

A G E N D A
PRESTON COUNTY COMMISSION
SEPTEMBER 12, 2023
9:30 A.M.

Call to order by President and Pledge of Allegiance.
Roll call of Commissioners.
Recognition of Public.
Review of Bills.

Assessor's Office - Nothing at this time
Tax Correction List-
Apportionments -

Recognition of Scheduled Appointments –

9:31 a.m. Cheat River Daughters of the American Revolution - Proclamation
9:35 a.m. Duane Hamilton, OEM/E911 – Bid Opening for vehicle and Bd Revision
9:40 a.m. Justin Wolfe, OEM/E911 – Motorola Contract

Approval of Minutes – August 22 and 29, 2023

Estate Settlements List – August 30, 2023 thru August 30, 2023
ESTATE NAME: JACOB ROBERT RIDENOUR

Proceedings in Vacation/Clerk's Fiduciary Report – August 31, 2023 through September 6, 2023

Fiduciary Commissioner Report – None.

Old Business – Consideration and/or action

New Business – Consideration and/or action

Facility Manager's Report – Consideration and/or action
A. Update Panhandle/Sheriff's Building

County Administrator's Report – Consideration and/or action
A. Kingwood Water Works ARPA funding Change of Scope Request
B. WVEMD NFS Request PSD #4 for the Five Generator Project
C. PSD #1 Expansion-Update
D. Budget Revision
E. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action
A. Executive Session

Legal Matters- Consideration and/or action

Information -
A. Miscellaneous Correspondence

Commissioners' Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:30 a.m., September 12, 2023 in the County Commission Meeting room.

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

Commissioner Stone then declared the following Commissioners present: Don Smith, Hunter Thomas and Samantha Stone.

Recognition of Public

Also, present was Administrator Nathan Raybeck and Assessor Connie Ervin.

The following persons registered their attendance during the meeting:

Jennifer Graham – DP

Steve Santilli – WV News

Nichole Larew
Deanna Lively
Amy DeBerry
Duane Hamilton-OEM/911
Roy Watkins

Joe Larue
Robbie Baylor
Owen Evans
Justin R. Wolfe-OEM/911

No one registered their attendance prior to the meeting to address the Commission:

Review of Bills

Commissioner Thomas made a motion to pay the bills that have been properly presented and reviewed. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Assessor's Office – Nothing at this time

Tax Correction List –

Apportionments –

Recognition of Scheduled Appointments –

9:31 a.m. Cheat River Daughters of the American Revolution - Proclamation
Nothing presented at today's meeting.

9:35 a.m. Duane Hamilton, OEM/E911 – Bid Opening for vehicle and Budget Revision

Commissioner Smith made a motion to accept the bid from Whiteside of St. Clairsville, Inc., Ohio in the amount of \$54,659.00 per vehicle for a 2024 Chevrolet Tahoe Cruiser. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried. (See attached.)



Whiteside of St. Clairsville, Inc.
50714 National Road E
St. Clairsville, Oh 43950
Tel: (740) 695-0211 • Fax: (740) 699-2473
www.whitesides.com

BID RESPONSE

Prepared for

PRESTON COUNTY COMMISSION

DUE 09/12/2023

PREPARED 09/11/2023

NEW 2024 CHEVROLET TAHOE 4WD PPV per enclosed specification.

Further including:

WV state inspection

T plate

MSO presented at delivery for client to obtain WV title and plate

Upgrade fleet powertrain and roadside assistance to 100k miles

Delivery to Kingwood, WV and facilitate transportation to and from BearCom or other local upfitter

Pick up and return for any service work during ownership of vehicle(s)

Terms 0% net 30 days from delivery to Kingwood or upfitter

Estimated delivery 8 months from order date; subject to GM production schedules

Bidder did attend mandatory pre bid meeting

BID PRICE \$54659.00 PER VEHICLE

Respectfully submitted,


Brian G. McCulley
Fleet and Commercial Mgr
enclosures



Whiteside of St Clairsville Inc

Brian McCulley | 740-699-2421 | fleet@whitesides.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>
 Basic Years: 3
 Basic Miles/km: 36,000
 Drivetrain Years: 5
 Drivetrain Miles/km: 60,000
 Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
 Corrosion Years (Rust-Through): 6
 Corrosion Years: 3
 Corrosion Miles/km (Rust-Through): 100,000
 Corrosion Miles/km: 36,000
 Roadside Assistance Years: 5
 Roadside Assistance Miles/km: 60,000
 Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
 Maintenance Note: 1 Year/1 Visit

Commissioner Thomas moved to approve the budget revisions as they have been presented by Duane Hamilton. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried. (See attached.)

PRESTON COUNTY



PRESTON COUNTY

E-911 Communication Center

300 Rich Wolfe Dr.
 Kingwood, WV 26537
 Phone: 1-304-329-1855
 Fax: 1-304-329-2530

Director: Duane Hamilton

Deputy Director: Justin Wolfe

September 12, 2023

To: Preston County Commission
 106 W Main St, Suite 202
 Kingwood, WV 26537

Re: BUDGET REVISION

Increase: 001-382-005 \$3,713.00

Increase: 001-717-217-05 \$3,713.00

APPROVED AND PAYMENT AUTHORIZED

JUSTIN WOLFE
 PRESIDENT OF COUNTY COMMISSION

Reason: Insurance to repair 2017 GMC
 Yukon

Thank You,

Duane Hamilton

PRESTON COUNTY



PRESTON COUNTY

E-911 Communication Center

300 Rich Wolfe Dr.
Kingwood, WV 26537
Phone: 1-304-329-1855
Fax: 1-304-329-2530

Director: Duane Hamilton

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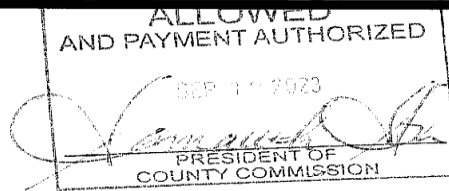
September 12, 2023

To: Preston County Commission
106 W Main St, Suite 202
Kingwood, WV 26537

Re: BUDGET REVISION

Increase: 001-382-005 \$5,790.00

Increase: 001-717-217-05 \$5,790.00



Reason: Insurance to repair PCSO 7

Thank You,

Duane Hamilton

RESOLUTION

At a regular session of the county commission, held (Month, day and year) September 12, 2023 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 7, of the General County Fund, a copy of which is entered as part of this record.

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

	<input checked="" type="radio"/> Yes or No
	<input checked="" type="radio"/> Yes or No
	<input checked="" type="radio"/> Yes or 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 his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

9:40 a.m. Justin Wolfe, OEM/E911 – Motorola Contract

Commissioner Smith made a motion to approve and authorize the President to sign the Motorola Contract for the preventative maintenance plan. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas, and Stone voting yes. Motion carried. (See attached).

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Motorola Solutions, Inc.
500 W. Monroe Street, Ste 4400
Chicago, IL 60661-3781

~~June 1, 2023~~ August 4, 2023 - Adds Verint SUA SOW language
August 21, 2023 Updates contract for SIRN services only and Verint SUA; added E911 to name

PRESTON COUNTY OFFICE OF EMERGENCY MANAGEMENT /E911
300 Rich Wolfe Drive
Kingwood, WV 26537

Motorola is pleased to provide the following multi-year contract to Preston County for Maintenance and Lifecycle Services, consistent with the WV SIRN policy for Direct Connect Dispatch Console 911 centers to protect, maintain and preserve your investment in public safety services and equipment.

This quotation is valid until September 30, 2023, and is subject to the enclosed Maintenance Support and Lifecycle Management Purchase Agreement ("MSLMPA"). To accept this quote, Preston County may sign the MSLMPA by an authorized signatory. (See Table of Contents - page 3 for where your signature is required.)

Per the WV SIRN Policy, the following services are required for direct-connect Dispatch Centers to the WV SIRN system. These services are coordinated and aligned with the WV SIRN timetables (for term 9/1/2023 - 8/31/2029).

1. Remote Technical Support Service
2. Managed Detection and Response For ASTRO Systems (MDR) (new Network Security Monitoring)
3. Security Update Services (SUS)
4. Remote Delivery of SUS (RSUS)
5. SUAIL

Verint SUA Services are also included, as requested. Inclusion of a Verint Addendum to the SUA requires all Logger equipment to be in working order for any upgrades to be performed (since no Verint Maintenance services are included herein).


No additional optional maintenance services (Onsite Infrastructure Response with Dispatch and System Preventative Maintenance) have been included in this contract. Also, the previously quoted Onsite Services for ECW have been removed. Please contact me if you would like pricing for these services and/or T&M pricing.

Motorola would be pleased to address any concerns you might have. Signature on this multi-year agreement will set up annual invoices, based on the schedule within. Contracts must be signed and sent back by 9/15/2023 to ensure continuation of SIRN-required services and lock in multi-year pricing.

Please feel free to contact me with any questions.

Sincerely yours,

MOTOROLA SOLUTIONS, INC.


Cheryl J. Elliott
Sr. Customer Support Manager, West Virginia
443-684-1101

PS. See the WV SIEC Motorola Direct Connect Consoles Policy at
<https://sirn.wv.gov/governance/Documents/Motorola%20Direct%20Connect%20Consoles.pdf>

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PRESTON COUNTY, WV

MAY 15, 2023

MOTOROLA MAINTENANCE/ LIFECYCLE SERVICES



MOTOROLA MAINTENANCE/ LIFECYCLE SERVICES Multi-year Agreement Contract

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SERVICES OFFERINGS for Preston County OEM/E911

The following services are required for direct-connect dispatch sites to the WV SIRN System. They are coordinated and aligned with the WV SIRN timetables.

Remote Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in-house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

Please note that Motorola Tech Support is via PHONE ONLY if no additional support services are purchased.

Network Security Monitoring (Service until no later than December 31, 2024)

Motorola Solutions, Inc.'s ("Motorola") Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO system log monitoring.

Motorola's ASTRO Security Monitoring is a complete solution that reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

Security elements such as anti-virus, firewalls, and Intrusion Detection Systems (IDS) are a good first step, but they are not enough to secure your network. Radio network operators must take additional steps to reduce vulnerabilities to potential attack and protect critical radio network infrastructure. Motorola's ASTRO 25 Security Monitoring is a complete solution that reduces the risk of network availability being impacted by a security threat. Specialized security analysts provide uninterrupted monitoring of the radio network security elements utilizing advanced correlation and visualization tools to detect, characterize, and respond to events that are specifically applicable to government and public safety radio networks. Our security analysts have direct and immediate access to Motorola engineers for rapid resolution. This level of service ensures the operational impact that security events may cause to your network are minimized or eliminated.

As of December 2024, Network Security Monitoring will no longer be available and will be replaced by Managed Detection & Response (MDR). When the system Core is enabled for MDR, your dispatch center will be also transitioned to this new service.

Managed Detection and Response For ASTRO Systems (MDR) (NEW service on or before January 1, 2025)

Managed Detection and Response - Experienced, highly trained and certified security professionals staffed 24/7 at Motorola Solutions' Security Operations Center (SOC) are dedicated to monitoring the secure state of mission-critical systems. Using automation and analytics, our ActiveEye security platform can pinpoint substantiated threats and reduce false positives and omissions. A combination of Log Collection/Analytics and Network Intrusion Detection technology constantly monitors for signs of malicious traffic inside the customer's network. From this, actionable tickets can be assigned, investigated and resolved.

Managed Detection and Response coverage includes both the Radio Network Infrastructure (RNI) and the Customer Enterprise Network (CEN). Motorola Solutions MDR service is also capable of monitoring a wide variety of non-MSI, industry-standard IT infrastructure in the CEN through a rich catalog of service connectors. Managed Detection and Response includes co-managed access to our ActiveEye platform, ensuring that customers have 24/7 visibility and can see what our SOC analysts see. *(This contract covers RNI only. See CSM for more information/pricing for customer CEN coverage.)*

Vulnerability Detection - *OPTIONAL SERVICE COMING IN Q3 2022!* Managed Vulnerability Assessments identify weaknesses in systems before they are exploited. Expert cyber analysts in the Motorola Solutions SOC monitor recurring automated vulnerability scans to identify system weaknesses that need remediation to protect customer systems from cyber threats like ransomware, data breaches and loss of availability. Managed Vulnerability Assessment coverage includes RNIs and the CEN. *(See CSM for pricing.)*

All Motorola Solutions MDR services include access to our ActiveEye security platform, ensuring customers have 24/7 visibility into the security status of their systems.

Security Update Services (SUS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. Motorola Solutions, Inc. (Motorola)'s Security Update Service (SUS) assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab. We also provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

Remote Delivery of SUS (RSUS) (Requires purchase of SUS)

Motorola's dedicated staff remotely installs the required security updates and operating system patches onto your radio network. Vulnerabilities from third party software are addressed as soon as the validation of recommended patches is completed. Motorola will also provide reports outlining updates made for your team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform our customers which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

System Upgrade Agreement II (SUAII)

As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

Please note: If the customer chooses not to subscribe to SUS services, all equipment to be included in an upgrade must be up to date with the latest patch versions and antivirus prior to the upgrade lockdown date. If they are not, Motorola will apply the necessary patches at an additional cost to the customer.

Verint SUA Addendum can only be purchased as part of the SIRN system SUA II.

Inclusion of a Verint Addendum to the SUA requires all Logger equipment to be in working order for any upgrades to be performed (since no Verint Maintenance services are included herein).

As system releases become available, Motorola Solutions agrees to update the software, with associated implementation services and hardware, as applicable, for the Customer's Verint IP Logger. Motorola Solutions will execute up to one upgrade in each eligible update window over the term of this agreement, to coincide with the cadence of the ASTRO 25 System Upgrade Agreement.

NOTE: *If a Verint SUA is not purchased, then the customer will be invoiced prior to each core upgrade at market cost of the particular software/hardware upgrade requirements.*

Recommended but optional Lifecycle and Maintenance Services:

Optional Services (**Onsite Infrastructure Response with Dispatch and System Preventative Maintenance**) are recommended to ensure full system support. Pricing for these services and/or T&M pricing is available upon request.

Maintenance Support and Lifecycle Management Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and Preston Co Office of Emerg.Mgmt/E911 ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Maintenance support and Lifecycle Management services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Statements of Work ("SOW")
Exhibit B-1	Lifecycle Management Statement of Work
Exhibit B-2	Maintenance Services Statement of Work
Exhibit C	Payment Schedule
Exhibit D	Equipment List, if applicable

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"Non-Motorola Software" means Software that another party owns.

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"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

"Services" means those installation, maintenance, SUA, MUA, NUA support, training, and other services described in this Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program (which may include MUA or NUA services).

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B-1 and B-2.

4.2. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement is six (6) years, commencing on September 1, 2023.

4.3. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.4. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.5. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software

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source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable)

4.6. **INTRINSICALLY SAFE EQUIPMENT.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.9. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.10. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 289,096.55. Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 7.3.1, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3.1. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Preston County Office of Emergency Management c/o Justin Wolfe
Address: 300 Rich Wolfe Drive, Kingwood, WV 26537
Phone: 304-329-1855

E-INVOICE. To receive invoices via email:
Customer Account Number: 1036490481
Customer Accounts Payable Email: jwolfe@preston911.com
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: Preston County Office of Emergency Management/E911
Address: 300 Rich Wolfe Drive, Kingwood, WV 26537

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: same as above
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

7.4 **INFLATION ADJUSTMENT.** For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

7.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT AND TERMINATION

9.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

9.3 If the Customer terminates this Agreement before the end of the **6-year** Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed **3** years. This is not a penalty, but a reconciliation of the price structure.

9.4. Lifecycle Management upgrade payment requirement. The Lifecycle Management service annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

Section 10 EXCLUSIVE TERMS AND CONDITIONS

10.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

10.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these

precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by West Virginia Law and this Agreement.

11.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to

or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1. GOVERNING LAW. This Agreement is governed by the laws of the State of West Virginia.

15.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to

the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of West Virginia. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope

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of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Motorola Law Dept
Legal, Government Affairs & Corporate Communications
500 W Monroe, 43rd Floor
Chicago, IL 60661

Customer
Attn: Justin Wolfe
Preston County Office of Emerg. Mgmt.
300 Rich Wolfe Drive
Kingwood, WV 26537

16.9. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. **MATERIALS, TOOLS AND EQUIPMENT.** All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.4 (Motorola Software); Section 4.5 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Confidentiality and Proprietary Rights); Section 13 (Limitation of Liability); and Section 15 (Disputes); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: Brian Gebhart

By: Samantha Stone

Name: Brian Gebhart

Name: Samantha Stone

Title: Sr Mgr, Regional Services, Mid-Atlantic

Title: President Preston Co Commission

Date: 06/19/2023

Date: 9/12/2023

Exhibit A
Motorola Software License Agreement

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Preston County Office of Emerg. Mgmt./ E911 ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

- 3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and

conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation;

provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

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Motorola Contract No.

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Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of West Virginia. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Motorola Contract No.

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Exhibit C

PRICING AND ANNUAL PAYMENT SCHEDULE for Preston County OEM/E911:

This contract provides the following services, to correspond with WV SIEC Motorola Direct Connect Consoles Policy (<https://sirn.wv.gov/governance/Documents/Motorola%20Direct%20Connect%20Consoles.pdf>). Pricing is based on a multi-year contract for a six-year term, payable annually based on the following annual schedule.

For Lifecycle Support plan and subscription based services, Motorola will invoice the customer in advance of each year in the plan. No Purchase Order is required - Customer affirms that signature on this contract document is the only notice to proceed required.

Multi-Year Pricing: (Multi-year contract is required)

Contract term Start:	9/1/2023	9/1/2024	9/1/2025	9/1/2026	9/1/2027	9/1/2028
Contract Term End:	8/31/2024	8/31/2025	8/31/2026	8/31/2027	8/31/2028	8/31/2029
SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
WV SIRN Required Services:						
* Technical Support	\$ 686.06	\$ 706.65	\$ 727.85	\$ 749.68	\$ 772.17	\$ 795.34
* Security Monitoring/MDR	\$ 6,120.00	\$ 6,303.60	\$ 6,492.71	\$ 6,687.49	\$ 6,888.11	\$ 7,094.76
* Security Update Service	\$ 8,187.18	\$ 8,432.79	\$ 8,685.78	\$ 8,946.35	\$ 9,214.74	\$ 9,491.18
* RSUS	\$ 1,512.13	\$ 1,557.49	\$ 1,604.22	\$ 1,652.35	\$ 1,701.92	\$ 1,752.97
* SUA II Lifecycle	\$ 16,574.73	\$ 16,613.53	\$ 16,653.48	\$ 16,694.64	\$ 16,737.03	\$ 16,780.68
ANNUAL TOTALS FOR SIRN REQUIRED	\$ 33,080.10	\$ 33,614.06	\$ 34,164.04	\$ 34,730.51	\$ 35,313.97	\$ 35,914.93
* Verint SUA II (logger)	\$ 12,880.77	\$ 13,202.79	\$ 13,532.86	\$ 13,871.16	\$ 14,217.96	\$ 14,573.40
ANNUAL TOTALS FOR LOGGER	\$ 12,880.77	\$ 13,202.79	\$ 13,532.86	\$ 13,871.16	\$ 14,217.96	\$ 14,573.40
Recommended but optional Services:	<i>Pricing for Onsite Response or Annual PM and/or T&M pricing available upon request.</i>					
TOTAL PACKAGE - Annual Pricing	\$ 45,960.87	\$ 46,816.85	\$ 47,696.90	\$ 48,601.67	\$ 49,531.93	\$ 50,488.33
TOTAL CONTRACT VALUE - TO BE INVOICED ANNUALLY PER SCHEDULE						\$ 289,096.55

Multi-year Contract equipment covered includes 1 dispatch site; 6 MCC7500 OPs; 1 AIS; 1 Firewall; 7 CCGWs; and 1 Verint logger (SUA only)

SUAII entitles Preston County up to one system network upgrade in each eligible upgrade window, if and when a system release is available, per Section 1.2 of the SUAII SOW. All upgrades will correspond with scheduled upgrades for the WV SIRN System.

Approval of Minutes – August 22 and 29, 2023

Commissioner Thomas made a motion to approve the minutes of August 22, 2023 and August 29, 2023. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Estate Settlements – August 30, 2023 thru August 30, 2023

Commissioner Thomas 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 08/30/2023 thru 08/30/2023 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 12, 2023.

ESTATE NUMBER: 3638
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: August 30, 2023
ESTATE NAME: JACOB ROBERT RIDENOUR
ADMINISTRATRIX: JOCELYN K. RIDENOUR

Subscribed and sworn to before me on 09/06/2023.

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/Probate

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

Proceedings in Vacation – August 31, 2023 thru September 6, 2023

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 31, 2023 thru September 6, 2023 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

Estates from Thursday, August 31, 2023, through Wednesday, September 6, 2023

The County Commission of Preston County this 12th day of September, 2023, 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 31, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **NEIL A. REED**, deceased was referred to **OLIVIA DEVALL**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

On, Friday, September 1, 2023, 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, **KEVIN D. FIKE** was appointed and qualified as ADMINISTRATOR of the estate of **KENNETH L. FIKE**, deceased. Bond was 15,000.00.

The last will and testament of **JOHN W. JONES**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record and a Small Estate Affidavit Testate was filed.

SHIRLEY SNIDER JONES was named SUCCESSOR thereof, qualified as such. No bond was required.

On, Tuesday, September 5, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **JESSIE FEDOROW, AKA JESSIE M. MYERS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record on September 19, 2023. The witness depositions were unintentionally neglected at time of recording and have now been admitted to record.

MARY K. TEETS, who was named in the last will and testament of **JESSIE FEDOROW, AKA JESSIE M. MYERS**, deceased, remains as EXECUTRIX thereof.

The Small Estate Testate Affidavit of **MARVIN P. BISHOP**, deceased, was AMENDED as further assets were located. **JAMES M. BISHOP** remains as SUCCESSOR thereof.

A duly exemplified copy of the last will and testament of **AMANDA W. WELCH**, deceased, a late resident of ASHLAND CO., OHIO, was admitted to record and an Affidavit for Ancillary Administration of WV Real Estate Without Appointment Testate was filed.

KORIN WELCH was named Affiant thereof.

Subscribed and sworn to before me on 09/06/2023.

Linda Huggins
Clerk of the Preston County Commission

By

Tammy Johnson
Deputy Clerk/Probate

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

Fiduciary Commissioner Report – None

Old Business- Consideration and/or action

New Business – Consideration and/or action

Facility Manager’s Report – Consideration and/or action

A. Update Panhandle/Sheriff’s Building

- Moved the construction and electrical crews to the basement.
- The remaining plumbing will be finished by the maintenance crew. Estimated to save the county \$23K.
- Agreed to place Blue Star Memorial sign and Price Street Tavern sign on the corner of Price and Court Street and discussed removing the CVB sign from the courthouse lawn.

At 9:57 a.m., Commissioner Thomas moved to go into Executive Session for personnel matters. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes.

Those in the attendance for the Executive Session: Commissioners Don Smith, Hunter Thomas, Samantha Stone and Administrator Nate Raybeck.

EXECUTIVE SESSION

At 10:07 a.m., Commissioner Thomas moved to come out of Executive Session and reenter open session. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

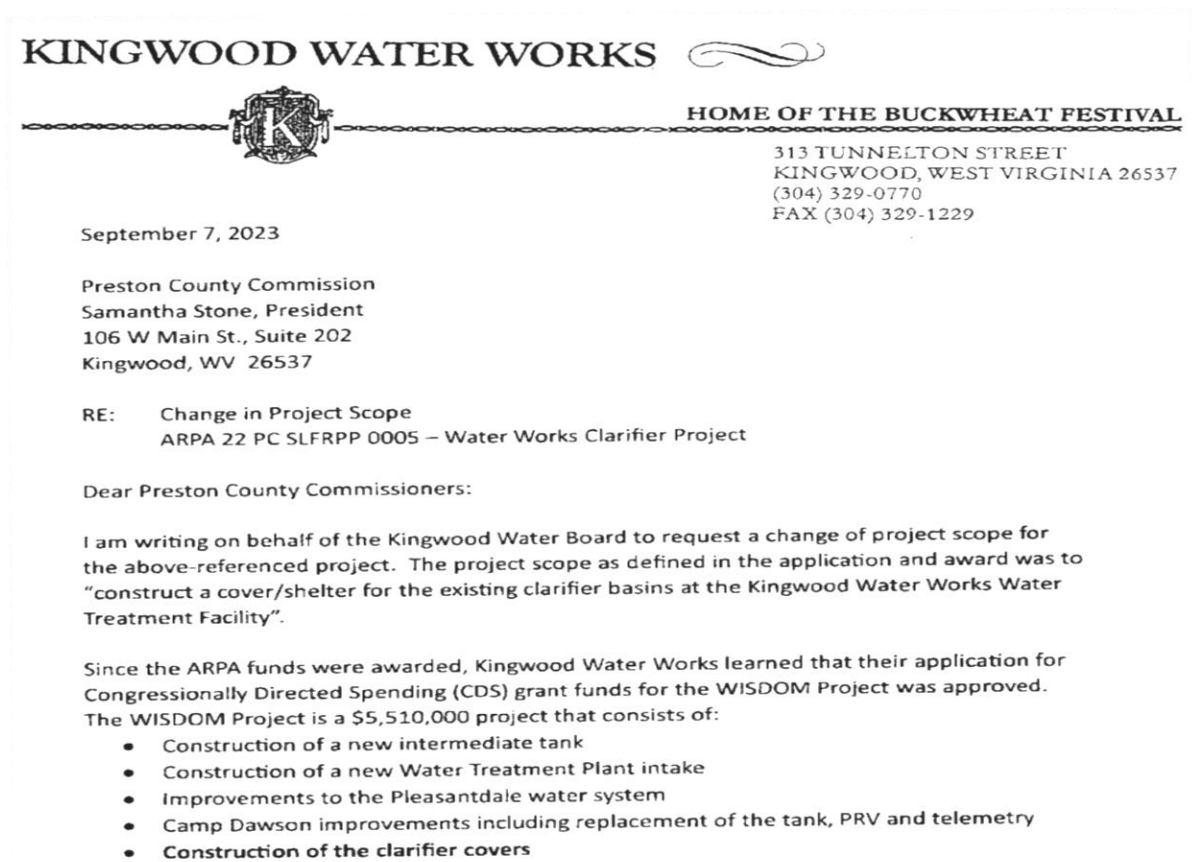
President Stone advised that no action was taken as a result of the Executive Session.

County Administrator’s Report-Consideration and/or action

President Stone recognized Nate Raybeck with the County Administrator’s Report.

A. Kingwood Water Works ARPA funding Change of Scope Request

Commissioner Thomas moved to approve Kingwood Water Works change of project scope for their water project originally funded with ARPA funds for the Water Works Clarifier Project. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried. (See attached).



This project has been submitted to and approved by the WV Infrastructure & Jobs Development Council (WVIJDC) as required. The funding that has been awarded for the project includes:

- \$4,000,000 CDS Grant
- \$1,000,000 Governor's Matching Grant
- **\$252,000 Preston County Commission ARPA Grant**
- \$258,000 Kingwood Water Works Contribution

In order to move the WISDOM project forward to meet the timelines established by the various funding requirements, including ARPA, Kingwood Water Works would like to request a change

KINGWOOD WATER WORKS



HOME OF THE BUCKWHEAT FESTIVAL

313 TUNNELTON STREET
KINGWOOD, WEST VIRGINIA 26537
(304) 329-0770

FAX (304) 399-0200

of scope to allow the \$252,000 in ARPA funds to be used for soft costs for the WISDOM project. Soft costs, non-construction costs, are necessary to get the project ready for bid and construction. Soft costs could include engineering, legal, accounting, permits, legal ads and land & rights of way. I have attached a copy of the project budget.

This change of scope does not eliminate the original intent for the funds; it just changes the funds from construction to soft costs to allow a larger, funded project to move forward. This project will benefit Preston County residents and businesses just as the original project intended. The ARPA funds will be spent within the timeline established by the Preston County Commission contract and the federal government.

Thank you again for supporting our project.

Sincerely,

Robert DeRiggi, Chairman
Kingwood Water Works

Project No. 0102-20-0019-101

June 8, 2023

PRELIMINARY OPINION OF PROBABLE PROJECT COST

*Kingwood Water Works
Water Advancement Project
Preston County, West Virginia*

WATER INTELLIGENCE & SECURITY DEVELOPMENT FOR OPERATIONAL SUPPORT OF THE MILITARY (WISDOM)		
<i>Construction Total (before contingency):</i>		\$ 4,008,000
Technical Services		
Preliminary Engineering	\$ 133,000	
Design	\$ 177,000	
Planning	\$ 34,000	
Inspection	\$ 353,000	
Special Services	\$ 111,000	
Asset Management	\$ 23,000	
<i>Total Technical Services:</i>		\$ 831,000
Legal and Fiscal		
Local Attorney	\$ 14,000	
PSC Attorney	\$ 18,000	
Interest During Construction	\$ -	
Accountant	\$ 16,000	
Loan Repayment	\$ -	
Land Acquisition and ROWs	\$ 89,000	
<i>Total Legal and Fiscal:</i>		\$ 137,000
Administrative & General		
Project Administrator	\$ 18,000	
Permits and Fees	\$ 5,000	
Legal Ads	\$ 1,500	
<i>Total Administrative and General:</i>		\$ 24,500
Contingency		
Construction Contingency (10%)		\$ 400,800
Project Contingency (2%)		\$ 108,026
<i>Total Contingency:</i>		\$ 508,826
TOTAL PROJECT COST:		\$ 5,509,326
TOTAL PROJECT COST (SAY):		\$ 5,510,000

B. WVEMD NFS Request PSD#4 for the Five Generator Project

Commissioner Thomas moved to approve the Non-Federal Share Request Worksheet from Emergency Management Division of West Virginia and authorize the President of the Preston County Commission to sign. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried. (See attached.)



**Hazard Mitigation Project
Non-Federal Share Request Worksheet**

A. Applicant Information

Applicant Organization: Preston County Commission
 Contact: Nathan Raybeck Title: County Administrator
 Address: 106 W. Main St., Suite 202, Kingwood, WV 26537
 Phone: 304-329-1805 Email: nraybeck@prestoncountywv.gov

B. Project Information:

Project Name: Preston County PSD #4 Five Generator Project (FEMA-4359-DR-WV-0003)
 County: Preston City/Town: Bruceton Mills
 Number of Residents Impacted: 4,997 residents + 3,731 inmates (USP Hazelton) = 8,728 people served by PSD #4 (approx.)
 Total Cost of Project: Original Total Cost: \$307,020.00 (Approved) / Revised Total Cost: \$575,792.00 (Pending Approval)
 Federal Share of Project: Original Federal Share: \$230,265.00 (Approved) / Revised Federal Share: \$431,844.00 (Pending Approval)
 Non-Federal Share provided by locality: \$50,000.00 (Preston County PSD No. 4)
 Non-Federal Share requested from State: Original Non-Federal Share: \$76,755.00
Revised Non-Federal Share: \$93,948.00

Note: Refer to Attachments C and D for Non-Federal Funding Agreement as well as binding commitment and approval to fund the revised Non-Federal Share.

Please provide a brief description of the proposed project. Attach additional pages if necessary.

The project consists of the installation of permanent stand alone emergency diesel generators at five critical pump stations within the Preston County PSD No. 4 water system.

If you are unable to provide the entirety of the non-federal share, please provide detailed support as to why you are unable to. Attach additional pages if necessary.

Preston County has utilized all available ARPA funds for other project commitments. Preston County PSD No. 4 has committed \$50,000.00 to the project.

**Hazard Mitigation Project
Non-Federal Share Request Worksheet**

D. Project Costs:

Please provide a breakdown of project costs. Note: Please see Attachments A and B for the Original and Revised project budgets.

ITEM	AMOUNT	COMMENTS
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL	\$	

E. Project Funding:

Please provide details on additional funding sources obtained for the project.

A letter of commitment from each funding source must be provided with this worksheet.

SOURCE	AMOUNT	STATUS
Preston County PSD No. 4	\$ 50,000.00	Approved - See Attachment E for letter of commitment
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL	\$	

Signature of Authorized Organization
 Representative Verifying Accuracy of Information

Nathan Raybeck
 Sign
Nathan Raybeck
 Print

9/12/2023
 Date

C. PSD#1 Expansion-Update

Public Hearing was yesterday where the Commission approved moving forward with the expansion.

Mr. Raybeck sent all the necessary documents to both of the attorneys as well as the PSC and will follow up with a call later in the afternoon to the PSC.

No one came to the hearing but one issue was clarified prior to this morning's meeting.

D. Budget Revision-

See budget revisions above under 9:35 a.m. recognition of scheduled appointments with Duane Hamilton.

E. Miscellaneous Correspondence

Received an invoice from the Tucker Community Foundation with a fund request for the Run for It event.

Commissioner Thomas moved to approve the Tucker Community Foundation's request for the Run for It event in the amount of \$3,000. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Personnel Matters – Consideration and/or action

A. Executive Session

At 10:16 a.m., Commissioner Thomas made a motion to go into Executive Session for personnel matters. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Those in attendance for the Executive Session were Commissioners Don Smith, Hunter Thomas and Samantha Stone and Administrator Nate Raybeck. Joe Larue entered later.

EXECUTIVE SESSION

At 10:30 a.m., Joe Larue exited the Executive Session.

At 10:40 a.m., Commissioner Thomas made a motion to come out of Executive Session. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

President Stone advised that no action was taken as a result of the Executive Session.

Legal Matters - Consideration and/or action Information

A. Miscellaneous Correspondence

Commissioners' Comment

At 10:49 a.m. there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

---oOo---

09/12/2023

