

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF THE MEETING HELD JUNE 13, 1985

PRESENT: PRESIDENT, DEXTER L. BUCKLEY, JR.
COMMISSIONER, HOLMES R. SHAVER
COMMISSIONER, LEWIS E. GUINN

The Commission convened in regular session at 9:00 a.m. this morning. The first order of business was daily business with County Administrator Mary Rader.

At 9:15 a.m. James Mylott of the Regional Council Office and James Cox, Manager of the Lubeck PSD came before the Commission with an Inter-governmental Agreement for the Commission by its President to sign. The Agreement is concerning the use of Small Cities Block Grant funds for the pumping facility at the Lubeck PSD. A copy of the ORDER and Agreement is attached.

At 10:30 the Commission went to Jug Run with Fred Fields to observe the area and see what work needs to be done. Mr. Fields gave the Commission a report on June 6, 1985, concerning this area.

The Commission returned at approximately 11:30 a.m.


Having no further appointments or business, the Commission adjourned at noon.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


President, Dexter L. Buckley, Jr.


Commissioner, Holmes R. Shaver


Commissioner, Lewis E. Guinn

JUNE 13, 1985

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: PRESIDENT DEXTER L. BUCKLEY, JR. SIGNS AGREEMENT
WITH THE LUBECK PUBLIC SERVICE DISTRICT CONCERNING
SMALL CITIES BLOCK GRANT FUNDING FOR THE PURPOSE
OF CONSTRUCTION OF PUMPING FACILITIES AND THE
NECESSARY APPURTENANCES THEREOF

O R D E R

This day Dexter L. Buckley, Jr. as President of the Wood County Commission, signed an Intergovernmental Agreement with the Lubeck Public Service District concerning the use of Small Cities Block Grant funds secured by the Wood County Commission for the purpose of constructing pumping facilities and the necessary appurtenances thereof. As a condition of the receipt of the above-described funds the Commission has executed a contractual agreement by and between the Commission and the Governor's Office of Economic and Community Development wherein the rules and regulations governing the disbursement of these funds are set out and mutually agreed upon.

WHEREAS, the Lubeck Public Service District desires the construction of said facilities, and pursuant to WV Code S8-23-1 et seq., the parties hereto by the execution of said Intergovernmental Agreement, demonstrate their intent to perform said contract by cooperative action.

It is understood that the Lubeck Public Service District will provide the County Commission with a Certificate of Insurance indicating the Commission as co-insured.


This agreement is entered into and signed by President Buckley on a motion made by Commissioner Shaver, seconded by Commissioner Guinn and made unanimous by President Buckley.

A copy of the Agreement is attached and should be made a permanent portion of this ORDER.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


PRESIDENT, DEXTER L. BUCKLEY, JR


COMMISSIONER, HOLMES R. SHAVER


COMMISSIONER, LEWIS E. GUINN

ENTERED: JUNE 13, 1985

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT Made in triplicate originals this the / 3 th day of June, 1985, by and between the COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA, a governmental corporation, herein referred to as the "Commission", part of the first part, and the LUBECK PUBLIC SERVICE DISTRICT, a public corporation, herein referred to as the "District", part of the second part;

WHEREAS, the Commission has secured Small Cities Block Grant funding from the United States Department of Housing and Urban Development through the Governor's Office of Economic and Community Development for the purpose of providing funding assistance to the District for the construction of pumping facilities and the necessary appurtenances thereof, and,

WHEREAS, as a condition of the receipt of the above-described funds the Commission has executed a contractual agreement by and between the Commission and the Governor's Office of Economic and Community Development wherein the rules and regulations governing the disbursement of these funds are set out and mutually agreed upon, and,

WHEREAS, the District desires the construction of said facilities, and pursuant to WV Code S8-23-1 et seq., the parties hereto by the execution hereof demonstrate their intent to perform said contract by cooperative action.

NOW THEREFORE THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and agreements herein contained, the parties agree as follows:

1. For the purposes of this agreement, the District is hereby considered a "sub-recipient" of the commission and, as such, shall and must comply with the contractual requirements set out in the contract between the Commission and the Governor's Office of Economic Development, a copy of which is attached hereto; District shall fully perform and discharge each and every contractual obligation of Commission as set forth in said Contract or implied therein, except to the extent and only to the extent that such performance is inconsistent with the terms hereof;

2. The Commission, in compliance with program guidelines established by the Governor's Office of Economic and Community Development shall establish the necessary files, checking accounts, and bookkeeping procedures, and other paperwork deemed appropriate to initiate and conduct said project; that representative, in accordance with a contract entered into by the Wood County Commission, and the Mid-Ohio Valley Area Development Corporation, hereby appoints the Mid-Ohio Valley Area Development Corporation as its designated representative; the District hereby appoints its President as its designated representative;

4. The district in cooperation and consultation with the Commission and its representatives, shall, according to established procedures, bid, solicit, or negotiate for those services necessary to accomplish said pumping facilities which may include but are not limited to the following: Appraisals of right-of-ways, surveying, construction and audit of program costs. It is further mutually agreed that, since the District was involved

solicited pursuant to the relevant US Department of Housing and Urban Development regulations, that the District will select and enter into a contractual agreement for engineering services with the firm selected by the Commission;

5. The Commission agrees that it, or its designated representative, will perform all administrative duties for said project, including funding administration, clerical, and bookkeeping functions in connection with the program requirements governing the use and disbursement of Small Cities Block Grant funds;

6. This agreement shall be in effect for a period of one fiscal year, subject to annual renewal for any additional period of time needed to complete all phases of the project, each of which annual renewal periods shall be limited to one fiscal year, provided that, in addition to the right of nonrenewal, either party hereto shall have the right to terminate this agreement by giving to the other party 30 days written notice of such termination;

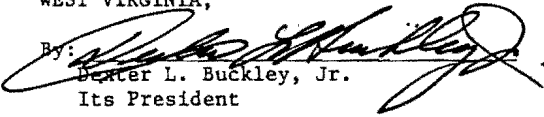
7. Legal title to or ownership of all real and personal property arising from this agreement, including but not limited to, easements, acquired by virtue of the execution of or performance under this agreement, is vested in the District. If either party terminates this agreement, in whole or in part, all completed and uncompleted portions of the project will become the property of the District and disposition or completion of uncompleted portions of the project will become the responsibility of the District;

8. District shall and does hereby indemnify the Commission,
and further agrees to save and hold Commission harmless from any and
all claims, demands, liabilities, judgments, damages, and any and all
other forms of legal liability whatsoever, arising from or in the course
of District's performance of its rights and obligations hereunder;

9. The rights and obligations of the parties hereto, including
their respective duties of performance hereunder, may not be assigned
by either party, except upon mutual consent in writing of the parties
hereto.

WITNESS the following signatures:

THE COUNTY COMMISSION OF
WOOD COUNTY,
WEST VIRGINIA,

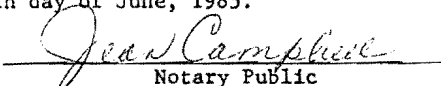
By: 
Dexter L. Buckley, Jr.
Its President

LUBECK PUBLIC SERVICE DEPARTMENT,

By: _____
Its Chairman

STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

I, Jean Campbell, a Notary Public of said County,
do hereby certify that Dexter L. Buckley, Jr., who signed the writing above
bearing date the 13th day of June, 1985, for the THE COUNTY COMMISSION OF
WOOD COUNTY, WEST VIRGINIA, has this day in my said County, before me,
acknowledged the said writing to be the act and deed of said corporation.
Given under my hand this 13th day of June, 1985.


Notary Public

My Commission expires:

February 25, 1987

STATE OF WEST VIRGINIA,
COUNTY OF WOOD, TO-WIT:

I, _____, a Notary Public of said County,
do hereby certify that _____, who signed the writing
above bearing date of _____
th day of June, 1985, for the LUBECK PUBLIC
SERVICE DISTRICT, has this day in my said County, before me, acknowledged
the said writing to be the act and deed of said corporation.
Given under my hand this _____
th day of June, 1985.

Notary Public

My Commission expires: _____.