kelly Shook
3.	Toni Tiano
4.	Jeff Williams
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6.	
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# Wood County Commission

8/29/2011

1 Court Square, Suite 203  
Parkersburg, WV 26101

<b>9:30 AM</b>	APPROVE AND SIGN MINUTES, ORDERS, PURCHASE ORDERS, INVOICES, NEW ROAD NAMES AND ANY OTHER ADMINISTRATIVE DUTIES	MARTY SEUFER, COUNTY ADMINISTRATOR
<b>10:00 AM</b>	HEALTH GENERATION	AMY FILE
<b>10:30 AM</b>	DISCUSS SOBER GRANT	TONI TIANO
<b>10:45 AM</b>	PRESENT REBATE CHECK FOR INSURANCE	STEVE RAWLINGS, WVCORP
<b>11:00 AM</b>	WEST VIRGINIA COAL ASSOCIATION PRESENTATION	CHRIS HAMILTON

Special notes:

1. Vacancies on Boards and Commissions
2. Building Enforcement Properties
3. Contribution Requests
4. County Facilities
5. Discuss Change Orders for Justice Center
6. Sheriff's Dept airport staffing
7. Lifestyle Returns (Wellness Committee Program)



8/29/11  
69/525

August 29, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE SHERIFF OF KANAWHA COUNTY IN THE AMOUNT OF \$20,230.87 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE WEST VIRGINIA DIVISION OF CRIMINAL JUSTICE SERVICES JUSTICE ASSISTANCE GRANT NUMBER 09-SHS-20.


**ORDER**

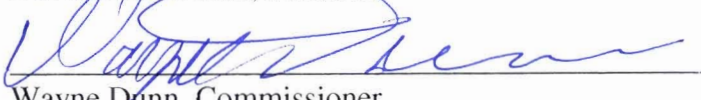
On this date, the County Commission of Wood County was in receipt of a check from the Sheriff of Kanawha County in the amount of twenty thousand two hundred thirty dollars and eighty-seven cents (\$20,230.87) which represents reimbursement to Wood County for expenses incurred during the month of April, 2011 in regard to the Homeland Security Grant Number 09-SHS-20. Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 69, at Page 482, bearing the date of June 27, 2011, at which time David Blair Couch, in his official capacity as President, and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the Homeland Security Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Wayne Dunn, Commissioner

  
\_\_\_\_\_  
Stephen E. Gainer, Commissioner

8/29/11  
69/525

AUGUST 29, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A  
RESOLUTION ADOPTING THE WOOD COUNTY HAZARD  
MITIGATION PLAN

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Wayne Dunn and made unanimous by Stephen Gainer, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Resolution adopting the Wood County Hazard Mitigation Plan.

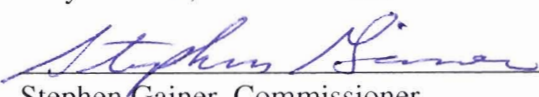
A copy of said Resolution is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Wayne Dunn, Commissioner

  
\_\_\_\_\_  
Stephen Gainer, Commissioner

M/1620

8/29/11  
69/525

**COPY**

## Hazard Mitigation Plan Adoption Resolution

### Adopting the Wood County Hazard Mitigation Plan

**Whereas**, the Wood County Commission recognizes the threat that natural hazards pose to people and property; and

**Whereas**, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and


**Whereas**, an adopted hazard mitigation plan is required as a condition of future grant funding for mitigation projects; and

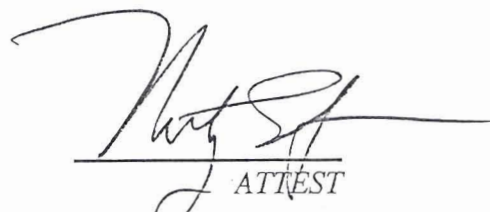
**Whereas**, the Wood County Commission participated jointly in the planning process with the other local units of government within the region to prepare the Mid-Ohio Valley Regional Hazard Mitigation Plan;

**Now, therefore, be it resolved**, that the Wood County Commission, hereby adopts the Mid-Ohio Valley Regional Hazard Mitigation Plan as the official Plan for the County; and

**Be it further resolved**, that Mid-Ohio Valley Regional council will submit, on behalf of the participating governments, the adopted Hazard Mitigation Plan to Federal Emergency Management Agency officials for final review and approval.

Passed: 8 / 29 / 11

  
\_\_\_\_\_  
David Blair Couch, President, Wood County Commission

  
\_\_\_\_\_  
ATTEST



AUGUST 29, 2011

8/29/11  
69/526

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE VICTIMS OF CRIME ADVOCATE GRANT NUMBER 10-VA-040. SAID REQUEST IS IN THE AMOUNT OF \$2,822.33

**ORDER**

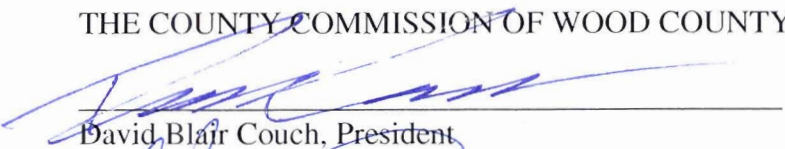
On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Steve Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Victims of Crime Advocate Grant Number 10-VA-040. The Request for Reimbursement is in the amount of two thousand eight hundred twenty-two dollars and thirty-three cents (\$2,822.33) for the month of July, 2011. Along with the Request for Reimbursement Form; a Financial Recap Page; Project Financial Report; Daily Time Sheets for the Victims Advocate, Tiffany Kiger; Time Sheets for the Assistant Victim Advocate, Clarence Hodge; Monthly Progress Reports and the Monthly Statistical Report have been submitted.

A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.


Documentation pertaining to the Victims of Crime Advocate Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

  
Wayne Dunn, Commissioner

  
Stephen Gainer, Commissioner

M/1621

8/29/11  
69/526

WEST VIRGINIA  
Division of Criminal Justice Services

Request for  
Reimbursement

RECEIVED  
(For DCJS Use Only)

Subgrantee: Wood County Commission  
Address: One Court Square, Suite 203  
Parkersburg, WV 26101  
Project #: 10-VA-040  
FEIN#: 556 000 417  
Funds are hereby requested to cover expenditures  
FROM: 7/1/11 TO: 7/31/11

PROJECT CASH EXPENDITURES

CATEGORY	AMOUNT
Personnel/Contractual	\$2,822.33
Travel/Training	
Space	
Other	
TOTAL	\$2,822.33

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President, Wood County Commission  
TYPED NAME & TITLE

SIGNATURE

8/29/11

DATE

(Authorized Official or Grant Financial Officer ONLY)

DCJS USE ONLY

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ \_\_\_\_\_  
Initials Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

Date

Program Accountant



8/29/11  
69/526

AUGUST 29, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A  
CONTRACTUAL AGREEMENT FOR KELLY C. SHOOK TO  
SERVE AS PROJECT COORDINATOR FOR THE SUBSTANCE  
ABUSE PREVENTION GRANT PROGRAM.

**ORDER**

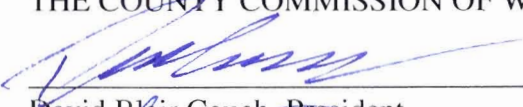
On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Stephen Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Contractual Agreement for the Substance Abuse Prevention Grant Program. Said Agreement is for Kelly C. Shook to Contract for said grant as Project Coordinator. Said Agreement is effective October 1, 2011 through June 30, 2012. Said contract obligates the Wood County Commission to a compensation total not to exceed seventeen thousand seven hundred sixty dollars and zero cents (\$17,760.00).

A copy of the Contractual Agreement is attached to this Order and should be made a part thereof.


The aforementioned Contractual Agreement and pertinent documentation pertaining to the aforementioned Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Wayne Dunn, Commissioner

  
\_\_\_\_\_  
Stephen Gainer, Commissioner

M/1622

8/29/11  
69/526

## AGREEMENT

This Agreement, is made and entered into this 29th day of August 2011 by and between the County Commission of Wood County, West Virginia, 26101 (hereinafter "Commission") and Kelly C. Shook, 2905 Morningside Avenue, Parkersburg, West Virginia, 26101 (hereinafter "Contractor").

## RECITALS

1. Whereas, the Commission is the recipient of grant funds from the State of West Virginia's Office of Military Affairs and Public Safety (MAPS) - Division of Justice and Community Services (DJCS) - Enforcing the Underage Drinking Laws Grant Program - for the purpose of conducting an underage drinking enforcement program through the Juvenile Probation Office; and

2. Whereas, the main function of the Project Coordinator will be to assist with the coordination of a program designed to enforce the underage drinking laws; and

3. Whereas, the Contractor has the expertise, knowledge, educational background, and previous experience necessary to conduct and oversee this Program through the Juvenile Probation Office; and

4. Whereas, the parties desire that the Contractor provide these services for the Commission to benefit the efforts regarding the aforementioned program.

NOW THEREFORE, in consideration of the promises made each to the other, and other good and valuable consideration, the Commission and the Contractor hereby agree as follows:

## SERVICES

The Contractor shall provide the following services to the Commission through the Juvenile Probation Office regarding their grantee status to this Program.

The Project Coordinator will assist with the coordination of the SOBER Program in Wood County by performing the following activities:

Main responsibilities of this position include:

- The Program Coordinator will report directly to the Program Director – Larry Johnson, Chief Juvenile Probation Officer.
- The Program Coordinator will oversee all day to day activities of the SOBER Program.
- The Program Coordinator will be responsible for ensuring that all grant and other required reports are accurately completed and submitted on-time.
- The Program Coordinator will handle all budgeting issues with the grant.
- The Program Coordinator will facilitate and maintain the Teen Intervene Substance Abuse intervention program.
- The Program Coordinator will coordinate Compliance Checks and maintain files and appropriate records on each check.
- The Program Coordinator will recruit and maintain files on the underage buyers.
- The Program Coordinator will assist with the TIPS Trainings as needed.
- The Program Coordinator will organize all Partnership/Planning and Evaluation Team Meetings.
- The Program Coordinator will maintain relationships with key community stakeholders to promote underage drinking and substance abuse prevention.
- The Program Coordinator will perform any other duties that are necessary for the proper administration, oversight, and coordination of the Program.
- The Program Coordinator will perform any other related duties which may be assigned by the Partnership/Planning and Evaluation Team, the grant funding source, or the Program Director.
- The Program Coordinator will continue searching for prevention and wellness related funding sources.

### **COMPENSATION**

The Commission shall compensate the Contractor at the rate of \$20.00/hour for an average of 24 hours/week x 37 weeks (October 1, 2011 – June 30, 2012) for a total compensation not to exceed \$17,760.00. These hours shall be worked as necessary each week in order to ensure that the program activities are being carried out in an efficient and effective manner. There are no benefits associated with this



position. This compensation shall be paid by the Wood County Commission General Fund.

The Contractor shall submit monthly time sheets and appropriate grant reports to the Chief Juvenile Probation Officer for payment purposes. Upon review of these documents, they will be submitted to the Commission for their approval and payment. This information shall be submitted to the Chief Juvenile Probation Officer by the 5<sup>th</sup> of each month. These invoices shall be paid in accordance with the grant program guidelines.

### **TRAVEL/TRAINING**

The EUDL grant provides funding for attendance at various conferences, trainings, and meetings. The Program Coordinator shall ensure that all travel follows West Virginia State Travel regulations. All travel shall be approved by the WVDJCS.

### **RECORDS**

Any books, documents, papers, and records of the Contractor directly pertaining to this specific contract shall be made available to the Commission, MAPS, DJCS, or their duly representative for the purpose of making audit, examinations, excerpts, and transcription.

### **TERMS OF AGREEMENT**

This Agreement shall begin October 1, 2011 and will terminate on June 30, 2012. If, however, any of the following circumstances arise, this Agreement may be terminated at an earlier date.

1. This Agreement may be terminated for just cause by either party upon thirty (30) days written notice given by one party to the other.
2. If for any reason the Commission does not have adequate funding, this contract shall terminate immediately.

3. If the Contractor does not comply fully with the mandated services of this Agreement, the Commission shall terminate this Agreement immediately upon written notice being provided to the Contractor by the Commission of such reason.
4. This contract may also be terminated upon circumstances beyond the control of the Contractor such as her death or disability precluding continuation of services to be provided.
5. In any of the above circumstances, damages shall be limited to payment for services rendered as of the date of termination.

If for any reason the conditions or provisions of this contract are not carried out by the Contractor, the Commission shall pursue all administrative, contractual, and legal remedies available by law, including such sanctions and penalties which may be available through these remedies.

#### **MODIFICATIONS TO AGREEMENT**

The terms contained in this Agreement may be modified or amended at any time by mutual consent of the Commission, the Contractor, and WVDJCS. Any change or amendment shall be reduced in writing and signed by all parties and be made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this the 29th day of August 2011.

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Kelly C. Shook, Contractor



8/29/11  
69526

AUGUST 29, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A  
CONTRACTUAL AGREEMENT FOR KELLY C. SHOOK TO  
SERVE AS PROJECT COORDINATOR FOR THE SUBSTANCE  
ABUSE PREVENTION GRANT PROGRAM.

**ORDER**


On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Stephen Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Contractual Agreement for the Substance Abuse Prevention Grant Program. Said Agreement is for Kelly C. Shook to Contract for said grant as Project Coordinator. Said Agreement is effective July 1, 2011 through June 30, 2012.

A copy of the Contractual Agreement is attached to this Order and should be made a part thereof.

The aforementioned Contractual Agreement and pertinent documentation pertaining to the aforementioned Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Wayne Dunn, Commissioner

  
\_\_\_\_\_  
Stephen Gainer, Commissioner

M/1623

8/29/11  
69/526

## AGREEMENT

This Agreement, is made and entered into this 29<sup>th</sup> day of August 2011 by and between the County Commission of Wood County, West Virginia, 26101 (hereinafter "Commission") and Kelly C. Shook, 2905 Morningside Avenue, Parkersburg, West Virginia, 26101 (hereinafter "Contractor").

## RECITALS

1. Whereas, the Commission is the recipient of grant funds from the State of West Virginia's Office of Military Affairs and Public Safety (MAPS) - Division of Criminal Justice Services (CJS) - Enforcing the Underage Drinking Laws Grant Program - for the purpose of hiring a Project Coordinator for the SOBER Program through the Juvenile Probation Office; and

2. Whereas, the main function of the Project Coordinator will be to assist with the coordination of a program designed to enforce the underage drinking laws; and

3. Whereas, the Contractor has the expertise, knowledge, educational background, and previous experience necessary to conduct and oversee this Program through the Juvenile Probation Office; and

4. Whereas, the parties desire that the Contractor provide these services for the Commission to benefit the efforts regarding the aforementioned program.

NOW THEREFORE, in consideration of the promises made each to the other, and other good and valuable consideration, the Commission and the Contractor hereby agree as follows:

## SERVICES

The Contractor shall provide the following services to the Commission through the Juvenile Probation Office regarding their grantee status to this Program.

The Project Coordinator will assist with the coordination of the SOBER Program in Wood County by performing the following activities:

- The Program Coordinator will report directly to the Program Director – Larry Johnson, Chief Juvenile Probation Officer.
- The Program Coordinator will oversee all day to day activities of the EUDL Grant.
- The Program Coordinator will be responsible for ensuring that all grant and other required reports are accurately completed and submitted on-time.
- The Program Coordinator will handle all budgeting issues with the grant.
- The Program Coordinator will facilitate and maintain the Teen Intervene Substance Abuse intervention program.
- The Program Coordinator will coordinate Compliance Checks and maintain files and appropriate records on each check.
- The Program Coordinator will recruit and maintain files on the underage buyers.
- The Program Coordinator will assist with the TIPS Trainings.
- The Program Coordinator will organize all Partnership/Planning and Evaluation Team Meetings through the Wood County Wellness Coalition.
- The Program Coordinator will attend all necessary meetings and trainings as outlined in the grants.



- The Program Coordinator will maintain relationships with key community stakeholders to promote underage drinking and substance abuse prevention.
- The Program Coordinator will perform any other duties that are necessary for the proper administration, oversight, and coordination of the Program.
- The Program Coordinator will perform any other related duties which may be assigned by the Partnership/Planning and Evaluation Team, the grant funding source, or the Program Director.

### **COMPENSATION**

The Commission shall compensate the Contractor at the rate of \$20.00/hour at an average of 8 hours per week for a 48 week period. The maximum amount shall be \$7680.00. These hours shall be worked as necessary each week in order to ensure that the program activities are being carried out in an efficient and effective manner. There are no benefits associated with this position.

The Contractor shall submit monthly time sheets and appropriate grant reports to the Chief Juvenile Probation Officer for payment purposes. Upon review of these documents, they will be submitted to the Commission for their approval and payment. This information shall be submitted to the Chief Juvenile Probation Officer by the 5<sup>th</sup> of each month. These invoices shall be paid in accordance with the grant program guidelines.

### **TRAVEL/TRAINING AND OTHER FUNDS**

The grant provides funding for miscellaneous travel. The Program Coordinator shall ensure that all travel follows West Virginia State Travel regulations and shall review her travel reimbursement requests.

The grant also provides funds to develop a media and public education and information campaign: public service announcements (PSAs), TIPS manuals, various promotional items and media ads. All purchases shall follow the purchasing procedures established by the Wood County Commission.

### **RECORDS**

Any books, documents, papers, and records of the Contractor directly pertaining to this specific contract shall be made available to the Commission, MAPS, CJS, or their duly representative for the purpose of making audit, examinations, excerpts, and transcription.

### **TERMS OF AGREEMENT**

This Agreement shall begin July 1, 2011 and will terminate on June 30, 2012. If, however, any of the following circumstances arise, this Agreement may be terminated at an earlier date.

1. This Agreement may be terminated for just cause by either party upon thirty (30) days written notice given by one party to the other.
2. If for any reason the Commission shall lose the funding provided for this Program from the MAPS, this contract shall terminate immediately.
3. If the Contractor does not comply fully with the mandated services of this Agreement, the Commission shall terminate this Agreement immediately upon written notice being provided to the Contractor by the Commission of such reason.
4. This contract may also be terminated upon circumstances beyond the control of the Contractor such as her death or disability precluding continuation of services to be provided.
5. In any of the above circumstances, damages shall be limited to payment for services rendered as of the date of termination.



If for any reason the conditions or provisions of this contract are not carried out by the Contractor, the Commission shall pursue all administrative, contractual, and legal remedies available by law, including such sanctions and penalties which may be available through these remedies.

**MODIFICATIONS TO AGREEMENT**

The terms contained in this Agreement may be modified or amended at any time by mutual consent of the Commission, the Contractor, and CJS. Any change or amendment shall be reduced in writing and signed by all parties and be made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this the 29<sup>th</sup> day of August 2011 following receipt of the grant approval from the CJS Office.

  
\_\_\_\_\_  
David Blair Couch, President  
\_\_\_\_\_  
Kelly C. Shook, Contractor

8/29/11  
69/526

AUGUST 29, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A  
CONTRACTUAL AGREEMENT FOR KELLY C. SHOOK TO  
SERVE AS PROJECT COORDINATOR FOR THE SUBSTANCE  
ABUSE PREVENTION GRANT PROGRAM.

**ORDER**

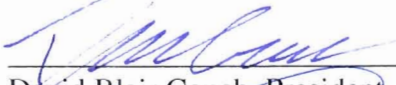
On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Stephen Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Contractual Agreement for the Substance Abuse Prevention Grant Program. Said Agreement is for Kelly C. Shook to Contract for said grant as Project Coordinator. Said Agreement is effective July 1, 2011 through September 30, 2012.

A copy of the Contractual Agreement is attached to this Order and should be made a part thereof.

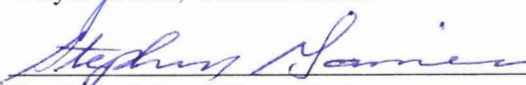
The aforementioned Contractual Agreement and pertinent documentation pertaining to the aforementioned Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

  
Wayne Dunn, Commissioner

  
Stephen Gainer, Commissioner

M/1624

8/29/11  
69/526

## AGREEMENT

This Agreement, is made and entered into this 29<sup>th</sup> day of August 2011 by and between the County Commission of Wood County, West Virginia, 26101 (hereinafter "Commission") and Kelly C. Shook, 2905 Morningside Avenue, Parkersburg, West Virginia, 26101 (hereinafter "Contractor").

## RECITALS

1. Whereas, the Commission is the recipient of grant funds from the State of West Virginia's Office of Military Affairs and Public Safety (MAPS) - Division of Criminal Justice Services (CJS) - Enforcing the Underage Drinking Laws Grant Program - for the purpose of hiring a Project Coordinator for the SOBER Program through the Juvenile Probation Office; and

2. Whereas, the main function of the Project Coordinator will be to assist with the coordination of a program designed to enforce the underage drinking laws; and

3. Whereas, the Contractor has the expertise, knowledge, educational background, and previous experience necessary to conduct and oversee this Program through the Juvenile Probation Office; and

4. Whereas, the parties desire that the Contractor provide these services for the Commission to benefit the efforts regarding the aforementioned program.

NOW THEREFORE, in consideration of the promises made each to the other, and other good and valuable consideration, the Commission and the Contractor hereby agree as follows:

## SERVICES

The Contractor shall provide the following services to the Commission through the Juvenile Probation Office regarding their grantee status to this Program.

The Project Coordinator will assist with the coordination of the SOBER Program in Wood County by performing the following activities:

- The Program Coordinator will report directly to the Program Director – Larry Johnson, Chief Juvenile Probation Officer.
- The Program Coordinator will oversee all day to day activities of the EUDL Grant.
- The Program Coordinator will be responsible for ensuring that all grant and other required reports are accurately completed and submitted on-time.
- The Program Coordinator will handle all budgeting issues with the grant.
- The Program Coordinator will facilitate and maintain the Alternate Routes Diversion Program.
- The Program Coordinator will facilitate and maintain the Teen Intervene Substance Abuse intervention program.
- The Program Coordinator will coordinate Compliance Checks and maintain files and appropriate records on each check.
- The Program Coordinator will recruit and maintain files on the underage buyers.
- The Program Coordinator will assist with the TIPS Trainings.
- The Program Coordinator will organize all Partnership/Planning and Evaluation Team Meetings through the Wood County Wellness Coalition.
- The Program Coordinator will attend all necessary meetings and trainings as outlined in the grants.



- The Program Coordinator will maintain relationships with key community stakeholders to promote underage drinking and substance abuse prevention.
- The Program Coordinator will perform any other duties that are necessary for the proper administration, oversight, and coordination of the Program.
- The Program Coordinator will perform any other related duties which may be assigned by the Partnership/Planning and Evaluation Team, the grant funding source, or the Program Director.

### **COMPENSATION**

The Commission shall compensate the Contractor at the rate of \$20.00/hour not to exceed 128 hours for the months of July, August, and September 2011. The maximum amount shall be \$7680.00. These hours shall be worked as necessary each week in order to ensure that the program activities are being carried out in an efficient and effective manner. There are no benefits associated with this position.

The Contractor shall submit monthly time sheets and appropriate grant reports to the Chief Juvenile Probation Officer for payment purposes. Upon review of these documents, they will be submitted to the Commission for their approval and payment. This information shall be submitted to the Chief Juvenile Probation Officer by the 5<sup>th</sup> of each month. These invoices shall be paid in accordance with the grant program guidelines.

### **TRAVEL/TRAINING AND OTHER FUNDS**

The grant provides funding for miscellaneous travel. The Program Coordinator shall ensure that all travel follows West Virginia State Travel regulations and shall review her travel reimbursement requests.



The grant also provides funds to develop a media and public education and information campaign: public service announcements (PSAs), TIPS manuals, various promotional items and media ads. All purchases shall follow the purchasing procedures established by the Wood County Commission.

### **RECORDS**

Any books, documents, papers, and records of the Contractor directly pertaining to this specific contract shall be made available to the Commission, MAPS, CJS, or their duly representative for the purpose of making audit, examinations, excerpts, and transcription.

### **TERMS OF AGREEMENT**

This Agreement shall begin July 1, 2011 and will terminate on September 30, 2011. If, however, any of the following circumstances arise, this Agreement may be terminated at an earlier date.

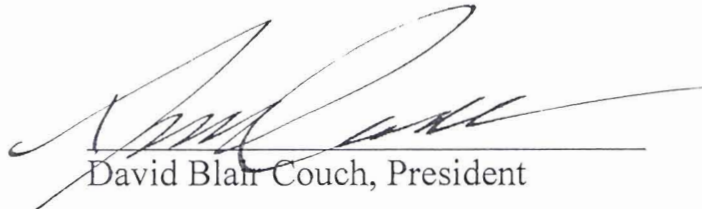
1. This Agreement may be terminated for just cause by either party upon thirty (30) days written notice given by one party to the other.
2. If for any reason the Commission shall lose the funding provided for this Program from the MAPS, this contract shall terminate immediately.
3. If the Contractor does not comply fully with the mandated services of this Agreement, the Commission shall terminate this Agreement immediately upon written notice being provided to the Contractor by the Commission of such reason.
4. This contract may also be terminated upon circumstances beyond the control of the Contractor such as her death or disability precluding continuation of services to be provided.
5. In any of the above circumstances, damages shall be limited to payment for services rendered as of the date of termination.

If for any reason the conditions or provisions of this contract are not carried out by the Contractor, the Commission shall pursue all administrative, contractual, and legal remedies available by law, including such sanctions and penalties which may be available through these remedies.

**MODIFICATIONS TO AGREEMENT**

The terms contained in this Agreement may be modified or amended at any time by mutual consent of the Commission, the Contractor, and CJS. Any change or amendment shall be reduced in writing and signed by all parties and be made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this the 29<sup>th</sup> day of August 2011 following receipt of the grant approval from the CJS Office.



David Blair Couch, President



Kelly C. Shook, Contractor

8/29/11  
69/527

AUGUST 29, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION AUTHORIZED DAVID BLAIR COUCH,  
AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN  
REGARD TO THE COMMUNITY CORRECTIONS GRANT NUMBER  
12-CC-09. SAID REQUEST IS IN THE AMOUNT OF \$35,117.31.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Stephen Gainer, seconded by Wayne Dunn and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Community Corrections Grant Number 12-CC-09. Reimbursement is in the amount of thirty five thousand one hundred seventeen dollars and thirty-one cents (\$35,117.31) for the month of July, 2011. In addition to the Request for Reimbursement the Time Sheets for employees of the Wood County Day Report Center, the Monthly Project Director's Report and the Project Financial Reports are being submitted to the Criminal Justice Services, Charleston, West Virginia.

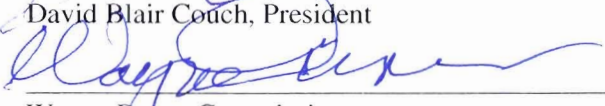
A copy of the Request for Reimbursement is attached to this ORDER and should be made a part thereof.

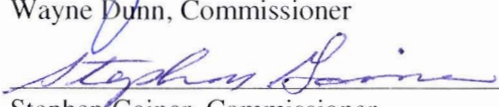
Documentation pertaining to the Community Corrections Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Wayne Dunn, Commissioner

  
\_\_\_\_\_  
Stephen Gainer, Commissioner

M/1625



8/29/11  
69527

WEST VIRGINIA  
Division of Criminal Justice Services

Request for  
Reimbursement

RECEIVED  
(For DCJS Use Only)

Subgrantee: Wood County Commission  
Address: One Court Square, Suite 203  
Parkersburg, WV 26101  
Project #: 12-CC-09  
FEIN#: 556 000 417  
Funds are hereby requested to cover expenditures  
FROM: 7/1/11 TO: 7/31/11

PROJECT CASH EXPENDITURES

CATEGORY	AMOUNT
Personnel/Contractual	\$35,117.31
Travel/Training	-0-
Space	-0-
Other	-0-
Equipment	-0-
<b>TOTAL</b>	<b>\$35,117.31</b>

CERTIFICATION:

I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David Blair Couch, President, Wood County Commission  
TYPED NAME & TITLE

SIGNATURE

8/29/11  
DATE

(Authorized Official or Grant Financial Officer ONLY)

DCJS USE ONLY

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of \$ \_\_\_\_\_  
Initials Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

Date

Program Accountant

8/29/11  
69/507

AUGUST 29, 2011

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY EXECUTE A RESOLUTION THAT AUTHORIZED DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE THE GRANT CONTRACT IN REGARD TO THE GOVERNOR'S COMMUNITY PARTNERSHIP GRANT PROGRAM FOR REPLACEMENT OF CARPET & FLOORING AT THE SALVATION ARMY.

**ORDER**

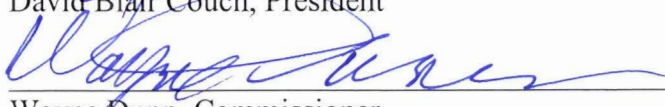
On this date, the County Commission of Wood County, upon a motion made by Stephen Gainer, seconded by David Blair Couch and passed, did hereby EXECUTE a RESOLUTION that hereby AUTHORIZES David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE the Grant Program Contract in regard to the Governor's Community Partnership Grant Program application for the Wood County Salvation Army Project (#11LEDA0825) in the amount of six thousand dollars and zero cents (\$6,000.00).

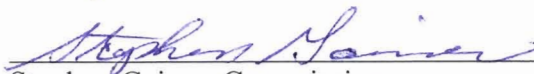
Pertinent documentation pertaining to the aforementioned Governor's Community Partnership Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

  
Wayne Dunn, Commissioner

  
Stephen Gainer, Commissioner

M/1625-B

AUGUST 29, 2011

8/29/11  
67/527

**COPY**

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

**RESOLUTION**

**WHEREAS**, The State of West Virginia is sponsoring the Governor's Community Partnership Grant Program; and

**WHEREAS**, the Governor's Community Partnership Grant Program is designed to provide assistance to Counties and Municipalities in West Virginia to address economic development projects; and

**WHEREAS**, the County Commission of Wood County is an eligible applicant; and

**WHEREAS**, the Wood County Commission possesses certain economic development needs which would qualify it for participation in the Governor's Community Partnership Grant Program; and,

**WHEREAS**, the County Commission of Wood County has reviewed the contract for the listed grant project and accepts the conditions therein,

**NOW THEREFORE, BE IT RESOLVED**, that David Blair Couch, in his official capacity as President, is **AUTHORIZED** to execute the Grant Program Contract in regard to the Governor's Community Partnership Program application for the following project:

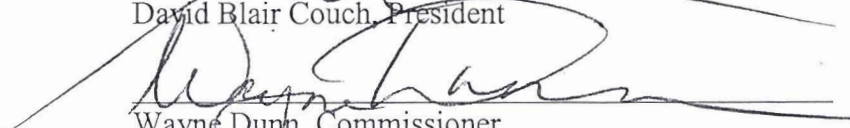
**SALVATION ARMY CARPET & FLOORING (11LEDA0825) - \$6,000.00**

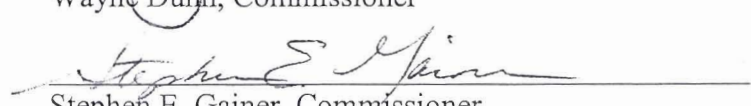
**RESOLVED** this 29th day of **AUGUST, 2011**.

APPROVED:

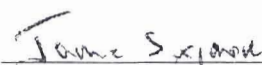
THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

  
Wayne Dunn, Commissioner

  
Stephen E. Gainer, Commissioner

Certified to be a true copy of a Resolution adopted at a regular meeting of the County Commission of Wood County held on August 29, 2011.

  
Jamie Six, County Clerk

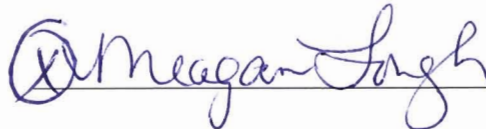


8/29/11  
69/52.5

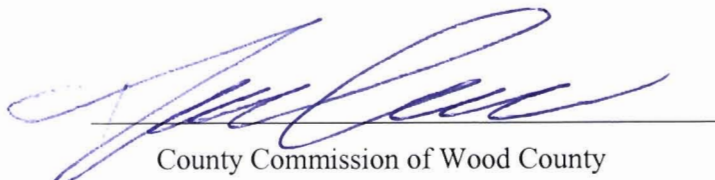
STATE OF WEST VIRGINIA  
COUNTY OF WOOD

} TO-WIT:

I, Meaghan Lough, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and that I will faithfully and impartially discharge the duties of the office of the Wood County Sheriff's Tax Office Tax Deputy in and for Wood County, West Virginia, to the best of my skill and judgment, during my continuance in the same; SO HELP ME GOD.

  
\_\_\_\_\_

Subscribed and sworn to, before \_\_\_\_\_ County Commission \_\_\_\_\_ of Wood County, West Virginia, this 29th day of August, 2011.

  
\_\_\_\_\_

County Commission of Wood County