

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD
THURSDAY, MAY 9, 2019

PRESENT: DAVID BLAIR COUCH, PRESIDENT
ROBERT K. TEBAY, COMMISSIONER
JAMES COLOMBO, COMMISSIONER

The County Commission of Wood County met in regular session. They signed purchase orders, invoices and other correspondence.

The County Commission, upon a motion duly made, seconded and passed, approved minutes of April 22, 25, 29, 2019 and May 2, 2019.

AGENDA AND DISCUSSION ITEMS

At 9:20 A.M., the County Commission met with Sarah Farnsworth, Wood County Compliance Officer. She requested they write a letter on behalf of Jerry Shaffer who lives on Route 14 outside of Vienna who has complained of a flooding problem. The County Commission asked to have Mr. Shaffer appear before them to discuss the water problem and also his open dump on the property.

At 9:35 A.M., the County Commission held a hearing in regard to the Gary M. Cunningham estate. Sheriff Steve Stephens, Administrator CTA DBN, via his representative Denise Schuck and Charlotte M. Winters, former Executrix appeared before the County

Commission concerning two claims filed against the estate. After review, the County Commission Ordered Ms. Winters to file a report with the Sheriff's Department to retrieve items from the estate and pay the claims in the estate. If she doesn't, the Commission will authorize action by the Sheriff and Prosecuting Attorney. (Order A/Cunningham estate)

At 9:49 A.M., the County Commission executed an agreement to take payments via credit card and debit card with WV Interactive. (Order M/4099)

At 10:12 A.M., the County Commission, upon a motion duly made, seconded and passed, appointed Bernard Cothorn to the Mineral Wells Public Service District. (Order A/2109)

The County Commission, upon a motion duly made, seconded and passed, approved the hiring of Nicky Deem as Court Security with the Sheriff's Department.

At 10:13 A.M., the County Commission, upon a motion duly made, seconded and passed, announced a vacancy on the Parkersburg/Wood County Public Library Board. (Order A/2108)

At 10:16 A.M., the County Commission, upon a motion duly made, seconded and passed, announced vacancies on the Wood County Fire Board. (Order A/2107)

Having no scheduled appointments or business to attend to, the County Commission adjourned at 10:23 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

M/4099, M/4100, M/4101, A/2107, A/2108, A/2109

APPROVED:

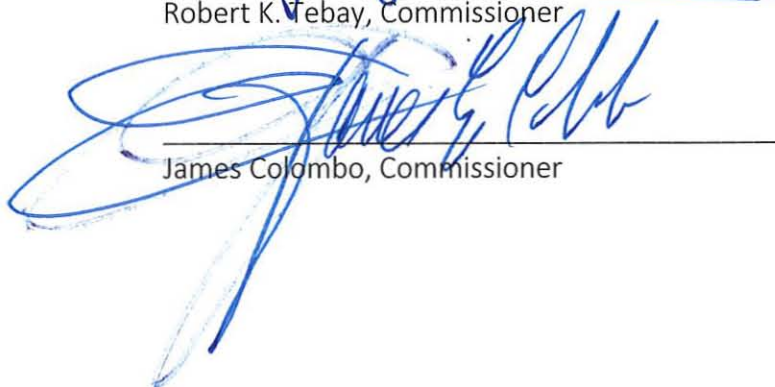
THE COUNTY COMMISSION OF WOOD COUNTY

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 Robert K. Tebay, written in a cursive style, positioned above a horizontal line.

Robert K. Tebay, Commissioner

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

James Colombo, Commissioner

Wood County Commission Meeting
Held May 9, 2019

Please Print

1.	Sarah Farnsworth
2.	Charlotte Winters
3.	Denise Schuck
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Wood County Commission
Agenda

5/9/2019

1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 A.M.	Gary Cunningham estate – request to force payment of claims	Denise Schuck, Chief Tax Deputy and Charlotte Winters
	Consider agreement with WV Interact to receive credit and debit card payments	
	Consider appointing Bernard Cothorn to the Mineral Wells Public Service District	
	Consider Request to hire Nicky Deem as full time Court Security - \$22,745.28/yr	
	Announce vacancy on the Parkersburg/Wood County Public Library Board (Miller)	
	Announce vacancy on the Wood County Fire Board (Robinson and Summers)	
	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

MAY 9, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ANNOUNCED THAT TWO
VACANCIES WILL EXIST ON THE WOOD COUNTY FIRE
BOARD.

ORDER


On this date, the County Commission of Wood County, upon a motion made by James E. Colombo, seconded by Robert K. Tebay and made unanimous by David Blair Couch, did hereby announce that two vacancies will exist on the Wood County Fire Board, as authorized in West Virginia State Code 7-17-6. Said vacancies are due to the terms of Tim Robinson (representing the Wood County Fire Association) and Bill Summers (representing the Wood County Commission) will expire on June 5, 2019. The new terms will expire June 5, 2022.

APPROVED:

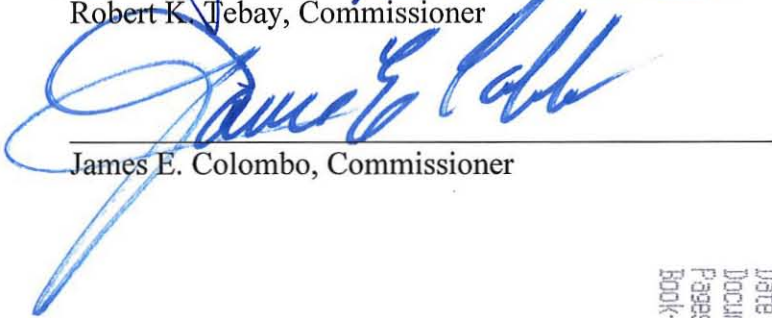
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/2107

Mark Rhodes
WOOD COUNTY 09:30:18 AM
Instrument No 88168739
Date Recorded 05/09/2019
Document Type 000
Pages Recorded 1
Book-Page 75-44

MAY 9, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ANNOUNCED THAT A
VACANCY EXISTS ON THE PARKERSBURG/WOOD
COUNTY PUBLIC LIBRARY BOARD.

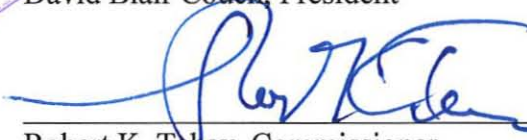
ORDER

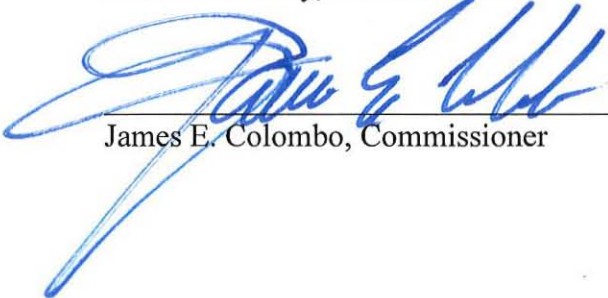
On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by David Blair Couch and passed, announced that a vacancy exists on the Parkersburg/Wood County Public Library Board. Said vacancy is due to the fact that Paul Miller's term expires June 30, 2019. The new term will expired June 5, 2024.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Robert K. Tebay, Commissioner

James E. Colombo, Commissioner

A/2108

Mark Rhodes
WOOD County 09:31:40 AM
Instrument No 88168740
Date Recorded 05/09/2019
Document Type 000
Pages Recorded 1
Book-Page 75-43

MAY 9, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION APPOINTED BERNARD
COTHERN TO THE MINERAL WELLS PUBLIC SERVICE
DISTRICT BOARD.

ORDER

On this date, the County Commission of Wood County, upon a motion made by James E. Colombo, seconded by Robert K. Tebay and made unanimous by David Blair Couch, appointed Bernard Cothorn to the Mineral Wells Public Service District Board. The unexpired term will expire July 16, 2023.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Robert K. Tebay, Commissioner

James E. Colombo, Commissioner

A/2109

Mark Rhodes
WOOD County 09:35:21 AM
Instrument No 88168741
Date Recorded 05/09/2019
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Pages Recorded 1
Book-Page 75-43

MAY 9, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: ESTATE OF GARY MARDEN CUNNINGHAM, DECEASED

ORDER

On the 9th day of May 2019, at 9:30 o'clock A.M., Sheriff Steve Stephens, Administrator CTA DBN, for the Estate of Gary Marden Cunningham, via his representative, Denise Schuck, and Charlotte Michelle Winters, former Executrix, appeared before the County Commission of Wood County concerning two claims file against said Estate. One claim from the City of Parkersburg in the amount of one-hundred eleven dollars and thirty-six cents (\$111.36) and one from the Sheriff of Wood County in the amount of eighty-seven dollars and fourteen cents (\$87.14).

Both claims were received while Charlotte Michelle Winters was serving as Executrix of the Cunningham Estate. Neither claim was disputed by Executrix Winters as being an invalid claim.

A hearing was held on February 21, 2019 concerning the assets of the Estate. The County Commission ruled Ms. Winters had misappropriated the assets of the Estate and Ms. Winters was given thirty days from service of the Order to pay the outstanding claims. The Order was served March 14, 2019 and the claims remain unpaid.

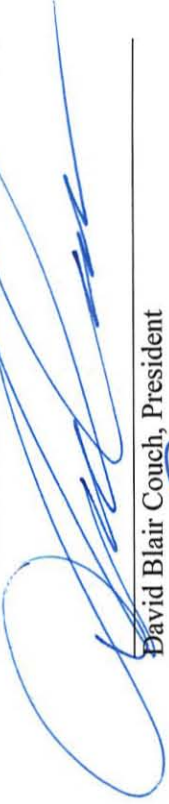
Ms. Winters stated the Civil War collection was in a storage building of a friend and he would not release the items to her. The Commission Ordered Ms. Winters to file a report with the Sheriff's Department to retrieve the items by Thursday, May 16, 2019.

Ms. Winters stated the vehicle was traded in for a vehicle for herself.


If the report is not filed or the claims paid by Ms. Winters, the Commission will authorize further action by the Sheriff and Prosecutor.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

A large, stylized blue ink signature, likely belonging to David Blair Couch, written over a horizontal line.

David Blair Couch, President

A blue ink signature, likely belonging to Robert K. Tebay, written over a horizontal line.

Robert K. Tebay, Commissioner

A blue ink signature, likely belonging to James E. Colombo, written over a horizontal line.

James E. Colombo, Commissioner

Mark Rhodes

WOOD County 02:09:14 PM

Instrument No 88170780

Date Recorded 05/09/2019

Document Type CCO

Pages Recorded 2

Book-Page 75-45

MAY 9, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE AN
AGREEMENT TO UTILIZE AUTOMATED PAYMENT
METHODS.

ORDER

On this date, the County Commission of Wood County, upon a motion made Robert K. Tebay, seconded by James E. Colombo 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 an Agreement for credit and debit card services with WV Interactive, Charleston, West Virginia. Said Agreement is upon the recommendation of Wood County Clerk, Mark Rhodes, and Wood County Chief Tax Deputy, Denise Schuck.

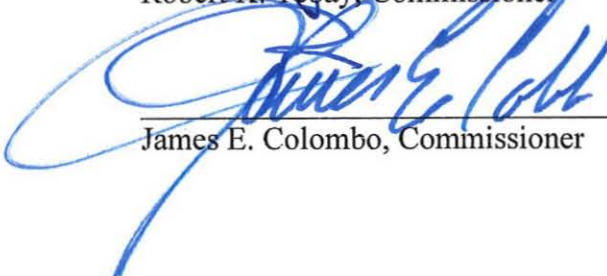
A copy of said Agreement is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Robert K. Tebay, Commissioner

James E. Colombo, Commissioner

M/4099



STATEMENT OF WORK

Wood County Commission

WViPay – Payment Engine
Version 1.0

wvinteractive

10 Hale Street, Third Floor

Charleston, WV 25301

P: (304)414-0265

F: (304)414-0266

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Overview

This Statement of Work ("SOW") document identifies the responsibilities between the Wood County Commission ("Partner") and West Virginia Interactive, LLC ("WVI") as the selected vendor/contractor providing Enterprise E-Government Services for the State of West Virginia. This document is subordinate to the terms and conditions of the contract between the State of West Virginia Office of Technology and WVI for Enterprise E-Government Services (Purchase Order ISCK0127 "Master Contract"). The issuance of a Contract Award by the State shall create a valid Contract between the Parties consisting of the following:

1. The AGREEMENT ADDENDUM FORM WV-96
2. The "Master Contract" Purchase Order ISCK0127
3. The Service Level Agreement ("SLA") between Partner and WVI
4. Any Best and Final Offer
5. Any clarifications concerning the Contractor's proposal response to the Solicitation
6. The Contractor's proposal response to the Solicitation

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

This SOW describes the transactions to be facilitated and the services to be provided through WVI for payment processing through the WViPay Checkout Page ("Application") and Payment Engine ("TPE") and the responsibilities of the parties for the successful completion of this project.

Project Participants

Project Agency:

Wood County Commission
1 Court Square, Room 205
Parkersburg, WV 26101

Project Sponsor:

Name: David Blair Couch
Title: President

E-Mail: mrhodes@woodcountywv.com
Phone: 304-424-1892

Project Manager:

Name: Denise Schuck
Title: Chief Tax Deputy

E-Mail: dschuck@woodcountywv.com
Phone: 304-424-1910

Accounts Payable:

Name: Tracie Huggins
Title: Tax Deputy

E-Mail: thuggins@woodcountywv.com
Phone: 304-424-1931

West Virginia Interactive, LLC
10 Hale Street, Third Floor
Charleston, WV 25301

Project Manager:

Name: Will Smith
Title: Director of Operations

E-Mail: will@wvinteractive.com
Phone: 304-414-0265 x1119

Purpose Statement

The WViPay application will allow the Partner to accept electronic payments from its customers. This includes, but is not limited to debit card, credit cards and electronic checks for Internet and over-the-counter transactions and may include additional payment channels in the future.

Current Process

New or replacement process for the Partner.

Scope Statement

Overview

WVI will provide three separate applications that will be utilized by the Partner to accept credit card, debit card and electronic check payments. The WViPay application is the payment processing front end at the counter. The Common Checkout Portal (CCP) application will allow secure payments online. The Payment Engine (TPE) is an enhanced payment processing system. Jointly, the three applications will provide the Partner with the functionality to accept credit card, debit card, and electronic check payments, authorize the transactions on a real-time basis and disburse the funds into the Partner's bank account.

Primary Business Requirements and Functionality

- A. All applications will be web-based.
- B. If interfacing from an external application, the Partner's application will pass required and optional data to WVI's WViPay application where the customer will be presented with additional required data that they will need to enter before the transaction is processed.
- C. If using an WVI-developed entry page, the entry page will pass required and optional data to WVI's WViPay application where the customer will be presented with additional required data that they will need to enter before the transaction is processed.
- D. If using the WViPay Over-the-Counter functionality, an authorized user will be presented with required data that they will need to enter to process the transaction on behalf of the customer.
- E. Once all required information is submitted and all data passes the validation process, the application will verify the customer's credit or debit card and purchase amount or the bank account information for an electronic check on a real-time basis. The routing number will be verified against a federal routing number database. Available funds and accuracy of full account numbers cannot be verified.
- F. If the transaction is not successful, the customer will receive an error message describing the error and will be allowed to attempt to correct and reprocess the payment.
- G. If the transaction is successful, a receipt is displayed to the Partner's customer.
- H. Authorized funds will be collected and deposited to WVI's account.
- I. The Partner will receive fund disbursements, via ACH transfer, directly to their bank account.

Reporting Requirements

- A. No additional reporting, outside of the standard WViPay or Payment Engine (TPE) reporting, is required.

Technical Description

- A. All applications within which sensitive data is transmitted shall be performed using the Secure Socket Layer (SSL) protocol using the portal's registered SSL certificate.
- B. All web pages and web applications shall reside on the portal's internal servers behind firewalls and appropriate security systems.
- C. The data provided for this application will be stored using a secured SQL database.
- D. Programmatic flow control shall be placed into effect, to prevent users from typing in specific URLs and bypassing normal program operation.
- E. Each page of an encrypted application will have a time limit placed upon it, watching for inactivity. When the time limit is exceeded without any activity occurring, the page will force the user to log out automatically in order to protect data.

Assumptions

- A. The Partner will develop their online application to communicate with the WViPay application, will use an WVI-developed entry page to communicate with WViPay or will use the stand alone Over-the-Counter functionality in WViPay.
- B. If the Partner is interfacing directly to WViPay, the Partner's application will consume a WViPay web service for processing payment orders.
- C. Reporting capabilities will be provided through the Payment Engine (TPE) to assigned users.

Post Deployment Support

- A. WVI will provide technical support to Partner during regular business hours, M-F 8:00 AM – 5:00 PM.

Anticipated Risks

There are no anticipated risks associated with this application.

Deliverables, Estimates and Projections

This section will describe the principal deliverables required of WVI for completion of the project along with estimates for each task.

Task	Number of Resources	Estimated Hours	Estimated Weeks
Analysis, Process Improvement, and Design	1	8	.2
TPE and WViPay Test Setup	1	16	.4
TPE and WViPay User Training	1	8	.2
Internal Testing and Corrections	1	8	.2
Migration and Implementation of Application	1	8	.2
Project Management	1	20	.5
Total Estimate		68	1.7

Fees and WVI Compensation

This project has been identified as a transaction based service which will assist WVI in generating revenues to recover ongoing operational costs related to the Enterprise E-Government Services project such as hosting infrastructure, software development, security, personnel, etc. The fees associated with this project including the Partner's fee and WVI's transaction fee shall consist of the following:

Portal Service	Merchant Fee	WVI Transaction Fee
WViPay Credit or Debit Card	2.2% of transaction amount	\$1.00 per transaction
WViPay Electronic Check		\$1.00 per transaction
AppEngine Credit or Debit Card	2.2% of transaction amount	\$2.00 per transaction
AppEngine Electronic Check		\$2.00 per transaction

The Partner will pass on the merchant fee and the portal fee to the customer, WVI will collect the funds at the time the money is deposited to the Partner's bank account.

Responsibilities of the Partner

In order to accomplish the tasks outlined in this SOW, WVI will require the Partner to perform the below listed items in a timely manner. If the Partner fails to provide any one of these items, the delivery dates for WVI deliverables may require adjustment. WVI will not be held responsible for delays due to unavailability of data or resources from the Partner.

This section includes some standard responsibilities of the Partner and some that are specific to this project.

1. The Partner will designate a Project Manager with responsibility and authority for review and approval of deliverables under this SOW.
2. The Partner will provide timely authorization for the project and for each approval required during the project.
3. The Partner will assist WVI in resolving any problems that arise both during and after the implementation of this project.
4. The Partner will provide transfer of necessary IT knowledge, environment and business processes to WVI. Verbal walkthroughs and documentation will satisfy this responsibility.
5. The Partner will provide necessary banking information to WVI. This information includes the routing number, account number and account type. In addition, a contact name and telephone number for the primary contact for the Partner's financial information.
6. The Partner will confirm with their bank that their account is authorized for ACH deposits.
7. The Partner, through the WViPay administrative tool, may customize the appearance of the payment screens. Customization includes the global look and feel of the web pages, service properties, customer data entry requirements, receipt page look and feel, and email properties.
8. The Partner will set up all users, merchants and services in the test WViPay application.
9. The Partner will provide resources to perform User Acceptance testing, to include financial, web, and technical review of the WViPay and Payment Engine (TPE) applications.
10. The Partner will set up all users in the production WViPay application.
11. The Partner will be responsible for costs associated to any 3rd party development of online payments.
12. The Partner will be responsible for PCI compliance and Audits within their office network for payments being accepted directly through TPE web services via a 3rd party application. PCI compliance responsibilities do not apply to applications hosted or developed by WVI.
13. The Partner will maintain up-to-date antivirus, firewalls, and software patches on all computers using this application.
14. The Partner will sign and return to WVI the Letter of Acceptance before the application is implemented and provide timely authorization for the project and for each approval required during the project.

Responsibilities of WVI

1. Provide day-to-day management of the work plan.
2. Host periodic team meetings to review the status of project activities against the plan.
3. Provide project plan updates to the Partner project manager, as required.
4. Perform user training for the Partner's technical and financial resources. The Partner will make necessary personnel available for training on the system.
5. Provide the Partner with system training. At the conclusion of training, user log in information, URL for the test and production applications will be provided to the Partner.
6. Provide executive briefings to the Project Sponsor and the eGovernment oversight entity, as required.
7. Provide full technical support to the Partner. Such support shall be directed to answering User questions and remotely resolving problems related to screen and record formats, codes, abbreviations, billing policies, error messages, batch run problems and other concerns related to accessing the system services outlined herein.

8. Recognize that authorized online access or transactions provide no right to possession or ownership of the Partner's Data Records at any time.
9. Provide only pass-through services for the Partner and shall not access or retain any data submitted by system users or any Partner Data Records for any reason other than the information that it is required to retain under this Agreement in its transaction logs. WVI will ensure that WVI does not aggregate independent sources of information to which it has access, including Partner's data and data submitted by system users, for the purposes of building comprehensive data records or for any other purpose.
10. Take all reasonable precautions to protect against unauthorized access or release of Partner Data Records, Confidential Records or Confidential Information in the custody of the Partner.
11. Immediately notify the Partner and the Office of Technology if it discovers that information provided under this SOW has been disclosed or is being used in violation of this SOW or state law.
12. Keep such records as are required to document usage associated with providing access to the Partner Data Records as defined herein; provide the Partner with access to these usage records at reasonable times for inspecting, auditing and copying purposes if so requested by the Partner; and provide the Partner online read only access to WVI's computerized transaction log, which will include the User ID, transaction data including date, time and type of query or transaction, and fee information, if any. Reasonable times include normal West Virginia State business operating hours, but may include holiday or weekends only in emergency situations.
13. Provide all equipment, software, supplies and other resources necessary to establish electronic access to the Partner Data Records so that WVI may make the system available to authorized users via the Internet.
14. Place the application into production and make it available for use by the Partner after receipt of an executed Letter of Acceptance from the Partner.
15. WVI will implement technical or functional modifications and/or enhancements, if possible, to the system as necessary, within a reasonable time-frame as is mutually agreed upon by the parties.
16. Training
 - a. Conduct training according to the Partner's requirements, which may include delivery of training through a variety of methods including regional on-site (train the trainers) sessions, Internet-based training such as web-based training sessions (webinars), integrated help tools and demo modules, and/or functional sample sites.
17. WVI will provide the Partner with a User's Manual for both the WViPay application and the Payment Engine (TPE) application.
18. WVI personnel will work with the Partner to complete Payment Engine (TPE) and WViPay merchant, services and user setup in the test application.
19. WVI personnel will review and approve the WViPay merchants, services, and users setup by the Partner in the test application.
20. WVI will perform ACH testing and ensure proper functionality before the application is implemented.
21. WVI personnel will complete the Payment Engine (TPE) merchant, services and user set up in the production application.
22. WVI personnel will copy the merchants and services from test WViPay to production WViPay and update the GUIDs.
23. WVI will provide the Partner with the production WViPay WSDL, merchant GUIDs and service GUIDs after receipt of an executed Letter of Acceptance from the Partner.
24. WVI shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through WVI. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
25. WVI shall repair or replace any defective card swipe hardware furnished through WVI to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
26. WVI agrees to participate in all meetings that the Partner identifies as necessary in order for WVI to provide hardware Service support. Partner agrees to supply WVI with all information necessary (within Partner's control) to aid WVI to assist Partner staff users at the Service hardware support level agreed above.

27. WVI will be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for WVI's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:
 - a. Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b. Supply reports to the Partner in an understandable and logical format; and
 - c. Be tested, reviewed, and approved by the Partner before it is offered to the user.
28. WVI is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry's Data Security Standards ("PCI DSS").

Process for Funds Transfer

Provide all funds collected through use of WVI's TPE in connection with this Agreement shall be directly deposited by the credit card processing bank or electronic check processing bank to WVI's Account. WVI will then transfer funds daily to the Partner's bank account.

The detailed processes are as follows:

1. The system will provide customers of the Partner with the ability to remit a payment at the Partner offices or over the Internet via a credit card or debit card or electronic check.
 - a. Customers will have the option of using a credit or debit card with the Visa™, Discover™, MasterCard™ or American Express™ logo.
 - b. A convenience fee will be charged to the Customer for each transaction in accordance with the fee structure outline herein.
 - c. Transactions will be authorized and deposited into WVI's account. WVI will then transfer the funds deposited into WVI's account on behalf of the Partner to the Partner's bank account.
2. Monies transferred from WVI to the Partner should post to the Partner's account within three (3) to five (5) business days of the original deposit into WVI's account. Bank and state holidays are recognized as non-business days.
 - a. Transfer of funds will not occur on the following days:
 - i. All Saturdays
 - ii. All Sundays
 - iii. New Year's Day (January 1)*
 - iv. Martin Luther King's Birthday (third Monday in January)
 - v. Presidents Day (third Monday in February)
 - vi. Memorial Day (last Monday in May)
 - vii. West Virginia Day (June 20)
 - viii. Independence Day (July 4)*
 - ix. Labor Day (first Monday in September)
 - x. Columbus Day (second Monday in October)
 - xi. Veteran's Day (November 11)*
 - xii. Thanksgiving Day (fourth Thursday in November)
 - xiii. Day after Thanksgiving (fourth Friday in November)
 - xiv. Christmas Day (December 25)*
 - xv. Day after Christmas (December 26)*
 - xvi. Bank holidays
 - xvii. Other holidays may be included when so declared by the state of West Virginia.

*If January 1, July 4, November 11, December 25 or December 26 falls on a Sunday, the next following Monday is the observed holiday. If January 1, July 4, November 11, December 25 or December 26 falls on a Saturday, the previous Friday is the observed holiday.

3. It will be the responsibility of the Partner to issue refunds to their customers at the Partner's discretion. WVI will deduct the refund amount from future Partner disbursements based on the transaction date of the refund.
4. In the case of a charge back (when a customer disputes the charge), the credit card processing bank will automatically debit WVI's account.
 - a. Charge backs occur for the following reasons:
 - i. Customer does not recognize the charges
 - ii. Fraudulent mail or phone order (also applies to Internet transactions)
 - iii. Duplicate processing
 - b. In the case of a dispute, WVI will notify the Partner within 24 hours by phone or by email of WVI's receipt of a dispute notice.
 - c. In the case of a dispute, WVI will request the Partner to provide WVI with any proof of service, receipt, etc. to aid in responding to the dispute.
 - d. WVI will make every effort to use the proof of service, receipt, etc. to aid in responding to any charge backs made to WVI's account. However, if resolution of the disputed charges cannot be accomplished, WVI will deduct the charge back amount from future Partner disbursements based on the transaction date of the charge back.
5. On electronic checks, the Partner will be responsible for all non-sufficient funds (NSF) or returned checks. The same process that is currently in place for returned physical checks will also apply to returned electronic checks as noted below. WVI will deduct the returned check amount from future Partner disbursements based on the transaction date of the returned check.

If an electronic check is returned:

- a. The electronic check processing bank will notify WVI.
- b. WVI will notify the Partner by phone or email and will communicate the service code, order ID, reason for the return and amount.
- c. WVI will forward all written returned check notices to the Partner to aid with collections.

Delivery of Final Application

Following user acceptance testing, the Partner will be requested by WVI to sign a formal Letter of Acceptance ("Letter"). The Project Sponsor, as previously identified in this SOW, must execute this Letter and WVI's General Manager must receive the Letter before the application can be placed into production and made available for use by the Partner. Once WVI receives the executed Letter from the Partner, the application will be deemed accepted, placed into the production environment and thus the project will be considered complete and delivered. A copy of the Letter is attached hereto as Exhibit A.

Change Process

The scope of work as specified in this document shall not change except when approved in accordance with the following processes and/or protocols:

Prior to Software Delivery:

1. WVI and Partner Project Managers will review any issues that may arise and determine if the resolution will lead to a change in the scope of work, which is defined as a change that will affect cost, schedule, or staffing.
2. The proposed change is formally documented, including the impact on schedule, cost and staffing.
3. The proposed change in the scope of work is reviewed by WVI and Partner Project Managers and taken before the eGovernment oversight entity for approval if required.
4. Once the change in the scope of work is approved, the change becomes an Addendum to the SOW.

After Software Delivery:

1. Maintenance: After the application is launched, if maintenance issues arise or reporting an error becomes necessary, the Partner should contact WVI. Maintenance includes changes that do not materially change the utility, efficiency, functional capability, or application of the software. All other requested changes will be deemed significant maintenance efforts, requiring the Partner to submit a written change request to WVI. WVI will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the eGovernment oversight entity, if required.
2. Software Modifications and Enhancements: For software modifications or additions that materially change the utility, efficiency, functional capability, or application of the software the Partner will submit a written change request. WVI will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the eGovernment oversight entity, if required.

Ongoing Maintenance and Support

After the application is delivered, as defined above, WVI will provide support for the proper installation and ongoing general operation of the current release of the application. WVI shall use reasonable efforts to provide troubleshooting to correct alleged errors in the application reported by the Partner.

WVI will make reasonable efforts to correct any errors or provide a work-around solution. If a work-around is the immediate solution, WVI will make reasonable efforts to provide a final resolution for the error. Maintenance and Support as described herein does not include software modifications or additions that materially change the utility, efficiency, functional capability, or application of the software.

Future Software Modifications and Enhancements

At the Partner's request, WVI may consider developing modifications or additions that materially change the utility, efficiency, functional capability, or application of the software ("Enhancements") at such charge and on such schedule as the parties may mutually agree in writing. Such modifications or additions will be undertaken on a project basis, subject to the review and approval of the eGovernment oversight entity, if required.

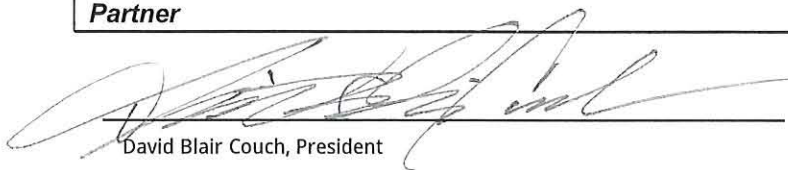
Signoff

I, the undersigned, have the authority to make binding decisions on behalf of Wood County Commission regarding projects in collaboration with WVI.

I also have the authority to allocate Wood County Commission resources towards the above-described project.

I have read the above document and understand all the implications thereof. Any future changes to this SOW will be made through a formal written request to WVI.

By signing, I acknowledge that the project described herein has received any required legal reviews and complies with current State of West Virginia statutes and administrative rules.

Partner
David Blair Couch, President5/9/19
Date**West Virginia Interactive, LLC**_____
General Manager (or equivalent)_____
Date**e-Government Authority**

NOT APPLICABLE

Signature_____
Date_____
Printed Name_____
Title

Appendix A: Letter of Acceptance

TO: West Virginia Interactive, LLC
FROM: Wood County Commission
DATE: 4/22/2019
RE: Letter of Acceptance

LETTER OF ACCEPTANCE

On behalf of the Wood County Commission ("Partner"), which is responsible as the owner and official custodian for the Partner's records, this certifies that West Virginia Interactive, LLC has built and developed the below enumerated Application in accordance with the Partner's guidelines and the rules governing dissemination of the Partner's records and West Virginia Interactive, LLC is authorized to deploy this service.

The Partner further certifies that it understands West Virginia Interactive, LLC exercises no control or censorship whatsoever over the content of the Partner's records or other data or text furnished by the Partner as displayed on the wv.gov portal through this application.

Applicable Application(s): WViPay - Payment Engine

Wood County Commission



David Blair Couch, President

Date

5/9/19



Appendix B: West Virginia State Treasurer's Office Electronic Commerce Compliance Determination

TO: West Virginia Interactive, LLC

FROM: West Virginia State Treasurer's Office

DATE: 4/22/2019

RE: West Virginia State Treasurer's Office Electronic Commerce Compliance Determination

In accordance with the "First Amendment to Master Contract between West Virginia Interactive LLC and West Virginia Department of Administration Office of Technology" ("First Amendment") the West Virginia State Treasurer's Office ("WVSTO") has reviewed the Statement of Work for the project noted below and has determined that the electronic commerce conducted by West Virginia Interactive, LLC on behalf of the State spending unit complies with state law and the terms as defined within the aforementioned First Amendment.

Applicable Project: WViPay - Payment Engine

Version: 1.0

Dated: 4/22/2019

West Virginia State Treasurer's Office

Not Applicable for Local Government
Signature

Date

Printed Name

Title

West Virginia Interactive (WVI)

SERVICE LEVEL AGREEMENT

With

Wood County Commission

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SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT ("Agreement" or "SLA") is entered into between the Wood County Commission (Department/Agency), on behalf of the Department/Agency and any entity under the Department/Agency's authority, and *West Virginia Interactive (WVI)* which manages, markets and operates the WV.gov Web Portal (Portal) for the State of West Virginia ("State"), under Purchase Order EPORTAL16 ("Master Contract") with the Office of Technology (OOT). The State has delegated its Portal oversight to the West Virginia Portal Board.

This agreement is subordinate to the West Virginia Portal Master Contract and is subject to all terms and conditions therein, unless any exceptions to that Master contract have been specifically approved in writing by the OOT and the Division of Purchasing.

ORDER OF PRECEDENCE

In the event of an inconsistency between the documents of the SLA, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. The AGREEMENT ADDENDUM FORM WV-96; AND
- b. The "Master Contract" Purchas Order EPORTAL16; and
- c. This SLA; and
- d. The specific project Statement of Work, (SOW) for a particular application or website

RECITALS

WHEREAS, pursuant to the Master Contract, the State has engaged *WVI* to develop a Portal and to provide Portal applications and services for state and local government agencies including but not limited to state governmental entities, agencies, departments, divisions, commissions, offices and boards to residents, businesses and other Users or Monthly Account Holders; and

WHEREAS, the Portal Board has delegated to *WVI* certain responsibilities, including responsibilities to be fulfilled under this Agreement; and

WHEREAS, the State desires to provide electronic transactions on behalf of the Agency, to Users or Monthly Account Holders of the Portal, if permitted by the Agency, and

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Part I: Terms and Conditions

SECTION 1: Statement of Purpose

The purpose of this Agreement is to define the overall circumstances and responsibilities related to providing various online electronic access and transactions through the Portal at the Agency's discretion, to obtain or create certain electronic public records and confidential records (Data Records) that are maintained in electronic form, or which will in the future be maintained in electronic form, by the Agency.

SECTION 2: Term of Agreement

This Agreement shall commence on the date specified in this Agreement and shall extend for a period not to exceed the duration of this contract. This Agreement may be amended by the written agreement of the parties and with the approval of the Portal Board.

SECTION 3: Termination

This SLA will remain in full force and effect unless canceled by either party for cause upon thirty (30) days written notice, and following a period of cure that is unsuccessful, or at any time with the mutual consent of both parties.

At the option of the Agency, the Agency may immediately suspend *WVI*'s access to the Agency's computer system, and this SLA may be terminated if the infraction is not cured after a reasonable cure period of at least thirty (30) days, following notice to *WVI*, upon the occurrence of any of the following:

- i. *WVI*'s allowance of access to any Confidential Records or Confidential Information other than as a result of the Agency's procedures agreed between the Agency and *WVI*; or
- ii. *WVI*'s material breach of any term, provision or condition of this SLA or SOW that is not timely cured following notice to *WVI*.

It is understood and agreed that the Agency or *WVI* shall have the right to suspend or terminate any Users or Monthly Account Holder's access to Agency records at any time, for any period and without prior notice, if the Agency or *WVI* learns that unauthorized access to the Agency's records or to any information derived therefrom has occurred or may occur or if the Agency obtains knowledge that any Users or Monthly Account Holders are unlawfully using, selling or releasing the Agency's records or creating a database from the Agency's records, without Agency permission. The User or Monthly Account Holder at issue will not be permitted any future access to Agency records.

At the option of *WVI* and with 30 days advance notice to the Agency, *WVI* may terminate:

- i. A particular service or application if there is insufficient interest in such application demonstrated by the Portal Users or Monthly Account Holders; or
- ii. This SLA or a particular SOW for a continuing failure by the Agency to keep the related information updated and available to *WVI* in accordance with the schedule agreed upon by *WVI* and the Agency.

Notwithstanding, the Agency retains the right within this SLA to immediately suspend the SLA and *WVI*'s access to the Agency's Data Records upon discovery that any Confidential Records or Confidential Information has been used, released or disclosed by *WVI*, its employees, agents,

or assigns in violation of the SLA or SOW, until a reasonable cure has been made. In case of a violation by a User or a Monthly Account Holder of this SLA or SOW is discovered by or brought to the attention of WVI, WVI shall immediately terminate access and cancel any applicable agreement with the User or Monthly Account Holder as defined within specific SOWs which caused the violation. Such User or Monthly Account Holder shall not have future access without additional written approval of the Agency.

In the event of contract expiration, WVI shall provide reasonable proof to the Agency that all Data Records that may have been acquired by WVI during the course of this SLA have been appropriately destroyed. However, this shall not prevent WVI from retaining a copy of its log files for archival and defense purposes.

To the extent required by applicable West Virginia law, this SLA may be terminated by the Agency upon thirty (30) days prior written notice to WVI. Such termination may be with or without cause.

SECTION 4: Agency Copyright and Content Non-Supervision Acknowledgment

The Agency represents to WVI that the content materials furnished to WVI by the Agency for electronic access on the Portal do not violate any third party's copyright right or intellectual property rights. The Agency acknowledges that WVI exercises no control, censorship, or direction over the information or content the Agency may request to be included within their application, service, or website. Further the Agency acknowledges that WVI exercises no control, censorship, or direction over the content of the Agency's public records or text furnished by the Agency to WVI or the Portal. WVI is responsible for completing a transaction and the subsequent permissible release of information based on the policy and direction of the Agency and in accordance with the terms of the SOW.

SECTION 5: Assignment

WVI may not assign this Agreement without the prior written consent of the Agency, and such consent shall not be unreasonable withheld by the Agency. Any assignment of this Agreement without the permission of the Agency shall be null and void.

SECTION 6: Notices

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below:

To the Agency:

Agency Name: Wood County Commission

Attn: David Blair Couch, President

(agency contact)

Agency Address: 1 Court Square, Room 205

Parkersburg, WV 26101

Agency Name: Wood County Commission

Attn: General Counsel

Agency Address: 1 Court Square, Room 205

Parkersburg, WV 26101

To WVI:

WVI
10 Hale St.
Third Floor
Charleston, WV 25304

To Portal Board:

Office of Technology
Attn: Chief Technology Officer
1900 Kanawha Blvd., East
Capitol Bldg. 5 – 10th Floor
Charleston, WV 25305

SECTION 7: Severability

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Construction and Interpretation

The Agreement shall be construed in accordance with the laws of the State of West Virginia.

SECTION 9: Paragraph Headings

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 10: Complete Agreement

Except as otherwise provided herein, this Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement.

Part II: Responsibilities of the Parties

Neither the Agency nor WVI shall be bound by any oral agreement or representation relating hereto.

SECTION 1: Agency Responsibilities

The Agency will:

- a. Oversee the timely and effective performance of this SLA and SOW from the perspective of the Agency, and assist WVI in resolving constructively any problems thereunder and any new issues that arise in connection therewith.
- b. Where applicable and as stated in the SOW, the Agency authorizes WVI to access Data Records maintained by the Agency in accordance with this Agreement or the services provided hereunder. Access by WVI will be on an as needed basis for the purpose of providing access, facilitating transactions or offering other services to Users or Monthly Account Holders of the Portal as permitted by the Agency and State law.
- c. Implement reasonable system and data security procedures to prevent unauthorized access and disclosure of Data Records. Such reasonable procures may include user

authentication policies, firewalls and encryption of Data Records during transmission and storage.

- d. Provide reasonable levels of support to any Agency central data or computer department or service, and to any division(s), in placing online with the Portal, the applications or services as mutually agreed between the Agency and WVI, with due regard to the workload and priorities of WVI and the Agency, and with due regard to the desires and needs of Users of, and Monthly Account Holders to the Portal.
- e. Review and approve all screen display designs and applications prior to implementation by WVI and availability to Users and Monthly Account Holders. The Agency agrees to perform the review in a timely manner and to promptly offer feedback, if necessary to WVI.
- f. Direct data or computer department or service to perform as follows:
 - i. When requested, help WVI personnel in interpreting Agency data formats and provide a point of contact for such interpretation; provide advice on display screen designs when consulted; and cooperate with WVI in placing on the Portal, the Agency's applications or services as mutually agreed between the Agency and WVI, with due regard to the workload and priorities of WVI and the Agency, and with due regard to the desires and needs of Users of, and Monthly Account Holders to, the Portal. The Agency may also volunteer such assistance to WVI at the Agency's initiative.
 - ii. Provide computer access for access via the Portal to Agency applications or services as permitted by the Agency by an acceptable method, such as electronic transmission, disk, email or other acceptable means.
 - iii. Provide reasonable response time of online electronic inquiry within the limitation of the Agency's resources. It is understood that the statewide area network and state mainframe are under the control of the Office of Technology.
 - iv. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the Agency's end of the system, provide reasonable fixes or repairs consistent with the Agency's operational priorities. WVI will make all reasonable efforts to determine the source of the problem before contacting the Agency.
 - v. Have final control and responsibility for security authorization (in cooperation with any Agency division(s) as directed by the Agency) in granting WVI host access to its data. The Portal Users and Monthly Account Holders will not directly access the Agency's computer system.
- g. Direct the Agency's division(s) to perform as follows:
 - i. When requested, help WVI personnel, Portal Users and Monthly Account Holders in interpreting the Agency's data records by answering questions related to laws, rules, regulations, policies and procedures administered by the Agency and provide a point of contact within the Agency for such interpretation.
 - ii. Provide WVI with advice on display screen designs when consulted and cooperate with WVI in placing the Agency's application or services onto the Portal as permitted by the Agency. The Agency may also volunteer such assistance to WVI at the Agency's initiative.
- h. WVI/Cooperate with WVI in the establishment of a reasonable fee for any access, transaction or other service for which a fee is appropriate.
- i. Cooperate with WVI in recommending the establishment of additional fee or free services available through the Portal that are of benefit to West Virginia residents and businesses.
- j. Provide for payment in accordance with the terms of the Master Contract and Part III, Sections 5 and 6 below.

SECTION 2: WVI Responsibilities

WVI will:

- a. Obtain the written approval of the Agency on all screen display designs and applications or services prior to implementation and availability to Users or Monthly Account Holders.
- b. .
- c. Implement reasonable system and data security procedures to help protect against unauthorized access and disclosure of Data Records. Such reasonable procedures may include user authentication policies, firewalls, and encryption of data records during transmission and storage.
- d. WVI/Abide by the Agency's administrative regulations, and require that Users and Monthly Account Holders accessing Data Records through the Portal execute service agreements acknowledging that such accesses are subject to terms of relevant administration regulations, which are now in force and effect and as they may be amended in the future as defined within an individual application or service SOW.
- e. Recognize there is no express or implied ownership of the Agency's equipment by the payment of any fee or charge to the Agency.
- f. Provide for payment in accordance with the terms of the Master Contract and Part III, Sections 5 and 6 below.
- g. Cooperate with the Agency and its division(s) in placing Agency applications or services onto the Portal or facilitating transactions through the Portal as provided by the mutual agreement of the Agency and WVI, including securing proper access from the appropriate authority for, and providing reasonably necessary security to, each type of public record desired.
- h. Consult with the Agency in assigning each application or service involving the Agency a priority for development; assign each such application or service a priority for development in accordance with WVI's procedures for setting and amending the priority of all Agency applications subject to the authority of the Portal Board as established by the Master Contract; and work diligently to accomplish each such application in accordance with the relative priority among all Agency applications.
- i. Lead the process of determining applications or services for which a fee is appropriate in order to provide resources to develop, maintain, manage, operate and expand the Portal; conduct market research and develop, in cooperation with the Agency, recommendations to the Agency regarding applications or services for which a fee is appropriate and the appropriate fee to charge.
- j. Lead the process to determining applications or services for which no charge is appropriate in order to expand the amount and kind of free information available through the Portal as WVI resources permit; conduct market research and develop, in cooperation with the Agency recommendations to the Portal Board regarding services of benefit to West Virginia residents of businesses that may be offered free of charge.
- k. It is understood and agreed that WVI shall respond to and if requested, appear before any and all legislative inquiries into this SLA or the services provided hereunder.
- l. Before using, selling, assigning or otherwise transferring information to a Portal User or Monthly Account Holder, WVI must:
 - i. Submit to the Agency written documentation prepared by the person requesting the information advising the agency of the name and address provided by each intended User or Monthly Account Holder and their intended use for the

information, when applicable as defined within an individual application or service SOW;

- ii. Maintain and provide to the Agency upon request, the signed, written agreement approved by Agency that contains the following requirements for Users and Monthly Account Holders when applicable as defined within an individual application or service SOW.
- m. WVI agrees that it is not a representative of the Agency for purposes of data interpretation and therefore is not authorized by the Agency to interpret the content of records.
- n. WVI will provide the name, title and telephone number of its designated Security Administrator to Agency before any Agency records are accessed by Users or Monthly Account Holders to the Portal. The Security Administrator will be a WVI employee responsible for requesting log-on identification numbers from the Agency and to whom the Agency may provide log-on identification numbers. The Security Administrator will then be responsible for assigning the log-on identification numbers to appropriate WVI employees who have authority to use them. The Security Administrator is responsible for reasonably securing the log-on identification numbers assigned to WVI by the Agency.
- o. WVI shall be responsible for costs and expenses in establishing electronic access or other applications for electronic services, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the Agency computer applications to provide access to the Agency systems maintained by the Agency. Applications used by WVI shall:
 - i. Reasonably protect the information the Agency provides to WVI from unauthorized access while in WVI's possession, including the unauthorized access or release of Data Records.
 - ii. Supply the Agency's applications or services to Users and Monthly Account Holders of the Portal on a timely basis in an accurate, understandable and logical format acceptable to the Agency.
 - iii. Pass performance testing by WVI and be prototyped for the Agency's review and approval before any such application is implemented and made available to Portal Users and Monthly Account holders.

Part III: Services, Collections and Payments

SECTION 1: Applications, Services, or Websites Developed Under This Agreement

Each application, service or website developed for the Agency under this Agreement will be described in a separate SOW, which will be made part of this Agreement. Each SOW will describe the public records to be accessed, the transactions to be facilitated and the services to be provided through the Portal. Since the SOW is the document that describes the purpose and scope of the proposed application, service, or website the Agency is expected to collaborate with WVI on the preparation of this document.

The SOW will describe the application, service or website that will be available to Users and Monthly Account Holders and the fees, if any, to the users of the service. The funds so collected will be apportioned between the Agency and WVI as indicated in the SOW. The Portal Board will need to approve the services to be offered and WVI portion of any fees to be charged. The Agency may increase or decrease the statutory fees as directed by law. The Agency shall be responsible for notifying WVI of any statutory fee changes in a timely manner.

Each SOW will, at a minimum address the following issues as necessary and appropriate:

- Overview
- Project Participants
- Purpose Statement
- Overview of Current Process
- Scope Statement
- Additional Project Requirements, functionality, Security Requirements and/or Assumptions
- Anticipated Risks
- Principal Deliverables, Estimates and Projections
- Confidentiality of Certain Agency Information (if applicable)
- Fees and WVI Compensation
- Division of Revenues from Bulk Data Sales (if applicable)
- Responsibilities of the Agency
- Responsibilities of WVI
- Delivery of Final Application
- Change Process
- Ongoing maintenance and Support
- Future Software Modifications and Enhancements
- Sign Off
- Appendix A: Letter of Acceptance

SECTION 2: Development Schedules and Timetables

WVI will work with the Agency to create a development timetable to be included in each SOW. However, schedule projections are made in most cases without extensive investigation of legacy systems, without knowledge of business rules and business flow, without estimates of staff time committed to projects and without design and architect steps being taken. WVI will work diligently to accomplish each such application according to the schedule in accordance with the relative priority assigned by the Portal Board. The Agency will be responsive to WVI by providing information and assistance as needed to meet the delivery dates on the schedule. The Agency understands that the schedule and assignment of priority may need to be adjusted to accommodate reasonable delays due to policy, marketing and technical issues outside the control of the WVI or as directed by the Portal Board. Regular meetings will be set to discuss and update the project plan as necessary throughout the term of the Agreement. WVI will make every effort to keep the Agency informed of problems that may cause a delay in the delivery of the services detailed in the SOW.

The Agency and WVI may modify the SOW to add or delete services only by mutual agreement.

SECTION 3: Application Costs

WVI shall be responsible for costs and expenses in establishing electronic access or other applications for electronic services, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the Agency computer applications to provide access to the public records maintained by the Agency. In the event work completed is performed under a time and material Agreement, these costs may be included within the SOW section "Fees and WVI Compensation".

SECTION 4: Collections

WVI shall be responsible for the collection of payments in accordance with the terms of Master Contract or SOW.

SECTION 5: Payments

Payments shall be made in accordance with the terms of the Master contract and as described in the SOW. Reconciliation and audit information will be provided as set forth in the Master contract or as separately agreed in the SOW.

SECTION 6: Auditing of Online Usage

Consistent with State policies, the Agency shall have web (read) access to the computerized log of Portal Users and Monthly Account Holders accessing for-fee Agency data and their security status, without access cost to Agency. Agency will be responsible for the cost of all equipment and applicable communication costs to access such data.

Agency must be able to sign on to WVI's system to audit enhanced access to its for-fee records. Online audit capability must be available for the length of time after transaction processing specified by the Agency in the SOW. After the online retention period has expired, WVI shall, as specified between WVI and Agency, retain destroy, or provide the Portal user log information to the Agency or approved State agencies without cost. Insofar as these records may be public, WVI shall act as directed by the Agency in compliance with the State law on retention or access of public records.

At a minimum the Portal shall retain the following data: name of Portal users, non-sensitive or non-personal identifiable transaction data, and type of inquiry.

IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING, the parties hereto have herein below executed this SLA the day and year written below:

Agency

Print Name _____

By _____

Authorized Officer or Agent

Date

5/9/19

WVI

By _____

Authorized Officer or Agent

Date _____

Portal Board Authority

By _____

Chief Technology Officer, or designee

Date _____

Mark Rhodes
WVOD County 01:26:16 PM
Instrument No 8816818
Date Recorded 05/09/2019
Document Type DD
Pages Recorded 26
Book-Page 75-43

MAY 9, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$32,554.26 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE WV DIVISION OF CRIMINAL JUSTICE SERVICES COMMUNITY CORRECTIONS GRANT 19-CC-26.


ORDER

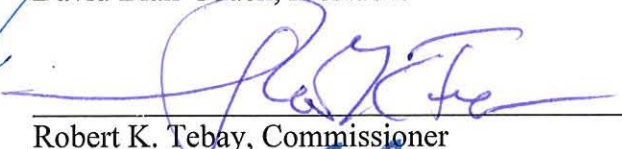
On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of thirty-two thousand five hundred fifty-four dollars and twenty-six cents (\$32,554.26) which represents reimbursement to Wood County for expenses incurred during the month of March, 2019, in regard to the West Virginia Division of Criminal Justice Services Community Corrections Grant Number 19-CC-26. Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 75, at Page 39 and bearing the date of April 8, 2019, 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 WVDCJS Community Corrections Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Robert K. Tebay, Commissioner


James E. Colombo, Commissioner

M/4100

Mark Rhodes
WOOD County 01:34:18 PM
Instrument No 88168822
Date Recorded 05/09/2019
Document Type 000
Pages Recorded 2
Book-Page 75-43

MAY 9, 2019

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$1,666.67 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE WV DIVISION OF CRIMINAL JUSTICE SERVICES JUSTICE ASSISTANCE GRANT 18-JAG-44

ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of one thousand six hundred sixty-six dollars and sixty-seven cents (\$1,666.67) which represents reimbursement to Wood County for expenses incurred during the month of March, 2019, in regard to the West Virginia Division of Criminal Justice Services Justice Assistance Grant Number 18-JAG-44. Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 75, at Page 39 and bearing the date April 4, 2019, 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.

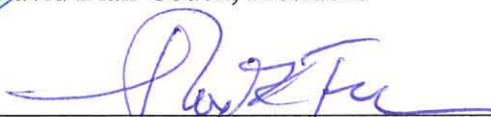
Documentation pertaining to the WVDCJS Community Corrections Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/4101

Mark Rhodes
WOOD County 02:16:04 PM
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Date Recorded 05/09/2019
Document Type DOJ
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WOOD COUNTY PROSECUTING ATTORNEY

PAT LEFEBURE
WOOD COUNTY PROSECUTING ATTORNEY

JUDGE DONALD F. BLACK
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May 7, 2019

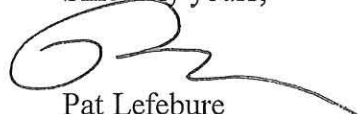
Wood County Commissioners
Wood County Courthouse
Parkersburg, WV 26101

Dear Commissioners:

Please be advised that Johnny Woods last day of employment with my office will be May 10, 2019. Also, please pay him a total of 12.5 days of vacation.

Thank you for your assistance in this matter.

Sincerely yours,


Pat Lefebure
Wood County Prosecuting Attorney





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MAY 07 2019

County Administrator

Mark Rhodes
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