

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203  
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD  
THURSDAY, OCTOBER 13, 2016

PRESENT: STEPHEN GAINER, PRESIDENT  
DAVID BLAIR COUCH, COMMISSIONER  
ROBERT K. TEBAY, COMMISSIONER

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

The Oaths of Office for Larry Allen – Wood County Recreation Commission, David Steele – Humane Society of Parkersburg, Russell Matson and Aaron Simonton – Wood County Commission on Crime, Delinquency and Correction were all put on record on this date. (Oaths are attached to these minutes.

The County Commission, upon a motion duly made, seconded and passed, approved minutes of September 19, 2016.

**AGENDA AND DISCUSSION ITEMS**

At 9:33 A.M., the County Commission approved an application for an Emergency Management Planning Grant (EMPG) as presented by Wood County Emergency Services Director, Mike Shook. Said grant is in the amount of \$92,984.00. (Order M/3499)

At 9:36 A.M., the County Commission signed a letter of support for the Parkersburg Livestock Market.

At 9:58 A.M., the County Commission placed Mike Shook in nomination for the Local Emergency Planning Committee. (Order A/1677)

At 9:59 A.M., the County Commission placed Stephen Nulter in nomination for the Union-Williams Public Service District Board and Edna Summers in nomination for the Claywood Park Public Service District Board. (Orders A/1678 and A/1679)

At 10:06 A.M., the County Commission continued the discussion related to the Wood County Development Authority.

At 10:35 A.M., the County Commission authorized the Administrator to change suppliers for the mail service for the County.

At 10:40 A.M., the County Commission approved the purchase of one road sign for Withers Lane.

**ORDERS APPROVED AND ATTACHED TO THESE MINUTES**

A/1677, A/1678, A/1679, M/3499, M/3500, M/3501, M/3496, M/3497, M/3498

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 10:45 A.M.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
Stephen Gainer, President

  
David Blair Couch, Commissioner

  
Robert K. Tebay, Commissioner

To listen to this meeting, please refer to DVD labeled October 13, 2016.

Wood County Commission Meeting  
Held October ~~10~~<sup>13</sup>, 2016

**Please Print**

1.	<i>Mike Shook</i>
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# Wood County Commission Agenda

10/13/2016

1 Court Square, Suite 203  
Parkersburg, WV 26101

9:30 A.M.	Consider EMPG Grant	Mike Shook, Emergency Services Director
	Consider letter of support for the Parkersburg Livestock Market	
	Consider Fire Fee Software Contract	
	Put Mike Shook in nomination for the Local Emergency Planning Commission and the 911 Advisory Board	
	Consider putting Stephen Nulter in nomination for the Union-Williams Public Service District	
	Consider putting Edna Summers in nomination for the Claywood Park Public Service District	
	Consider making appointments to the Wood County Development Authority	
	Discuss Jail bill	
	Administrator's Report	Marty Seufer, County Administrator
	County Commission Reports	

Discussion, Review and Approval of expenditures and disbursements identified on Exhibit 1, hereto attached

Correspondence for this meeting will be available for public review during regular office hours in Room 205 of the Wood County Courthouse two (2) days prior to the meeting



Exhibit 1

Discussion, Review and Approval of the following items may be included during this meeting and are available for public inspection in the Office of the County Administrator two days prior to this meeting.

Budget revisions

Purchase orders and requisitions

Revisions, reimbursement requests, resolutions and correspondence for grants

Grant disbursements to other entities

Invoices for expenditures to be paid

Reimbursements for travel expenses

Bid specifications and procedures for bids previously authorized by the Commission

Monthly Hotel Occupancy Tax Collection disbursements

Disbursements for previously approved Innovative Programming Grants

Tax refunds, exonerations, improprieties and consolidations

Probate items, including settlements, petitions and Fiduciary Commissioner reports

General Fund disbursements to entities

Funding requests from local organizations by written form

Payroll modification as submitted by elected officials

OCTOBER 13, 2016

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION PLACED MIKE SHOOK IN  
NOMINATION FOR APPOINTMENT TO THE WOOD COUNTY  
LOCAL EMERGENCY PLANNING COMMITTEE.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by David Blair Couch and made unanimous by Stephen Gainer, placed Mike Shook, Emergency Services Director, in nomination for appointment to the Wood County Local Emergency Planning Committee.

Said nomination is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. The term will expire December 17, 2017.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
Stephen Gainer, President

  
David Blair Couch, Commissioner

  
Robert K. Tebay, Commissioner

A/1677

Mark Rhodes  
WOOD COUNTY 09:14:39 AM  
Instrument No 8723796  
Date Recorded 10/13/2016  
Document Type CCO  
Pages Recorded 1  
Book-Page 72-169

OCTOBER 13, 2016

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION PLACED STEPHEN NULTER IN  
NOMINATION FOR REAPPOINTMENT TO THE UNION  
WILLIAMS PUBLIC SERVICE DISTRICT.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Robert K. Tebay and made unanimous by Stephen Gainer, placed Stephen Nulter in nomination for reappointment to the Union Williams Public Service District. Said vacancy is due to the fact that the term of Mr. Nulter will expire November 1, 2016. Said nomination is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities.

The new term will expire November 1, 2022.

APPROVED:

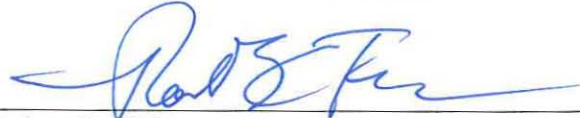
THE COUNTY COMMISSION OF WOOD COUNTY



Stephen Gainer, President



David Blair Couch, Commissioner



Robert K. Tebay, Commissioner

A/1678

Mark Rhodes  
WOOD COUNTY 09:16:38 AM  
Instrument No 8723799  
Date Recorded 10/13/2016  
Document Type CDD  
Pages Recorded 1  
Book-Page 72-170



OCTOBER 13, 2016

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION PLACED EDNA SUMMERS IN  
NOMINATION FOR REAPPOINTMENT TO THE CLAYWOOD  
PARK PUBLIC SERVICE DISTRICT.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Robert K. Tebay and made unanimous by Stephen Gainer, placed Edna Summers in nomination to the Claywood Park Public Service District. Said nomination is due to the fact that Ms. Summer's term expires November 1, 2016. Said appointment is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities. The new term will expire November 1, 2022.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
Stephen Gainer, President

  
David Blair Couch, Commissioner

  
Robert K. Tebay, Commissioner

A/1679

Mark Rhodes  
WOOD County 09:17:51 AM  
Instrument No 8723800  
Date Recorded 10/13/2016  
Document Type CDD  
Pages Recorded 1  
Book-Page 72-171

OCTOBER 13, 2016

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
STEPHEN GAINER, AS PRESIDENT, TO EXECUTE A  
GRANT REIMBURSEMENT REQUEST FOR AN EMPG  
GRANT IN THE AMOUNT OF \$92,984.00

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Robert K. Tebay and made unanimous by Stephen Gainer, did hereby AUTHORIZE Stephen Gainer, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Reimbursement Request in the amount of ninety-two thousand nine hundred eighty-four dollars and zero cents (\$92,984.00) for an Emergency Management Planning Grant (EMPG).

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

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
Stephen Gainer, President

  
David Blair Couch, Commissioner

  
Robert K. Tebay, Commissioner

M/3499

**STATE OF WEST VIRGINIA**  
Division of Homeland Security and  
Emergency Management  
**SUB-GRANT AWARD**

CFDA Number:

97.042

State Acct. No:

6267

Fiscal Year:  
FFY2015

Program Name:  
2015 EMPG

Sub-Grantee  
Name & Address: F.E.I.N.  
556000417

WOOD CO COMMISSION  
ONE COURT SQUARE SUITE 203  
PARKERSBURG WV 26101

Remit to:

WOOD CO SHERIFF Commission  
~~PO BOX 1985~~ One Court Square  
PARKERSBURG WV 26102-1985

Sub-Grant Period:

From: January 1, 2015  
To: December 31, 2015

Project Name:  
EMPG 2015

Federal Grant Number:  
EMW-2015-EP-00050

Sub-Grant Number:  
2015-054

Vendor #

**Project Notes**

Implement the project described in the submitted application. Further, follow all operational and grant-related reporting instructions from WVDHSEM, as applicable.

The submitted application has been reviewed, and the proposed project and budget as described in the application fall within all guidelines which govern the Homeland Security EMPG Grant Program.

Director, Administration WVDHSEM \_\_\_\_\_

I have reviewed this sub-grant award and the goals and objectives do fall within West Virginia's "HS Strategy, Goals, and Objectives", and the proposed budget fall within the grant guidelines.

Operations Director, WVDHSEM \_\_\_\_\_

By signing and accepting this award the sub-grantee agrees to comply with all special conditions & assurances included in the application.

**TOTAL AMOUNT OF: \$ 92,984.00**

Sub-grantee Authorized Official:



Date: 10/13/2016

Director, WVDHSEM:

Date: \_\_\_\_\_

Mark Rhodes  
WOOD County 09:20:21 AM  
Instrument No 8729803  
Data Recorded 10/13/2016  
Document Type CDD  
Pages Recorded 2  
Book-Page 72-173



OCTOBER 13, 2016

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE THE  
PURCHASE OF A ROAD SIGN FOR WITHERS LANE.

**ORDER**


On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Robert K. Tebay and made unanimous by Stephen Gainer, did hereby AUTHORIZE the purchase of a road sign for WITHERS LANE. Said sign was requested by Samantha Bradley.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
Stephen Gainer, President

  
David Blair Couch, Commissioner

  
Robert K. Tebay, Commissioner

M/3500

MARK KNOXES  
WOOD COUNTY 09:19:02 AM  
Instrument No 8723801  
Date Recorded 10/13/2016  
Document Type 000  
Pages Recorded 1  
Book-Page 72-172

OCTOBER 13, 2016

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
STEPHEN GAINER, AS PRESIDENT, TO EXECUTE A  
BASIC ORDERING AGREEMENT FOR SOFTWARE TO BE  
USED FOR THE FIRE FEE


**ORDER**

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Robert K. Tebay and made unanimous by Stephen Gainer, did hereby AUTHORIZE Stephen Gainer, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Basic Ordering Agreement for a Fire Fee Software and Maintenance with Global Science and Technology, Inc., Fairmont, West Virginia. Said Agreement is in the amount of seven thousand four hundred ninety dollars and zero cents (\$7,490.00) with an annual maintenance charge starting October 1, 2017 in the amount of one thousand nine hundred eighty dollars and zero cents (\$1,980.00)

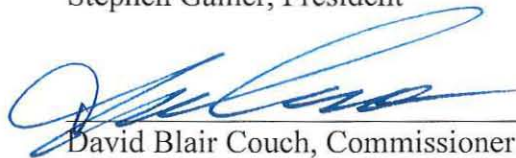
A copy of said Agreement is attached to this Order and should be made a part thereof.

APPROVED:


THE COUNTY COMMISSION OF WOOD COUNTY



Stephen Gainer, President



David Blair Couch, Commissioner



Robert K. Tebay, Commissioner



**BASIC ORDERING AGREEMENT (BOA)**

**FOR**

**FIRE FEE SOFTWARE AND MAINTENANCE**

**Contract No.**

**T017.1.004.WOO**

**October 1, 2016**



Prepared By  
Global Science & Technology, Inc.  
WV Division  
2000 Green River Drive, Suite 100  
Fairmont, West Virginia 26554

## COMMERCIAL CONTRACT FOR SERVICES

This Contract entered into by and between the Wood County Commission doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc. WV Division, (hereinafter sometimes referred to as the "Contractor") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

WITNESSETH THAT:

Whereas, the Wood County Commission desires to utilize the Contractors technology and engineering services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Wood County Commission and Contractor do mutually agree as follows:

### (1) BASIC TERMS AND CONDITIONS

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). The anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work to be performed and a Cost Quote for each task to the customer for acceptance and approval if the task does not fall under the Items to be Covered portion of this document.

The Contractor shall not proceed with any work under this contract without prior written authorization from the Wood County Commission.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in an individual task description, also referred to as a Statement of Work (SOW).

#### 1.1 PERIOD OF PERFORMANCE

Basic Ordering Agreement: October 1, 2016 to September 30, 2017

#### 1.2 CONTRACT NUMBER

This Contract Number is T017.1.004.WOO and will be submitted on all invoices.

#### 1.3 PAYMENT/INVOICES

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Wood County Commission on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to the address indicated below: (Please fill in)

Wood County Commission
#1 Court Square
Parkersburg, WV 26101

Payment of said invoices shall be contingent upon approval by the Wood County Commission, Fire Board. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after receipt of acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for

the Wood County Commission to be able to determine the reasonableness of the costs and/or prices quoted therein.

2.0

**Statement of Work (SOW):**

**ITEM No. 1:**

**Phase 1: Basic Fire Fee Software**

- Upload of data from data file
- Customization of Invoices for printing
- Customization of Taxpayer Receipt
- Initial Setup/Installation/Training
- Fee Inquiry Website (if desired)

**Price: \$7,490.00 (One-Time Fee)**

**ITEM No. 2:**

**Phase 2: Annual Maintenance**

- Unlimited Phone/Email/Remote Access Support

**Price: \$1,980.00 (per year beginning October 1, 2017)**

**Schedule:**

Work will commence immediately upon receipt of signed contract.

**Payment Terms:**

Payment will be due for each item 30 days after the invoice date. Each month will be invoiced prior to services rendered according to the pricing schedule below:

**Pricing for Expenses and Per Diem**

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we will not bill for mileage or per diem.

**Payment Schedule and Terms**

GST's contract for Technical Support services would be for twelve (12 months beginning October 1, 2016 and concluding September 30, 2017.

Payment Terms will be Net 30.

Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

GST has set up minimum administration security to enable troubleshooting and modifications by several individuals during the set up of the network. We will provide tighter security as we begin administration tasks. Please keep in mind that GST does not take responsibility for networks that have security breaches or are "hacked" by unauthorized users. Administrator rights are a large responsibility. Those granted Administrator rights should understand the responsibility of this privilege.

**(3) STANDARD TERM AND CONDITIONS**

**3.1 Notices**

Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.



Wood County Commission Basic Ordering Agreement (BOA) 10/01/2016	
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<b>If to Customer:</b>	<b>If to Contractor:</b>
Wood County Commission #1 Court Square Parkersburg, WV 26101	Global Science & Technology Inc. WV Division 2000 Green River Drive, Suite 100 Fairmont, WV 26554 Attn: Sandra K. Stewart

### 3.2 Contacts

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

### 3.3 Proprietary Information and Non Disclosure

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party
2. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
3. Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
4. Used or disclosed with the prior written approval of the disclosing party
5. Disclosed without restriction to the receiving party from a source other than the disclosing party
6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

### **3.4 Assignments and Contracts**

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

### **3.5 Task Assignments**

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

### **3.6 Limitation of Liability**

Customer's maximum liability shall not exceed the fully executed Contract amount.

#### **3.6.1 Indemnification**

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the sole negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

#### **3.6.2 Infringement Indemnity**

In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any US Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.

### **3.7 Intellectual Property Rights and New Technology and Data Rights**

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions



of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

### **3.8 Customer Provided Equipment, Tools, and Materials**

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, purchased or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

### **3.9 Non-Waiver of Rights**

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

### **3.10 Validity**

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

### **3.11 Disputes**

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
3. If the Parties are unable to resolve the dispute through negotiation, then within thirty (30) days after the negotiation period ends, the Parties will refer the issue to The American Arbitration Association for final resolution. The procedures for presentation of each Party's position and the method by which The American Arbitration Association will reach and render a decision will be determined when the matter is referred thereto. If the Parties are unable to agree on such procedures, which The American Arbitration Association shall determine the procedures and methods to be used.
4. Unless the Parties otherwise agree in advance in writing, the decision of The American Arbitration Association will be final and binding on the Parties.

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

### 3.12 Entire Agreement

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and neither modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

### 3.13 General Relationship

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

### 3.14 Applicable State Law and Compliance

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued hereunder.

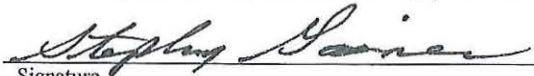
### 3.15 Order of Precedence

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Basic Ordering Agreement (BOA)
2. Statement of Work (SOW)

In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

**WOOD COUNTY COMMISSION, (Customer)**

  
Signature  
Stephen Gainer  
Name (Typed or Printed)  
President  
Title  
October 13, 2016  
Date

**GLOBAL SCIENCE & TECHNOLOGY, INC.  
(CONTRACTOR)**

\_\_\_\_\_  
Signature  
**SANDRA K. STEWART**  
Name (Typed or Printed)  
**DIRECTOR OF CONTRACTS**  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

MARK KNODES  
WOOD County 09:22:16 AM  
Instrument No 8723805  
Date Recorded 10/13/2016  
Document Type D20  
Pages Recorded 8  
Book-Page 72-175

# Check Register Report for Wood County Commission

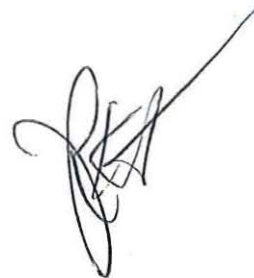
Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
2031	DENTAL	RENAISSANCE	REGULAR	10/05/2016	1,586.46	

GENERAL FUND Bank Id 101 Totals

1,586.46

Report Totals

1,586.46





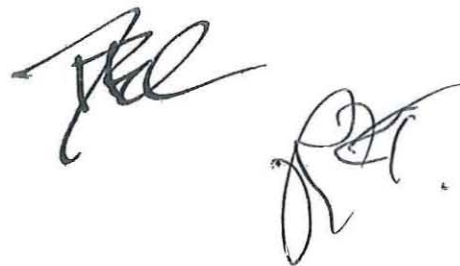
## Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
1229	WV DEPUTY	WV DEPUTY SHERIFF'S RETIREMENT	REGULAR	10/05/2016	2,468.00	
DEPUTY SHERIFF'S RETIREMENT Bank Id 369 Totals					2,468.00	
Report Totals					2,468.00	



## Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
161438	RAVENSWOO	RAVENSWOOD POLICE DEPARTMENT	VOID	10/06/2016	(638.37)	X
161457	RAVENSWOO	RAVENSWOOD POLICE DEPARTMENT	REGULAR	10/06/2016	639.37	
161458	PARKPOLICE	PARKERSBURG POLICE DEPARTMENT	REGULAR	10/06/2016	345.96	
161459	VIENNA	VIENNA POLICE DEPT.	REGULAR	10/06/2016	407.84	
GENERAL FUND Bank Id 101 Totals					754.80	
Report Totals					754.80	

Two handwritten signatures in black ink. The first signature is on the left, appearing to be 'JAC'. The second signature is on the right, appearing to be 'RST'.



STATE OF WEST VIRGINIA  
COUNTY OF WOOD

} TO-WIT:

I, Larry Allen, 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 Recreation Commission 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.

Larry R. Allen

1<sup>st</sup> day of OCTOBER, 2016

[Signature]  
County Commission of Wood County

Mark Rhodes  
WOOD County 09:04:39 AM  
Instrument No 8723789  
Date Recorded 10/13/2016  
Document Type COO  
Pages Recorded 1  
Book-Page 72-163

STATE OF WEST VIRGINIA  
COUNTY OF WOOD }

TO -WIT:

I, David Steele, 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 Humane Society of Parkersburg 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 the County Commission of Wood County, West Virginia, this  
11th day of October, 2016 .

  
County Commission of Wood County

Mark Rhodes  
WOOD County 09:11:20 AM  
Instrument No 8723793  
Date Recorded 10/13/2016  
Document Type CDD  
Pages Recorded 1  
Book-Page 72-167

STATE OF WEST VIRGINIA  
COUNTY OF WOOD }

TO -WIT:

I, Russell Matson , 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 Commission on Crime, Delinquency and Correction 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.

Russell Matson

12th Subscribed and sworn to, before the County Commission of Wood County, West Virginia, this  
day of OCTOBER , 2016.

[Signature]

County Commission of Wood County

4  
Mark Rhodes  
WOOD County 09:06:05 AM  
Instrument No 8723790  
Date Recorded 10/13/2016  
Document Type CCD  
Pages Recorded 1  
Book-Page 72-164

STATE OF WEST VIRGINIA  
COUNTY OF WOOD }

TO -WIT:

I, Aaron Simonton\_, 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 Commission on Crime, Delinquency and Correction 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 the County Commission of Wood County, West Virginia, this  
12th day of October, 2016.



County Commission of Wood County

Mark Rhodes  
WOOD County 09:07:27 AM  
Instrument No 8723791  
Date Recorded 10/13/2016  
Document Type CDD  
Pages Recorded 1  
Book-Page 72-165

September 30, 2016


To Whom It May Concern:

On September 30, 2016, Jeff McCrady terminated his employment as humane officer with the Humane Society of Parkersburg. I, Amber Dennison, authorize Jeff McCrady to be removed as a humane officer on October 10, 2016.

Thank you,



Amber Dennison  
Shelter Manager  
Humane Society of Parkersburg



Mark Rhodes  
WVDD County 09:09:13 AM  
Instrument No 8723792  
Date Recorded 10/13/2016  
Document type 000  
Pages Recorded 1  
Book-Page 72-166

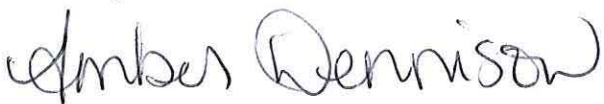


October 10, 2016

To Whom It May Concern:

On October 10, 2016, David Steele was hired as a full-time humane officer with the Humane Society of Parkersburg. I, Amber Dennison, authorize David Steele to be sworn in as a humane officer on October 10, 2016.

Thank you,



Amber Dennison  
Shelter Manager  
Humane Society of Parkersburg



Mark Rhodes  
Wood County 09:13:11 AM  
Instrument No 8723794  
Date Recorded 10/13/2016  
Document Type OCO  
Pages Recorded 1  
Book-Page 72-168