

**WEST VIRGINIA:**

At a regular meeting of the Raleigh County Commission held on the 5th of January, 2021 in the Commission Courtroom and per conference call thereof:

**CALL TO ORDER**

President Dave Tolliver called the meeting to Order.

-0-

**ROLL CALL**

Present: David Tolliver, President  
Linda K. Epling, Commissioner  
Greg Duckworth, Commissioner  
Carl Roop, County Attorney  
Billy Michael, Assistant County Administrator

-0-

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Meeting was opened with the invocation by Roger Pauley, Pastor of Cranberry Baptist Church, and the recitation of the Pledge of Allegiance.

-0-

**NEW BUSINESS**

**EXONERATIONS**

Commissioner Epling made a motion to approve 1 exoneration, 4 cancellations and 1 refund for personal property; and 2 exonerations, 0 cancellations and 0 letters of correction for real property as presented today. Motion was seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT A)

-0-

**BUDGET REVISIONS**

None

-0-

**NOMINATION OF COUNTY COMMISSION PRESIDENT**

Commissioner Epling moved to nominate Commissioner Dave Tolliver as President of the Raleigh County Commission for the year 2021. Seconded by Commissioner Duckworth and motion approved unanimously.

-0-

**APPROVAL OF RULES AND REGULATIONS GOVERNING PUBLIC MEETING**

A motion was made by Commissioner Epling to approve the rules and regulations to govern public meetings of the Raleigh County Commission. Seconded by Commissioner Duckworth and motion approved unanimously. (SEE EXHIBIT B)

-0-

**APPROVAL OF HOLIDAY SCHEDULE**

A motion was made by Commissioner Epling to approve the following 2021 Holiday Schedule. Seconded by Commissioner Duckworth and motion approved unanimously. (SEE EXHIBIT C)

-0-

**APPROVAL OF PAY PERIOD SCHEDULE**

A motion was made by Commissioner Epling to approve the following 2021 Pay Period Schedule. Seconded by Commissioner Duckworth and motion approved unanimously. (SEE EXHIBIT D)

-0-

**NEW EMPLOYEE COUNTY CLERK – DEPUTY CLERK JALEISA COLEMAN**

Commissioner Epling moved to approve the hiring of JaLeisa Coleman as Deputy Clerk for the Raleigh County Clerk. Seconded by Commissioner Duckworth and motion approved unanimously. (SEE EXHIBIT E)

-0-

**NEW EMPLOYEE COUNTY CLERK – DEPUTY CLERK FOR MISTY COLLINS**

Commissioner Epling moved to approve the hiring of Misty Collins as Deputy Clerk for the Raleigh County Clerk. Seconded by Commissioner Duckworth and motion approved unanimously. (SEE EXHIBIT F)

-0-

**NEW PART TIME EMPLOYEE SHERIFF'S DEPARTMENT – DEBBIE SPICER RECORDS CLERK**

A motion was made by Commissioner Epling to approve the hiring of Debbie Spicer as part-time Records Clerk for the Raleigh County Sheriff. Seconded by Commissioner Duckworth and motion approved unanimously. (SEE EXHIBIT G)

-0-

**SELECTION OF CONTRACTOR FOR NEW SHERIFF'S DEPARTMENT**

A motion was made by Commissioner Epling to award the contract for the construction of the new Sheriff's Department at 308 Ned Payne Drive to Radford and Radford Inc. in the amount of \$9,020,000.00. Seconded by Commissioner Duckworth and motion carried unanimously.

-0-

**APPROVAL OF LEASE PURCHASE FINANCING OF 2019 FREIGHTLINER SD 108 KME 2500 GALLON TANKER FOR THE COAL RIVER VOLUNTEER FIRE DEPARTMENT IN THE AMOUNT OF \$359,000.00**

Commissioner Epling moved to approve Lease Purchase in the amount of \$359,000.00 to finance a 2019 Freightliner SD 108 KME 2500 Gallon Tanker for the Coal River Volunteer Fire Department. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT H)

-0-

**ACCEPTANCE/RENEWAL OF COMPUTER SUPPORT CONTRACT FROM GLOBAL SCIENCE & TECHNOLOGY FOR IT SERVICES. \$2050 MONTHLY; ANNUALLY \$24,600; January 2021-December 2021**

A motion was made by Commissioner Epling to renew the contract with the Raleigh County Commission and Global Science & Technology Inc. for Courthouse network support, administration and consulting. Seconded by Commissioner Duckworth and motion carried. (SEE EXHIBIT I)

-0-

**OLD BUSINESS**

None

-0-

**PUBLIC PARTICIPATION**

None

-0-

**APPROVAL OF MINUTES**

None

-0-

**VACATION ORDERS**

Commissioner Epling moved to approve the Vacation Orders from December 15, 2020 to January 4, 2021, inclusive. Seconded by Commissioner Duckworth and motion carried unanimously. (SEE EXHIBIT J)

-0-

**FINAL ACCOUNTINGS AND WAIVERS OF FINAL SETTLEMENT**

The Objections and Exceptions of the Fiduciary Supervisor (SEE EXHIBIT K) Reclosure of the Estate of Samuel O. Bird II (SEE EXHIBIT L) and Certificates of Completion of Ancillary Administration (SEE EXHIBIT M) were presented to the Commission and approved unanimously.

-0-

**ADJOURNMENT**

A motion was made by Commissioner Epling to adjourn until the next Commission Meeting on January 19, 2021 at 10:00 a.m. Seconded by Commissioner Duckworth and motion carried unanimously.

s/s \_\_\_\_\_  
David Tolliver  
President

-000-



**RALEIGH COUNTY**  
**SCOTT VANMETER, SHERIFF**  
 History Report

From Date 12/11/2020 From Year 2001 Print Date 12/29/2020  
 Thru Date 12/29/2020 Thru Year 2020 Print Time 2:40:11PM  
 Date Type Transaction Tax Type Real Page 1 of 1

Type	Year	Ticket/Suff	Tax Name1/Tax Name2	Date	First Half	Second Half	Transaction Total
R	2020	17164	BARRETT ELIZABETH	2020/12/28	-120.38	-120.38	-240.76
R	2019	17165	BARRETT ELIZABETH	2020/12/29	-120.38	-120.38	-240.76
<b>Total For PENDING EXONERATION</b>							<b>-481.52</b>

*[Signature]*  
 Assessor

*[Signature]*  
 Prosecuting Attorney

*[Signature]*  
 County Commission

At a regular session of the County Commission of Raleigh County, West Virginia, held at the Courthouse of said County, the County Commission did approve these exonerations on 1/5/21



RALEIGH COUNTY

SCOTT VANMETER, SHERIFF

History Report

From Date 12/14/2020 From Year 2019 Print Date 12/28/2020  
Thru Date 12/28/2020 Thru Year 2020 Print Time 11:41:26AM  
Date Type Transaction Tax Type Personal-Supplement Page 1 of 1

Type Year	Ticket/Suff	Tax Name1/Tax Name2	Date	First Half	Second Half	Transaction Total
P	2019 603824	CLICK JAMES D	2020/12/15	-88.15	-88.15	-176.30
P	2019 610460	LLMR LLC	2020/12/15	-109.50	-109.50	-219.00
P	2020 703738	CLICK JAMES D	2020/12/15	-83.11	-83.11	-166.22
P	2020 705551	BECKLEY FLY CLUB	2020/12/15	-555.48	-555.48	-1,110.96
P	2020 710253	LLMR LLC	2020/12/15	-109.50	-109.50	-219.00
P	2020 711876	BURLESON SHERRI D BURLESON ANDREW L	2020/12/21	-298.59	-298.59	-597.18
<b>Total For EXONERATION</b>						
<b>-1,244.33 -1,244.33 -2,488.66</b>						
<b>PENDING EXONERATION</b>						
P	2019 607412	LEGG JORDAN	2020/12/14	-46.74	-46.74	-93.48
P	2020 707277	LEGG JORDAN	2020/12/14	-46.56	-46.56	-93.12
P	2020 709878	DAY CHARLES DAY KRISTEN	2020/12/15	-53.19	-53.19	-106.38
P	2020 711876	BURLESON SHERRI D BURLESON ANDREW L	2020/12/21	-298.59	-298.59	-597.18
S	2019 80012473	STEWART MELANIE R STEWART JOHN	2020/12/21	-148.48	-148.48	-296.96
P	2020 703486	WHEELER BRIAN WHEELER JAMES S	2020/12/28	-126.24	-126.24	-252.48
<b>Total For PENDING EXONERATION</b>						
<b>-719.80 -719.80 -1,439.60</b>						

*[Signature]*  
Assessor

*[Signature]* 12/30/20  
Prosecuting Attorney

*[Signature]*  
County Commission

At a regular session of the County Commission of Raleigh County, West Virginia, held at the Courthouse of said County, the County Commission did approve these exonerations on 1-5-21



# County Commission of Raleigh County

116 ½ North Heber Street  
Beckley, West Virginia 25801-4522



## RALEIGH COUNTY COMMISSION RULES FOR CONDUCTING PUBLIC MEETINGS

### Section 1: General

- 1.1 Scope This rule governs the public meetings of the Raleigh County Commission
- 1.2 Authority West Virginia Code 6-9A-1.7 and 7-1-2  
West Virginia Ethics Commission
- 1.3 Effective Date January 5, 2021

### Section 2: Sessions

- 2.1.1 The Raleigh County Commission shall meet on the 1<sup>st</sup> Tuesday of January each year to set the date, time and place of its regularly scheduled meetings except when the 1<sup>st</sup> Tuesday is a holiday, then the meeting shall be the 2<sup>nd</sup> Tuesday of January. The public and the news are to be notified of each such meeting.
- 2.1.2 In the event that a special meeting is necessary, the public and news media are to be notified at least forty-eight (48) hours prior or two days, excluding Saturdays, Sundays, legal holiday and the day of the meeting. The notice shall include the purpose of the meeting, or a meeting agenda will be included.
- 2.1.3 In the event of an emergency that requires immediate official action, it will not be necessary to notify the public or the news media; however, a notice shall be issued stating the date, time, place and purpose of the meeting and an explanation of the facts and circumstances of the emergency which justify taking immediate action. The notice shall be publicly posted and distributed in the same manner as a regular special meeting.
- 2.1.4 The Raleigh County Commission shall meet in regular session on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. The Raleigh County Commission shall also conduct staff meetings every Tuesday of the month at the designated hour.


### Section 3: Agenda

- 3.1.1 The Raleigh County Commission shall make available to the public and the news media an Agenda at least three (3) days in advance of a meeting.
- 3.1.2 The three (3) day notice period is calculated by excluding the day of the meeting as well as any preceding day that falls on a holiday, Saturday or Sunday.

- 3.1.3 The Agenda shall be posted at the Courthouse on the door of the Office of the County Commission and the County Commission's website ([www.raleighcounty.org](http://www.raleighcounty.org)) at close of business on Wednesday should the meeting be on a Tuesday.
- 3.1.4 The Agenda may be amended up to two (2) days before the meeting. Any amended agenda will be made available to the public and news media in the same manner as the original agenda.
- 3.1.5 Matters that come up after the deadline for issuing an agenda has passed must be held over to the next meeting unless an emergency arises which require immediate official action by the County Commission.
- 3.1.6 Except for emergencies, the County Commission may not take official action on a matter that is not on the meeting agenda. A matter raised in a public comment period that is not on the agenda, may be considered by the County Commission only to determine if it should be placed on the agenda of a subsequent meeting for official action.
- 3.1.7 Each agenda shall contain a period for public comment. Anyone wishing to address the County Commission must register fifteen minutes prior to the time of the scheduled meeting.

#### **Section 4: Conducting Meetings**

- 4.1.1 The meetings of the Raleigh County Commission will be conducted in accordance with the Roberts Rule of Order.

  
David L. Tolliver, President

  
Linda K. Epling

  
Gregory A. Duckworth





# County Commission of Raleigh County



116 1/2 North Heber Street  
Beckley, West Virginia 25801-4522

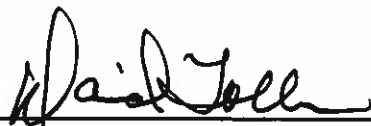
TO: Elected Officials & Department Supervisors  
FROM: County Commission  
SUBJECT: Year 2021 Holidays  
DATE: January 5, 2021

Pursuant to West Virginia Code Section 2-2-1, the offices in the Raleigh County Courthouse, Raleigh County Commission, Judicial Center, Day Report Building, Campbell Building, Building Code, Jones Building and the Spartan Building will be closed on the following days in 2021.

New Year's Day	Friday	January 1
Martin Luther King Day	Monday	January 18
Presidents' Day	Monday	February 15
Memorial Day	Monday	May 31
West Virginia Day (Observed)	Monday	June 21
Independence Day (Observed)	Monday	July 5
Labor Day	Monday	September 6
Columbus Day	Monday	October 11
Veteran's Day	Thursday	November 11
Thanksgiving Day	Thurs & Fri	November 25 & 26
Christmas Day (Observed)	Friday	December 24
New Year's Day (Observed)	Friday	December 31

Please be reminded that holidays are set by state law and the County Commission has no authority to arbitrarily set additional or different holidays.

If you have any questions, feel free to call.

  
David Tolliver, President

  
Linda K. Epling

  
Gregory A. Duckworth

# County Commission of Raleigh County




116 ½ North Heber Street  
Beckley, West Virginia 25801-4522



TO: Elected Officials & Department Supervisors  
FROM: County Commission  
DATE: January 5, 2021  
RE: 2021 Payroll Dates

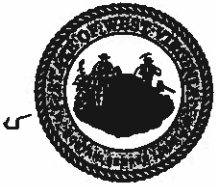
On January 5, 2021, the County Commission approved the following pay schedule for the calendar year 2020.

Friday	January 15	Thursday	July 15
Friday	January 29	Friday	July 30
Friday	February 12	Friday	August 13
Friday	February 26	Tuesday	August 31
Monday	March 15	Wednesday	September 15
Wednesday	March 31	Thursday	September 30
Thursday	April 15	Friday	October 15
Friday	April 30	Friday	October 29
Friday	May 14	Monday	November 15
Friday	May 28	Tuesday	November 30
Tuesday	June 15	Wednesday	December 15
Wednesday	June 30	Friday	December 31

  
David Tolliver, President

  
Linda K Epling

  
Gregory A. Duckworth



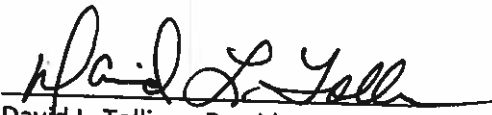
# County Commission of Raleigh County

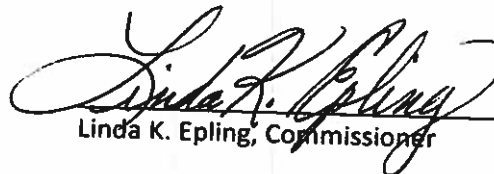
116 ½ North Heber Street  
Beckley, West Virginia 25801-4522

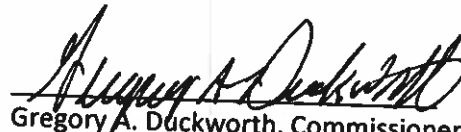


January 5, 2021

At a regular session of the Raleigh County Commission on the 5<sup>th</sup> day of January, 2021, JaLeisa Coleman, was presented to the Commission by Danny Moore, County Clerk, to fill the position as Deputy Clerk for employment by Raleigh County.

  
David L. Tolliver, President

  
Linda K. Epling, Commissioner

  
Gregory A. Duckworth, Commissioner




# County Commission of Raleigh County

116 ½ North Heber Street  
Beckley, West Virginia 25801-4522

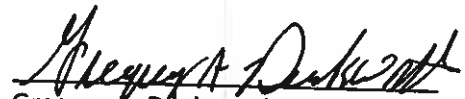


January 5, 2021

At a regular session of the Raleigh County Commission on the 5<sup>th</sup> day of January, 2021, Misty Collins, was presented to the Commission by Danny Moore, County Clerk, to fill the position as Deputy Clerk for employment by Raleigh County.

  
David L. Tolliver, President

  
Linda K. Epling, Commissioner

  
Gregory A. Duckworth, Commissioner



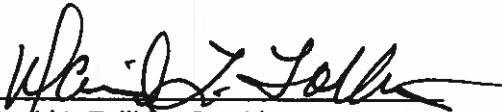
# County Commission of Raleigh County

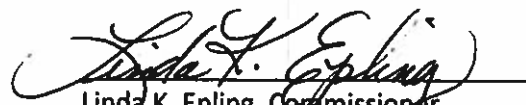
116 ½ North Heber Street  
Beckley, West Virginia 25801-4522

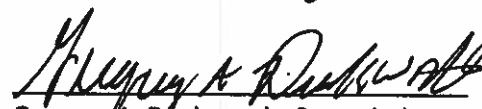


January 5, 2021

At a regular session of the Raleigh County Commission on the 5<sup>th</sup> day of January, 2021, Debbie Spicer, was presented to the Commission by Scott Van Meter, Sheriff, to fill a part time position as Records Clerk within the Sheriff's Office, for employment by Raleigh County.

  
David L. Tolliver, President

  
Linda K. Epling, Commissioner

  
Gregory A. Duckworth, Commissioner

# MATHENY MOTOR TRUCK COMPANY

1375 US RT 52, KENOVA, WV 25530

50 MATHENY LANE, MINERAL WELLS, WV 26150

Phone : 304-972-1477

Salesman: **Mark Reyburn**

**INVOICE#:**

DATE: 12/1/2020

MMTC DEAL NUMBER:

SOLD TO: Coal River Volunteer Fire  
Department and Rescue, Inc.  
186 Saxon Bolt Rd.  
Arnett, WV 25007

LIEN HOLDER

ATTENTION:	ATTENTION:
PHONE:	PHONE:
Fax:	FAX:

Chassis Information: 2019 Freightliner SD 108 KME 2500 Gallon Tanker

QTY	MODEL or PART NO.	SPECIFICATIONS	TOTAL AMOUNT
1	PUMPER	<p><b>2019 Freightliner SD 108 KME Tanker</b>                      VIN: 1FVAG5FE7KHJY3180                      STOCK # KHJY3180</p> <p>PRICE WILL INCLUDE INSTALLATION &amp; ALL STANDARD FEATURES PLUS:</p> <ul style="list-style-type: none"> <li>* Hale DSD 1500 GPM Single Stage Pump</li> <li>* 2500 Gallon Poly Water Tank</li> <li>* Side Mount Pump Module</li> <li>* Cummins L9 450 HP Engine</li> <li>* Allison 3000 EVS Transmission</li> <li>* LED Scene Lights</li> <li>* 210" Long 3/16" Aluminum Body</li> <li>* Amdor Painted Rollup Aluminum Doors</li> <li>* Fender SCBA Air Bottle Storage for (6) Six</li> <li>* Side Access Ground Ladder Storage</li> <li>* Lighted Folding Steps</li> <li>* Meritor 33,500 lbs Rear Axle</li> <li>* Stainless Steel Swivel Newton Dump</li> <li>* HiViz Brow Light</li> <li>* Zico "Quick-lift" Hydraulic Portable Tank Storage</li> </ul> <p>* Federal "Q" to be mounted by Matheny Fire and Emergency</p>	\$359,000.00
		<p><b>TRADE IN VEHICLE INFORMATION:</b></p> <p>VEHICLE YEAR: _____ MAKE: <u>Ford</u> MMTC STK#: _____</p> <p>MODEL: _____ VIN#: _____</p> <p>BODY MAKE &amp; SN#: _____ Reading TRADE VALUE: _____</p> <p>TRADE PAYOFF: <u>\$0.00</u> TRADE EQUITY: _____</p>	

Accepted By: 

Please review this order and Contact MMTC Immediately with any Errors or Changes

MMTC is **NOT RESPONSIBLE** for any typographical errors in TEXT or PRICING

PRICE QUOTE VALID FOR MAXIMUM OF 30 DAYS

& SUBJECT TO PRODUCT AVAILABILITY

PLEASE MAKE ALL **NON-REFUNDABLE** DEPOSIT CHECKS PAYABLE TO:

**MATHENY MOTOR TRUCK COMPANY**

VIRGINIA DEALER #33932, WV DEALER # 4

DISCOUNTED PRICE	\$359,000.00
CHANGE ORDERS	
12% F.E.T.	Exempt
TAGS / TITLE & LICENSING FEE'S	NOT INCLUDED
DEALER BUSINESS LICENSE TAX	
SUB TOTAL	\$359,000.00
Trade/Down Payment	
TOTAL BALANCE DUE	\$359,000.00

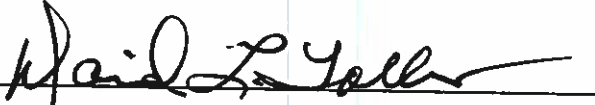
# CERTIFICATE OF APPROVAL

## Approval of Official of Raleigh County

I, David L. Tolliver, the Commissioner, President of Raleigh County, pursuant to the Internal Revenue Code of 1986, as amended (the "Code") hereby approve and authorize the entering into by Coal River Volunteer Fire & Rescue, Inc., of the Volunteer Fire Department Lease and Option Agreement between it as Lessee and Republic First National Corporation as Lessor in an aggregate principal amount not to exceed \$359,000.00 to finance One (1) 2019 KME Freightliner Pumper, located at 186 Saxon Bolt Road.

Execution of this document in no way creates liability on the part of Raleigh County and Raleigh County is not responsible for the repayment of any bonds issued pursuant hereto.

Signature: \_\_\_\_\_



Title: President - Raleigh County Commissioner

Date: December 22, 2020



GLOBAL SCIENCE & TECHNOLOGY, INC.

**RALEIGH COUNTY**

**BASIC ORDERING AGREEMENT (BOA)**

**FOR**

**COURTHOUSE NETWORK SUPPORT,  
ADMINISTRATION  
&  
CONSULTING**

**January 1, 2021**

Prepared By  
Global Science & Technology, Inc.  
WV Division  
2000 Green River Drive, Suite 100  
Fairmont, West Virginia 26554



## COMMERCIAL CONTRACT FOR SERVICES

This Contract entered into by and between the Raleigh County Commission, doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc., WV Division, (hereinafter sometimes referred to as the "Contractor" or "GST") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

WITNESSETH THAT:

Whereas, the Raleigh County Commission desires to utilize the Contractor's Technology, Engineering and Consulting services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Raleigh County Commission and Contractor do mutually agree as follows:

### (1) BASIC TERMS AND CONDITIONS

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). A brief description of anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work and activities taking place during each quarter of the year.

The Contractor shall not proceed with any work under this contract without prior authorization from the Raleigh County Commission.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in the individual task description, also referred to as a Statement Of Work (SOW).

#### 1.1 PERIOD OF PERFORMANCE

Basic Ordering Agreement: January 1, 2021 to December 31, 2021.

#### 1.2 CONTRACT NUMBER

This Contract Number, T017.1.001.RAL, assigned by GST to this project will be submitted on all invoices.

#### 1.3 PAYMENT/INVOICES

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Raleigh County Commission on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to address the indicated below: (Please fill in)

Raleigh County Commission

116-1/2 North Heber Street

Beckley, WV 25801

Attn: County Administrator

Raleigh County Commission Basic Ordering Agreement (BOA) January 1, 2021	Courthouse Network Support Services Contract
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Payment of said invoices shall be contingent upon approval by the Raleigh County Commission. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after receipt of acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for the Raleigh County Commission to be able to determine the reasonableness of the costs and/or prices quoted thereon.

**2.0**

**Scope of Work:**

GST's staff will work in coordination with the Current County Administrator or a representative designated by the County.

GST support personnel will be responsible for the following items:

**Network Electronics & Cabling**

- Network Electronics (Hubs, Switches, Patch Panels, Routers. GST will consult with County IT staff to design and properly install Network Equipment according to Industry or County specified standards. We will also troubleshoot problems and will work with the Raleigh County Technical staff or manufacturer service representative to resolve problems to determine the origin of Network problems. GST will not pay for the replacement of Network Electronics under this contract.
- Cabling – Ensuring proper function. GST will diagnose cabling problems and resolve or work with the cabling contractor to resolve problems. GST will provide consulting and installation services however equipment must be replaced by the County or the vendor if equipment is under warranty.
- LAN (Local Area Network) Connectivity and Performance –GST will determine LAN related problems under this support contract, however, all equipment replacement will be handled by the manufacturer if in warranty or by your county if no warranty exists.
- WAN (Wide Area Network) Connectivity and Performance – GST will troubleshoot your network in conjunction with WVNET, Frontier, and Verizon to diagnose and resolve Wide Area Network problems.

**Remote Administration Services**

Remote administration allows updating of software versions, and allows software/hardware troubleshooting. These tasks can typically be accomplished without traveling to the site. This service provides an efficiency that will mean substantial savings in travel and system downtime.

The Statewide network provides an excellent platform to use Remote Management Software. Remote Management software will allow our technical support personnel to diagnose, and correct problems related to networking equipment.

**Schedule:**

Work will commence upon execution of this contract.

**Payment Terms:**

Payment will be due for each item 30 days after the invoice date. Each month will be

invoiced prior to services rendered according to the pricing schedule below.

Month	Staff Required	Monthly Total
Jan 2021	(2-3) Network Engineers	\$2,050.00
Feb 2021	(2-3) Network Engineers	\$2,050.00
Mar 2021	(2-3) Network Engineers	\$2,050.00
Apr 2021	(2-3) Network Engineers	\$2,050.00
May 2021	(2-3) Network Engineers	\$2,050.00
Jun 2021	(2-3) Network Engineers	\$2,050.00
Jul 2021	(2-3) Network Engineers	\$2,050.00
Aug 2021	(2-3) Network Engineers	\$2,050.00
Sept 2021	(2-3) Network Engineers	\$2,050.00
Oct 2021	(2-3) Network Engineers	\$2,050.00
Nov 2021	(2-3) Network Engineers	\$2,050.00
Dec 2021	(2-3) Network Engineers	\$2,050.00

Pricing for Expenses and Per Diem

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we will not bill for mileage or per diem.

Payment Schedule and Terms

GST's contract for Technical Support services would be for beginning January 1, 2021 and concluding December 31, 2021.

GST will bill on a monthly basis.

Payment Terms will be Net 30.

Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

**(3) STANDARD TERM AND CONDITIONS**

**3.1 Notices**

Raleigh County Commission Basic Ordering Agreement (BOA) January 1, 2021	Courthouse Network Support Services Contract
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Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.

<b>If to Customer:</b> Raleigh County Commission Attn: County Administrator 116-1/2 North Heber Street Beckley, WV 25801	<b>If to Contractor:</b> Global Science & Technology, Inc. WV Division 2000 Green River Drive, Suite 100 Fairmont, WV 26554 Attn: Sandra Stewart
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**3.2 Contacts**

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

**3.3 Proprietary Information and Non Disclosure**

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party
2. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
3. Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
4. Used or disclosed with the prior written approval of the disclosing party
5. Disclosed without restriction to the receiving party from a source other than the disclosing party
6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

### **3.4 Assignments and Contracts**

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

### **3.5 Task Assignments**

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

### **3.6 Limitation of Liability**

Customer's maximum liability shall not exceed the fully executed Contract amount.

#### **3.6.1 Indemnification**

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

#### **3.6.2 Infringement Indemnity**

In the event that any item furnished by Contractor under this order is allegedly the subject of an infringement suit, Contractor may, at its sole cost and expense, modify such items to become non-infringing. In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any US Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.

### **3.7 Intellectual Property Rights and New Technology and Data Rights**

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or

copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

### **3.8 Customer Provided Equipment, Tools, and Materials**

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, purchased or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

### **3.9 Non-Waiver of Rights**

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

### **3.10 Validity**

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

### **3.11 Disputes**

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
3. If the Parties are unable to resolve the dispute through negotiation, then within thirty (30) days after the negotiation period ends, the Parties will refer the issue to The American Arbitration Association for final resolution. The procedures for presentation of each Party's position and the method by which The American Arbitration Association will reach and render a decision will be determined when the matter is referred thereto. If the Parties are unable to agree on such procedures, which The American Arbitration Association shall determine the procedures and methods to be used.

4. Unless the Parties otherwise agree in advance in writing, the decision of The American Arbitration Association will be final and binding on the Parties.

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

### 3.12 Entire Agreement

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

### 3.13 General Relationship

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

### 3.14 Applicable State Law and Compliance

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder.

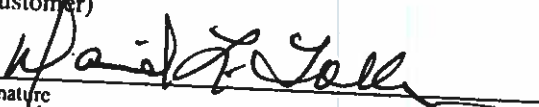
### 3.15 Order of Precedence

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Basic Ordering Agreement (BOA)
2. Statement of Work

In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

**RALEIGH COUNTY COMMISSION**  
(Customer)

  
Signature

David L. Tolliver  
Name (Typed or Printed)

President, Raleigh County Commission  
Title

01/05/2021  
Date

**GLOBAL SCIENCE & TECHNOLOGY, INC.**  
(CONTRACTOR)

Signature

SANDRA K. STEWART  
Name (Typed or Printed)

DIRECTOR OF CONTRACTS  
Title

Title

Date