

**A G E N D A**  
**PRESTON COUNTY COMMISSION**  
**JUNE 2, 2020**  
**5:30 P.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 – Kelly Trina, Personal Property; Keras Ashley N, Personal Property; Moreland Tony & Dorita, Personal Property; Phillips Richard A & Tammy L, Personal Property; Poling Daniel, Personal Property; XU WU SHU, Personal Property

**County Court Split** – Reckart, Robert L and Amanda M.

**Recognition of Scheduled Appointments**

5:33 pm      Preston County Health Department – COVID-19 Virus Update  
5:35 pm      Connie Ervin, Assessor – Real Estate and Personal Property Land Books  
2020 Tax Year - Approval

**Approval of Minutes** – None

**Proceedings in Vacation** – May 21, 2020 through May 27, 2020

**Estate Settlements** – May 20, 2020 thru May 21, 2020

ESTATE NAME: CAROL W. BILLIE  
ESTATE NAME: JAMES W. DEBERRY SR.

**Fiduciary Commissioner** – None

**Old Business – Consideration and/or action** –

**New Business – Consideration and/or action** – Update on the Terra Alta Railroad Bridge

**Administrator's Report – Consideration and/or action**

- A. Update COVID-19 Virus
- B. Approve Coverage Intent Form for Liability and Workers Comp WVC0RP 2020-2021 fiscal year
- C. Approve Service Agreement Cintas 2020-2021 fiscal year
- D. Approve Service Agreement Bri-Ton Heating Cooling 2020-2021 fiscal year
- E. Approve IT Mindshare contract 2020-2021 fiscal year
- F. Meeting scheduled for the month of June
- G. Election Update
- H. Budget Revisions
- I. Miscellaneous Correspondence

**Personnel Matters- Consideration and/or action**

**Matters- Consideration and/or action**

**Information**

- A. Minutes – May 12, 2020
- B. Miscellaneous Correspondence

**Commissioners Comments**

**STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:**

The Preston County Commission met in Regular Session at 5:30 p.m., June 2, 2020 in the County Commission Meeting Room in the Annex Building.

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: Don Smith, Dave Price and Samantha Stone.

Also present was Kathy Mace, County Administrator.

The following persons registered their attendance during the meeting:

V.J. Davis, Director - Preston County Health Department

Connie Ervin-Assessor

Biff Armstrong-IT Specialist

Angie Whetsell

Deanna Lively

Commissioner Price moved to pay the bills as properly presented and approved. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

Commissioner Price moved to approve the Tax Correction List, dated June 2, 2020 in the amount of \$486.88, as presented by Assessor Connie Ervin. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

Commissioner Smith moved to approve the County Court Split in the names of Robert L. and Amanda M. Reckart. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

There were no Notice of Apportionments or Consolidation of Land.

## **Recognition of Scheduled Appointments**

### **5:33 p.m. - Preston County Health Department-COVID-19 Virus Update**

Commission President Stone introduced V.J. Davis, Administrator of the Preston County Health Department with a COVID-19 Update.

Mr. Davis reported that currently in Preston County there are 19 confirmed positive cases; 5 probable cases; 2 deaths; 17 individuals have recovered; and there are 5 active cases that they are working on.

He said the reason the case dropped a number in the death category is because the individual from early on that had a residence in Preston County but lived in a long-term care facility in another county for a while, they were moving back and forth. They have finally moved that number both as a case and a death to the county that person was in.

He said things are beginning to open up and people are moving around and although it has given people in Preston County a bit of security to know that most of the cases were travel related, the last few cases were community spread. It is in our communities and can be anywhere you go. People can have COVID and be asymptomatic and have no clue they are sick. He said this is why it is so important that everyone take precautions when they go out.

The health department encourages people to wear the masks because the masks, washing hands regularly and social distancing are effective in preventing the spread from someone that is asymptomatic to somebody else.

He reminds everyone to not let their guard down and continue to stay vigilant this summer.

### **5:35 p.m. - Connie Ervin, Assessor – Real Estate and Personal Property Land Books 2020 Tax Year - Approval**

Commissioner Smith moved to accept and approve the Real Estate and Personal Property Land Books for the 2020 tax year as presented by Assessor Connie Ervin. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

## **Approval of Minutes – None**

**Proceedings in Vacation – May 21, 2020 through May 27, 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, May 21, 2020 thru May 27, 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, May 21, 2020, through Wednesday, May 27, 2020**

The County Commission of Preston County this 2<sup>nd</sup> day of June, 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, Friday, May 22, 2020, the following matters were disposed of in the presence of the Clerk:**

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

**STEVEN GUY SIGLEY**, who was named in the last will and testament of **ELIZABETH ALICE SIGLEY**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

**HENRY D GARLETTS**, who was named in the last will and testament of **ARTHUR D GARLETTS**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

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

**GREGORY WOLFE**, who was named in the last will and testament of **LEONARD KERMIT WOLFE**, deceased, as ADMINISTRATOR CTA thereof, qualified as such. Bond was 1,000.00.

**On, Wednesday, May 27, 2020, the following matters were disposed of in the presence of the Clerk:**

A duly exemplified copy of the last will and testament of **JAMES C POULSON**, deceased, a late resident of New Castle County, Delaware, was admitted to record.

Subscribed and sworn to before me on 05/27/2020

*Linda Huggins*

Linda Huggins  
Clerk of the Preston County Commission

By: *Tammy Johnson*  
Tammy Johnson, Deputy Clerk

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

**Estate Settlements – May 20, 2020 thru May 21, 2020**

Commissioner Price 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 05/20/2020 thru 05/21/2020 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, June 2, 2020.

ESTATE NUMBER: 2937  
ESTATE NAME: **CAROL W. BILLIE**  
ADMINISTRATOR CTA: FRANK Z. BILLIE, JR.  
SETTLEMENT: WAIVER OF FINAL SETTLEMENT  
FILED: 05/21/2020

ESTATE NUMBER: 2705  
ESTATE NAME: **JAMES W. DEBERRY SR.**  
ADMINISTRATOR DBN: TIMOTHY R. DEBERRY  
SETTLEMENT: REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT  
FILED: 05/20/2020

Subscribed and sworn to before me on 05/27/2020

Handwritten signature of Linda Huggins in cursive.

Linda Huggins  
Clerk of the Preston County Commission

By: Handwritten signature of Tammy Johnson in cursive.  
Tammy Johnson, Deputy Clerk

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

**Fiduciary Commissioner –None**

**Old Business – Consideration and/or action**

**New Business – Consideration and/or action** – Update on the Terra Alta Railroad Bridge

Commissioner Price made a request to send a letter for an update to the Department of Highways and CSX Railroad regarding the Terra Alta railroad bridge.

**Administrator’s Report – Consideration and/or action**

President Stone recognized Kathy Mace for the Administrators Report.

**A. Update COVID-19 Virus**

Ms. Mace said the courts are now seeing more in person court hearings. She expressed gratitude to the public and said most patrons are presenting with a mask. Procedures continue to operate the same way with temperatures taken, screening questions and masks being required in the buildings.

She plans to work closely with Preston County Health Department Administrator, V.J. Davis regarding when to anticipate inviting people back in to the meetings. In the meantime, they will continue to use Facebook live stream.

There are also plans to start a Preston County Commission YouTube channel, hopefully before July 1<sup>st</sup>, to help people be prepared so when they arrive at the Tax Office or Assessors Office their wait time is less.

She said some of the PPE equipment has arrived. The storage container is here and the ventilators should be here soon.

**B. Approve Coverage Intent Form for Liability and Workers Comp WVCORP 2020-2021 fiscal year**

Commissioner Price moved to authorize the President to sign the Risk Pool Liability and Workers Compensation and other coverages for the ensuing year. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.



**2020 - 2021 Self Insurance Proposal**  
**Proposal for: Preston County Commission**

For additional information, contact:  
Steve Rawlings  
1819 Electric Road, Suite C  
Roanoke, VA 24018  
Phone: (844) 986-2705

Presented: Mar 30, 2020

West Virginia Communities Risk Pool  
Package coverages, terms, conditions and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.



We provide the most extensive coverage and service at stable and extremely competitive pricing.

**Why WVCoRP?**

**Member-Owned, Member Governed**

West Virginia Communities Risk Pool (WVCoRP) provides coverage and risk management expertise to local government entities throughout West Virginia. By pooling risks, members enjoy the benefits of cost savings, price stability and comprehensive coverages. Unlike a commercial carrier, WVCoRP is governed by a Supervisory Board that is comprised of pool members. As a member governed organization, WVCoRP knows and understands its members' needs and has a proven record of quickly responding to the changes in state laws and mandates



**Services and Resources Available**

WVCoRP uses its expertise to custom design services to meet the specific needs of each member, including risk management consultations and on-site trainings.

- Online tools allow our members easy access to claim reporting, claims data, customized loss reports, Certificate of Insurance requests, and changes to Property, Inland Marine, and Auto schedules
- Cyber risk coverage provided at no charge - Optional Limits Available
- Pollution coverage included as a part of general liability coverage
- Contract and lease review to ensure adequate coverage requirements and indemnification language
- Property valuations are completed on a rotating basis at no charge
- Live and recorded training webinars
- Case Management services provided by nursing professionals
- Medical Bill Review to ensure cost effective treatment for injured employees
- Defensive Driver Training with Enhanced On-Site Driving Simulator
- Onsite Law Enforcement Staff Training with continuing education credits
- Facility Safety Assessments
- Emergency preparedness training
- Safety committee participation



Preston County Commission

**Contribution Summary Form**

Coverage	Deductible	Contribution
Property : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	See Schedule	\$21,111
Inland Marine : Replacement Cost if Scheduled, otherwise Actual Cash Value	See Schedule	\$8,234
Equipment Breakdown	\$1,000	\$2,244
General Liability : \$1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	None	\$53,394
Law Enforcement Liability : \$1,000,000 Limit	\$15,000	Included
Public Officials Liability : \$1,000,000 Limit Each Wrongful Act	\$15,000	\$11,038
Automobile : \$1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	See Schedule	\$37,275
Crime : Blanket \$250,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud \$25,000 sublimit	\$250	\$950
Excess Liability : Refer to the proposal page for limit information. Underlying limits must be exhausted before excess liability is available for losses.	None	\$9,849
Environmental Liability : \$500,000 Limit	\$25,000	Included
Cyber Risk : \$1,000,000 Limit	None	\$4,000
Workers' Compensation :	None	\$75,204
<b>Grand Total Annual Contribution</b>		<b>\$223,297</b>

Any additions or deletions made after the proposal and initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.

In order to be eligible for WVCoRP membership, the following coverages must be selected: Property (where applicable), General Liability, Business Auto (where applicable), and Crime. To be eligible for Workers' Compensation coverage, Property & Casualty must be in effect with WVCoRP.

Quarterly installment payment terms available for Workers' Compensation coverage only.



RESPONSE NEEDED - If electing option(s) below, please indicate on Coverage Intent Form. Otherwise, coverage will be based upon current coverage as you do not wish to select proposed option(s) below.

2020 - 2021 Quote Options for  
Preston County Commission

**OPTION 1: Cyber Risk - Increased Liability**

WVCoRP provides members an opportunity to increase Cyber Risk coverage. The purchased limit is your own limit, which is outside of the WVCoRP pooled limit for other members. Cyber Risk Liability provides coverage due to network security breaches (including hacking and viruses) and online privacy matters (including identity theft). Coverage also includes Crisis Management, Remediation and Notification Expense coverage for public relations services, expense to determine scope of breach, and notification expense required by law, including mailings and monitoring up to the purchased limit.

Limit	Deductible	Additional Contribution
\$1,000,000	\$0	\$4,000
\$2,000,000	\$0	\$5,500
\$3,000,000	\$0	\$7,000

\$5,000,000 and \$10,000,000 limit options are available upon request



**Property**

- WVCoRP provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

**Buildings and Contents**

Total Building Values	\$ 17,245,000
Total Contents Values	\$ 1,458,000
Business Income / Extra Expense (\$100,000 Automatic or as scheduled)	\$ 0

**Coverage Includes: (no additional charge)\***

- Back-up of Sewers & Drains: \$1,000,000 Limit
- Debris Removal: \$20,000,000 Pool Limit
- Pollutant Clean-up and Removal: \$500,000 Pool Limit
- Newly Acquired Property: \$10,000,000 Limit (up to 120 Days)  
When timely reported, covered until renewal at no additional charge if under \$500,000 in value; additional charge for new values above \$500,000
- Property in Transit: \$5,000,000 Pool Limit
- Utility Services Time Element: \$2,000,000 Pool Limit
- Building Ordinance/Increased Cost of Construction/Demolition: up to \$20,000,000 Pool Limit
- Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to \$10,000,000 Pool Limit
- Flood (if outside the 100 year flood plain): up to \$10,000,000 Pool Limit
- Architect & Engineering fees for plans, specifications, and supervision included upon replacement
- Error in Reporting Provision
- Improvements and Betterments to buildings leased by the member
- Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet of the premises provided their values are included in the schedule

\*Does not apply to properties valued at Actual Cash Value (ACV)

**Coverage Available (Additional Charge):**

Builders' Risk during building construction (Optional - must be reported)

**Perils Covered**

- Special Form, specifically drafted for local government; all perils are covered except those specifically excluded.
- Flood (if outside the 100 year flood plain) and Earthquake are included.

**Valuation**

- Building & Contents - Replacement Cost, except vacant property at Actual Cash Value or stated otherwise
- Business Income - Actual Loss Sustained

**Other Terms**

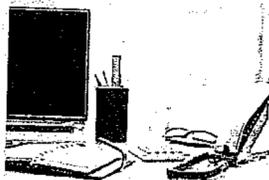
- Blanket Limit
- No Coinsurance
- Vacant Buildings must be reported.  
*If vacant building becomes occupied, please notify WVCoRP to ensure proper coverage is in place.*

**Deductibles (Per Occurrence)**

- \$1,000 Building & Contents
- \$25,000 Flood
- \$25,000 Earthquake

### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.
- **Vacant:** A building that does not contain adequate Covered Property to conduct customary business operations.



### Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

### Inland Marine

Total Inland Marine Value (Per Schedule)	\$ 3,074,532
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### Computers / Electronic Data Processing (EDP)

Hardware (Per Schedule)	\$ 900,000
Software (Per Schedule)	\$ 0

### Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.
- Electronic Data Processing (EDP) includes electrical and mechanical breakdown.

### Valuation

- Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:
- Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.

### Deductible

See Schedule

### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.

## Equipment Breakdown

- Equipment Breakdown is comprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

### Limits

- \$50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense, and Hazardous Substances
- \$1,000,000 Newly Acquired Property (up to 90 Days)
- \$1,000,000 Demolition (Coverage B)
- \$1,000,000 Increased Cost of Construction (Coverage C)
- \$1,000,000 Service Interruption
- \$250,000 Spoilage Damage
- \$100,000 Electronic Data or Media Damage

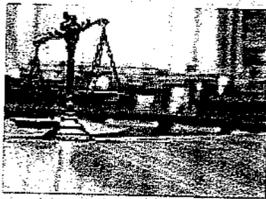
### Covered Events

Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels.

### Deductibles

- 24 Hours Business Income Loss
- \$1,000 Per Occurrence

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## General Liability

- WVCoRP general liability coverage provides the broadest protection for public entities in West Virginia.
- WVCoRP coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

### Basis of Contribution

Net Operating Expense

\$ 5,375,447

### Limits

- \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence
- No Annual Aggregate

### Additional Coverages

- Failure to Supply (No Sublimit)
- Sidetrack Agreements including Railroads
- Contractual Liability for Covered Contracts
- Personal Injury and Advertising Liability
- Broad Form Property Damage Liability
- Incidental Medical Malpractice
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Products/Completed Operations
- Punitive Damages Covered in Most Cases
- Employee Benefits Liability

### Sublimits

- \$100,000 Fire Legal Liability - Real Property
- \$100,000 Care, Custody, and Control of Others' Property

### Deductible

None

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### Cyber Risk

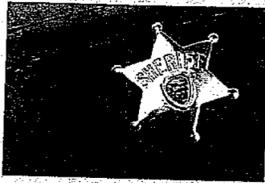
- WVCoRP members are covered for online privacy matters (including identity theft), losses due to network security breaches (including hacking and viruses), copyright infringement, and online slander or libel, among other issues.
- Increased limits available

Limits
<ul style="list-style-type: none"> <li>• \$1,000,000 Per Occurrence and Aggregate - Per Member</li> </ul>
Coverages
<b>Network Security, Privacy, and Data Breach Liability</b> <ul style="list-style-type: none"> <li>• Liability for unauthorized access to the computer network, including personal identifying information such as social security numbers, credit card numbers, etc.</li> <li>• Liability for transmission of a computer virus</li> </ul>
<b>Multimedia Liability</b> <ul style="list-style-type: none"> <li>• Copyright/trademark infringement, invasion of privacy, plagiarism, libel and slander through website or social media</li> </ul>
<b>Regulatory Liability</b> <ul style="list-style-type: none"> <li>• Liability, including defense costs, resulting from a claim by an official regulatory agency or governmental body as a result of a security breach or privacy breach or breach of privacy regulations</li> <li>• Includes civil and/or administrative penalties or fines imposed by an official regulatory agency or governmental body</li> </ul>
<b>Data Breach Incident Response</b> <ul style="list-style-type: none"> <li>• Expenses paid to third party service providers arising from a data breach for legal services, notification expenses, fraud monitoring and resolution services, call center services, public relations services, and computer forensic services.</li> </ul>
<b>Data Restoration</b> <ul style="list-style-type: none"> <li>• Costs to restore, compile or replace data</li> <li>• Reasonable and necessary costs and expenses to determine scope of breach</li> <li>• Costs paid to restore, compile or replace data to a third party as a result of a network security breach or cyber extortion event.</li> </ul>
<b>Cyber Extortion</b> <ul style="list-style-type: none"> <li>• Reimbursement of reasonable costs and expenses resulting from request for money to avoid damage, destruction, corruption or introduction of a computer virus, a malicious code or denial of service</li> </ul>
<b>Social Engineering Fraud</b> <ul style="list-style-type: none"> <li>• Covers financial loss relating to a social engineering event whereby an employee is instructed to move funds to another bank fraudulently</li> </ul>
<b>PCI DSS Fines</b> <ul style="list-style-type: none"> <li>• Covers PCI contractual costs and regulatory fines following a security or privacy event</li> </ul>
Deductible
None

### Environmental Liability

- WVCoRP provides members with liability protection for first and third party environmental liabilities.
- Coverage for third party cleanup involving above ground pollution exposures is included.

Limits
<ul style="list-style-type: none"> <li>• Each Incident and Aggregate - Per Member \$500,000</li> <li>• Pool Aggregate \$1,000,000</li> </ul>
Coverages
<ul style="list-style-type: none"> <li>• Third Party Clean-up for above ground pollution exposures, such as:             <ul style="list-style-type: none"> <li>◦ Water &amp; Sewer Operations</li> <li>◦ Transfer Stations</li> <li>◦ Spraying of Pesticides and Herbicides</li> <li>◦ Golf Courses</li> <li>◦ Above Ground Storage Tanks</li> </ul> </li> </ul>
Exclusions *
<ul style="list-style-type: none"> <li>• Underground Storage Tanks</li> <li>• Landfills</li> </ul> <p>* WVCoRP will place coverage for these excluded exposures through a commercial carrier, if requested.</p>
Deductible
<ul style="list-style-type: none"> <li>• \$25,000 Per Occurrence</li> </ul>



## Law Enforcement Liability

- WCoRP Law Enforcement Liability provides protection from allegations arising from law enforcement operations.

<b>Limit</b>
<ul style="list-style-type: none"> <li>• \$1,000,000 Personal Injury, Property Damage, or Wrongful Act – Per Occurrence</li> </ul>
<b>Coverages</b>
Follows Coverage Contract for Liability Coverage
<b>Additional Coverages</b>
<ul style="list-style-type: none"> <li>• Bodily Injury/Property Damage with respects to Law Enforcement operations</li> <li>• Personal Injury Liability</li> <li>• Broad Form Property Damage Liability</li> <li>• Limited Worldwide Liability</li> <li>• Owned Watercraft under 51 feet</li> <li>• Volunteers included as covered persons (volunteer fire &amp; rescue are excluded)</li> <li>• Contractual Liability for covered contracts</li> </ul>
<b>Deductible</b>
<ul style="list-style-type: none"> <li>• \$15,000 Per Occurrence</li> </ul>

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## Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages

<b>Limits</b>
<ul style="list-style-type: none"> <li>• \$1,000,000 Each Wrongful Act</li> <li>• \$1,000,000 Annual Aggregate</li> </ul>
<b>Policy Form</b>
Occurrence
<b>Coverages</b>
<ul style="list-style-type: none"> <li>• Employment Practices</li> <li>• Sexual Harassment</li> <li>• Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member</li> <li>• Defense cost in addition to coverage limits</li> </ul>
<b>Additional Provisions</b>
<ul style="list-style-type: none"> <li>• Claims handled when filed, not only if a lawsuit is filed</li> </ul>
<b>\$100,000 Defense Limit provided for the following excluded coverages:</b>
<ul style="list-style-type: none"> <li>• Employment Wrongful Acts, when no monetary damages requested</li> <li>• Land Use/Eminent Domain (subject to \$25,000 Deductible)</li> <li>• Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to \$25,000 Deductible)</li> </ul>
<b>\$50,000 Defense Reimbursement Limit provided for the following excluded coverages:</b>
<ul style="list-style-type: none"> <li>• Criminal Acts (subject to a \$10,000 Deductible); see contract language for specific terms and conditions</li> </ul>
<b>Deductible</b>
<ul style="list-style-type: none"> <li>• \$15,000 Per Occurrence</li> <li>• \$25,000 Land Use/Eminent Domain</li> </ul>

**\*Prior Acts Coverage included if prior coverage was written on claims-made basis.\***

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## Automobile Liability and Physical Damage

- WVCORP coverage includes hired and non-owned vehicles
- Automatic coverage for newly acquired vehicles at no additional charge until renewal.
- Excess limits available.

### Basis of Contribution

Number of Vehicles

43

### Liability

#### Limits

- \$1,000,000 Liability Limit For Owned and Hired Autos - Bodily Injury and Property Damage - Each Occurrence
- \$2,000 Medical Payments (Per Person)
- \$1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)
- \$1,000,000 Uninsured Motorist
- \$250,000 Underinsured Motorist
- \$1,000,000 Garage Liability
- \$100,000 Garagekeepers
- No Annual Aggregate

#### Additional Coverages

- Out of State No Fault Coverage provided at the basic minimum limits required by state law
- Newly acquired vehicles covered until renewal at no additional charge
- Unlimited Physical Damage for all owned vehicles; deductible will apply
- Replacement cost coverage can be provided on any vehicle with a replacement cost value in excess of \$50,000
  - Must be reported at 100% of replacement cost value
  - Additional charge will apply

### Physical Damage

#### Deductibles

- \$1,000 Comprehensive (ACV)
- \$1,000 Collision (ACV)
- \$1,000 Hired Car Physical Damage Comprehensive (up to \$50,000)
- \$1,000 Hired Car Physical Damage Collision (up to \$50,000)
- \$1,000 Garagekeepers

### Definitions

- **Replacement Cost (RC):** The Fund will pay the lesser of: (a) the cost of repairing damaged property or replacing damaged or stolen property with the same kind or quality; (b) the cost to replace the damaged or stolen property with comparable new property as of the time of loss; or (c) the Limit of Coverage applicable to the lost, damaged or stolen Covered Auto.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.

Please provide values for all vehicles you wish to have this coverage applied to effective 07/01/2020



### Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

### Limits

- \$250,000 Per Occurrence
- \$25,000 Telephone Toll Fraud

### Coverage Forms

- Employee Theft
- Employee Dishonesty (Faithful Performance Form)
- Loss Inside and Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery Coverage
- Computer Fraud
- Funds Transfer Fraud

### Public Officials Required Bond

Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10, §6-2-10A, and §6-2-11

- \$200,000 per County Commissioner;
- \$50,000 per Circuit Court Clerk;
- Assessor - \$5,000;
- County Clerk - \$50,000;
- Surveyor of Lands - \$3,000;
- Sheriff - the aggregate amount of all state, county, district, school, municipal and other moneys which will probably come into his hands during any one year of his term of office, up to \$250,000;
- Deputy Sheriff - \$100,000

### Deductible

- \$250 Per Occurrence

### Excess Liability

- Excess liability provides additional limits over and above the underlying limits for those coverages for which excess limits are purchased.
- Underlying limits must be exhausted before excess liability is available for losses.

### Limits

- Excess Automobile Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess General Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess Law Enforcement Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess Public Officials Liability
  - \$1,000,000 Limit
  - \$1,000,000 Annual Aggregate

*\*Does not include Non-Owned Automobile Liability, Garage Liability, and Uninsured/Underinsured Motorists Coverage*



## Workers' Compensation

- WVCORP provides the most affordable and responsive Workers' Compensation coverage available
- WVCORP provides leading medical bill review and case management services to ensure cost effective treatment and return to work for injured employees.
- Online claim reporting capability through our WVCORP member website.

### Coverages

Workers' compensation coverage is provided in accordance with and limited to guidelines established by the Offices of the West Virginia Insurance Commissioner and Employers Liability.

### Employers' Liability

Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Per Person)	\$1,000,000
Bodily Injury by Disease (Per Accident)	\$1,000,000

Classification	Group	Code	Payroll	Rate (Per \$100 Payroll)	Contribution
Police Officers & Drivers		7720	\$1,407,749	\$3.31	\$46,596.49
Clerical		8810	\$2,129,496	\$0.17	\$3,620.14
Attorney - All Employees		8820	\$448,042	\$0.11	\$492.85
Animal Control		8831	\$124,733	\$0.97	\$1,209.91
Building Operated by Owner		9015	\$119,130	\$2.85	\$3,395.21
Municipal Employees NOC		9410	\$327,071	\$2.64	\$8,634.67
<b>Total Payroll:</b>			<b>\$4,556,221</b>		

Manual Contribution	\$63,949.27
Experience Modification	1.12
Modified Contribution	\$71,623.18
Scheduled Debit/Credit	\$0.00
Regulatory Surcharge	1.05
<b>Total Estimated Annual Contribution</b>	<b>\$75,204</b>

Workers' Compensation Coverage is available only if Property & Casualty coverage is in place through WVCORP.

The classifications and codes shown are established by the National Council on Compensation Insurance (NCCI) and are the same as those used by insurance companies in West Virginia.

Rates have been filed with the State Corporation Commission and are subject to approval.

Workers' Compensation Coverage Contribution is payable in equal quarterly installments.

Subject to Audit and Annual Adjustment



Preston County Commission

**ATTENTION**  
 Upon review, please sign/return to sbrown@riskprograms.com to ensure prompt processing of documents, including invoice and certificates of coverage.

**2020 - 2021 Coverage Intent Form**

After careful consideration of your proposal, we accept your coverage program subject to the following selections or changes:

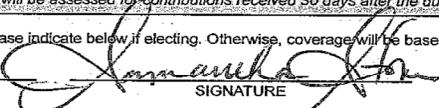
ACCEPTANCE:	
<input type="checkbox"/>	ACCEPT - We accept all coverages as presented in this proposal.
<input type="checkbox"/>	MODIFY - We wish to request the following changes:
<input type="checkbox"/>	REJECT - We do not accept your proposal.

OPTIONAL QUOTES PROVIDED HEREIN:

Accept	Reject	CYBER RISK:
		ELECT optional Increased Limit for Cyber Risk as follows: Total Limit: \$ _____ Additional Contribution: \$ _____

BILLING TERMS	
We wish to select the following billing terms shown below	
Coverages (if applicable):	
Property & Casualty	<input type="checkbox"/> Annual Payment - Due and payable in full within 30 days of receipt <input checked="" type="checkbox"/> Two Equal Installments - Due by July 1st and October 1st
Workers' Compensation	<input type="checkbox"/> Annual Payment - Due and payable in full within 30 days of receipt <input checked="" type="checkbox"/> Quarterly Installments
Any additions or deletions made after the proposal and the initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.	
A late charge of 1% per month (12% per annum) will be assessed for contributions received 30 days after the due date.	

If additional quote options are provided herein, please indicate below if electing. Otherwise, coverage will be based upon current coverage.

Samantha Stone, President  June 2, 2020  
 PRINTED NAME SIGNATURE DATE



**Preston County Commission**

Coverage Term : 7/1/2020 - 7/1/2021

**BUILDINGS AND CONTENTS SCHEDULE**

Replacement Cost or Stated Otherwise

Loc #	Bldg #	Bldg Description	Street Address	City	Bldg Value	Cts Value	Deductible	Builders Risk	Demo / Debris Removal Only	Agreed Value	Actual Cash Value
1	1	Courthouse	101 W Main Street	Kingwood	\$4,887,000.00	\$481,000.00	\$1,000.00				
1	2	Jail	103 W Main Street	Kingwood	\$3,151,000.00	\$142,000.00	\$1,000.00				
1	3	Sheriff's Office	107 W Main Street	Kingwood	\$220,000.00	\$100,000.00	\$1,000.00				
1	4	Civil Defense Garage	112 W Court St	Kingwood	\$66,000.00	\$15,000.00	\$1,000.00				
10	1	Electrical Bldg/Comm Tower	Bruceton Mills	Kingwood	\$15,000.00	\$0.00	\$1,000.00				
11	1	(2) Electrical Buildings	Laurel Mountain	Fellowsville	\$100,000.00	\$0.00	\$1,000.00				
12	1	Electrical Bldg/Comm Tower	911 Center Site	Kingwood	\$15,000.00	\$0.00	\$1,000.00				
13	1	Old Bretz School Property	209 3rd Street	Bretz	\$46,000.00	\$0.00	\$1,000.00				
15	1	Storage Maintenance Building	300 Rich Wolfe Dr	Kingwood	\$60,000.00	\$0.00	\$1,000.00				
2	1	Annex Building	106 W Main Street	Kingwood	\$4,185,000.00	\$360,000.00	\$1,000.00				
2	2	County Meeting Facility	103 North Price	Kingwood	\$459,000.00	\$14,000.00	\$1,000.00				
3	1	Animal Shelter	278 Poor Farm Road	Kingwood	\$242,000.00	\$50,000.00	\$1,000.00				
4	2	Wrestling Room	437 Preston Drive	Kingwood	\$280,000.00	\$11,000.00	\$1,000.00				
5	1	Extension Office	115 W Court Street	Kingwood	\$703,000.00	\$121,000.00	\$1,000.00				
6	1	Drive Thru Bldg.	105 E Main Street	Kingwood	\$25,000.00	\$20,000.00	\$1,000.00				
6	2	McGrew House	111 E Main Street	Kingwood	\$723,000.00	\$109,000.00	\$1,000.00		X		
7	1	Electrical Bldg./Comm. Tower	Scott Kramer Rd.(Greggs Knob)	Kingwood	\$545,000.00	\$0.00	\$1,000.00				
8	1	E911 Center	300 Rich Wolfe Drive	Kingwood	\$1,523,000.00	\$35,000.00	\$1,000.00				
Totals			Count: 18		\$17,245,000.00	\$1,458,000.00					



**Preston County Commission**

Coverage Term : 7/1/2020 - 7/1/2021

**INLAND MARINE SCHEDULE**

Equipment Type	Department	Item Description	Serial Number	Value	Deductible	
Animal Mortality		Dawson - German Shepherd		\$9,000.00	\$0.00	
Animal Mortality		Sampson - Belgian Malinois		\$12,000.00	\$0.00	
Animal Mortality		Grif - German Shepherd		\$13,250.00	\$0.00	
Animal Mortality		Okan - German Shepherd		\$13,250.00	\$0.00	
Communication Towers		Blanket Equipment (Gregg's Knob)		\$10,000.00	\$1,000.00	
Communication Towers		Blanket Equipment (West Tower)		\$30,000.00	\$1,000.00	
Communication Towers	911 Center Site	Blanket Equipment		\$100,000.00	\$1,000.00	
Communication Towers	Bruceton Mills	Blanket Bldg/Equipment		\$50,000.00	\$1,000.00	
Communication Towers	Caddell Tower	Blanket Equipment		\$69,500.00	\$1,000.00	
Communication Towers	Laurel Mountain	Blanket Equipment		\$201,500.00	\$1,000.00	
Electronic Data Hardware		Blanket Hardware/Software		\$900,000.00	\$1,000.00	
Generators		100KW Onan generator		\$50,000.00	\$1,000.00	
Generators	911/OEM	(2) 100 KW ONAN		\$84,000.00	\$1,000.00	
Generators	OEM	(3) Honda EB-500		\$10,000.00	\$1,000.00	
Generators	OEM	CPG Portable Diesel Generator		\$32,112.00	\$1,000.00	
Miscellaneous Equipment		35 Portable radios and 2 Mobile radios		\$48,000.00	\$1,000.00	
Miscellaneous Equipment		Craig Civic Center Transfer Switch for Generator		\$5,000.00	\$1,000.00	
Miscellaneous Equipment		Blanket Video Equipment		\$50,000.00	\$1,000.00	
Miscellaneous Equipment	E-911	E911 Equipment		\$1,000,000.00	\$1,000.00	
Miscellaneous Equipment	Kingwood Elem School	Transfer Switch	3901	\$5,000.00	\$1,000.00	
Miscellaneous Equipment	OEM	Storage Container	0043.0	\$5,000.00	\$1,000.00	
Miscellaneous Equipment	Sheriff	DJI Enterprise Mavic Drone		\$4,000.00	\$1,000.00	
Miscellaneous Equipment	Sheriff's Dept	Blanket Forensics Equipment		\$70,000.00	\$1,000.00	
Mobile Equipment		Polaris Side by Side ATV	5748	\$10,000.00	\$1,000.00	
Mobile Equipment		Blanket Mobile Equipment		\$65,000.00	\$1,000.00	
Mobile Equipment	Sheriff	2012 Polaris	9350	\$5,250.00	\$1,000.00	
Mobile Equipment	Sheriff	2012 Polaris	9660	\$5,250.00	\$1,000.00	
Radios & Equipment		AM Radio System		\$20,000.00	\$1,000.00	
Radios & Equipment		(2) Mobile HAR System	SW3045 & 3047	\$40,000.00	\$1,000.00	
Trailers		2020 Bri-Mar Trailer	0592	\$5,500.00	\$1,000.00	
Trailers		2006 Carry On Generator Trailer	0011	\$300.00	\$1,000.00	
Trailers		Top Rail Antenna Trailer	4474	\$1,000.00	\$1,000.00	
Trailers		Small Red Hazmat Trailer and Contents	1912	\$10,000.00	\$1,000.00	
Trailers		Hazmat Trailer and Contents	1172	\$85,000.00	\$1,000.00	
Trailers	911	30' Morgan Trailer/RV & Communication Equip		\$55,000.00	\$1,000.00	
Trailers	Commission	Cargo Trailer		\$2,000.00	\$1,000.00	
Trailers	County	CARR TL	7766	\$1,820.00	\$1,000.00	
Trailers	County	Wells Fargo 16' Rehab Trailer	5946	\$45,000.00	\$1,000.00	
Trailers	OEM	Misc Eqpmnt Rehab Trailer		\$45,000.00	\$1,000.00	
Trailers	Preston Co 911 Center	Trailer Kit for Pet evacuation	D6018	\$24,000.00	\$1,000.00	
Trailers	Sheriff	TopBrand Utility	0917	\$800.00	\$1,000.00	
Trailers	Sheriff	2006 Cargo Trailer	1497	\$5,000.00	\$1,000.00	
Trailers	Sheriff's Dept	2011 Polaris Trailer	4462	\$2,000.00	\$1,000.00	
Voting Machines		Blanket Voting Machines		\$775,000.00	\$1,000.00	
Totals				Count: 44	\$3,974,532.00	



**Preston County Commission**

Coverage Term : 7/1/2020 - 7/1/2021

**BUSINESS AUTO SCHEDULE**

Vehicle #	Dept	Year	Make	Model	Vin	Repl. Cost Value	Comp Ded	Coll Ded
	OEM	2012	Dodge	RAM	9013	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2012	Dodge	RAM	9014	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Toyota	CW	5880	\$0.00	\$1,000.00	\$1,000.00
	Animal Shelter	2019	Nissan	NV200	2148	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2019	Ford	Police Interceptor	2107	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2019	Ford	Police Interceptor	2105	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2019	Ford	Police Interceptor	2106	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2019	Ford	Police Interceptor	2108	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2019	Ford	Police Interceptor	2945	\$0.00	\$1,000.00	\$1,000.00
	Assessment	2015	Jeep	Grand Cherokee	1642	\$0.00	\$1,000.00	\$1,000.00
	Assessment	2015	Jeep	Grand Cherokee	8437	\$0.00	\$1,000.00	\$1,000.00
	County	2009	GMC	Pick Up	0980	\$0.00	\$1,000.00	\$1,000.00
	County	2013	GMC	Pick Up	3210	\$0.00	\$1,000.00	\$1,000.00
	OEM	2013	GMC	Sierra 2500	0615	\$0.00	\$1,000.00	\$1,000.00
	Litter Control	2016	GMC	Sierra	4623	\$0.00	\$1,000.00	\$1,000.00
	OEM	2017	GMC	Yukon	9071	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2004	Ford	EC	4540	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Ford	Explorer	2833	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Ford	Explorer	4241	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Ford	Explorer	4242	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Ford	Interceptor	7631	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	UT	8668	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	UT	8669	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2015	Ford	UT	7518	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2015	Ford	UT	7519	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2015	GMC	Sierra	1469	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	1755	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	7133	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	7134	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	7135	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	7136	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Escape	5472	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	6904	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	6905	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	6906	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Police Interceptor	7591	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Expedition	2496	\$0.00	\$1,000.00	\$1,000.00
22hft9	Sheriff	2017	Ford	Police Interceptor	0524	\$0.00	\$1,000.00	\$1,000.00
22hntp	Sheriff	2017	Ford	Police Interceptor	0623	\$0.00	\$1,000.00	\$1,000.00
22hntQ	Sheriff	2017	Ford	Police Interceptor	0622	\$0.00	\$1,000.00	\$1,000.00
An Shitr	County	2015	GMC	CW	8827	\$0.00	\$1,000.00	\$1,000.00
p. cor	Sheriff	2009	Ford	Econoline	9940	\$0.00	\$1,000.00	\$1,000.00
Totals						Count: 43	\$0.00	\$1,000.00

C. Approve Service Agreement Cintas 2020-2021 fiscal year

Commissioner Price moved to approve and authorize the President to sign the Cintas Service Agreement for the 2020-2021 fiscal year. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried. (See attached.)



STANDARD RENTAL SERVICE AGREEMENT

Location No. 0531 Agreement No. 210061524 Customer No. 11773564 Date \_\_\_\_\_

Customer PRESTON CNTY COMM-MAINT. Phone 3043291805  
 Address 101 W MAIN ST City KINGWOOD State WV Zip 26537 UNIFORM  
 PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X935	COMFORT SHIRT - Rental		ANY	0.270

FACILITY SERVICES PRODUCTS PRICING:

Material #	Description	Rental Freq.	Inventory	Unit Price
X10184	3X5 ACTIVE SCRAPER - Rental	04	ANY	10.000
X10189	3X5 XTRAC MAT ONYX - Rental	04	ANY	10.520
X10192	4X6 XTRAC MAT ONYX - Rental	04	ANY	13.900
X10202	3X10 XTRAC MAT ONYX - Rental	04	ANY	18.760

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- COD Terms \$ N/A per week charge for delayed payment (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Material N/A % of Inventory N/A \$ N/A EA.
- Make-Up charge \$ 1.950 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.200 per garment
- Artwork Charge for Logo Mat \$ N/A
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Service Charge: \$ \_\_\_\_\_ per delivery.  
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- Uniform Advantage \$ \_\_\_\_\_ per garment. Premium Advantage \$ \_\_\_\_\_ per garment.  
Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage \$ 0.050 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation..
- Prep Advantage \$ 0.04 per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other NOTE: Agreement dated July 1<sup>st</sup> 2020 to June 30<sup>th</sup> 2022

Customer certifies that  it is  is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. \_\_\_\_\_  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Accepted-GM: \_\_\_\_\_

CUSTOMER:  
 Please Sign Name [Signature]  
 Please Print Name Samantha Stone  
 Please Print Title President  
 E-mail kjmace@prestoncountywv.gov



## STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
10. **Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

D. Approve Service Agreement Bri-Ton Heating Cooling 2020-2021 fiscal year

Commissioner Smith moved to approve and authorize the President to sign the service agreement with Bri-Ton Heating/Cooling for the 2020-2021 fiscal year.

Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried. (See attached.)

PO Box 785  
Reedsville, WV 26547



Telephone (304) 864-1400  
www.bri-tonwv.com  
WV #048018

Customer: Preston County Assessors Office  
Address: 106 W. Main Street  
City, State, Zip: Kingwood WV 26537  
Phone: 304-329-1805

Job Name Preston County Assessors Office  
Location: \_\_\_\_\_  
Alt. Phone: \_\_\_\_\_

**EQUIPMENT & ACCESSORIES COVERED**

Make/Type	Model #	Serial #	Price
Comfortmaker 2.5 ton heat pump	N4H430GKG101	E154014576	75.00
Comfortmaker 2.5 ton air handler	FEM4X3000BL	A152369029	75.00
Comfortmaker 7.5 ton heat pump	CHS091HAA0100A	C153994585	75.00
Comfortmaker 7.5 ton fan coil	FHS091MAAA0A0A	U153416502	75.00
Filter kit media 24x30	EBAC01FKM		

\*\*additional charge for filters if not listed in this agreement

SUBTOTAL: \$300.00

TAX: \_\_\_\_\_  
TOTAL: \$300.00

Spring: 2021 Fall: 2020

Cooling (Spring Visit)

1. Check motors
  2. Check fan belts
  3. Inspect and/or clean filters
  4. Check evaporator air temperatures
  5. Check wiring & connections
  6. Check refrigerant charge
  7. Check operating pressures
  8. Check voltage and AMP draw
  9. Clean condensate line
  10. Check performance of system
  11. Check contactor points
  12. Check pressure switches
  13. Clean condenser coil
  14. Check temperature differential
  15. Clean thermostat
- \*\*Evaporator cleaning is extra

Heating (Fall Visit)

1. Check motors
  2. Adjust controls (if needed)
  3. Adjust combustion air to burners
  4. Check fan belts
  5. Inspect and/or clean filters
  6. Check air temperature rise
  7. Check wiring & connections
  8. Clean burners
  9. Clean & adjust pilot assembly
  10. Check for gas leaks in furnace
  11. Check heat exchanger for cracks
  12. Check performance of system
  13. Check heat strips
  14. Check heat pump in heating mode
  15. Check thermostat
- \*\*Heat exchanger cleaning is extra\*\*

ALLOWED  
AND PAYMENT AUTHORIZED  
JUN 02 2021  
*[Signature]*  
PRESIDENT OF  
COUNTY COMMISSIONERS

E. Approve IT Mindshare contract 2020-2021 fiscal year

Commissioner Smith moved to approve and authorize the President to sign the IT Mindshare contract for the 2020-2021 fiscal year. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried. (See attached.)



## **IT Services Proposal for Preston County**

### **IT Services FY 2020-2021 v2**

**Client POC: Samantha Stone**

106 W Main St. #202

Kingwood, WV 26537

304-329-1805, / [kjmace@prestoncountywv.gov](mailto:kjmace@prestoncountywv.gov)

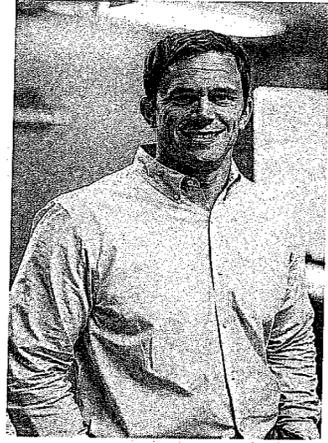
This **IT services proposal** contains all details relevant to scope of work, pricing,  
and terms as requested by Preston County

Prepared by: [Jeremy@itmindshare.com](mailto:Jeremy@itmindshare.com) - IT Mindshare, LLC

# Preston County

Dear Samantha,

This IT services proposal addresses the request for continued IT services for the Preston County Commission. The services outlined in this document will provide labor for management, senior technical and augmentation to the current IT staff. The hours will tracked by IT Mindshare and notifications will be generated for thresholds of 80% of monthly utilization. The hours are for the given month and do not roll over to the next month, however, IT Mindshare has always been mindful to make sure that we are flexible and can utilize hours across months for projects, emergencies and abnormally high IT labor usage.



The services that are outlined in this document include: Centralized Anti-Virus, Monthly Patch Management of device operating system and applications, Website Content Filtering and off-site data backups.

Please review the information and let me know if you have any questions. If you are prepared to move forward, please sign the document and we will setup a kickoff call to start the implementation process.

Thank you!  
*Jeremy Harris, CEO*  
IT Mindshare

## Executive Summary

### **Labor:**

IT Mindshare will continue forward with providing services for Preston County Commission as it currently does. The services will include augmentation of the current staff, senior IT expertise for escalation of events and projects as well as management and planning services. The contract is setup for a 12-month term with a monthly allotment of hours. While any unused hours do not roll over, IT Mindshare is flexible and mindful of large projects or emergencies that require extra labor and will work to spread the cost out over multiple months if needed. The monthly usage will be tracked by IT Mindshare and upon 80% utilization, IT Mindshare will notify Preston County of the current status.

### **IT Services:**

IT Mindshare will continue to provide managed services to Preston County. We have recently repackaged our managed services to simplify our offering and reduce the price to our clients. The below flyer explains our services in more detail. At this time, Preston County is utilizing our IT Essentials and Data Backup services.

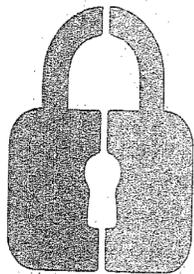
# Are you in charge of your organization's security program?



## MONTHLY MANAGED IT & SECURITY SERVICES

Included	 IT Essentials	Security Essentials	IT & Security Bundle	Active Security Defense / SOC
Antivirus	✓	-	✓	-
Content Filtering	✓	-	✓	-
Patch Management	✓	-	✓	-
Simulated Phishing	-	✓	✓	-
Dark Web Breach Assessment	-	✓	✓	-
Security Awareness Training	-	✓	✓	-
Written Security Policies	-	✓	✓	-
External Vulnerability Scan	-	✓	✓	-
Application Control & Whitelisting	-	✓	✓	-
Storage Control	-	✓	✓	-
Active Attack Monitoring	-	-	-	✓
Active Human Review	-	-	-	✓
Active Autonomous Isolation	-	-	-	✓
Active Attack Notifications	-	-	-	✓
Monthly Price	\$10/Endpoint	\$11/Endpoint	\$20/Endpoint	\$14/Endpoint

## ADDITIONAL SECURITY SERVICES



- E-mail Encryption and Security: Stay protected against today's most advanced threats
- Encrypted Data Backups: Cloud-based data storage
- Privileged Access Management: Easily secure and manage administrative privileges
- Incident Response Management: Managed response to a cybersecurity/ransomware event
- Vulnerability Management: External & internal vulnerability scanning
- Security Risk Assessment: Identification of security gaps with recommendations
- HIPAA Compliance Services: HIPAA compliance programs to maintain compliance
- IT Support & Consulting: From help desk to IT design and strategy

Antivirus	Provides businesses protection against malware, viruses, and other threats
Content Filtering	Restrict access to harmful or inappropriate websites based on category
Patch Management	Automatically deploy security patches for operating systems and third-party applications to reduce vulnerabilities
Simulated Phishing	Train your employees to defend against phishing attacks through real-world simulation
Dark Web Breach Assessment	Determine if employee account credentials have been stolen and are being sold on the Dark Web
Security Awareness Training	Focuses on the human element of security and provides employees with continuous training and education necessary to identify cyber threats
Written Security Policies	<b>Comprehensive written security policies and procedures</b>
External Vulnerability Scan	Identify potential security weaknesses on your network perimeter
Application Control & Whitelisting	<b>Control and only allow trusted applications in your organization</b>
Storage Control	Prevent misuse of company data on local drives, external storage, and network shares
Active Attack Monitoring	<b>We record, detect, investigate, and act on confirmed threats</b>
Active Human Review	Confirmed threats receive expert investigation in a Security Operations Center (SOC) – 24x7x365
Active Autonomous Isolation	<b>Infected endpoints are automatically remediated and isolated from the network to mitigate risk</b>
Active Attack Notifications	The right people are notified as quickly as possible



**PROTECT YOUR BUSINESS FROM CYBER THREATS**

# IT Services Pricing

Name	Price	QTY	Disc.	Subtotal
<b>Labor</b>				
IT Labor IT staff augmentation, senior technical support and management on a monthly basis. Scheduled and as-needed.	\$100.00	32	0%	\$3,200.00
<b>Current IT Managed Services</b>				
IT Essentials Service (per server): Includes anti-virus, workstation patching, content filtering and remote access for devices.	\$20.00	11	20%	\$176.00
Data Backup to Cloud (Currently 7 TB) Securely backup onsite data to the Acronis cloud. Includes up to 1TB of total storage capacity.	\$100.00	7	0%	\$700.00
<b>Optional Managed Services</b>				
<input type="checkbox"/> IT Essentials Service (per device) Includes anti-virus, workstation patching, content filtering and remote access for devices.	\$10.00	150	10%	\$1,350.00
<input type="checkbox"/> Auto Elevate Permissions/Controls Manage admin privileges by locking down workstations to the least required access and then allowing administrators to quickly and easily approve or deny requests. This reduces the risk of unwanted activity executing on the network and reduces inefficiencies of IT staff having to manually approve requests in person.	\$1.75	150	10%	\$236.25
<input type="checkbox"/> Threat Locker / Whitelisting Application whitelisting allows the ability to create a list of applications that can execute on the network and therefore block all other applications. Storage control allows the ability to restrict USB (and other) drives and monitor all file downloads to local media.	\$5.00	150	10%	\$675.00
Subtotal				<b>\$4,076.00</b>
<b>Total</b>				<b>\$4,076.00</b>

## Likely Questions

- What's Different From Last Year?**
  - We did NOT raise the labor rate from the previous year.
  - Our IT Essentials for Servers is slightly higher, but does add in the ability to do content filtering to the AV, patching and remote management.
- Why Do I need IT Essentials on Workstations?**
  - Ensure that all devices are receiving security patches for the OS and applications without having to manually check each one (time saver)
  - Ensure all devices are receiving anti-virus updates without having to manually check (time saver)
  - Ability to remotely login to each workstation from a single dashboard (time saver)
- Why Do I need Auto-Elevate?**
  - We can reduce the privileges that each user has on their workstation which minimizes the threat of that workstation being compromised and then causing unwanted consequences. This tool allows IT to restrict permissions and then efficiently grant access to applications as needed.
- Why Do I Need Threatlocker?**
  - We can create a whitelist of "known good" applications and block all other applications from running on the network. This dramatically reduces the likelihood of an unwanted attack executing on the network. The storage component of this can restrict USB drives to an approved list and also monitor what files are downloaded to local devices.
- Why Do I Need This Security Stuff?**
  - Think of the spend on security the same as the spend on insurance except that in this case, we are actually implementing measures to reduce the risks that can completely shut down an organization.





## GENERAL TERMS AND CONDITIONS

Ver 2.0 - 05/21/2019

This Agreement is part of a contract between IT Mindshare LLC and Preston County Commission

Client  
Date: July 1, 2020-June 30, 2021

1. Charges for any services, application software, operating software, software support services, equipment and equipment maintenance services, which are provided by IT Mindshare to Client which are not listed in the contract shall be mutually agreed to by the parties and shall be in addition to the charges listed in the contract.
2. Client will be invoiced and will pay for all freight charges and all forms, supplies and consumables provided by IT Mindshare.
3. There shall be added to all charges, and invoiced to Client amounts equal to all applicable taxes, exclusive of taxes based on IT Mindshare's net income, which Client agrees to pay.
4. Client agrees to pay each invoice in full within 15 days after the date of the invoice from IT Mindshare. If Client fails to pay any amounts due under this agreement, Client shall, upon demand, pay interest on the unpaid balance at the rate of 5% per month, but in no event more than the highest interest rate allowed by law on such delinquent amounts from the due date until the date of payment.
5. Client shall treat as confidential and will not disclose or otherwise make available any of the IT Mindshare products and services or any trade secrets, processes, proprietary data, information or documentation related thereto to any person other than its employees and agents based on what they need to know.
6. Upon termination of this contract, client shall return to IT Mindshare any and all copies of IT Mindshare products and confidential information which are in Clients possession.
7. Maintenance services do not include: electrical work external to the equipment, maintenance of accessory and attachments or other devices not covered by this agreement; consumables; repair of any equipment for damages caused by non IT Mindshare representatives.
8. IT Mindshare's obligation to Client for breach of its obligations shall be to use reasonable efforts to correct any services or products which are not in compliance with this agreement, and/or to repair or replace at IT Mindshare's opinion any defective item of equipment furnished by IT Mindshare.
9. IT Mindshare shall not have any liability under this agreement for any money damages resulting from claims made by Client or any third party for any and all causes, including but not limited to consequential damages.
10. IT Mindshare shall not be liable or deemed to be default for any delay or failure to perform under this agreement for interruption to the services or business of the Client resulting directly or indirectly beyond IT Mindshare's reasonable control.
11. IN NO EVENT WILL IT MINDSHARE BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CLIENT MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT AND THE EXHIBITS HERETO, EVEN IF IT MINDSHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
12. **Cyber-Security:** The Client has been notified by IT Mindshare, and this Agreement shall serve as a notice, that at NO TIME will IT Mindshare guarantee that the Client will be 100% protected from a cyber security or similar attack, internal or external, regardless of the security and compliance measures in place. At no fault of IT Mindshare and regardless of the security and compliance measures in place, the Client is aware that they may become infected, attacked, breached or otherwise compromised by a cyber or similar technology attack on their network and system infrastructure. The



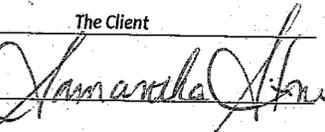
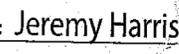
result could be as severe as a full data breach to include all electronic Personal Health Information (ePHI) being compromised and all internal systems rendered useless with an indefinite amount of system and business downtime. The cost to remedy an infection, attack, breach or similar compromise can be substantial and may not be covered by business insurance.

a. **Legal and Financial Liability Release.** The Client hereby **WAIVES** all legal and/or financial liability of IT Mindshare in any claims pertaining to infection, attacks, breaches or any other compromise by a cyber or similar technology attack on the Client's network or system infrastructure to include, but not limited to HIPAA fines, other government agency fines, lawsuits from the Client's clients, lawsuits from other parties, legal and court fees, technology and security fees to repair damages and restore the Client's business to proper working order. The aforesaid waiver shall survive any termination of any agreement between the parties no matter the reason. Should IT Mindshare be requested by the Client to repair damages and restore systems to proper working order, IT Mindshare shall bill the Client for the services rendered at their current published or other agreed upon rates with the Client. IT Mindshare does **NOT MAKE ANY WARRANTY** to the Client preventing any such aforementioned attack and as such, does not provide complimentary repair or remediation services.

- 13. The laws of the State of West Virginia shall govern this agreement.
- 14. The Circuit Court of Monongalia County, West Virginia shall be the exclusive situs for any litigation between the parties hereto.
- 15. Should Client fail to pay when due any monies due under this agreement, or default in any of its other obligations under this agreement, IT Mindshare, at its option may upon written notice thereof, terminate this agreement and/or any or all of the exhibits hereto; declare all amounts due and to be become due under this agreement immediately due and payable; Client agrees to reimburse IT Mindshare for any and all reasonable expenses IT Mindshare may incur including attorney fees in taking any action as a result of Client's breach.
- 16. Client specifically acknowledges and agrees that if Client terminates this agreement prior to the expiration hereof IT Mindshare shall be entitled to recover an agreed upon SEVENTY PERCENT (70%) of the remaining contract payments as liquidated damages; which the parties have mutually determined to be fair and reasonable in light of the anticipated harm to be caused by such breach, the difficulties of proof of loss and the unavailability of an adequate remedy.
- 17. Client acknowledges that it has not been induced to enter into this agreement by any representation or warranty not set forth in this agreement. This Agreement and its Exhibits contain the entire agreement of the parties with respect to their subject matter and supersedes all existing agreements and all other oral, written, or other communications between them concerning the subject matter.
- 18. This Agreement and its Exhibits shall not be modified in any way except by writing signed by both parties.
- 19. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity legality or enforceability remainder of this Agreement shall not in any way be affected or impaired thereby.
- 20. Client agrees to "customer signoff" at any major milestone and/or project completion, as designated by IT Mindshare.
- 21. In the event client is unsatisfied with products or services provided by IT Mindshare pursuant to this agreement, Client agrees to first give IT Mindshare a written instrument setting forth its complaints in detail and allowing IT Mindshare not less than ten (10) business days to correct any shortcoming, default or deficiency before Client declares a breach in this agreement.



Signatures of Acceptance

<u>The Client</u>	<u>IT Mindshare, LLC</u>
Signature: 	Signature:  <small>Digitally signed by Jeremy Harris DN: cn=Jeremy Harris, o=IT Mindshare, LLC, ou, email=jeremy@itmindshare.com, c=US Date: 2020.08.11 14:11:14 -0400</small>
Name: <u>Samantha Stone</u>	Name: <u>Jeremy Harris</u>
Title: <u>President</u>	Title: <u>CEO</u>
Date: <u>June 2, 2020</u>	Date: <u>03/11/2020</u>

Commissioner Price moved to approve and authorize the President to sign the IamResponding Contract for the new fiscal year. Commissioner Smith seconded the

motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried. (See attached.)



**AMENDMENT No. 4 to SUBSCRIPTION AGREEMENT**

***NOTE: Longer subscriptions are cheaper and protect against price increases by locking in your rate. If you would like to discuss a longer term, please let us know!***

**FULL SUBSCRIBER NAME:** Preston County Commission/911 Center  
(The name of the entity that is subscribing, hereinafter "Subscriber")

Your most recent subscription to IamResponding expires (or expired) on Preston County (WV). This Amendment extends your most recent IamResponding agreement, on all of the same terms and conditions that you agreed to in your prior agreement (those are expressly adopted and incorporated herein), other than the length, cost and scope (number of entities covered) of the agreement, which will now be as set forth below:

1. Term. The Term of the Subscription Agreement is hereby extended through and including **June 30, 2021**.
2. Subscription Fees.
  - a. Base Subscription Fee: Subscriber shall pay to ESMC the further sum of **\$11,590**, due by on or before July 1, 2020.
  - b. Telephone Call Charges: Subscriber shall pay to ESMC the total sum of **\$160**, due by on or before July 1, 2020.
3. Scope of Subscription. The base subscription fee provides subscription services for Ninbeteen (19) entities. *Thirteen (13) respond to more than 100 Incidents/year. Six (6) repond to less than 100 Incidents/year.* The agencies are as follows:

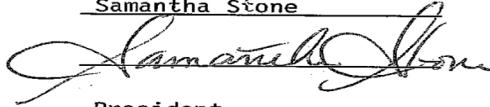
Department Names
ALBRIGHT VFD
AURORA VFD
Bruceton Ambulance
BRUCETON-BRANDONVILLE VFD
Fellowsville Fire Department
KAMP Ambulance
KINGWOOD FIRE DEPT
Masontown Fire Department
Mountaineer Ambulance
Mt. Grove Fire Department
Newburg Volunteer Fire Department
Reedsville Fire Department
Rowlesburg Ambulance
Rowlesburg Fire Department
Terra Alta Ambulance
Terra Alta Fire Department

Please return by facsimile to: (315) 314-7748  
Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093  
Page 1 of 2

Tunnelton Ambulance
TUNNELTON VFD
Union Ambulance

4. **Warranty of Authority.** Subscriber warrants that the individual signing this Agreement possesses authority and consents necessary to enter into this Agreement on behalf of Subscriber.

**Preston County (WV)**

By: **Printed Name:** Samantha Stone  
**Authorized Signature:**   
**Official Title of Person Signing:** President  
**Date:** June 2, 2020  
**Billing Information:**  
**Address:** 300 Rich Wolfe Drive  
**City:** Kingwood  
**Province/State:** West Virginia  
**Postal/Zip Code:** 26537  
**Contact Name:** Duane Hamilton  
**Email Address:** duane@preston911.com  
**Phone Number:** 304.329.1855

Emergency Services Marketing Corp., Inc.

By: Daniel R. Seidberg, President Date: \_\_\_\_\_

Please return by facsimile to: (315) 314-7748  
 Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093  
 Page 2 of 2

Initially Preston County reported to IAR that your Nineteen (19) agencies consisted of: Seven (7) agencies that responded to More than 100 calls/year, and Twelve (12) agencies that responded to Less than 100 calls/year, which was likely true in July 2016. We routinely evaluate agency call volumes to be sure that we are billing all of our subscribers fairly and accurately.

Our pricing has always been based solely on agency call volume, use and services are otherwise unlimited.

Agencies Less than 100/year = \$300/year  
 Agencies More than 100/year - \$800/year

As a group, we do provide a 5% discount for your 1-Year renewal.  
 (The base subscription fee does lower and the percentage discount does increase with multi-year agreements. I can provide a cost savings analysis if you wish.)

Kendra confirmed that the 2019 Call Volume numbers in the grid below are accurate to within 5-10 incidents. Only Three (3) of the Nineteen (19) agencies are Less than 100. I decided to loosen the threshold for your renewal and also included Aurora VFD, Albright VFD and Newburg VFD at the lower cost. The other 13 agencies are well above 100 calls/year.

This renewal, Amendment 4 has Thirteen (13) agencies with More than 100/year, and Six (6) agencies with Less than 100/year.

Agency Name	2019 Call Volume
Mt. Grove Fire Department	64
Fellowsville Fire Department	93
Rowlesburg Fire Department	96
AURORA VFD	117
ALBRIGHT VFD	118
Newburg Volunteer Fire Department	134
Reedsville Fire Department	259
KINGWOOD FIRE DEPT	303
BRUCETON-BRANDONVILLE VFD	404
Union Ambulance	413
Masontown Fire Department	436
Mountaineer Ambulance	456
Rowlesburg Ambulance	481
Terra Alta Fire Department	507
TUNNELTON VFD	515
Tunnelton Ambulance	563
Bruceston Ambulance	1262
Terra Alta Ambulance	1413
KAMP Ambulance	4106

F. Meetings scheduled for month of June

All budget revisions have to be in by June 12th, 2020 including the P-Card information on July 10<sup>th</sup> and all bills for this current fiscal year must be in by July 17<sup>th</sup>.

**Meeting Schedule for June**

- June 2, 2020 (Tuesday) – 5:30 p.m.
- June 9, 2020 – meeting cancelled due to the 2020 Primary Election
- June 15, 2020 (Monday) – 9:00 a.m.
- June 15, 2020 (Monday) – 1:00 p.m. Canvass 2020 Primary Election
- June 23, 2020 (Tuesday) - 9:00 a.m. etings open back up to public
- June 30, 2020 (Tuesday) – 9:00 a.m.

G. Election Update

Early voting continues thru Saturday, June 6, 2020 at the Kingwood Plaza. The hours are 8:30-4:30 thru the week and 9:00-5:00 on Saturday.

The clerk stated that the flow has been steady and the voters seem to like the new voting machines.

Election day ,Tuesday, June 9<sup>th</sup> 2020, the polls open at 6:30 a.m. and close at 7:30 p.m.

Election night for election results, due to the limited space and social distancing, the procedure will be live streamed on Facebook to show transparency until the final results are posted. This will take place in the County Clerk's office with no audio and no phone calls.

All results will be posted at the County Commissions website at [www.prestoncountywv.gov](http://www.prestoncountywv.gov). As the results are posted on the website they will also be posted to the front doors and the cumulative results will be posted on the back door.

H. Budget Revisions

Budget revisions were presented by Kathy Mace for the County Commission.

Commissioner Smith moved to approve the budget revisions as presented by Kathy Mace to pay the jail bill, the IT contract and to set up the budget for the COVID-19 funds that came from the governor's contingency fund. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried. (See attached.)



**MEMORANDUM  
Preston County Commission**

Date: June 2, 2020  
 To: Bookkeeper  
 From: Kathy Mace *Kathy Mace*  
 County Administrator  
 Subject: Budget Revision

DECREASE	001-699-999 (Contingencies)	\$97,119
INCREASE	001-704-230 (Regional Jail)	\$95,000
INCREASE	001-428-230 (IT Contract Service)	\$2,119
INCREASE	206-323-000 (Gov. Contingencies COVID-19)	\$100,000
INCREASE	206-443-341 (Materials & Supplies)	\$60,000
INCREASE	206-443-459 (Equipment)	\$40,000

*Samuel Stone*  
 PRESIDENT OF  
 COUNTY COMMISSION

**RESOLUTION**

At a Regular Session of the County Commission, held on June 2, 2020 the following order was made and entered.

**SUBJECT:** The revision of the Levy Estimate (Budget) for the County of Preston. The following resolution was offered.

**RESOLVED:** That subject to approval of the State Auditor as ex officio chief inspector of public offices, the County Commission does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number<sup>27</sup> of the General County Fund, a copy of which is entered as part of this record.

The adoption of the forgoing resolution having been moved by Commissioner Smith and duly seconded by Commissioner Price, the vote thereon was as follows:

Commissioner	<i>David Price</i>	Yes	No
Commissioner	<i>Samuel Stone</i>	Yes	No
Commissioner	<i>[Signature]</i>	Yes	No

**WHEREUPON,** President Stone declared said resolution duly adopted, and it is therefore **ADJUDGED and ORDERED** that said resolution be, and the same is, hereby adopted as so stated above, and the County Clerk is authorized to fix her signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.



- June 19, 2020 – holiday

**Personnel Matters-Consideration and/or action**  
**Legal Matters-Consideration and/or action**

**Information**

- A. Minutes – May 12, 2020
- B. Miscellaneous Correspondence

**Commissioners Comments**

Commissioner Stone received a call from Clark Nicklow with a comment on the condition of Fox Road, the section that goes to Rt. 50, of the Aurora Pike. He asked that the commission continue the pressure to get the rest of the Aurora Pike paved. Mr. Nicklow said he does not remember a time when that section of the Aurora Pike has been so smooth.

She thanked Craig Barlow for bringing a fire truck from the Tunnelton Fire Department to show the commission how they sanitize the equipment after they make their runs to keep the firemen as safe as possible.

She thanked Kathy Mace, County Administrator, for going above and beyond in implementing plans to get the buildings opened and in trying to keep the employees safe. She appreciates the time she gives to the county and the amount of work she puts forth.

She also thanked the County Clerk’s office for all the work they have done trying to go on with business as usual and all the extra work they having been doing to prepare for the 2020 Primary Election.

At 6:35 p.m., there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

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*Commissioner*

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*Commissioner*

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*Commissioner*

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06/02/2020

