

# COUNTY COMMISSION OF LEWIS COUNTY

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**COMMISSIONERS:**  
**PATRICK D. BOYLE**  
President  
**AGNES QUEEN**  
Commissioner  
**ROD WYMAN**  
Commissioner

**LEWIS COUNTY COMMISSION  
110 CENTER AVENUE, 2nd FLOOR  
WESTON, WV 26452  
MEETING AGENDA  
MONDAY, JANUARY 9, 2017**

## **SILENT MEDITATION AND PLEDGE OF ALLEGIANCE**

- 1. 10:00 AM Call Meeting to Order** (*action required*)
- 2. 10:05 AM John Breen, Lewis County Assessor**  
**RE: Exonerations, Consolidations, Apportionments**  
Draft copies will be available for review Thursday, January 5, 2017 upon request. (*action required*)

## **APPOINTMENTS**

- 3. NONE**

## **CORRESPONDENCE**

- 4. Upshur County Commission Meeting Agenda:** The Upshur County Commission meeting agenda for January 5, 2017 is presented for review. (*information only*)
- 5. Sheriffs Monthly Vehicle Report for December 2016:** Sheriff's Monthly Vehicle report December, 2016 including mileage and maintenance for the fleet. (*information only*)
- 6. Lewis County Convention and Visitor's Bureau Meeting Minutes and Agenda:** Lewis County Convention and Visitor's Bureau November 1, 2016 Meeting Minutes and Agenda for the January 3, 2017 meeting. (*information only*)

## **BUSINESS**

- 7. Board(s) and Committee(s) Reports:** Reports from Commissioners from any board(s) or Committee(s) meetings attended including: Lewis County Convention and Visitors Bureau. (*information only*)
- 8. Repairs to the Process Server's Vehicle:** The vehicle used by the Lewis County Process Server has a cracked head and a non-functioning water pump. Sheriff Gissy appeared at the January 3, 2017 Lewis County Commission meeting to discuss options for the repair of this vehicle. He presented a quote of \$5,500.00 to replace the engine. The County Commission directed Sheriff Gissy to investigate leasing a vehicle, price for a used vehicle and price for a new vehicle. The Sheriff has obtained these requested quotes. *This item was tabled at the January 3, 2017 meeting. (action required)*

9. **Lewis County Vehicle Maintenance Contract Advertisement:** The Lewis County Commission has bid the maintenance work for the Sheriff's Department and E911/ Office of Emergency Management Vehicles for the past few years. A draft advertisement and service detail is presented for review and consideration of the Commission. *(action required)*
10. **Law Enforcement Overtime Usage Chart:** Sheriff Adam Gissy has prepared an overtime usage chart for Law Enforcement hours from July, 2016 to November, 2016. The Sheriff requests the County Commission consider revising his overtime budget to offset some of the extraordinary circumstances that his department has incurred. *(action required)*
11. **Resignation of Sharon Ross as a Member of the Lewis County Fire Board and Request for Replacement Member:** The Lewis County Fire board has received a letter of resignation from Sharon Ross. The Commission is asked to approve this resignation. Additionally, the Fire Board is requesting a replacement from the Hackers Creek District be named to fill this vacancy. *(action require)*
12. **Lewis County Economic Development Authority Report:** Report of activities of the Lewis County Economic Development Authority by Director Michael Herron. *(information only).*
13. **Timesheets and Leave Requests** *(action required)*
14. **Request to Transfer Annual/Compensatory Leave to Sick Leave to Avoid Loss per Lewis County Personnel Policy Manual** *(action required)*
  - a) Joyce Helmick                      3 days Annual Leave to Sick Leave
  - b) Sandra Smith                      68 Hours Annual Leave to Sick Leave
  - c) Amy Simmons                      40 Hours Annual Leave to Sick Leave
  - d) Joan Riffle                      56 Hours Annual Leave to Sick Leave
  - e) Michael Cayton                      36 Hours Annual Leave to Sick Leave
  - f) Terri Cole                      .5 Hours Annual Leave to Sick Leave

**ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:**

15. **Actions of the Clerk:** County Clerk Cynthia S. Rowan presents actions of the clerk in recess of the county commission for approval. Draft copies will be available for review upon request Thursday, January 5, 2017. *(action required)*
16. **Approval of Estate Settlements:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request Thursday, January 5, 2017. *(action required)*
17. **Presentation by County Clerk of the Orders of Prior Meeting(s) for consideration.** Draft copies will be available for review upon request Thursday, January 5, 2017. *(action required)*
18. **Expenses for the current period presented for consideration of payment.** Draft copies will be available for review upon request Thursday, January 5, 2017. *(action required)*

**ADJOURNMENT:**

19. **With no further action being required by the Lewis County Commission, the meeting will be adjourned.** *(action required)*

**LEWIS COUNTY COMMISSION  
MEETING MANAGEMENT**

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given a ten (10) minute time allowance.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.

*Roberts Rules of Order is utilized as a guide only.  
The Commission controls meeting management, discussion and input.*

# Upshur County Commission Agenda

Location of Meeting: Upshur County Courthouse Annex  
Date of Meeting: January 5, 2017

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:
- December 22, 2016
  - December 28, 2016 – Special Meeting

## Items for Discussion / Action / Approval:

1. Election of Commission President for 2017 Calendar Year
2. Oath of Office for the Commission President
3. Establish date and time for regular Commission Meetings
4. Approval of Local Rules for Commission Meetings
5. Approval of registration sign-in sheet in accordance with WV Code §6-9A-3
6. Discuss agenda format and material inclusion contents
7. Establish Hours of Operation for the Upshur County Courthouse, Annex and Administrative Annex
8. Approval of 2017 Holiday Schedule and Administrative Closures
9. Approval of Upshur County Seal
10. Affidavit of Commission President, Sheriff and County Clerk Establishing Facsimile Signature
11. Consider Commissioner Board Appointments:
  - Lewis-Upshur Community Corrections Board
  - Upshur County Farmland Protection Board
  - Lewis-Upshur Emergency Planning Committee
  - Region VI Work Force Investment Board
  - Region VII Planning & Development Council
  - Upshur County 4H Foundation
  - Upshur County Development Authority
  - Upshur County Enhanced Emergency Telephone Board
  - Upshur County Extension Service Committee
  - Upshur County Fire Board Incorporated
  - Upshur County Senior Center Board
  - Upshur County Family Resource Network
  - Upshur County Youth Council, Incorporated (SYC)
  - Corridor H Authority

12. Approval of press release regarding the Commission's relocation to 91 West Main Street, Suite 101, Buckhannon.
13. Approval of Board of Review & Equalization 2017 schedule
14. Approval of Board of Review & Equalization (BORE) Publication Notice; the County Commission will sit as the Board of Review and Equalization beginning at 1:00 p.m. on the 1<sup>st</sup> day of February, 2017, and shall continue until the work is complete but will adjourn no later than the close of business on the 16<sup>th</sup> day of February, 2017.
15. Approval and signature of correspondence to the Upshur County Assessor and Property Tax Division of the State Tax Department, giving authorization to correct valuations for real property, personal property, and/or mineral accounts. Any adjustments made after February 1, 2017, must be forwarded to the Commission sitting as the Board of Review & Equalization.
16. Approval and signature of Valley Business Systems Service Contract for a machine located at the James W. Curry Library. Annual charges would be \$474.00 and the terms of service would be effective December 1, 2016 through November 30, 2017. Coverage includes parts, labor, mileage, inspections and consumable supplies not excluded.
17. Approval and signature of correspondence to Charlie Heater regarding a complaint filed with the Upshur County Safe Structures and Sites Board in regards to property located in Banks Tax District – Tax Map 2Q – Parcel Number 46 in April of 2012. This letter serves as a written warning requesting that Mr. Heater take corrective actions in order to bring the property into compliance with the Safe Structures and Sites Ordinance.
18. Approval of Recommendation for Waiver of Bond in the Estate of Anna Bell Hamner. The amount of funds to be received is de minimis, less than \$1,000, relative to the annual cost of the security bond required of each Guardian.
19. Discussion regarding the appointment of a permanent successor to the office of the County Clerk through the certification of the November, 2018 general election. Discussion may lead to an appointment.
  - Item may lead to Executive Session per WV Code §6-9A-4*
  - (A) Matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee unless the public officer or employee or prospective public officer or employee requests an open meeting; or*
20. Approval of Advertisement for Temporary Grounds Keeping / Maintenance Position for the 2017 spring/summer seasons, beginning in mid-March and going through late September. The rate of pay is \$9.00 per hour, with no benefits provided for this position. Applications must be received on or before the close of business on Friday, February 10, 2017.
21. Correspondence from James T. Farrell announcing his resignation from the Upshur County Safe Structures and Sites Enforcement Board. This is a general public position with a term set to expire on June 30, 2018.

22. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. Correspondence from Jeff Amburgey, Chairman of the Property Valuation Training and Procedures Commission, State of West Virginia Department of Revenue State Tax Department, regarding the Assessor's proposed 2017-2018 Valuation Fund Budget. Written evidence showing that a lesser amount than the amount requested by the assessor would be adequate must be submitted to the Property Tax Division on or before January 15, 2017.
2. EQT Midstream Partners, LP – Natural Gas Pipeline Safety Brochure
3. Correspondence from Robert C. Orndorff, State Policy Director of WV State & Local Affairs, Dominion, asking public officials to partner with Dominion in a safety initiative by promoting safe digging throughout our community.
4. Upshur County Building Permits – December 2016
5. Upshur County Sheriff's Financial Statement for period ending November 2016
6. Upshur County E911 Communication Reports ---November 2016
  - Monthly Call Summary Report
  - Monthly Department Summary Report
  - Monthly and YTD Wrecker Report
7. Newsletters and/or Event Notifications:
  - Buckhannon-Upshur Chamber of Commerce – America's Mattress ribbon cutting at noon on Tuesday, January 10<sup>th</sup>
8. Agendas and/or Notice of Meetings:
  - Upshur County Solid Waste Authority January 9, 2017
9. Meeting Minutes:
  - Upshur County Farmland Protection Board September 22, 2016
10. Meetings:
  - 01/03/17 5:30 p.m. Elkins Road PSD
  - 01/03/17 6:00 p.m. Hodgesville PSD
  - 01/05/17 7:00 p.m. Banks District VFD
  - 01/05/17 7:00 p.m. Selbyville VFD
  - 01/09/17 12:00 p.m. Upshur County Family Resource Network
  - 01/09/17 4:30 p.m. Upshur County Solid Waste Authority
  - 01/09/17 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board

- 02/13/17 6:00 p.m. Lewis-Upshur Community Corrections Board-Lewis County
- 01/10/17 7:30 p.m. Adrian VFD
- 01/05/17 6:00 p.m. Buckhannon-Upshur Board of Health
- 01/18/17 7:00 a.m. Upshur County Development Authority
- 01/11/17 12:00 p.m. Upshur County Senior Center Board
- 01/12/17 3:00 p.m. Upshur County Conventions & Visitors Bureau – UCDA Office
- 01/11/17 6:00 p.m. Upshur County Citizens Corp – CERT
- 01/11/17 7:30 p.m. Warren District VFD
- 01/12/17 1:00 p.m. Adrian PSD
- 01/12/17 3:00 p.m. Tennerton PSD
- 01/12/17 4:00 p.m. Upshur County Safe Sites & Structures Ordinance Board
- 01/12/17 7:30 p.m. Buckhannon VFD
- 01/12/17 4:00 p.m. Buckhannon Upshur Airport Authority
- 01/19/17 6:30 p.m. Upshur County Youth Camp Board – WVU Extension Office
- 01/15/17 6:00 p.m. Washington District VFD
- 01/16/17 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 01/17/17 4:00 p.m. Upshur County Public Library Board
- 01/17/17 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development
- 01/17/17 6:30 p.m. Upshur County Fire Board
- 01/17/17 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 01/11/17 7:00 p.m. Ellamore VFD
- 01/18/17 12:00 p.m. Lewis Upshur LEPC --- Lewis location
- 03/22/17 10:00 a.m. James W. Curry Advisory Board
- 01/19/17 3:00 p.m. Upshur County Farmland Protection Board – Farm Bureau Office
- 01/30/17 6:00 p.m. Upshur County Fire Fighters Association
- 01/11/17 7:00 p.m. Buckhannon River Watershed Association - Board of Directors

11. Appointments Needed or Upcoming:

- Upshur County Building Commission (Joe Malcolm – 11-10-16) --- Commission
- Upshur County Farmland Protection Board (unexpired term – 6-30-2019) - Farmer

Tabled Items

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

Next Regular Meeting of the Upshur County Commission  
 January 12, 2017 --- 9:00 a.m.  
 Upshur County Courthouse Annex

## DECEMBER 2016 MILEAGE REQUEST

### UNIT LIC.

150 Gissy 6LB698 / 14 CHARGER 19,657

151 Hyre Temp / 14 EXPLORER 34,733

152 Money Penny 3170 / 13 POLICE INTERCEPTOR 52,840

153 Carpenter 3169 / 13 POLICE INTERCEPTOR 62,835

154 Moran 1643 / 11 TAHOE 57,980

155 Lopez 1910 / 13 POLICE INTERCEPTOR 43,567

156 Tonkin 1234 / 13 POLICE INTERCEPTOR 31,493

157 Clark 2824 / 11 TAHOE 82,020

158 Hendershot 2829 / 11 TAHOE 69,086

159 Carey 2726 / 11 TAHOE 139,125

160 Hummel 2966 / 12 CAPRICE 73,291

161 Minney 2868 / 10 TAHOE 116,748

162 VanMeter 1232 / 07 CROWN VIC 89,674

170 Cayton 3184 / 09 RAM TRK 113,994

171 Kirkpatrick 2727 / 10 TAHOE 97,863

Spare 2511 / 07 CROWN VIC 115,127

174 Bush 1233 / 07 EXPLORER 102,045

1500 Deputy Reserves 1696 / 03 DURANGO 122,581

Spare 2001 JEEP 200,796

2007 Chevy Sub. 73,776

1995 JEEP CHEROKEE 156,724

**There have been a number of vehicle reassignments. Need actual mileage from each unit.**

**Thank You**

# Lewis County Convention & Visitors Bureau Minutes

November 1, 2016 @ 5:30 p.m. at Kane's Grub & Pub

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**In Attendance:** Dean Hardman & Patty, Jim Lambert & Debbie, Rebecca Jordan Gleason, Chip Turner & Sherri, Julia Spelsberg, Ron McVaney & Barb, Todd Turner, Kim Geer & Randy, Connie Chapman & Mike, and Chris Richards & Joel.

**Absent:** Steve Ludwig, Susan Bentley, Glenn Haan, Sharon Pickens, Kathy Fealy and Pat Boyle.

**Meeting:**

- I. **Meeting called to order** by Rebecca. A quorum was present.
- II. **Minutes:** September minutes were approved as written. (Dean/Julia)
- III. **Financial Report:** Reports were written given to members for review. (Dean/Julia)
- IV. **Executive Directors Report:** report was approved. (Dean/Julia)

**Old Business:**

- I. The board heard Chris remind the board was reminded the importance of attending meetings.

**New Business:**

- I. The Board heard an update from Chris from the recent WVACVB and WVHTA meetings at the Governor's Conference where she was elected President of the WVACVB and as the Mountain Lakes Region Representative on the WVHTA Board. The board asked that a press release be written.
- II. The Board discussed when elections should be held since they were very late last year and the motion was made to maintain status quo and not have any election till the 2017 election time next fall for 2017 – 2018 including current officers. (Dean/Chip)
- III. The board was asked if they would decorate a cottage at the Mill for the Winter Lights celebration again this year and the said yes, they would.
- IV. Chris's comment spot... Thank you all for attending and see you next month!

**Meeting adjourned at approximately 6:12 p.m.**

**The next meeting will be on Dec 6, 2016 at 5:30 at the LCCVB Office.**

Lewis County CVB/Stonewallcountry  
A Certified West Virginia CVB  
499 US Highway 33 East Weston, WV 26452  
304-269-7328 304-269-3271 fax 1-800-296-7329  
[lewiscountycvb.com](http://lewiscountycvb.com) or [www.stonewallcountry.com](http://www.stonewallcountry.com)



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## **January 3, 2017 Agenda**

1. Call to Order- establish quorum
2. Minutes
3. Financial Report
4. Executive Directors Report
5. Old Business:
  - a. NA.
6. New Business:
  - a. Refund check.
  - b. Board Retreat.
  - c. Chris's comment spot.
7. Adjournment.

The next CVB Board of Directors meeting will be on Tuesday  
Feb. 7, 2017 @ 5:30 p.m. at the LCCVB Office.

*Lewis County Convention and Visitors Bureau*

**A Certified West Virginia CVB**

499 US Highway 33 East Weston, WV 26452

304-269-7328

304-269-3271 fax

1-800-296-7329

[www.lewiscountycvb.com](http://www.lewiscountycvb.com)

[www.stonewallcountry.com](http://www.stonewallcountry.com)

**REQUEST FOR PROPOSAL**  
**#700.217/#711.217**  
**FLEET VEHICLE MAINTENANCE**  
**SERVICES FOR LEWIS COUNTY**

**COMPANY NAME:**

**LEWIS COUNTY**

**Sheriff's Department**

Law Enforcement Division  
117 Court Avenue Room #104  
Weston, WV 26452  
Phone (304) 269-8251, Fax (304) 269-2644

**Office of Emergency Management**

OEM/E911/Animal Control/Addressing  
201 Orchard Street  
Weston, WV 26452  
Phone (304)269-8235, Fax (304)269-8203

**REQUEST FOR PROPOSAL**

The Lewis County Sheriff's Department and OEM are issuing an RFP (Request for Proposal) for Fleet Vehicle Maintenance Services for the County of Lewis for a ONE year term beginning February 1, 2017 and ending December 31, 2017.

**Sealed Proposals:**

Vendor will deliver one (1) original and two (2) copies to the following address:

**Lewis County Courthouse Annex**

**Law Enforcement Division**

**117 Court Avenue, Room #104**

**Weston, WV 26452**

**DATE:** \_\_\_\_\_

Proposals received after the above cited time will be considered a late bid and will not be considered. The envelope must be clearly marked "# 700.217/#711.217".

## RFP #700.217 FLEET VEHICLE MAINTENANCE SERVICES

### I. PROPOSAL

#### Definitions:

"County" is Lewis County in West Virginia.

"Bidder" an individual or business submitting a bid to Lewis County.

"Contractor" One who contracts to perform work or furnish materials in accordance with a contract

**Purpose of Proposal:** The County is considering the use of qualified experienced local service providers for vehicle maintenance, preventative maintenance and repair services for County owned and operated vehicles. The Fleet Services unit currently manages the maintenance and operation of 20 to 25 vehicles for the County.

### II. PROPOSAL TERMS

**A.** Lewis County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which Lewis County may consider. The County does not intend to award a bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a bid would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

**B.** The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to in the best interest of the County even though not the lowest bid.

**C.** Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of sixty (60) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

**D.** In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. To be considered, original proposal and two copies must be at the Sheriff's Department on or before the date and time specified.

**E.** Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

**F.** The price quotations stated in the bidder's proposal will not be subject to any price increase in the first year from date of contract unless a written letter is sent to the Purchasing Manager thirty (30) days prior to increase to become effective. Purchasing Manager and the Director of Support Services or his/her designee has the authority to accept or deny the price increase.

**G.** The vendor must submit a WV Business license, proof of liability insurance, certificate of workers compensation coverage, affidavit affirming the company does not owe any debt greater than \$1,000 to the state or any of its political subdivisions pursuant to WV Code 5A-3-10A., WV Business Registration Certificate , City Business license.

### **III. VENDOR INFORMATION**

The proposal MUST include all the following information. Failure to include all of the required information may be considered non-responsive and may result in the disqualification of a Bidder.

**A.** Vendor's qualifications to provide the Fleet Vehicle Maintenance services required by Lewis County. Include, years in business, number of employees, and experience in providing these services.

### **IV. PROPOSAL SPECIFICATIONS**

#### **A. BACKGROUND**

Lewis County Sheriff's Department is currently comprised of 15 Law Enforcement Officers, 1 Process Server and several Reserve Deputy Sheriff's and actively utilize between 15 and 20 vehicles full and part time. The Lewis County Office of Emergency Management/E911/Animal Control and Addressing is currently comprised of 5-10 vehicles.

#### **B. SCOPE OF WORK**

The County is seeking to enter into a one (1) year contract that will reduce the administrative and direct costs associated with the delivery of maintenance services related to operating the fleet. Lastly, the County is interested in receiving and maintaining statistical data and having reporting capability for all vehicle expenses.

##### **1. Fleet Vehicle Maintenance**

It is requested that you submit a cost and project proposal to provide Fleet Vehicle Maintenance for the routine preventive maintenance as well as mechanical repair for the County's vehicle fleet.

##### **2. Vehicle Maintenance Services**

The County requests these services are included in the proposal:

- Vehicle mechanical repairs
- Tire rotation, replacement and wheel alignment.
- Oil, filters, fluids.
- Muffler & exhaust repair.
- Towing.
- Safety Inspection.

The Bidder must also include any and all charges that apply even if those are not explicitly mentioned on the Bid Sheet.

### **V. STANDARD PROVISIONS FOR CONTRACTS**

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Lewis County such as the following:

#### **REPORTING OF CONTRACTOR**

**Section 1** - The Contractor is to report to the vehicle agency head: Sheriff/ Chief Deputy or Office of Emergency Management Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

**Section 2** - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

**Section 3** - All reports made in connection with these services are subject to review and final approval by the vehicle agency head: Sheriff or Office of Emergency Management Director.

**Section 4** - The County may review the Contractor's activities during the term of this contract.

**Section 5** - The contractor will report to the vehicle agency head: Sheriff/Chief Deputy or Office of Emergency Management Director in the event that routine maintenance or an unexpected expenditure will exceed \$300 prior to the work being done.

## **TERM**

This contract begins on February 1, 2017 and ends on December 31, 2017.

## **PERSONNEL**

**Section 1** - The Contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

**Section 2** - The Contractor will not hire any County employee for any of the required services without the County's written approval.

**Section 3** - The Parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

**Section 4** - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

## **INDEMNIFICATION AGREEMENT**

The contractor will protect, defend and indemnify Lewis County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Lewis County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

## **INSURANCE REQUIREMENTS**

The Contractor will maintain at its own expense during the term of this Contract, the appropriate insurance that will comply with West Virginia guideline and all State regulations.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.

## **INTEREST OF CONTRACTOR AND COUNTY**

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Lewis, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

### **TERMINATION OF CONTRACT**

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party without cause.

### **PRACTICE AND ETHICS**

The parties will conform to the code of ethics of their respective national professional associations.

### **EXTENT OF CONTRACT**

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

**BID SHEET**

The Bidder shall furnish, but not be limited to, labor, materials, supplies and tools necessary to provide the fleet vehicle maintenance as outlined in the Scope of Work.

**I. Routine Oil Change and Safety Inspection -**

including but not limited to: Oil, Oil Filter and visual inspection of vehicle including belts, air filter, hoses, tires, brakes and any other potential problems.

**Cost Per Vehicle \$** \_\_\_\_\_

**II. Lewis County Sheriff's Department/ OEM Vehicle Tows**

**In-County Tow**

**Cost Per Vehicle \$** \_\_\_\_\_

**Out-County Tow**

**Cost Per Vehicle \$** \_\_\_\_\_ **or Per Mile Cost \$** \_\_\_\_\_

**III. Routine Maintenance and Repair**

**Hourly Rate for Vehicle Repair \$** \_\_\_\_\_

**Set Rate for Specific Repair or Maintenance \$** \_\_\_\_\_

**Signature of Legal Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

TO: Lewis County Commission

FROM: Lewis County Fire Board

Lewis County Commission,

The Lewis County Fire Board is requesting a replacement board member from the Hacker Creek District . We have received a resignation from board member Sharon Ross.

Thank you for your time concerning this matter.

A handwritten signature in blue ink that reads "Crystal D. Bragg". The signature is written in a cursive style with a large initial 'C'.

Crystal D Bragg, Fire Fee Clerk