

A G E N D A
PRESTON COUNTY COMMISSION
September 1, 2020
9:00 A.M.

Call to order by President and Pledge of Allegiance.

Roll call of Commissioners.

Recognition of Public.

Review of Bills.

Assessor's Office – Consideration and/or action

Tax Correction List – Martin, Cynthia D, Personal Property
Shaffer, Clayton E & Shirley, Real Estate
Sulick John P, Personal Property
County Court Split –None

Recognition of Scheduled Appointments

9:03 a.m. Preston County Health Department – COVID-19 Virus Update
9:10 a.m. Steve Wolford, Waterfront Group LLC – Subdivision White Water Preserve
9:30 a.m. Connie Ervin, Assessor - Records Management Grant
9:35 a.m. Linda Huggins, County Clerk – Election Equipment Agreement

Approval of Minutes – None

Proceedings in Vacation – August 20, 2020 through August 26, 2020

Estate Settlements – August 17, 2020 thru August 21, 2020

ESTATE NAME: **MARGARET JANE BOREING**
ESTATE NAME: **BARBARA A. BURNSWORTH**
ESTATE NAME: **BERNARD ALLEN MCCOURT**
ESTATE NAME: **ELIZABETH G. WILES**

Fiduciary Commissioner – None

Old Business – Consideration and/or action –

New Business – Consideration and/or action –

A. Rowlesburg Revitalization Committee - Request for a letter of support for a Fast Track ADA and Emergency Grant WV Cultural and History and the WV Commission on the Arts Program

Administrator's Report – Consideration and/or action

A. Update COVID-19 Virus, Policy and Procedure and Protocols
B. Approval Security Proposal for Kingwood Plaza location
C. Approval Fire Protection Proposal for Kingwood Plaza location
D. Budget Revisions
E. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

Legal Matters- Consideration and/or action

Information

A. Minutes – June 21, 2020, Zoom Meeting with DOH
B. Miscellaneous Correspondence

Commissioners Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:00 a.m., September 1, 2020 at the WV Extension Office located at 115 Court Street, Kingwood, WV.

The meeting was called to order by President Samantha Stone who invited those present to join in the Pledge of Allegiance.

President Stone then declared the following Commissioners present: Samantha Stone and Don Smith. Commissioner Price was absent.

Also present was Kathy Mace, County Administrator and Linda Huggins, County Clerk.

The following persons registered their attendance during the meeting:

Theresa Marthey – P. C. News & Journal	Kathy Plum – The Dominion Post
V.J. Davis – P. C. Health Department	Connie Ervin – Assessor
Deanna Lively	Andrew Lipscomb
Steven Wolford-Waterfront Group	

No one registered prior to the meeting to address the Commission.

Commissioner Smith moved to review and pay the bills that have been properly presented and approved. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

Commissioner Smith moved to approve the Tax Correction List dated September 1, 2020 in the amount of \$957.38 as presented by Assessor Connie Ervin. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

There were no Notice of Apportionments, Consolidation of Land or County Court Splits.

Recognition of Scheduled Appointments

9:03 a.m. Preston County Health Department-COVID-19 Virus Update

President Stone recognized V.J. Davis, Director of the Preston County Health Department with a COVID-19 Update.

Mr. Davis reported 119 confirmed cases total. He said the most important thing that they are looking at now is how many new cases we're getting. He said there has been a total of 6 new cases in the last week, which is under one new case a day. That keeps the county in the green and the schools open.

There are currently 6 active cases and those are the ones that they are following.

Mr. Davis and Dr. Fred Conley met yesterday with high school teachers and staff. He said they have been working in close contact with the board of education on contact tracing to minimize anything that might happen in that regard.

9:10 a.m. Steve Wolford, Waterfront Group LLC – Subdivision White Water Preserve

President Stone introduced Steve Wolford, Jr. representing the Waterfront Group regarding a new development of homes on Big Sandy Creek in the Bruceton Mills area.

Mr. Wolford introduced himself and let everyone know that they want to work with the county to be as open and transparent with their plans moving forward. He said the Waterfront Group is one of the larger land development companies in the country that specialize in large acreage, recreational, residential communities.

His company purchased property from Allegheny Wood Products and divided it into parcels of 2 to 20 acres. In the first phase, 54 of the 64 lots came under contract.

He said they are bringing in power, phone, and high-speed fiber optic internet service to the area. The homes built on the properties will be nice cabins, to give more of a rustic feel to the development.

In some areas where one of the creeks or smaller bodies of water join the Big Sandy, they will be protecting those areas with picnic areas like a mini state park throughout the community. Some of the steep areas may be left as green space for hiking trails and things of that nature.

The development and parks will be part of a private and gated community.

Commissioner Stone asked Mr. Wolford whether the development company would be willing to work with local organizations to have green space outside the community.

Commissioner Smith agreed this would be a great opportunity for them to work with Friends of the Cheat and Preston County Parks and Recreation to bring in and connect those green spaces as a trail network.

Kathy Mace offered to coordinate a meeting for Mr. Wolford with these organizations and others to introduce him to the community.

9:30 a.m. Connie Ervin, Assessor – Records Management Grant

President Stone recognized Assessor Connie Ervin with Records Management and Preservation Grants.

Ms. Ervin came before the Commission with a request to apply for a grant to purchase 4 desk top scanners and an additional large scanner to scan research that has already been done.

The grant is for \$10,000 with a \$1,000 match.

She said the Assessor's Office is required by Records and Retention Management to retain 5 years of documents. The office receives around 15,000 documents a year and those documents have to be saved for 5 years. The office staff will be going back and scanning 75,000 documents from past years and then keep up with the 15,000 that come in from year to year.

The large scanner is for the research that has been done since 2008. She said they now have 2,700 records that they continue to reference in response to ownership concerns and also continue to get new concerns and new research requests every day.

Andy Lipscomb, Clerk in the Assessor's Office, initiated the idea of scanning after handling the same documents numerous times. He said part of the scanning of the research is the security of that research. Those documents go back to 2008. There's a lot of research there and if there's ever a fire, that's gone. You'll never get that back and there's a lot of reference back to the research that has been done that's very important to the properties. It's security for that information, the time to research and then also for the personal property documents.

He said it would also be a huge time saver, especially this time of year.

Commissioner Stone asked Ms. Ervin to check with Biff Armstrong to figure out how much the space, to scan 75,000 documents, would increase costs to our service or our network.

Ms. Ervin will obtain that information, write the Letter of Support and present it at the next meeting.

9:35 a.m. Linda Huggins, County Clerk – Election Equipment Agreement

President Stone recognized Count Clerk, Linda Huggins, with an Election Equipment Agreement that was part of the HAVA Grants that were applied for and approved. Ms. Huggins stated that this was an agreement to get the equipment to the county before the General Election. The cost of the equipment is \$26,060.

Commissioner Smith moved to approve and authorize the President to sign the Sales Order Agreement for election equipment. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried. (See attached.)



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2364
 (402) 593-0101

Sales Order Agreement

Customer P.O. #: _____
 1st Election Date: To be Agreed Upon by the Parties
 Estimated Delivery Date: To be Agreed Upon by the Parties
 Phone Number: 304-329-0070
 Fax Number: 304-329-0198

Customer Contact, Title: Linda Huggins - County Clerk
 Customer Name: Preston County, West Virginia

Type of Sale: NEW
 Type of Equip: NEW REFURBISHED

Bill To: <u>Preston County, West Virginia</u> <u>Linda Huggins - County Clerk</u> <u>106 W. Main Street - Suite 103</u> <u>Kingwood, WV 26537</u>	Ship To: <u>Preston County, West Virginia</u> <u>Linda Huggins - County Clerk</u> <u>106 W. Main Street - Suite 103</u> <u>Kingwood, WV 26537</u>
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Item	Description	Qty	Price	Total
1	DS200 Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device	4	\$5,750.00	\$23,000.00
2	DS200 Tote Bin	4	\$225.00	\$900.00
3	DS200 Equipment Installation	1	\$1,700.00	\$1,700.00
4	Shipping Shipping & Handling	1	\$460.00	\$460.00
			Order Total	\$ 26,060.00

Freight Billable: yes no

Cam Wilson
 Regional Sales
 Manager
09/01/2020
 V.P. of Finance Date

[Signature] 9/1/2020
 Customer Signature Date

Preston County Commission, President
 Title

Payment Terms	100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Invoices are due net 30 from invoice date. Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer. Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Warranty Period (Years):	One (1) Year From Equipment Delivery
Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	
SEE GENERAL TERMS AND CONDITIONS	

EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

1. **Equipment Purchase and Software License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

a. **Equipment Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and any and all written or electronic documentation furnished or generally made available to licensees by ES&S relating to the ES&S Software, including any operating instructions, user manuals or training materials (collectively, the "Documentation") in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

3. **Term of Licenses.** The licenses granted in Section 1(b) shall commence upon the delivery of the ES&S Software described in Section 1(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consistent rates set forth in Sections 1(b), 2, or 8 with respect to, such license. Upon the termination of either of the licenses granted in Section 1(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without notice or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- the total cost of any third-party items that are required in order to operate the Updates;
- the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss

11. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

12. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

13. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

- Customer's pro-rata share of such Review costs;
- Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and
- the total cost of any third-party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 13(i) and 13(ii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

14. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-4, 6(b), 7, 8, 10(b), 11-14 these General Terms shall survive the termination of this Agreement, to the extent applicable.

for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 6(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

7. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software, or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

10. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

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services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from

which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. In the event Customer requests that ES&S install ES&S Firmware Updates in accordance with Section 5 of the General Terms, ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install

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all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

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**Schedule A1
Pricing Summary**

Summary:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$2,220.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$960.00
Total Maintenance Fees for the Initial Term:		\$3,180.00
Payment Terms: ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

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ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
4	Model DS200 Scanner	Year 1	\$185.00	\$740.00
4	Model DS200 Scanner	Year 2	\$185.00	\$740.00
4	Model DS200 Scanner	Year 3	\$185.00	\$740.00
Total Hardware Maintenance Fees for the Initial Term				\$2,220.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Preston County, West Virginia

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Equipment.
5. Repair Services.

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- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the third anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
4	Model DS200 Scanner	Year 1	\$80.00	\$320.00
4	Model DS200 Scanner	Year 2	\$80.00	\$320.00
4	Model DS200 Scanner	Year 3	\$80.00	\$320.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$960.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Proceedings in Vacation – August 20, 2020 thru August 26, 2020

Under NEW BUSINESS Commissioner Smith moved to dispense with the reading in open court of the proceedings of the Clerk of this Commission, had in vacation on August 20, 2020 through August 26, 2020 inclusive, and to approve and confirm the same as presented by the County Clerk, there having been no exception or objections filed thereto. (See attachment)

United States of America



State of West Virginia

County of Preston, ss:

Clerk's Fiduciary Report

Estate from Thursday, August 20, 2020, through Wednesday, August 26, 2020

The County Commission of Preston County this 1st day of September, 2020 proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before her during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Thursday, August 20, 2020, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **LENNOE WILKINSON**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

VICKI L. BUSSELMAN, who was named in the last will and testament of **LENNOE WILKINSON**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **WENDY S. PRINTY** was appointed and qualified as ADMINISTRATRIX of the estate of **MICHAEL R. PRINTY**, deceased. No bond was required.

On, Friday, August 21, 2020, the following matters were disposed of in the presence of the Clerk:

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **PAMELA L SISLER** was appointed and qualified as ADMINISTRATRIX of the estate of **CALVIN EUGENE TITCHENELL**, deceased. Bond was 2,000.00.

On, Monday, August 24, 2020, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **IRENE M. MALNICK**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JARROD G. DEVAULT, ATTORNEY AT LAW, who was named in the last will and testament of **IRENE M. MALNICK**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **PATRICIA M. THOMPSON AKA PATRICIA MARLENE THOMPSON**, deceased, a late resident of Allegheny County, PA, was admitted to record.

The last will and testament of **RICHARD F. ADAMS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JULENE KAY ADAMS, who was named in the last will and testament of **RICHARD F. ADAMS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Tuesday, August 25, 2020, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **CHARLES TITCHNELL**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

PAUL TITCHNELL, who was named in the last will and testament of **CHARLES TITCHNELL**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 08/27/2020.

Linda Huggins

Linda Huggins
Clerk of the Preston County Commission

By: *Tammy Johnson*
Tammy Johnson, Deputy

Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

Estate Settlements – August 17, 2020 thru August 21, 2020

Commissioner Smith moved that the proceeding estate settlements and/or waivers thereof, having been filed for a period of ten (10) days prior to the commencements of this term and there being no exceptions or objections filed thereto, be approved and confirmed. (See attached.)

United States of America



State of West Virginia

County of Preston, ss:

Settlement List

Notice is hereby given that the following estate(s) have been submitted for settlement from 08/17/2020 thru 08/21/2020 in the Preston County Clerk's Office at 106 West Main Street, Suite 103, Kingwood, WV 26537-1131. For approval by the Preston County Commission on Tuesday, September 1, 2020.

ESTATE NUMBER: **3196**
ESTATE NAME: **MARGARET JANE BOREING**
EXECUTRIX: JANIE LYN TESTA
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
FILED: 08/17/2020

ESTATE NUMBER: **3183**
ESTATE NAME: **BARBARA A. BURNSWORTH**
EXECUTRIX: KATHY LEA MOLNAR
ATTORNEY: MARK EVERETT, ATTORNEY AT LAW
1756F MILEGROUND RD
MORGANTOWN, WV 26505
FIDUCIARY COMMISSIONER: DAVID P. BROWN ATTORNEY AT LAW
P.O. BOX 516
KINGWOOD, WV 26537
SETTLEMENT: FIRST AND FINAL SETTLEMENT
FILED: 08/18/2020

ESTATE NUMBER: **3629**
ESTATE NAME: **BERNARD ALLEN MCCOURT**
ADMINISTRATRIX: KIMBERLY D MCCOURT
SETTLEMENT: REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT
FILED: 08/18/2020

ESTATE NUMBER: **3555**
ESTATE NAME: **ELIZABETH G. WILES**
EXECUTRIX: KENDRA GRIBBLE
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
FILED: 08/21/2020

Subscribed and sworn to before me on 08/27/2020.

Linda Huggins
Clerk of the Preston County Commission

By:
Tammy Johnson, Deputy

Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

Fiduciary Commissioner - None

Old Business – Consideration and/or action

New Business – Consideration and/or action

- A. Rowlesburg Revitalization Committee – Request for a letter of support for a Fast Track ADA and Emergency Grant WV Cultural and History and the WV Commission on the Arts Program

Commissioner Smith moved to approve and sign the Letter of Support for the Rowlesburg Revitalization Committee. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried.

Administrator’s Report – Consideration and/or action

Commissioner Stone recognized Kathy Mace for the Administrators Report.

- A. Update COVID-19 Virus, Policy and Procedure and Protocols

Ms. Mace explained that as the county moves forward in the forth coming weeks, now that schools are opening, West Virginia has a tool to go by with the colored coded Matrix system. This is put out every Saturday for the next week. She said this is what everybody in Preston County is looking to for advice on how they move forward as far as COVID goes.

With the opening of schools soon approaching, she has been speaking with V. J. Davis, Director of the Preston County Health Department on looking at protocol in the office buildings.

She proposed to the Commission to consider, starting after Labor Day, for the Annex Building, the Sheriff’s Department, the Animal Shelter and the Extension Office that they begin to use a new process, which would be signage. The signage will say what color Preston County is in for that week. As long as the county stays green or yellow, the protocols will remain the same. She asks the public to respect the signage. The custodian currently stationed at the door will return to his duties.

If the county goes to orange, the protocols will come back in with the masks, the temperature taking and the asking of questions.

She said the tool was key. Now we have something to go by.

She also sent letters to all lessees asking them to use the Policy and Procedures Guidelines for ensuring social distancing, the use of face coverings and asking the questions before entering the building when holding events because there’s no guarantee what color the County will be in when they want to hold an event.

Kathy Mace presented the Commissioners, for their approval, the new Policy and Procedures guidelines pertaining to COVID-19 that will be added to the Employee Handbook.

The document was reviewed by the Prosecuting Attorney, the Health Department and the Risk Pool.

Commissioner Smith moved to approve the Policy and Procedures COVID-19 Guidelines. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Smith and Stone voting yes. Motion carried. (See attached.)

Policy and Procedures COVID-19

Due to the COVID-19 Pandemic to protect the health and wellness of all of our employees, please review the following policy and procedures.

If you are sick, do not report to work and inform your supervisor, department head, and/or elected official. If you are experiencing COVID-19 symptoms, we encourage you to see your healthcare provider. If your healthcare provider advises you to have a COVID test, you must remain away from the work site until you receive your test results.

If you become sick at work, let your supervisor, department head, and/or elected official know and leave the building immediately. If you are experiencing COVID-19 symptoms, we encourage you to see your healthcare provider. If your healthcare provider advises you to be tested for COVID-19, you must remain away from the worksite until you receive your test results.

If you test positive for the coronavirus, the county health department will order you to quarantine. Please notify your supervisor, department head and/or elected official that you are under quarantine. You cannot report to the worksite during the quarantine; however, telework may be available. After you have been released from quarantine by the health department, you may return to work.

If you are notified by the county health department that you are a "contact" of a positive for the coronavirus, the county health department will order you to quarantine. Please notify your supervisor, department head, and/or elected official that you are under quarantine. You cannot report to the work site during the quarantine; however, telework may be available. After you have been released from quarantine by the health department, you may return to work.

If you develop symptoms during the quarantine, the county health department will either have you get a COVID test, or you will be classified as a probable case. You will remain under quarantine under direction from the health department. After you have been released from quarantine by the health department, you may return to work.

For employees who are under quarantine by the health department and telework is not available, it is important to speak to Crystal Bolyard in payroll concerning your sick leave and vacation benefits and benefits under the Families First COVID Response Act.

TRAVEL

IMPORTANT: If you decide to travel for an overnight stay to a geographical area which at the time you travel is a DECLARED HOT SPOT for COVID-19 (see the following website), <https://globalepidemics.org/key-metrics-for-covid-suppression/> then for the protection of the other essential workers in your office, we ask that when you return home you get a COVID-19 rapid test. If the test is negative, then for the next 14 days we ask that you monitor yourself for symptoms, take your temperature twice a day, you wear a mask and that you do not eat and drink with co-workers. If at any time you develop symptoms, we ask that you inform your supervisor, department head and or elected official and leave work immediately.

Due to the coronavirus pandemic, the lease between the LESSOR, the County Commission of Preston County, and the LESSEE, Preston Mat Club, McGrew Society, Bretz Community shall be changed to include the following terms and conditions:

The LESSEE shall follow all executive orders issued by West Virginia Governor Jim Justice concerning COVID-19 and all guidelines issued by the Preston County Health Department. These include but are not limited to guidelines to ensure social distancing, size limitations for social gathering, and use of a face covering.

Before the Lessee allows anyone to enter the building, the LESSEE shall have everyone **ANSWER the following questions:**

- Have you or has anyone in your home had contact within the last fourteen days with any person under screening/testing for COVID-19, or with anyone known or suspected COVID-19?
- Do you currently have any of the following symptoms:
 - Fever (take temperature) 100.4 or higher
 - New cough
 - New shortness of breath
 - New sore throat
 - New muscle aches (not caused by physical exercise)
 - Nausea, vomiting, or diarrhea

If an individual answers **YES** to any of the screening questions, they are not to enter the building. If an individual answers **NO** to all of the screening questions, the person can be permitted into the facility if they are wearing a face covering. If a person relates they have a health condition that precludes them from wearing a face covering, then an exception can be made.

**It is not recommended for children 2 years and younger to wear a face mask.

notification is not required. If the Company cannot connect the System to the telephone lines or the internet service, then the Customer must contact the telephone/internet service company which will install and then bill the Customer directly for any telephone/internet equipment.

The Customer understands that (a) the System communicates with the monitoring facility over one or more transmission systems, such as POTS (plain old telephone system), VOIP, DSL, broadband, cellular, radio, internet, etc. b) these transmission systems are beyond the control of the Company and are maintained and serviced solely by the applicable transmission system provider; (c) the transmission systems may not always be reliable; and (d) any changes made to these transmission systems may disrupt communications from the System and, without notice from the Customer, the Company will have no way to know of such problem. THE CUSTOMER UNDERSTANDS THAT THE COMPANY AND/OR ANY THIRD-PARTY MONITORING PROVIDER WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF THE CUSTOMER'S TRANSMISSION SYSTEM IS NOT WORKING PROPERLY OR IF CHANGES IN THE TRANSMISSION SYSTEM PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING FACILITY. THE CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY CHANGE TO THE TRANSMISSION SYSTEM. The Customer will immediately notify the Company in writing of any problems with the System. The Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as when the Customer's transmission system has been tampered with (for example, if the telephone line has been cut) or is otherwise not working properly, or as a result of any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues.

E. **REPAIR.** The Company agrees to provide the repairs described for an initial term beginning on the date of this agreement and ending 5 years later. The Customer agrees to pay the Company the repair fees. AFTER THE INITIAL TERM, THE REPAIR SERVICE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 YEAR TERMS UNLESS CANCELLED BY EITHER PARTY IN WRITING AT LEAST (30) DAYS BEFORE THE END OF THE INITIAL TERM OR ANY RENEWAL TERM. The Customer agrees not to allow anyone besides the Company's employees or agents to service the system. The Company will respond to service calls as soon as it reasonably can. The Company's obligation to provide the repairs described does not cover batteries, alarm screen, wiring, foil tape, or deficiencies reported during a repair. Should any part or all of the System be damaged by acts of God, such as fire, flood, lightning, storms, riots, strikes, or any other cause beyond the control of the Company, Customer shall pay the costs of any repairs or replacement in accordance with Company's then-current charges.

1. **Standard Repair Service.** The Company will provide, during the Company's normal business hours, which are weekdays, excluding holidays the Company observes, from 8:00 a.m. to 5:00 p.m., all labor and materials necessary to service the System due to defects in the System and ordinary wear and tear. The Customer will pay the Company for all other service at the Company's then-current charges.

2. **Premier Repair Service.** The Company will provide, at any time deemed necessary, all labor and materials necessary to service the System due to defects in the System and ordinary wear and tear. The Customer will pay the Company for all other service at the Company's then-current charges.

3. **Time and Material Repair Service.** Upon the Customer's request, the Company will provide all labor and materials necessary to service the System, and the Customer will pay the Company for such labor and material at the Company's then-current charges.

F. **INSPECTION/TEST SERVICE.** The Company agrees to provide the inspection and/or test services described for an initial term beginning on the date of this agreement and ending 5 years later. The Customer agrees to pay the Company the inspection, and/or test fees. AFTER THE INITIAL TERM, THE INSPECTION AND/OR TEST WILL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 YEAR TERMS UNLESS CANCELLED BY EITHER PARTY IN WRITING AT LEAST (30) DAYS BEFORE THE END OF THE INITIAL TERM OR ANY RENEWAL TERM. The Customer agrees not to allow anyone besides the Company's employees or agents to inspect the system. The Company will respond to inspection calls as soon as it reasonably can. The Company's obligation to provide the inspection, and/or test service described does not cover batteries, alarm screen, wiring, foil tape, or deficiencies reported during an inspection and/or test. Should any part or all of the System be damaged by acts of God, such as fire, flood, lightning, storms, riots, strikes, or any other cause beyond the control of the Company, Customer shall pay the costs of any repairs or replacement in accordance with Company's then-current charges.

1. **Automatic Sprinkler System.** The Company shall perform the following, during the Company's normal business hours, which are weekdays, excluding holidays the Company observes, from 8:00 a.m. to 5:00 p.m. (a) Inspect each control valve in Customer's system, leaving in its normal open or closed position by means of wire seal, if not locked or supervised; (b) Inspect all fire sprinkler system related devices; (c) Test all sprinkler system alarm devices; (d) Conduct water flow tests at both ends of the system to verify adequate water availability; dry valves will be activated once per year; (e) Maintain water pressure (static and residual) records in order to note and investigate changes; (f) Inspect coverage of system and condition of sprinkler heads, branch lines, risers, cross mains, hangers and other related segments of the systems involved in accordance with NFPA 25-2002 edition; (g) Complete standard form of inspection report.

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GENERAL TERMS:

1. **LIMITATION OF THE COMPANY'S LIABILITY** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING MONITORING OR SERVICING THE SYSTEM IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$1,000.00. THE COMPANY WILL ASSUME A GREATER LIABILITY BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY IS TO DO SO A RIDER WILL BE ATTACHED TO THIS AGREEMENT. THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT, OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER THEORY OF LIABILITY. THIS EXCLUSION SPECIFICALLY COVERS GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. **Insurance** The Customer understands that **THE COMPANY IS NOT AN INSURER**. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions but rather are based on the cost of the System and the Company's services.

3. **Limited Warranty** (a) For 90 days from the date when the System is substantially installed, the Company warrants that if any part of the System does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period. This limited warranty does not cover dispatch service, systems not installed by the Company (including equipment added by Company to such systems), batteries, wiring, or foil tape. It does not apply if the System or the materials have been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (such as fire, flood, lightning, earthquakes, tornados, etc.).

(b) If Company performs repair services, the Company warrants the materials for a period of 30 days from the date of service. The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice. (c) This limited warranty is the only warranty the Company makes, is made only if the Company performs repair services, and takes the place of all other warranties whether express or implied.

NO EXPRESS WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides that the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

4. **The Customer's Protection of Company** This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third-party claims or losses (including reasonable attorney's fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's employees, agents and subcontractors. This protection/indemnity covers claims brought against the Company by the Customer's insurance carrier. It also includes claims arising under contract, warranty, negligence, or any other theory of liability. This also covers any damage, claim or loss which may result to the Company, the Customer, or any third party if the Company enters the Premises and turns off any audible alarms after being instructed by the Customer or any public official or officer to do so. The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees. In the case of any third-party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

5. **The Customer's Agreements** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer agrees to give the Company access to the Premises as needed to perform the services. If the Customer gives the Company keys to the Premises, the Company will not be liable for any damages caused by the loss or theft of those keys unless caused solely by the Company's gross negligence or willful misconduct. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them. The Customer will immediately notify the Company in writing of any problems with the System.

The Customer agrees that the Company can make program changes to the Company's proprietary data located in the transmitting device. The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises, or if a return visit is required due to devices not being accessible at the scheduled time. The Customer's obligations continue even if the Customer sells or leaves the Premises. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it. The Customer will not tamper or interfere with the System, nor permit others to do so. The Customer agrees that the Company can record and use all

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communications with anyone in the normal course of the Company's business. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the transmitting device. The Customer will test the System at least weekly as well as when changes are made to its transmission system or the Premises. The Customer is responsible for properly maintaining a water-based fire protection sprinkler system. The Customer will immediately notify the Company in writing of any problems with the system.

6. The Customer's Default If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement. If the Company ends this Agreement, the Customer must pay the Company: (a) all amounts then due; (b) 100% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) the Company's reasonable collection costs, including attorney fees. If this Agreement is ended, the Company does not have to provide any service, including monitoring, after the date this Agreement ends. In addition, the Company can peacefully enter the Premises and remove its equipment. The Company is not required to restore or redecorate the Premises if it removes the equipment. If the Company waives any default by the Customer, that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

7. System Charges The Customer agrees to obtain all permits and licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges. After the first year the Company may increase its fees if it notifies the Customer in writing. If the Customer is unwilling to pay the increased fees, it must notify the Company that it wishes to terminate this Agreement within 30 days after receiving notice of the increased fees from the Company. The Company then may either terminate this Agreement or reduce the fees back to their previous levels thereby binding the Customer to the remaining term of this Agreement.

If the Customer is more than 30 days late with payment, the Company can charge the Customer interest up to 1 ½% per month or the highest rate allowed by law, whichever is lower. In addition, the Customer agrees to pay the Company's reasonable collection costs, including attorney's fees, and a reasonable reconnect fee if the Company has disconnected the System.

8. Transfers The Customer cannot transfer this Agreement without the Company's consent. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

9. Notices: Limitations on Lawsuits Unless otherwise indicated, all notices must be in writing. The Customer or the Company may end any portion of this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. **It is critical that the Customer give any termination notice in a timely manner.**

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

THE CUSTOMER AGREES THAT IT WILL CONSENT TO THE JURISDICTION OF PENNSYLVANIA COURTS OF COMMON PLEAS AND THE VENUE OF LANCASTER, PENNSYLVANIA FOR ANY CLAIM BROUGHT UNDER THIS AGREEMENT.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**

10. EXECUTION IN COUNTERPARTS AND BY FACSIMILE OR ELECTRONICALLY BY PDF THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, ANY ONE OF WHICH NEED NOT CONTAIN THE SIGNATURE OF MORE THAN ONE PARTY, BUT ALL OF WHICH SHALL TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENT. THE PARTIES AGREE THIS AGREEMENT AND THE SIGNATURES AFFIXED HERETO MAY BE TRANSMITTED AND DELIVERED BY FACSIMILE OR ELECTRONICALLY BY PDF AND THAT ALL SUCH SIGNATURES AND THIS AGREEMENT TRANSMITTED OR DELIVERED BY FACSIMILE OR ELECTRONICALLY BY PDF SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL AGREEMENT AND ORIGINAL SIGNATURES.

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11. STORAGE OF AGREEMENT AND INFORMATION THE CUSTOMER AUTHORIZES THE COMPANY TO STORE OR RETAIN THIS AGREEMENT AND ALL INFORMATION AND OTHER WRITTEN MATERIALS ON ELECTRONIC DATA OR OTHER STORAGE MEDIA AND, IN THE SOLE AND ABSOLUTE DISCRETION OF THE COMPANY, TO DESTROY ALL WRITTEN DOCUMENTS OR MATERIALS WHICH HAVE BEEN STORED OR RETAINED ON ELECTRONIC DATA OR OTHER STORAGE MEDIA.

12. Miscellaneous This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it off or begins installation or service. This Agreement is governed by Pennsylvania law. If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both the Customer and the Company sign.

13. The Customer's Network The System as installed by the Company may require access and use of the Customer's internet service together with any and all connected devices, including the Customer's Wi-Fi network, modem, router, switches, hubs, access points, repeaters, phones, desktops, laptops, or any other equipment or component providing access to the Network within the Customer's property and or virtual network (collectively, the "Network"). The Customer is responsible for providing a Network that is compatible with, and allows for, the System's functionality, and accommodates all other uses desired by the Customer. During the course of installation or repair of the System, the Company may require access to the Network. In installing and/or servicing the System, the Company will not access any component of the Network without the Customer's consent. The Customer agrees that no aspect of the System or the Company's installation or service of the System is designed, intended, or capable of providing protection against any form of outside, unwanted, or unauthorized access to the Network. The Company has made no representations either in person or writing to the contrary. The Customer agrees that it has the responsibility to secure the Network. The Company is only installing devices within the Network and is not responsible for network latency, connection, and/or repair of the Network.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." All schedules and attachments are a part of this Agreement. If the Customer signs an installment contract, this Agreement is not binding until the installment contract is accepted by the financing agency, or until credit approval has been received.

14. Doctrine of Impracticability. During the course of the installation and or Service of the System, the Company shall notify the Customer of any latent conditions revealed during installation of the System of an unusual nature, or that differ materially from those ordinarily encountered or generally recognized as typical in customary installation and or Service of the System. Such conditions include, without limitation, physical barriers, site conditions, mold, asbestos, and pest or insect infestations. Customer agrees to hold Company harmless from the costs of any exploration, identification, analysis, repair, removal, or remediation associated with the such atypical conditions and agrees that such costs are additional and not included within the charges payable under this agreement.

Kourt Security Partners, LLC dba Select Security

Customer

Sales Representative Name:

Customer Name Printed: **Samantha Stone, President**

Frank Danko

Customer Signature: 

Authorized Company Representative:

Date Signed: **September 1, 2020**

Patrick M. Eggar

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SCHEDULE OF DETECTION/SPECIFICATIONS

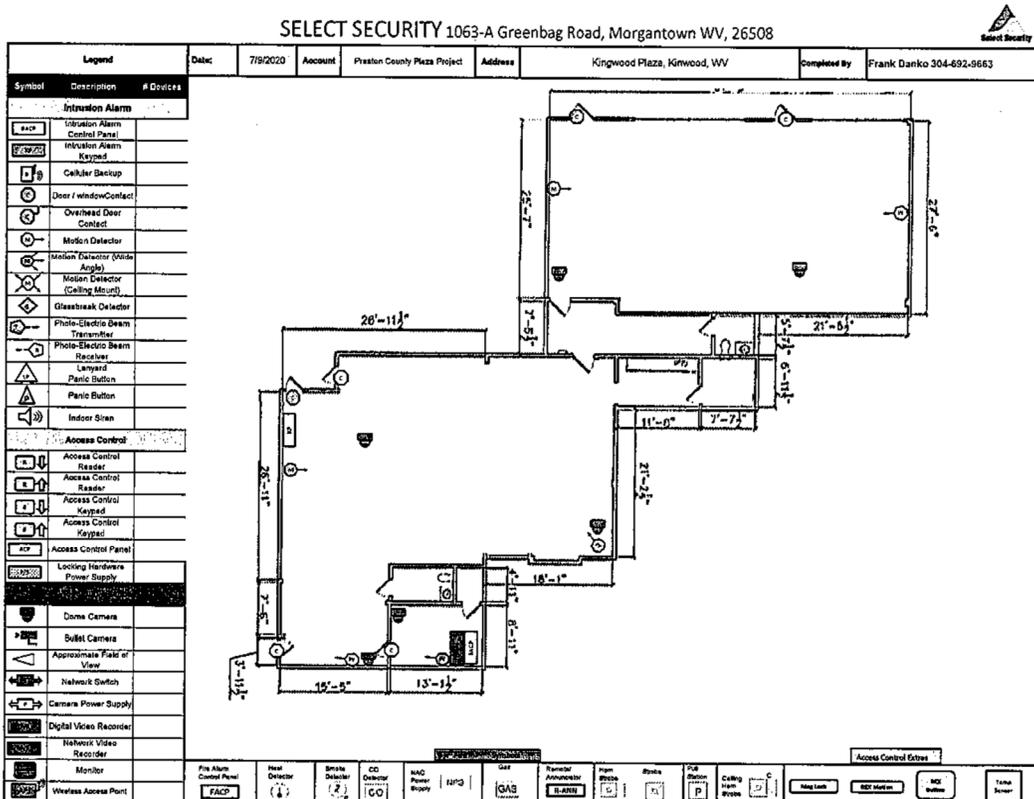
Job #:

Site Phone Number: _____ Email Address: warmstrong@prestoncountywv.g

Equipment List:

Description	Quantity
KIT; XR 150; BURG / ACCESS,PNL,KEYPD, TRANSFRM,DLR	1.00
BATTERY; 12V; 7AH	1.00
RECEIVER; WIRELESS	1.00
TRANSMITTER; WIRELESS	6.00
DETECTOR; MOTION; WIRELESS	6.00
KEYFOB; WIRELESS; 1 BUTTON	2.00
RADIO; CELL; LTE; ATT; 381-2 CABLE	1.00
SVR; 16 CHANNEL; 16 PORT POE; 12TB	1.00
CAMERA; DOME; IP67; 4MP; 2.8MM	6.00
MONITOR; 22"; LED; VGA; HDMI; BNC	1.00
TABLE; HDMI; 6'	1.00
BACK-UP; UPS; XS 1500	1.00
CABINET, WALLMOUNT, 9U	1.00
INSTALLATION	2.00

Description	Monthly Amount
OMP Cellular	15.00
OMP Virtual Keypad App	5.00
Basic Monitoring	20.00



**BID REQUEST - Preston County Plaza Project,
Intrusion and Security Camera Project - Combined**

Company Name:
Select Security

Address:

1063A Greenbag Rd

Morgantown, WV

26508
Telephone
304-692-9663

Fax

Email

fdanko@selectsecurity.com

Equipment	Quantity	Unit Price	Total (Apply discounts if applicable)
DMP XR150	1	\$305.00	\$305.00
Wireless Receiver	1	\$203.00	\$203.00
Wireless Door Contact	6	\$67.00	\$402.00
Wireless Motion Detector	6	\$101.00	\$606.00
Wireless Panic Buttons	2	\$47.00	\$94.00
Cellular Communicator	1	\$321.00	\$321.00
16 Channel HIK Vision NVR with 12TB hard drive and built in POE Plus switch model Number 7616N1-12/16P	1	\$1,204.00	\$1,204.00
HIK Vision 4mp vandal dome camera with 2.8-6mm lens, 2688 X 1520 resolution and 100 ft IRs model 2CD2145FWD-I	6	\$116.00	\$696.00
21.5 inch LED monitor, HDMI, BNC,	1	\$180.00	\$180.00
Uninterrupted Power Source	1	\$205.00	\$205.00
Wall Mounted Rack	1	\$297.00	\$297.00
All required power supplies, cabling			\$645.00
Equipment Subtotals			\$5,158.00
REMOVAL OF EXISTING EQUIPMENT			Total (Apply discounts if applicable)
Equipment Removal Subtotals			\$180.00
INSTALLATION & PROGRAMMING			Total (Apply discounts if applicable)
DESCRIPTION			
The system shall have remote access via remote computer and smartphone. Shall have remote video retrieval and configuration of camera systems.			
Installation & Programming Subtotals			\$3,927.96
GRAND TOTAL			\$9,265.96

Lead time required for equipment

2-4 wks



Proposal Number: 6729
Date: 8/26/2020

Kingwood Plaza
425 E Main St
Kingwood, WV 26537

Dear Kathy Mace

I am pleased to present the following solutions, which have been created based on our previous conversations and your feedback. The products and services chosen, reflect the nature of your location and represent the perfect mix of cost, convenience, and solutions.

Select Security is the #1 fastest growing security systems provider in the U.S., due in part to our solution-source approach to security and fire alarms, advanced video surveillance and access control systems. Professional monitoring is provided from our in-house Central Station, which is UL Listed, FM Approved, and has earned the coveted 5-Diamond certification from the Monitoring Association.

Any purchase with Select Security comes complete with our 90-day Installation and Service Guarantees, and access to our Customer Experience team should you have any questions or issues. We are continually educated to the highest standards, and are available 24-hours a day, to help you when you need us the most.

Thank you for allowing the opportunity to present this proposal. After you've had time to review the contents, I will follow up to answer any questions you may have, and to explain your installation and service options.

Sincerely,
Frank Danko

Business Development Manager

Select Security
(877) 877-0345, Option 6, Ext. 7494

1063A Greenbag Road
Morgantown, WV 26508





Scope of Work

Customer Information
 Preston County Commission Office
 106 W Main St Ste 202
 Kingwood, WV 26537

Site information
 Kingwood Plaza
 425 E Main St
 Kingwood, WV 26537

Overview:

Select security will complete the following work for the Preston County Commission – Plaza Project located at 425 East Main St in Kingwood WV. Please see system design drawings attached.

Intrusion Project

Select Security will install a new Digital Monitoring Products (DMP) intrusion system. The system will provide internal motion detection, perimeter door coverage and panic response. The system will be networked to allow for remote access and control. The system will be monitored via Select Security central monitoring station. The customer will receive notification of panics alarms, general alarms, arming and disarming. The customer will be able to remotely arm and disarm the system via their cell phone or virtual keypad PC control.

Intrusion Project

Select Security will install 6 new 4MP IP cameras to cover all entry control points as well as the voting lobby. All cameras and new network wire will be ran back to a new NVR that will have 12TB of video storage. A new uninterrupted power source, HDMI monitor and HDMI wire will be installed and connected to the recorder.

Install the following:

- 1 ea Intrusion Panel
- 1 ea Battery
- 1 ea Wireless Receiver
- 6 ea Door Contacts
- 6 ea Motion Detectors
- 2 ea Panic Buttons
- 1 ea Cellular Communicator
- 1 ea 16 Channel NVR
- 6 ea 4mp Cameras
- 1 ea 22 LED Monitor
- 1 ea HDMI Cable
- 1 ea UPS
- 1 ea 9U Wall Mount Rack

Special Options:

- 1. This Quote is an estimate and may require Select Security Engineering Approval.

Special Notes:

- 1. Customer requires window stickers and yard sign with address numbers

Proposal

8/26/2020
 1063A Greenbag Road
 Morgantown, WV 26508
 Toll Free 1(877) 877-0345



Proposal # 6729

Customer # 83360

Customer Information
 Preston County Commission Office
 106 W Main St Ste 202
 Kingwood, WV 26537

Site Information
 Kingwood Plaza
 425 E Main St
 Kingwood, WV 26537

Charges

Description	Quantity
KIT; XR 150; BURG / ACCESS,PNL,KEYPD, TRANSFRM,DLR	1.00
BATTERY; 12V; 7AH	1.00
RECEIVER; WIRELESS	1.00
TRANSMITTER; WIRELESS	6.00
DETECTOR; MOTION; WIRELESS	6.00
KEYFOB; WIRELESS; 1 BUTTON	2.00
RADIO; CELL; LTE; ATT; 381-2 CABLE	1.00
NVR; 16 CHANNEL; 16 PORT POE; 12TB	1.00
CAMERA; DOME; IP67; 4MP; 2.8MM	6.00
MONITOR; 22"; LED; VGA; HDMI; BNC	1.00
CABLE; HDMI; 6'	1.00
BACK-UP; UPS; XS 1500	1.00
CABINET, WALLMOUNT, 9U	1.00
INSTALLATION	2.00
Job Labor	1.00
Multi-Line Discount	1.00

Professional Services Added

Description	Monthly Amount
DMP Cellular	15.00
DMP Virtual Keypad App	5.00
Basic Monitoring	20.00
Professional Services	\$40.00

Discount-Included in Total \$1,496.52
Deposit Due in Advance \$4,632.98

Total System Investment **\$9,265.96**

Note: The above price does not include sales tax.

In addition to the above Outright Purchase Price, Select Security offers customizable Lease plans as an option to our customer.

Proposal

8/26/2020

1063A Greenbag Road
Morgantown, WV 26508
Toll Free 1(877) 877-0345



Proposal # 6729

Customer # 83360

The Lease plan(s) below include our Standard Service Agreement:

Select Security maintains a standard 90-day warranty on all parts and labor provided during installation, except when damage resulting from fire, vandalism, negligence, accidents, misuse, flooding, acts of God, or repairs resulting from modification or alterations to your premises. We provide 24-Hour emergency service to all of our customers, although additional charges may apply.

Select Security takes pride in the fact that we use the highest quality parts and materials in our installations. However normal wear and tear can degrade your system over time. We encourage all of our customers to consider joining our extended warranty program, where all normal repairs are provided free of charge. Please ask your account representative for details when you are discussing this proposal.

Our proposal is based on your acceptance of our normal installation and standard agreement terms. Pricing is valid for 30 days. This proposal does not include the cost of any permits, licenses, inspections, conduit, plenum wire, trenching, or lift rental, which may be required. Additional parts will be provided on a time and material basis.

C. Approval Fire Protection Proposal for Kingwood Plaza location

See Administrators Report "B" for motion to approve.



SYSTEM MODIFICATION AUTHORIZATION

Kourt Security Partners, LLC d/b/a/ Select Security (the "Company"), 241 North Plum Street, Lancaster, PA 17602, 717-481-7400, toll free 877-877-0345.

DATE 8/21/2020 CUSTOMER # 83360 CONTRACT # 6618 JOB/Work Order # _____

SITE NAME: Kingwood Plaza

SITE ADDRESS: 425 E Main St Kingwood, WV 26537

BILLING NAME: Preston County Commission Office

BILLING ADDRESS: 106 W Main St Ste 202 Kingwood, WV 26537

You are hereby authorized to perform the following specifically described system modification:

- Sale Install Lease Equipment Sale Only Repair Service T&M (indicate plan type)
- Inspection Service _____

Estimated Installation Start Date 8/21/2020 Estimated Installation Completion Date 9/21/2020

ADDITIONAL CHARGE FOR ABOVE MODIFICATION: \$ 6,130.97 plus applicable sales tax. Customer P.O.# _____

Installation Fee: (a) \$ 3,065.49 Upon Signing this Agreement

(b) \$ 73.00 Additional Per Month for the service(s) listed below;

RMR Description	Monthly Amount
Test Report Timing 6 Hour Cell/6 Hour IP	15.00
Napco Starlink Cellular	15.00
Basic Monitoring	20.00
Functional Fire Inspection	23.00

The Customer agrees to pay the Company the above charges. This System Modification Authorization modifies the original agreement between the Company and the Customer (the "Agreement"). All of the terms and conditions of the Agreement remain in full force and effect, except to the extent specifically modified by this System Modification Authorization.

Date 09/01/2020 Customer's Signature [Signature]

Sales Representative: _____ Date _____

Company Authorized Representative: Frank Danko 8/21/2020
Patrick M. Egan



Scope of Work

Customer Information
Preston County Commission Office
106 W Main St Ste 202
Kingwood, WV 26537

Site information
Kingwood Plaza
425 E Main St
Kingwood, WV 26537

Overview:

Select Security will complete the following work for the Preston County Commission – Plaza Fire Project located at 425 E Main Street in Kingwood WV. Please reference the attached fire design drawings.

Fire Alarm Installation

Select Security will install a new Notifier Fire Warden addressable system. Select Security will install 5 new pull stations and 4 horn / strobes in the building. A smoke detector will be installed above the fire alarm panel and in both main rooms. A heat detector will be installed in furnace room. The systems will be monitored via a new cellular communicator installed in the Telcomm room. A full functional fire test will be performed, if the system passes a certification of inspection will be placed in the panel. All devices must be tested annually per WV fire code. Pricing to conduct the yearly test is included in the monthly cost. This is a non-required system.

Install the following:

- 1 ea Notifier Fire Panel
- 2 ea 1212 Batteries
- 1 ea Remote Annunciator
- 1 ea Cellular Communicator
- 4 ea Horn/Strobes
- 5 ea Pull Stations
- 1 ea Heat Detectors
- 5 ea Smoke Detectors
- 6 ea Device Bases

Special Options:

- 1. This Quote is an estimate and may require Select Security Engineering Approval.

Special Notes:

- 1. Customer requires window stickers and yard sign with address numbers

Proposal

8/21/2020

1063A Greenbag Rd
Morgantown, WV 26508
Toll Free 1(877) 877-0345



Proposal # 6618

Customer # 83360

Customer Information
Preston County Commission Office
106 W Main St Ste 202
Kingwood, WV 26537

Site Information
Kingwood Plaza
425 E Main St
Kingwood, WV 26537

Charges

Description	Quantity
PANEL; CONTROL; 50 ZONE	1.00
STATION; PULL	5.00
STROBE; WALL; RED; LED	2.00
HORN/STROBE; WALL; RED; LED	2.00
STATION; PULL; ADDRESSABLE	0.00
DETECTOR; HEAT	1.00
SMOKE DETECTOR; LOW PROFILE; INTELLIGENT	5.00
ANNUNCIATOR; FIRE	1.00
BATTERY; 12V; 12AH	2.00
BASE; SMOKE; ADDRESSABLE	5.00
INSTALLATION	7.00
BASE, SMOKE / HEAT	1.00
RADIO; CELL; FIRE; LTE, INTERNET	1.00
Job Labor	1.00
Multi-Line Discount	1.00

Professional Services Added

Description	Monthly Amount
Test Report Timing 6 Hour Cell/6 Hour IP	15.00
Napco Starlink Cellular	15.00
Basic Monitoring	20.00
Functional Fire Inspection	23.00
Professional Services	\$73.00

Discount-Included in Total \$1,438.13

Deposit Due in Advance \$3,065.49

Total System Investment \$6,130.97

Note: The above price does not include sales tax.

In addition to the above Outright Purchase Price, Select Security offers customizable Lease plans as an option to our customer.

Select Security offices: Albuquerque, NM, Bardstown, KY, Bowling Green, KY, Charlotte, NC, Dallas, TX, Franklin, PA, Harrisburg, PA, Lancaster, PA, Memphis TN, Monmouth, NJ, Morgantown, WV, Myrtle Beach, SC, Nashville, TN, Northeast, OH, Northern, VA, Paducah, KY, Pittsburgh, PA, Roanoke, VA, Stroudsburg, PA, Williamsport, PA. Page 1 of 2
PA 008084, WV 052643, VA 11-7661, NC 008650P9
NJ 34BF00037000, TN 2052, TX B18254B, IL 127001726

Proposal

8/21/2020

1063A Greenbag Rd
Morgantown, WV 26508
Toll Free 1(877) 877-0345



Proposal # 6618

Customer # 83360

The Lease plan(s) below include our Standard Service Agreement:

Select Security maintains a standard 90-day warranty on all parts and labor provided during installation, except when damage resulting from fire, vandalism, negligence, accidents, misuse, flooding, acts of God, or repairs resulting from modification or alterations to your premises. We provide 24-Hour emergency service to all of our customers, although additional charges may apply.

Select Security takes pride in the fact that we use the highest quality parts and materials in our installations. However normal wear and tear can degrade your system over time. We encourage all of our customers to consider joining our extended warranty program, where all normal repairs are provided free of charge. Please ask your account representative for details when you are discussing this proposal.

Our proposal is based on your acceptance of our normal installation and standard agreement terms. Pricing is valid for 30 days. This proposal does not include the cost of any permits, licenses, inspections, conduit, plenum wire, trenching, or lift rental, which may be required. Additional parts will be provided on a time and material basis.

D. Budget Revisions

No budget revisions presented.

E. Miscellaneous Correspondence

- Requests for financial support are coming in. May start discussions next week.
- Sept. 4, 2020-President Stone ringing the historic bell for Labor Day holiday.

Personnel Matters-Consideration and/or action

Legal Matters-Consideration and/or action

Information

A. Minutes – July 21, 2020, Zoom Meeting with DOH

B. Miscellaneous Correspondence

Commissioners Comments

- Commissioner Smith
- Wednesday evening SWA – discussing E-cycling and upcoming events
 - Thursday discussion of OHB Trail Network Project at Masontown trail head if inclement weather will be held at the Grace Baptist Church
 - Wednesday - Community Corrections emergency meeting

At 10:24 a.m., there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

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09/01/2020