

Upshur County Commission Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda_and_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535

Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call

Date of Meeting: November 18, 2021

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• November 4, 2021

9:15 a.m. Youth Camp Timber Sale Bid Opening and Potential Award

9:30 a.m. John B. "JB" McCuskey, WV State Auditor – Overview of government transparency efforts and the need for transparency in the use of American Rescue Plan Act (ARPA) funding

9:45 a.m. Quinten Oldaker, Technology Director, Upshur County Board of Education – Approval and Signature of the Revised Bid and Agreement between the Upshur County Commission, the Upshur County Board of Education and Alpha Technologies, Inc for COPS Grant #2020-SVWX-0033 Notification System Upgrade Project
Pages 5-32

10:00 a.m. Sheriff Virgil Miller – Request for Employment of Tanner Collins as Upshur County Sheriff's Deputy, effective November 28, 2021. Approval and Signature of the Upshur County Sheriff's Office Sign-On Incentive Agreement between the Upshur County Sheriff's Office, the Upshur County Commission and Mr. Collins. In order to receive and maintain the full incentive, Mr. Collins must remain satisfactorily employed with the Upshur County Sheriff's Office for eight (8) years.
Item may lead to Executive Session per WV Code §6-9A-4 *Under separate cover*

Request for Employment of Norma Wayts as Court Security Officer, effective November 18, 2021.

Item may lead to Executive Session per WV Code §6-9A-4 *Under separate cover*

Items for Discussion / Action / Approval:

1. Approval of "Request for Proposals" for pest control services for various Commission owned properties. Sealed bids must be received no later than 4:00 pm on Wednesday, December 15, 2021 at the Administrative Annex located at 91 W. Main Street, Suite 101. Proposals received by the deadline will be publicly opened, reviewed and read aloud by the Commission at 9:05 am on Thursday, December 16, 2021. * *Pages 33- 45*
2. Approval and signature of correspondence to Andrea Hull and Larry W. Brown regarding requirements of the Upshur County Building Permit Ordinance and Upshur County Floodplain Ordinance for the property originally discussed during the August 13, 2020 Commission Meeting. Ms. Hull and/or Mr.

Brown must provide an update/status report on the requested compliance with the minimal requirements noted in the correspondence dated January 26, 2021 within five (5) business days of receipt of the letter.*

Page 46

3. Approval and signature of the State of West Virginia Emergency Management Division Performance Grant COVID-19 Supplemental Award #EMPGS-49. The sub-grant period is February 1, 2020 – December 31, 2020 and is in the amount of \$12,500.*

Page 47-51

4. Approval and signature of the State of West Virginia Emergency Management Division FY 2021 Homeland Security Grant Program Award #21-SHS-60, Conditions and Assurances and the Federal Lobbying, Debarment, Suspension, and Drug-Free Workplace Certifications. The sub-grant period is September 1, 2021 – December 31, 2022 and is in the amount of \$200,000 for the SIRN Microwave Link between the Tallmansville Radio Tower and the Upshur County E911 Communications Center.*

Pages 52-63

5. Approval and signature of the Victims of Crime Act (VOCA) Grant #19-VA-048 Contract Agreement, Revised Standard and Federal Conditions and Assurances, Certifications and Resolution for the grant award in the amount of \$29,118.00.*

Pages 64-89

6. Approval and signature of FAA Outlay Request #1-Final for Airport Improvement Program (AIP) Project No. 3-54-0039-037-2021 for the Upshur County Regional Airport. The request is in the amount of \$61,394 to reimburse the Airport Authority for a portion of the cost incurred for the construction of two 100' x 100' box hangars.*

Pages 90-94

7. Correspondence from Robert N. Skinner II announcing his resignation from the Corridor H Authority as one of three Upshur County representatives, effective December 31, 2021. This term expires on December 31, 2024.*

Page 95

8. Correspondence from Shane Whitehair, Executive Director of the Region VII Planning and Development Council, expressing his interest in the Corridor H Authority vacancy. If approved, Mr. Whitehair would fulfill the unexpired term through December 31, 2024.*

Page 96

9. Correspondence from Cheyenne Troxell, 26th Judicial Circuit Community Corrections Program Director, requesting the employment of Chad Simmons as full-time case manager in the Lewis County Office, effective December 5, 2021. *

Item may lead to Executive Session per WV Code §6-9A-4

Under separate cover

10. Approval of Application for Donated Leave. *

Item may lead to Executive Session per WV Code §6-9A-4

Under separate cover

11. Establish timeline for Magisterial and Precinct changes due to the WV Legislature's 2021 redistricting process which resulted in new political boundaries for Congressional, State Senate and House of Delegate Districts.*

12. 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, Remote Work Request(s).

For Your Information:

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

1. Statewide Transportation Improvement Program (STIP) FFY 2020-2025 Program Amendment #7.

Page 97

2. Correspondence from Melissa Garretson Smith, Executive Director of the WV Courthouse Facilities Improvement Authority (WVCFIA), regarding the denial of the application for WVCFIA Grant funding in the amount of \$82,560 for the replacement of the existing exterior lift with an enclosed lift located at the Courthouse. *Page 98*

3. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

• Upshur County Family Resource Network	November 8, 2021	<i>Page 99</i>
• Buckhannon-Upshur Airport Authority	November 8, 2021	<i>Page 100</i>
• Upshur County Development Authority	November 9, 2021	<i>Page 101</i>
• Buckhannon-Upshur Chamber of Commerce	November 15, 2021	<i>Page 102</i>
• Upshur County Fire Board Inc.	November 16, 2021	<i>Page 103</i>
• City of Buckhannon	November 18, 2021	<i>Page 104</i>

Meeting Minutes:

• Elkins Road PSD	October 5, 2021	<i>Pages 105-107</i>
• Adrian PSD	October 7, 2021	<i>Page 108</i>
• Elkins Road PSD	October, 26, 2021	<i>Pages 109-110</i>

c) Meetings:

• 11/02/21 5:00 p.m.	Elkins Road PSD
• 11/02/21 4:00 p.m.	Hodgesville PSD
• 11/04/21 7:00 p.m.	Banks District VFD
• 11/18/21 7:00 p.m.	City Council of Buckhannon
• 11/04/21 7:00 p.m.	Selbyville VFD
• 11/08/21 12:00 p.m.	Upshur County Family Resource Network
• 11/08/21 4:30 p.m.	Upshur County Solid Waste Authority
• 11/08/21 5:30 p.m.	Buckhannon-Upshur Recreational Park Advisory Board
• 12/06/21 6:00 p.m.	Lewis-Upshur Community Corrections Board – Upshur Co
• 11/09/21 7:30 p.m.	Adrian VFD
• 11/04/21 6:00 p.m.	Buckhannon-Upshur Board of Health
• 11/09/21 7:00 a.m.	Upshur County Development Authority –Executive Board
• 11/10/21 12:00 p.m.	Upshur County Senior Center Board
• 11/10/21 3:00 p.m.	Upshur County Conventions & Visitors Bureau
• 11/09/21 7:00 p.m.	Warren District VFD
• 11/04/21 3:00 p.m.	Adrian PSD
• 11/10/21 3:00 p.m.	Tennerton PSD
• 11/11/21 3:00 p.m.	Upshur County Safe Sites & Structures Enforcement Board - CANCELLED
• 11/10/21 3:00 p.m.	Upshur County Safe Sites & Structures Enf. Board – Special
• 11/11/21 7:30 p.m.	Buckhannon VFD
• 11/08/21 4:00 p.m.	Buckhannon Upshur Airport Authority
• 11/18/21 6:30 p.m.	Upshur County Youth Camp Board
• 11/14/21 6:00 p.m.	Washington District VFD
• 11/15/21 12:00 p.m.	Buckhannon-Upshur Chamber of Commerce
• 11/17/21 4:00 p.m.	Upshur County Public Library Board
• 11/17/21 10:00 a.m.	Wes-Mon-Ty Resource Conservation & Development Council

- 11/16/21 6:30 p.m. Upshur County Fire Board, Inc.
- 11/23/21 3:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 11/10/21 7:00 p.m. Ellamore VFD
- 11/17/21 12:00 p.m. Lewis Upshur LEPC – Upshur Co.
- 11/18/21 6:00 p.m. Upshur County Farmland Protection Board
- 11/22/21 7:00 p.m. Upshur County Fire Fighters Association
- 11/10/21 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 11/24/21 1:00 p.m. James W. Curry Advisory Board

4. Appointments Needed or Upcoming:

- Upshur County Fire Board (unexpired term 6/30/22) – Community Representative – 1st Mag. District

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or trperry@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: http://www.upshurcounty.org/agenda_and_minutes/index.php

Tabled Items

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

1. Justin Bowers, Appalachian Impact - request for use of Hampton Community Building

**Next Regular Meeting of the Upshur County Commission
December 2, 2021 --- 9:00 a.m.
Upshur County Courthouse Annex**

****A Special Meeting will be held on Wednesday, November 17th in the Commission Meeting Room****

****The Commission Meeting on November 25, 2021 is CANCELLED as the Courthouse is CLOSED****

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Upshur County Schools

We have prepared a quote for you

**Upshur County Schools COPS Upgrades Project
- Base Bid**

Quote #1004509

Version 2

☎ 304-201-7485

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Hardware

Description	Price	Qty	Ext. Price
French Creek Elementary School			
CP-8811-K9-RF Cisco IP Phone 8811 Series	\$109.63	25	\$2,740.75
 CP-8861-K9-RF Cisco IP Phone 8861 Series	\$152.63	2	\$305.26
CP-BEKEM-RF Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
5G110-RV5 Cat 5E Jack Green	\$4.98	2	\$9.96
41089-2WP 2 Port Surface Mount Box	\$1.98	1	\$1.98
570-120-003 3' Cat 5 Patch Panel Green	\$1.84	1	\$1.84
570-120-010 10' Cat 5 Patch Panel Green	\$3.78	1	\$3.78
BT10032232 Cat 5e Green Plenum	\$190.32	1	\$190.32
EMT075 3/4" x 10' EMT	\$14.38	10	\$143.80
MES-761 3/4" S/S Coupler	\$0.98	10	\$9.80
MES-751 3/4" EMT Connector	\$0.92	2	\$1.84
SE6X6X4 6" X 6" X 4" Pull Box	\$13.05	2	\$26.10
Section Subtotal			\$3,681.43
Buckhannon-Upshur Middle School			
CP-8811-K9-RF Cisco IP Phone 8811 Series	\$109.63	72	\$7,893.36
CP-8861-K9-RF Cisco IP Phone 8861 Series	\$152.63	6	\$915.78
CP-BEKEM-RF Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
5G110-RV5 Cat 5E Jack Green	\$4.98	2	\$9.96
41089-2WP 2 Port Surface Mount Box	\$1.98	1	\$1.98
570-120-003 3' Cat 5 Patch Panel Green	\$1.84	1	\$1.84
570-120-010 10' Cat 5 Patch Panel Green	\$3.78	1	\$3.78
EMT075 3/4" x 10' EMT	\$14.38	10	\$143.80



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Hardware

Description		Price	Qty	Ext. Price
MES-761	3/4" S/S Coupler	\$0.98	10	\$9.80
MES-751	3/4" EMT Connector	\$0.92	2	\$1.84
SE6X6X4	6" X 6" X 4" Pull Box	\$13.05	2	\$26.10
Section Subtotal				\$9,254.24
Tennerton Elementary School				
CP-8811-K9-RF	Cisco IP Phone 8811 Series	\$109.63	24	\$2,631.12
CP-8861-K9-RF	Cisco IP Phone 8861 Series	\$152.63	2	\$305.26
CP-BEKEM-RF	Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
5G110-RV5	Cat 5E Jack Green	\$4.98	4	\$19.92
				
41089-2WP	2 Port Surface Mount Box	\$1.98	1	\$1.98
41080-2WP	2-Port White Faceplate	\$2.00	1	\$2.00
570-120-003	3' Cat 5 Patch Panel Green	\$1.84	2	\$3.68
570-120-010	10' Cat 5 Patch Panel Green	\$3.78	2	\$7.56
EMT075	3/4" x 10' EMT	\$14.38	10	\$143.80
MES-761	3/4" S/S Coupler	\$0.98	10	\$9.80
MES-751	3/4" EMT Connector	\$0.92	2	\$1.84
SE6X6X4	6" X 6" X 4" Pull Box	\$13.05	2	\$26.10
834WHRW	3/4" x 8' White Raceway	\$16.10	1	\$16.10
WMSMBWH	White Surface Mount Box	\$7.88	1	\$7.88
WMCGAWH	3/4" White Raceway Ceiling Adapter	\$4.38	1	\$4.38
Section Subtotal				\$3,427.42



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Hardware

Description	Price	Qty	Ext. Price
Rock Cave Elementary School			
CP-8811-K9-RF Cisco IP Phone 8811 Series	\$109.63	17	\$1,863.71
CP-8861-K9-RF Cisco IP Phone 8861 Series	\$152.63	2	\$305.26
CP-BEKEM-RF Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
5G110-RV5 Cat 5E Jack Green	\$4.98	4	\$19.92
 41089-2WP 2 Port Surface Mount Box	\$1.98	1	\$1.98
41080-2WP 2-Port White Faceplate	\$2.00	1	\$2.00
570-120-003 3' Cat 5 Patch Panel Green	\$1.84	2	\$3.68
570-120-010 10' Cat 5 Patch Panel Green	\$3.78	2	\$7.56
BT10032232 Cat 5e Green Plenum	\$190.32	1	\$190.32
EMT075 3/4" x 10' EMT	\$14.38	10	\$143.80
MES-761 3/4" S/S Coupler	\$0.98	10	\$9.80
MES-751 3/4" EMT Connector	\$0.92	2	\$1.84
SE6X6X4 6" X 6" X 4" Pull Box	\$13.05	2	\$26.10
834WHRW 3/4" x 8' White Raceway	\$16.10	1	\$16.10
WMSMBWH White Surface Mount Box	\$7.88	1	\$7.88
WMCGAWH 3/4" White Raceway Ceiling Adapter	\$4.38	1	\$4.38
Section Subtotal			\$2,850.33
Union Elementary School			
CP-8811-K9-RF Cisco IP Phone 8811 Series	\$109.63	29	\$3,179.27
 CP-8861-K9-RF Cisco IP Phone 8861 Series	\$152.63	2	\$305.26
CP-BEKEM-RF Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00



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Hardware

Description		Price	Qty	Ext. Price
5G110-RV5	Cat 5E Jack Green	\$4.98	4	\$19.92
41089-2WP	2 Port Surface Mount Box	\$1.98	1	\$1.98
41080-2WP	2-Port White Faceplate	\$2.00	1	\$2.00
570-120-003	3' Cat 5 Patch Panel Green	\$1.84	2	\$3.68
570-120-010	10' Cat 5 Patch Panel Green	\$3.78	2	\$7.56
EMT075	3/4" x 10' EMT	\$14.38	10	\$143.80
MES-761	3/4" S/S Coupler	\$0.98	10	\$9.80
MES-751	3/4" EMT Connector	\$0.92	2	\$1.84
SE6X6X4	6" X 6" X 4" Pull Box	\$13.05	2	\$26.10
834WHRW	3/4" x 8' White Raceway	\$16.10	1	\$16.10
WMSMBWH	White Surface Mount Box	\$7.88	1	\$7.88
WMCGAWH	3/4" White Raceway Ceiling Adapter	\$4.38	1	\$4.38
Section Subtotal				\$3,975.57
Washington District Elementary School				
CP-8811-K9-RF	Cisco IP Phone 8811 Series	\$109.63	19	\$2,082.97
CP-8861-K9-RF	Cisco IP Phone 8861 Series	\$152.63	2	\$305.26
CP-BEKEM-RF	Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
5G110-RV5	Cat 5E Jack Green	\$4.98	4	\$19.92
				
41089-2WP	2 Port Surface Mount Box	\$1.98	2	\$3.96
570-120-003	3' Cat 5 Patch Panel Green	\$1.84	2	\$3.68
570-120-010	10' Cat 5 Patch Panel Green	\$3.78	2	\$7.56
BT10032232	Cat 5e Green Plenum	\$190.32	1	\$190.32
EMT075	3/4" x 10' EMT	\$14.38	15	\$215.70
MES-761	3/4" S/S Coupler	\$0.98	15	\$14.70



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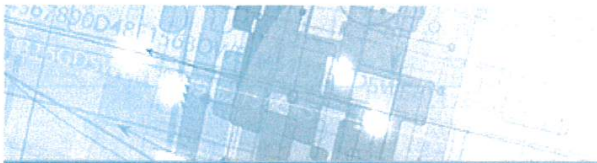
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Hardware

Description	Price	Qty	Ext. Price
MES-751 3/4" EMT Connector	\$0.92	4	\$3.68
SE6X6X4 6" X 6" X 4" Pull Box	\$13.05	4	\$52.20
Section Subtotal			\$3,145.95
Buckhannon Academy Elementary School			
CP-8811-K9-RF Cisco IP Phone 8811 Series 	\$109.63	58	\$6,358.54
CP-8861-K9-RF Cisco IP Phone 8861 Series	\$152.63	7	\$1,068.41
CP-BEKEM-RF Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
5G110-RV5 Cat 5E Jack Green 	\$4.98	4	\$19.92
41089-2WP 2 Port Surface Mount Box	\$1.98	2	\$3.96
570-120-003 3' Cat 5 Patch Panel Green	\$1.84	2	\$3.68
570-120-010 10' Cat 5 Patch Panel Green	\$3.78	2	\$7.56
EMT075 3/4" x 10' EMT	\$14.38	15	\$215.70
MES-761 3/4" S/S Coupler	\$0.98	15	\$14.70
MES-751 3/4" EMT Connector	\$0.92	4	\$3.68
SE6X6X4 6" X 6" X 4" Pull Box	\$13.05	4	\$52.20
Section Subtotal			\$7,994.35
Buckhannon-Upshur High School			
CP-8811-K9-RF Cisco IP Phone 8811 Series 	\$109.63	98	\$10,743.74
CP-8861-K9-RF Cisco IP Phone 8861 Series	\$152.63	8	\$1,221.04



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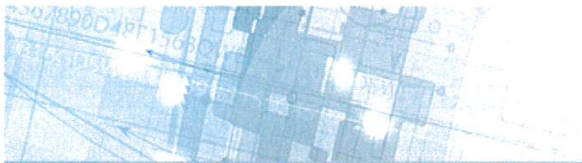
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Hardware

Description		Price	Qty	Ext. Price
CP-BEKEM-RF	Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
5G110-RV5	Cat 5E Jack Green	\$4.98	8	\$39.84
				
41089-2WP	2 Port Surface Mount Box	\$1.98	2	\$3.96
41080-2WP	2-Port White Faceplate	\$2.00	2	\$4.00
570-120-003	3' Cat 5 Patch Panel Green	\$1.84	4	\$7.36
570-120-010	10' Cat 5 Patch Panel Green	\$3.78	4	\$15.12
BT10032232	Cat 5e Green Plenum	\$190.32	1	\$190.32
EMT075	3/4" x 10' EMT	\$14.38	15	\$215.70
MES-761	3/4" S/S Coupler	\$0.98	15	\$14.70
MES-751	3/4" EMT Connector	\$0.92	4	\$3.68
SE6X6X4	6" X 6" X 4" Pull Box	\$13.05	4	\$52.20
834WHRW	3/4" x 8' White Raceway	\$16.10	2	\$32.20
WMSMBWH	White Surface Mount Box	\$7.88	2	\$15.76
WMCGAWH	3/4" White Raceway Ceiling Adapter	\$4.38	2	\$8.76



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Hardware

Description	Price	Qty	Ext. Price
C8300-2N2S-6T New CISCO CATALYST C8300-2N2S-6T ROUTER Upgrade Installation Included Included in option: C8300-2N2S-6T CISCO CATALYSTC8300-2N2S-6T ROUTER CON-SNT-C8302S6T SNTC-8X5XNBD CISCO CATALYST C8300 C8000-HSEC U.S. EXPORT RESTRICTION COMPLIANCE LICEN NIM-4FXO 4PT NTWK I/F MOD FXO UNIV NIM-2MFT-T1/E1 2PT MULTIFLEX TRUNK VOICE/CLEAR-CH DATA C-SM-NIM-ADPT CISCO CATALYSTSM TO NIM MODULE ADAPTOR NIM-PVDM-64 NIM WITH 64-CHANNEL DSP DNA-P-T1-E-3Y CISCO DNA ESSENTIALS ON-PREM LIC 3Y - UP SVS-PDNA-T1-E3Y SOLUTION SUPPORT FOR SW - DNA ESSENTIALS C-SM-16P4M2X= CISCO CATALYSTEDGE SM 16-PORT 1G 4-POR 			



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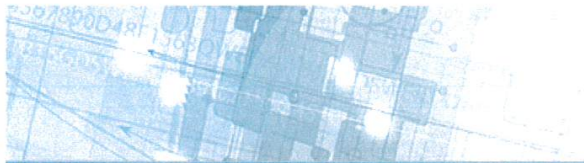
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Hardware

Description	Price	Qty	Ext. Price
41080-2WP 2-Port White Faceplate	\$2.00	4	\$8.00
570-120-003 3' Cat 5 Patch Panel Green	\$1.84	4	\$7.36
570-120-010 10' Cat 5 Patch Panel Green	\$3.78	4	\$15.12
BT10032232 Cat 5e Green Plenum	\$190.32	1	\$190.32
834WHRW 3/4" x 8' White Raceway	\$16.10	4	\$64.40
WMSMBWH White Surface Mount Box	\$7.88	4	\$31.52
WMCGAWH 3/4" White Raceway Ceiling Adapter	\$4.38	4	\$17.52
Section Subtotal			\$2,569.79
Upshur County Transportation Garage			
CP-8811-K9-RF Cisco IP Phone 8811 Series	\$109.63	5	\$548.15
 CP-8861-K9-RF Cisco IP Phone 8861 Series	\$152.63	2	\$305.26
CP-BEKEM-RF Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
Section Subtotal			\$1,099.41
Upshur County Board of Education Central Office			
CP-8861-K9-RF Cisco IP Phone 8861 Series	\$152.63	32	\$4,884.16
CP-BEKEM-RF Cisco IP Phone 8800 Key Expansion Module	\$123.00	2	\$246.00
BE6M-M5-K9 Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	\$4,623.24	2	\$9,246.48
CON-SNT-BE6MM5K9 SNTC-8X5XNBD Cisco Business Edition 6000M 12-Month	\$281.16	2	\$562.32
BE6K-PSU Cisco UCS 770W AC Power Supply for Rack Server	\$0.00	2	\$0.00



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Hardware

Description	Price	Qty	Ext. Price
BE6K-RAIDCTRLR Cisco 12G Modular RAID controller with 2GB cache	\$0.00	2	\$0.00
BE6K-DISK 300GB 12G SAS 10K RPM SFF HDD	\$0.00	12	\$0.00
R2XX-RAID5 Enable RAID 5 Setting	\$0.00	2	\$0.00
BE6K-CPU 2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	\$0.00	2	\$0.00
BE6K-RAM-M5-NEW 16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	\$0.00	6	\$0.00
CAB-N5K6A-NA Power Cord, 200/240V 6A North America	\$0.00	2	\$0.00
BE6K-VIRTBAS-7X Cisco BE Embedded Virt. Basic 7x, BE6K only	\$0.00	2	\$0.00
CON-ECMU-BE6KVIRX SWSS UPGRADES Cisco BE Embedded Virt. Basic 7x, BE6K 12-Month	\$65.84	2	\$131.68
CP-PWR-CUBE-4= IP Phone power transformer for the 8800 phone series	\$26.68	5	\$133.40
CP-PWR-CORD-NA= Power Cord, North America	\$3.56	3	\$10.68



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Hardware

Description	Price	Qty	Ext. Price
C8300-2N2S-6T New CISCO CATALYST C8300-2N2S-6T ROUTER Upgrade Installation Included Included in option: C8300-2N2S-6T CISCO CATALYST C8300-2N2S-6T ROUTER CON-SNT-C8302S6T SNTC-8X5XNBD CISCO CATALYST C8300 C8000-HSEC U.S. EXPORT RESTRICTION COMPLIANCE LICEN NIM-4FXO 4PT NTWK I/F MOD FXO UNIV NIM-2MFT-T1/E1 2PT MULTIFLEX TRUNK VOICE/CLEAR-CH DATA C-SM-NIM-ADPT CISCO CATALYST SM TO NIM MODULE ADAPTOR NIM-PVDM-64 NIM WITH 64-CHANNEL DSP DNA-P-T1-E-3Y CISCO DNA ESSENTIALS ON-PREM LIC 3Y - UP SVS-PDNA-T1-E3Y SOLUTION SUPPORT FOR SW - DNA ESSENTIALS C-SM-16P4M2X= CISCO CATALYSTEDGE SM 16-PORT 1G 4-POR	\$10,925.20	1	\$10,925.20
5P1500RT EATON 5P 1500 RT2U UPS 	\$778.75	1	\$778.75
Section Subtotal			\$26,918.67

Subtotal: **\$88,656.93**

Software

Description	Price	Qty	Ext. Price
SS-CPF One-Time Onboarding Fee One-Time Onboarding Fee	\$796.95	1	\$796.95
SSF-USR 500 InformaCast Fusion Users TERM 5 Year(s) Base Subscription up to 250 InformaCast Fusion Users TERM 1 Year(s)	\$25,944.00	1	\$25,944.00



alpha
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Software

Description		Price	Qty	Ext. Price
SVS-FLEX-SUPT-BAS	Basic Support FLEX Plan	\$0.00	1	\$0.00
A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	701	\$0.00
A-FLEX-P-CA	Common Area Smart License (1)	\$0.00	292	\$0.00
A-AUD-U-TA-ITF	Global Toll Free	\$0.00	1	\$0.00
A-FLEX-WXA-MTG-ENT	Webex Assistant for Meetings Entitlement	\$0.00	701	\$0.00
A-FLEX-EDU-RATIO	Ratio Exception - Compliance Hold	\$0.00	1	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	701	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	701	\$0.00
A-AUD-EDGEAUD-USER	Webex Edge Audio	\$0.00	500	\$0.00
A-FLEX-SME-S	Session Manager	\$0.00	1	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	14016	\$0.00
A-AUD-EDU-VOIP	Included VoIP for Education	\$0.00	1	\$0.00
A-FLEX-EXP-PAK	Expressway Product Authorization Key	\$0.00	1	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License	\$0.00	993	\$0.00
A-FLEX-P-ER	Emergency Responder Smart Licens	\$0.00	1752	\$0.00
A-FLEX-P-ACC	Access Smart License	\$0.00	117	\$0.00
A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	\$0.00	29200	\$0.00
A-FLEX-SW-12.5-K9	On-Premises & Partner Hosted Calling SW Bundle v12.5	\$0.00	1	\$0.00



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Software

Description	Price	Qty	Ext. Price
A-FLEX-SRST-E SRST Endpoints	\$0.00	701	\$0.00
A-FLEX-MSUITE-FAC Cloud Meetings Entitlement for Faculty/Staff	\$0.00	701	\$0.00
A-FLEX-P-EA On-Premises Smart License	\$0.00	701	\$0.00
A-FLEX-EXP-RMS Expressway Rich Media Session	\$0.00	117	\$0.00
A-AUD-TOLLDIALIN Meetings Toll Dial-In Audio	\$0.00	6000	\$0.00
A-FLEX-EAPL-EDU ENTW ON-PREMISES CALLING FOR EDUCATION	\$7.62	584	\$4,450.08
Subtotal:			\$31,191.03

Services

Description	Price	Qty	Ext. Price
French Creek Elementary School			
Labor and Cabling Cat5E Labor Drop	\$278.16	1	\$278.16
AT-PROSERVICE Installation and Configuration of System	\$120.00	38	\$4,560.00
Section Subtotal			\$4,838.16
Buckhannon-Upshur Middle School			
AT-PROSERVICE Installation and Configuration of System	\$120.00	88	\$10,560.00
Section Subtotal			\$10,560.00
Tennerton Elementary School			
Labor and Cabling Cat5E Labor Drop	\$278.16	2	\$556.32
AT-PROSERVICE Installation and Configuration of System	\$120.00	38	\$4,560.00



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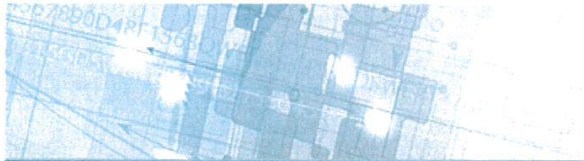
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Services

Description		Price	Qty	Ext. Price
Section Subtotal				\$5,116.32
Rock Cave Elementary School				
Labor and Cabling	Cat5E Labor Drop	\$278.16	2	\$556.32
AT-PROSERVICE	Installation and Configuration of System	\$120.00	33	\$3,960.00
Section Subtotal				\$4,516.32
Union Elementary School				
Labor and Cabling	Cat5E Labor Drop	\$278.16	2	\$556.32
AT-PROSERVICE	Installation and Configuration of System	\$120.00	48	\$5,760.00
Section Subtotal				\$6,316.32
Washington District Elementary School				
Labor and Cabling	Cat5E Labor Drop	\$278.16	2	\$556.32
AT-PROSERVICE	Installation and Configuration of System	\$120.00	38	\$4,560.00
Section Subtotal				\$5,116.32
Buckhannon Academy Elementary School				
Labor and Cabling	Cat5E Labor Drop	\$278.16	2	\$556.32
AT-PROSERVICE	Installation and Configuration of System	\$120.00	88	\$10,560.00
Section Subtotal				\$11,116.32
Buckhannon-Upshur High School				



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Services

Description		Price	Qty	Ext. Price
Labor and Cabling	Cat5E Labor Drop	\$278.16	4	\$1,112.64
AT-PROSERVICE	Installation and Configuration of System	\$120.00	109	\$13,080.00
Section Subtotal				\$14,192.64
Hodgesville Elementary School				
Labor and Cabling	Cat5E Labor Drop	\$278.16	4	\$1,112.64
AT-PROSERVICE	Installation and Configuration of System	\$120.00	33	\$3,960.00
Section Subtotal				\$5,072.64
Upshur County Transportation Garage				
AT-PROSERVICE	Installation and Configuration of System	\$120.00	28	\$3,360.00
Section Subtotal				\$3,360.00
Upshur County Board of Education Central Office				
AT-PROSERVICE	Installation and Configuration of System	\$120.00	41	\$4,920.00
Section Subtotal				\$4,920.00
Subtotal:				\$75,125.04



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Upshur County Schools COPS Upgrades Project - Base Bid

Prepared by:

Alpha Technologies, Inc.

James Stewart
304-201-7485
jstewart@alpha-tech.us

Prepared for:

Upshur County Schools

102 Smithfield Street
Buckhannon, WV 26201
Quinton Oldaker
(304) 472-5480
qoldaker@k12.wv.us

Quote Information:

Quote #: 1004509

Version: 2
Delivery Date: 11/07/2021
Expiration Date: 11/09/2021

Quote Summary

Description	Amount
Hardware	\$88,656.93
Software	\$31,191.03
Services	\$75,125.04
Total:	\$194,973.00

Alpha Technologies, Inc.

Upshur County Schools

Signature: _____

Name: James Stewart

Title: Infrastructure Sales Engineer

Date: 11/07/2021

Signature: _____

Name: Quinton Oldaker

Date: _____



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Terms and Conditions

Alpha Technologies, Inc. Quote Terms and Conditions

Alpha Technologies, Inc.

Quote Terms and Conditions

The following Terms and Conditions shall apply to the attached Quote and all Services provided by Alpha Technologies, Inc. ("Alpha") to Upshur County Schools ("Customer"), under this Quote:

Functionality:

The items on the above reference Quote have been proposed per the client's specifications. If the Customer's specifications are found to be inadequate or otherwise unsuitable, Alpha may incur additional costs in fulfilling the requirements of this Quote, in which case Customer shall bear the cost of any related re-work or additional effort required by Alpha at Alpha's Standard Rates.

Additional Terms:

- 80% of the total in the form of a deposit shall be paid to Alpha in advance of placing related orders, and the remainder (net) shall be due and payable upon delivery.
- A 15% restocking fee shall be due and payable by Customer if any related order or portion thereof is canceled after merchandise has been shipped.
- Tax and Shipping will be added to the invoice, and shall be the responsibility of Customer.
- Hardware delivery, installation, and set-up will be billed at our Standard Rates. Alpha travel expenses and mileage are based on current government travel rates, which are subject to change without notice.
- Alpha Technologies Inc., explicitly disclaims any warranties, expressed or implied (including any warranty of fitness and merchantability) as to the hardware listed in this Quote. Manufacturer's warranties shall apply.
- Hardware not under a maintenance contract is subject solely to the manufacturer's warranty.
- Software configuration, installation and training will be billed at our Standard Rates.
- Alpha Technologies Inc., makes no representation or warranty as to the capabilities of any listed software to satisfy any need or stated requirement of the client.
- All installation, configuration, and training hours listed in the Quote are estimates. Actual hours will be billed as incurred at our Standard Rates.
- Customer shall ensure that Alpha has access to all areas and facilities necessary to complete the work under this Quote. All time estimates are based on immediate access to equipment and to areas of installation. Costs incurred by Alpha due to delay's resulting from Customer's failure to provide access as required to complete the work under this Quote shall be billed separately at Alpha's Standard Rates.
- Alpha shall not be liable for any indirect, special, or consequential damages or lost profits, arising from or related to this agreement or the performance or breach thereof, even if Alpha has been advised of the possibility thereof. Alpha's liability to the Customer hereunder, if any shall in no event exceed the total of the amounts paid to Alpha hereunder by the Customer.
- Alpha and Customer agree, upon execution of this Quote, and for one year thereafter, that each party is prohibited from, and shall refrain from, soliciting any employee or contractor of the other party, or to hire any employee or contractor of the other party. Violation of this prohibition shall result in the violating party immediately paying the violated party the equivalent of the employee or contractor's salary for the period of one year.
- Invoices are due and payable upon receipt. A periodic rate of one and one-half percent (1.5%) of the outstanding balance shall be charged monthly, as a finance charge, on any balance past due by more than thirty (30) days. In any case, the minimum monthly finance charge shall be \$1.50.
- Alpha's Standard Rates are those hourly rates in effect at the time this Quote is accepted by Customer, which shall be the rates billed to Customer.



Web: www.alpha-tech.us

Our Terms and Conditions and required hours have been estimated to keep the cost of the customized system and equipment competitive and to be able to propose the latest in technology to our clients. We do not normally stock computers and we desire a commitment from the client to eliminate costly restocking and handling fees. With our terms: "80 percent deposit required to order; net upon delivery and installation", we can achieve these ends.

AGREEMENT

This Agreement is entered into this 18th day of November 2021, by and between the County Commission of Upshur County, ("Commission"), the Board of Education of the County of Upshur ("Upshur BOE"), and Alpha Technologies, Inc. ("Contractor").

WHEREAS, the Commission has received funding under the COPS School Violence Prevention Program to improve security at schools and on school grounds through school safety programs, and

WHEREAS, the Upshur BOE has together identified school sites at which they desired to retain a qualified contractor to provide services, hardware, and software necessary for the installation of a new mass communication system, and

WHEREAS, following a public bid process, Contractor was identified as the lowest responsible bidder to provide such services, hardware, software, and installation, and

WHEREAS, the parties collectively desire to memorialize in writing their agreement by which Contractor will provide such services, hardware, software, and installation.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows.

1. Scope of Work. Contractor will perform the scope of work outlined in Section 3 of the Request for Proposal dated June 29, 2021, and titled "Upshur County, West Virginia COPS Notification System Upgrades Project" to which Contractor responded, and which is incorporated by reference into this Agreement in its entirety. Contractor is responsible for the design and installation plan for each site, will obtain any necessary permits, and will complete the scope of work within the required timeline. Contractor must at all times furnish sufficient skilled workers, materials, and equipment to perform the work in strict conformance with the contract documents and to the entire satisfaction of the Commission and the Upshur BOE, so as to complete the project by the Date for Substantial Completion. All materials and equipment provided must be free from all defects, and fit for the purpose for which intended.

2. Implementation Plan. Prior to commencing installation, Contractor will develop and submit a detailed, written plan, and proposed schedule of installation to the Technology Department for the Upshur BOE. The Technology Department shall give written permission to begin installation before installation actually commences. The lead person for this project from the Technology Department shall mean Quinten Oldaker, Upshur County Technology Systems Specialist (qoldaker@k12.wv.us), or his successors if identified by the Upshur BOE during the course of this Agreement.

Installation may occur only during non-school hours, which shall be deemed to include weekday evenings (4:00 p.m. until 6:00 a.m. the following day), weekends (4:00 p.m. Friday through 6:00 a.m. Monday), holidays, summer recess, and other days when students are not present. Please contact Quinten Oldaker for questions regarding this.

3. Substantial Completion. Work on the Project may begin as soon as this Agreement is signed, and Contractor's Implementation Plan has been approved. Work must be substantially complete by July 1, 2022, unless the parties agree to a different completion date. For purposes of this Agreement, "substantially complete" means that the work is essentially complete in accordance with this Agreement and ready for full occupancy or use by the Board of

Education in the manner intended without unreasonable inconvenience or discomfort, as determined by the Commission and Upshur BOE.

Time is of the essence. The dates above are of the essence of this Agreement. Contractor will prosecute its work in accordance with the dates above, including any amendment thereto.

Contractor will give the Technology Department written notice of any delay affecting its work within ten (10) days of the commencement of the delay, along with the reasons for the delay. The failure to give the required notice constitutes an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. Upshur BOE in their sole and reasonable discretion will determine whether a delay entitles the Contractor to an extension of time. Any extensions of time will only be granted pursuant to a written amendment to this Agreement.

4. Corrective Action. If the Upshur BOE determines that the Contractor is not cooperating or coordinating its work properly with any subcontractors, not supplying sufficient skilled workers, not cleaning up the project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the work in strict conformance with this Agreement, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR MUST IMMEDIATELY, AND IN NOT LESS THAN 48 HOURS AFTER NOTICE OF SUCH DETERMINATION,, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY UPSHUR BOE, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN 10 DAYS OF SUCH NOTICE AND/OR, (3) IF UPSHUR BOE INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, MUST IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the project. Such corrective action will be taken and continued uninterruptedly without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated.

5. Contract Sum. The Contract Sum to be paid by the Commission to the Contractor, as provided herein, for the satisfactory performance and completion of the project and all of the duties, obligations and responsibilities of the Contractor under this Agreement is One Hundred Ninety-Four Thousand Nine Hundred and Seventy-Three Dollars (\$194,973.00). The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor is responsible to pay any such taxes. The Contract Sum also includes the cost of any permits required for the Work.

Without prejudice to any of the Owner's rights and remedies under Agreement, if the Contractor fails to submit payment applications and any required documentation, and the Commission has provided written notice of such failure, but the Contractor has not responded, then, not less than 90 days after the written notice to the Contractor to do so has been provided to the Contractor, the balance of the Contract Sum will remain and become the sole possession of the Commission.

6. Liquidated Damages. The Contractor will have its work substantially complete by the date given in Paragraph 3 above, unless the date is extended by the parties. If the Contractor does not have its work on the project substantially complete by the date stated in

Paragraph 3 or as otherwise agreed by the parties, the Contractor will pay the Commission (and the Commission may set off from sums coming due the Contractor) liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each calendar day beyond the date for substantial completion as extended in accordance with this Agreement.

The Contractor acknowledges by signing this Agreement that the amount of liquidated damages represents a reasonable estimate of the actual damages the Board of Education would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the school sites, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Commission and Upshur BOE harmless from any claims, and if the work on the project is accelerated because of delay, for all costs related to the acceleration of the work, as provided in this Agreement.

7. Limitation of Liability. The Commission's, and Upshur BOE's combined total liability under this Agreement is limited to the Contract Sum described in Paragraph 5 above, unless increased by written agreement of the parties. Under no circumstances will the elected officials, officers, employees, board members, or agents of the Commission, Upshur BOE be personally liable for any obligations or claims arising out of or related to this Agreement.

8. Payment. All payment applications must be accompanied by proof of the Contractor's payments to material suppliers or subcontractors, as was necessary for the work performed at the relevant site. The Commission may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Commission or Upshur BOE from loss because of:

- (a) The Contractor's default or failure to perform any of its obligations under this Agreement, including but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to this Agreement; failure to conform to the project time schedule; and failure to follow the directions of or instructions from the Commission, or the Upshur BOE;
- (b) The work has not proceeded to the extent set forth in the application for payment;
- (c) Any representations made by the Contractor are untrue;
- (d) The failure of the Contractor to make payments to its material suppliers or subcontractors;
- (e) Damage to the Commission's, or Upshur BOE's property or the property of another person or laborer;
- (f) The determination that there is a substantial possibility that the work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (g) Liens filed or reasonable evidence indicating the probable filing of such liens.

The Contractor shall submit payment applications to the Technology Department for the County in which work reflected on the payment application has been performed. The Superintendent for each County will approve the payment application and forward approved applications to the Commission for payment. The Commission will pay the Contractor within thirty (30) days after receipt of the approved Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Commission may establish a cut-off date for the submission of the payment application.

9. Change Orders. A Change Order is a written instrument signed by the parties stating their agreement upon a change in the work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the project time schedule, if any. Any work that is beyond the scope of the work specified for the project or that modifies the work specified for the project must be approved through a written Change Order signed by the parties evidencing their agreement. If the parties are unable to agree on the terms of a Change Order, the Contractor will proceed to perform the work without delay, and the Commission, and Upshur BOE may issue a construction change directive or field work order to document the change and the basis on which work will proceed until the issue is resolved and an appropriate Change Order prepared and signed by the parties.

10. Claims and Disputes. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of this Agreement, payment of money, extension of time, or other relief with respect to the terms of this Agreement, provided that the Owner's decision to adjust or withhold payment under Paragraph 8 will not be considered a Claim. The responsibility to substantiate claims rests with the party making the Claim.

Claims must be made by written notice. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein must be given before proceeding to execute the Work. If the Contractor wishes to make a Claim for additional time, the Contractor must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim will be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the scope of work, then the observing party will give written notice to the other party promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Commission, or Upshur BOE will issue an appropriate Change Order.

The Contractor must make all claims in writing within ten days after the occurrence of the event giving rise to the Claim. Failure to do so is an irrevocable waiver of the Claim. Within

10 days of its receipt of a written request, the Contractor will make available to the Technology Department any books, records, or other documents in its possession or to which it has access relating to any Claim and will require its Subcontractors, regardless of tier, and materialmen to do likewise. If a Claim has not been resolved within fourteen (14) days after submission to the other party, unless agreed otherwise in writing by the parties, the Claimant's exclusive remedy is to file suit in the Circuit Court of Upshur County.

11. Default of the Contractor. Each of the following constitutes an event of default of the Contractor:

- (a) The Contractor's failure to perform any of its obligations under this Agreement and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof or such lesser time as is provided in this Agreement, or
- (b) The Contractor's failure thereafter to use its best efforts to correct such failure, or
- (c) Except when an extension of time is granted in writing by the Commission, and the Upshur BOE, to correct such failure within ten (10) days after receipt of written notice thereof.
- (d) The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.

12. Remedies in the Event of Default. Upon the occurrence of an event of default the Commission, and the Upshur BOE will have the following remedies, which are cumulative:

- (a) Order the Contractor to stop the Work, which the Contractor will do immediately;
- (b) To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;
- (c) To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Commission, and the Upshur BOE for such purpose, and to employ any person or persons to complete the work, including the Contractor's employees, and the Contractor will not be entitled to receive any further payment until the work is completed; and/or,
- (d) All other remedies which the Commission, and the Upshur BOE may have at law or in equity or otherwise under This Agreement.

If the Agreement is terminated pursuant to this Paragraph, the termination of this Agreement is without prejudice to any other rights and remedies, including without limitation the right to be indemnified by the Contractor.

If the unpaid balance of the Contract Sum exceeds the cost of finishing the project, including any costs, expenses or damages incurred as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Commission's, or Upshur BOE's staff, such excess will be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Commission. The obligations under this Paragraph will survive the termination of this Agreement.

13. Termination for Convenience. The Commission, and the Upshur BOE, in their discretion and without cause, by written notice to the Contractor terminate this Agreement for their convenience.

Upon receipt of a written notice from the Technology Department terminating this Agreement without cause and for the Commission's, or Upshur BOE's, convenience, the Contractor will (i) immediately cease performing the work, unless otherwise directed by the Technology Department, in which case the Contractor will take the action directed by the Technology Department, (ii) take all reasonable and necessary action to protect and preserve the work, and (iii) unless otherwise directed by the Technology Department, terminate all agreements with Subcontractors and suppliers.

If this Agreement is terminated without cause and for convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Commission will pay the Contractor (i) for work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for work performed under this Agreement, including overhead and profit up to the date of termination, (ii) for work performed at the direction of the Technology Department on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders, (iii) for work necessary to protect and preserve the work, as determined by the procedures applicable to Change Orders, (iv) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and (v) other costs incurred by the Contractor directly as a result of the termination of this Agreement.

If this Agreement is terminated without cause for convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor is entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

14. Insurance and Indemnification. The Contractor must maintain general liability insurance in the minimum amount of \$1,000,000, worker's compensation coverage as required by West Virginia law. The Commission, and Upshur BOE will be named as additional insureds on the insurance provided, and the Contractor will provide a certificate of insurance with the Commission, and the Upshur BOE, identified as the holder of the certificate.

Insurance furnished by the Upshur BOE, if any, is not intended to and will not cover equipment and materials before they are physically incorporated into the work or tools. The Contractor bears the entire risk of loss with respect to tools, equipment, and materials. Nor will Upshur BOE provide a separate builder's risk insurance policy for the project.

The parties waive all rights against each other and against the Subcontractors, Sub-subcontractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

To the maximum extent permitted by law, the Contractor will indemnify and hold harmless the Commission, and the Upshur BOE, and their respective consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the work, including but not limited to the failure of the Contractor to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with this Agreement, and/or claims related to the removal, handling, or use of any hazardous materials. The Commission may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under this Agreement.

In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Agreement will not be limited by a limitation on amount or type of damages, compensation, or benefits payable for the Contractor or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts. The Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

15. Warranties. In addition to any other warranties, guarantees, or obligations set forth in this Agreement or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- (a) The Upshur BOE will have good title to the work and all materials and equipment incorporated into the work will be new or like new;
- (b) The work and all materials and equipment incorporated into the work will be free from all defects, including any defects in workmanship or materials;
- (c) The work and all equipment incorporated into the work will be fit for the purpose for which intended; and
- (d) The work and all materials and equipment incorporated into the work will conform in all respects to this Agreement.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under this Agreement, the Contractor, in addition to any other requirements in this Agreement, will commence to correct such breach and all damage resulting therefrom within 48 hours after written notice thereof, thereafter use its best efforts to correct such breach and damage to the satisfaction of the Commission, the Upshur BOE, and, except when an extension of time is granted in writing, correct such breach and damage to the satisfaction of the Commission, and the Upshur BOE, within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period will be extended to 7 days. If the Contractor fails to commence to correct such breach and damage, or to correct

such breach and damage as provided above, the Commission and the Upshur BOE, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice will pay the respective BOE, within 10 days after the date of such notice, all of the BOE costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation their administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor will survive the final payment and/or termination of this Agreement. If the Contractor fails to pay any amounts due under this Paragraph 15, the Contractor will pay in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

16. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Commission, the Upshur BOE requires the signature of the President or Superintendent acting under the authority of a specific resolution. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this section.

17. Assignment. The Contractor may not assign this Agreement without the written consent of the Commission, and the Upshur BOE, which they may withhold in their sole discretion.

18. Third Parties. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against any of the parties to this Agreement.

19. Law and Jurisdiction. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of West Virginia. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, must be brought in the Circuit Court of Upshur County or another local court having subject matter jurisdiction of the issue, and each party hereby expressly consents to the jurisdiction of such court. The parties waive their right to remove any action filed in a state or local court to federal court.

20. Statute of Limitations. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming work that is not discovered by the Commission, or the Upshur BOE will not commence until the discovery of such defective or non-conforming work.

21. Notices. Notices, requests, or demands by either party must be in writing, unless otherwise expressly authorized, and must be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, or email and, in the case of the Upshur BOE addressed to the Technology Systems Specialist set forth in Paragraph 2 of this Agreement marked and, in the case of the Contractor. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands will be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at

the address provided herein during normal business hours; upon the expiration of 48 hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission or email, upon the expiration of twenty-four (24) hours after the transmission is sent.

22. Construction. The parties acknowledge that each party has reviewed this Agreement and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it or them.

23. Approvals. Except as expressly provided herein, the approvals and determinations of the Commission and the Upshur BOE, are subject to their sole discretion and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.

24. Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect, and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

25. Compliance with Laws and Regulations. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Without limiting the foregoing, the Contractor, at its sole expense, will comply with the following, which govern projects involving schools or conducted on school grounds:

- (a) Contractor will complete a Contractor's Certification of Eligibility certifying its compliance with W. Va. Code Section 5A-3-10a, and certifying that it is not in debt to the State of West Virginia or any of its political subdivisions for the amount of \$1,000 or greater.
- (b) Contractor must comply with W. Va. Code Section 18-5-15c, which requires Contractor to verify the criminal records of any employees who may have unaccompanied access to school grounds or direct unaccompanied contact with students. Contractor must ensure that no individual having a qualifying offense listed in W. Va. Code Section 18-5-15c shall be granted access to school facilities. Contractor also must provide the written verification required by W. Va. Code Section 18-5-15c before commencement of any work, and throughout the project if employees are newly added to the project.
- (c) Contractor will ensure that its employees, agents, representatives, Subcontractors, consultants, or others under its direction comply with prohibitions in West Virginia law concerning the possession of drugs, alcohol, tobacco, or weapons on school grounds.
- (d) Contractor must complete the attached "Certification Regarding Lobbying" and if necessary, the attached "Disclosure of Lobbying

Activities” and return them to the Commission prior to commencing work under this Agreement.

26. Project Safety. The Contractor will follow all applicable safety and health regulations during the progress of the project and will monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Commission, and the Upshur BOE assume no responsibility for the development, review, or implementation of the any project safety plan or for project safety and have no authority to direct the means and methods of the Contractor.

27. Equal Opportunity. The Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor will ensure that each of its Subcontractors, regardless of tier, will state in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

28. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives effective as of the date first set forth above.

Board of Education of the County of Upshur

Alpha Technologies

By: _____

By: _____

Date: _____

Date: _____

11/12/2021

County Commission of Upshur County

By: _____

Date: _____

Upshur County Commission

Pest Control Contract
Renewable for up to 3 years

Deadline for the
Submission of Sealed Bid
4:00 pm Wednesday
December 15, 2021

Request for Bids ----->

Scope of Work ----->

Pesticide Applicator Licensing & Certification Requirements ----->

Certificate of Eligibility ----->

Affidavit of Non-Collusion ----->

Drug Free Workplace Conformance Affidavit ----->

Sample Agreement ----->

Request for Bids
Pest Control Contract
Renewable for up to 3 Years

Publish: November 23rd and 30th

The Office of the Upshur County Commission is requesting sealed bid proposals for the above referenced project located at various County owned properties throughout Upshur County, West Virginia. Property addresses are included in the scope of work (available upon request).

Contractors must provide an Itemized quote for monthly treatment of each property. Quotes must include all fuel, labor (compliance with West Virginia prevailing wage regulations are **not** required) materials and any other applicable fees. The Upshur County Commission is a tax-exempt entity.

Bidders must meet all minimum requirements set forth in the "Certified Pesticide Applicator Rules", Title 61, of the Legislative Rule for the West Virginia Department of Agriculture for Urban Integrated Pest Management.

Successful bidder will be required to furnish the following documentation before work may commence:

- West Virginia Business License
- Certificate of Liability Insurance naming the Upshur County Commission as an additional insured \$1,000,000 minimum general liability coverage
- Certificate of Coverage of Workers' Compensation or Approved Waiver
- West Virginia Pesticide Certification
- Affidavit of Non-Collusion
- Drug Free Workplace Conformance Affidavit
- Any Additional Documentation as Required by the Owner

The Upshur County Commission reserves the right to award the bid for the project based upon certain criteria, including but not limited to, submitted bid price, references and/or any other factor determined to be in the best interest to the completion of the contract.

Any and all sealed bids must be received no later than 4 p.m. on
Wednesday, December 15, 2021 at the following address:

Office of the Upshur County Commission
Sealed Bid – Pest Control Contract
91 W Main St., Suite 101
Buckhannon, WV 26201

A bid packet, including the scope of work, is available at the address listed above or online at http://www.upshurcounty.org/government/commission_office/bid.php. Questions can be directed to the County Commission office by calling (304) 472-0535 x.3, or e-mailing clwallace@upshurcounty.org.

Sealed bids received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:05 a.m. on Thursday, December 16, 2021. The Upshur County Commission reserves the right to reject any and all bids, in whole or in part, and waive any informality during the bidding process.

Scope of Work
Pest Control Contract

The Office of the Upshur County Commission is requesting sealed bid proposals for the above referenced project located at the following County owned properties throughout Upshur County, West Virginia:

Upshur County Courthouse - 40 W. Main St., Buckhannon, WV 26201
Upshur County Courthouse Annex – 38 W. Main St., Buckhannon, WV 26201
Old County Jail – 12 S. Locust St., Buckhannon, WV 26201
Maintenance Office – 2 Chancery St., Buckhannon, WV 26201
Communication Center/Office of Emergency Management – 181 Pallottine Dr., Buckhannon, WV 26201
Administrative Annex and WVU Extension Office – 91 W. Main St., Buckhannon, WV 26201
Upshur County Health Department – 15 N. Locust St., Buckhannon, WV 26201
Emergency Medical Services Garage/Office – 164 Pocahontas St., Buckhannon, WV 26201
Lewis-Upshur Animal Control Facility – 318 Mudlick Rd., Buckhannon, WV 26201
Upshur County Public Library – 1150 Rt. 20 S., Buckhannon, WV 26201
Buckhannon-Upshur Recreational Park** (Pool Facility, Concession Stand and Pavilion) – 308 B-U Drive, Buckhannon, WV 26201
James W. Curry Library & House – 1721 Brooks Hill Rd., French Creek, WV 26218
Community Corrections/Day Report Center – 85 West Main Street, Buckhannon, WV 26201
Hampton Community Building – 156 Hampton Rd., Buckhannon, WV 26201

**** This location will only receive treatment during the months of May – September or as directed.**

Additional locations may be added during the contract period without re-bid so long as both parties agree to the cost.

Indoor versus outdoor treatment will be at the discretion of the Commission after consulting with the Contractor.

Contractor's Certification of Eligibility

The contractor certifies, by acceptance of this contract and signature on the agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department / agency or any state department / agency.

In addition, the contractor certifies, by acceptance of this contract and signature on the agreement, that no debt in an amount greater than one thousand dollars (\$1,000) is owed to the state or any political subdivision thereof (WV Code §5A-3-10a) and is eligible for the award of this contract.

My signature below indicates and certifies that this information is true and complete to the best of my knowledge and I fully understand the Owner may take appropriate action for making a false statement.

Please Print Name of Firm; and Name and Title of Individual Signing Certification

Signature

Date

Affidavit of Non-Collusion

Upshur County, WV
Pest Control Contract

State of _____
County of _____

I, _____ (name and title) representative for
_____ (vendor) being duly sworn does depose, say and certify :

Said vendor has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Pest Control Contract in Upshur County, WV.

Vendor

Name and Title of authorized representative

State of _____
County of _____

The foregoing affidavit was acknowledged before me this ____ day of _____, 2021
by _____ representative for _____.

Notary

Commission expiration date

(seal)

Agreement Between Owner and Contractor
On the Basis of a Stipulated Price

_____, 2021

THIS AGREEMENT is by and between the County Commission of Upshur County, West Virginia ("OWNER") and _____ ("CONTRACTOR") for monthly pest control treatment of various County owned properties throughout Upshur County West Virginia. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Section 1 – Work

Contractor shall complete all work as specified or indicated in written or oral form, which will include at least the following items: Monthly indoor and outdoor treatment of the properties listed below:

Upshur County Courthouse - 40 W. Main St., Buckhannon, WV 26201

Upshur County Courthouse Annex – 38 W. Main St., Buckhannon, WV 26201

Old County Jail – 12 S. Locust St., Buckhannon, WV 26201

Maintenance Office – 2 Chancery St., Buckhannon, WV 26201

Communication Center/Office of Emergency Management – 181 Pallottine Dr., Buckhannon, WV 26201

Administrative Annex and WVU Extension Office – 91 W. Main St., Buckhannon, WV 26201

Upshur County Health Department – 15 N. Locust St., Buckhannon, WV 26201

Emergency Medical Services Garage/Office – 164 Pocahontas St., Buckhannon, WV 26201

Lewis-Upshur Animal Control Facility – 318 Mudlick Rd., Buckhannon, WV 26201

Upshur County Public Library – 1150 Rt. 20 S., Buckhannon, WV 26201

Buckhannon-Upshur Recreational Park** (Pool Facility, Concession Stand and Pavilion) – 308 B-U Drive, Buckhannon, WV 26201

James W. Curry Library & House – 1721 Brooks Hill Rd., French Creek, WV 26218

Community Corrections/Day Report Center – 85 West Main Street, Buckhannon, WV 26201

Hampton Community Building – 156 Hampton Rd., Buckhannon, WV 26201

**** This location will only receive treatment during the months of May – September or as directed**

Additional locations may be added during the contract period without re-bid so long as both parties agree to the cost.

Indoor versus outdoor treatment will be at the discretion of the Commission after consulting with the Contractor

Section 2 – Time Period for Project Completion

This contract agreement is for a period of three (3) years following the acceptance of award and signature of this agreement. Either party reserves the right to cancel this agreement, in whole or in part, given thirty (30) days written notice to the other party.

Section 3 – Required Documentation from Contractor

Contractor shall furnish any and all requested and/or required documentation, including but not limited to the following:

- West Virginia Business License
- Certificate of Insurance
- Certificate of Coverage of Workers' Compensation or Approved Waiver
- West Virginia Pesticide Certification
- Affidavit of Non-Collusion
- Drug Free Workplace Conformance Affidavit
- Any Additional Documentation as Required by the Owner

Section 4 – Sub-Contractor Restriction

Contractor shall not employ any sub-contractor to complete any work for any portion of this project without expressed written approval from the Owner.

Section 5 – Bid Price for Project

Owner shall pay the Contractor no more than the sum listed below per treatment at each location.

Upshur County Courthouse : _____
 Upshur County Courthouse Annex : _____
 Old County Jail : _____
 Maintenance Office : _____
 Communication Center/Office of Emergency Management : _____
 WVU Extension Office (91 West Main St.): _____
 Administrative Annex (91 West Main St.): _____
 Upshur County Health Department : _____
 Emergency Medical Services Garage/Office : _____
 Lewis-Upshur Animal Control Facility : _____
 Upshur County Public Library : _____
 Buckhannon-Upshur Recreational Park: _____
 James W. Curry Library & House : _____
 Community Corrections/Day Report Center: _____
 Hampton Community Building: _____

Total Anticipated Monthly Charge: _____

** This charge will decrease in the months of October – April as the Buckhannon-Upshur Recreational Park will not receive service.

Section 6 – Payment Procedures

Contractor shall submit an Application for Payment or an Invoice for Payment to the Owner on a monthly basis, within five (5) business days following the completion of treatment. Individual invoices must be submitted for each property. Owner shall have thirty (30) days from the date the invoice is received to issue payment, less any disputed charges. Preferred method of payment is mastercard credit card.

Section 7 – Contractor's Representations

By signature on this agreement the undersigned representative of the Contractor makes the following representations:

- 1) Contractor has examined and studied any documentation related to the scope of work for this project as outlined in Section 1 of this agreement. Such documentation is sufficient to indicate and convey understanding for performance and furnishing of the work.
- 2) Contractor has visited the sites and/or is familiar with and is satisfied as to the general or local site conditions that may affect cost, process and performance of the work.
- 3) Contractor agrees that compliance with any federal, state, and/or local law and/or regulation is their sole responsibility and not the responsibility of the Owner.
- 4) Contractor does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of this work at the stated contract price, within the contract time period, and in accordance with any other terms and conditions so stated.

Section 8 – Miscellaneous

Successors and Assigns:

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained herein.

Severability:

Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor.

This Agreement will be effective on the ____ day of _____, 2021.

OWNER:

CONTRACTOR:

County Commission of Upshur County

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest: _____

Attest: _____

Address for Giving Notices:

Address for Giving Notices:

Office of the Upshur County Commission
91 W. Main St., Suite 101
Buckhannon, WV 26201

Telephone: 304 / 472.0535
Facsimile: 304 / 473.2802

Telephone:
Facsimile:

WV-73

Approved / April 30, 2020



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
 (Company Name)
2. I do hereby attest that _____
 (Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

Taken, subscribed and sworn to before me this _____ day of _____, _____.

By Commission expires _____

(Seal)

 (Notary Public)

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

“UPSHUR COUNTY COMMISSION” (“the Company”) may obtain information about you from a third-party consumer reporting agency for employment purposes (including independent contractor or volunteer assignments, as applicable). This information may be obtained in the form of a “consumer report” and/or an “investigative consumer report” (commonly known as a “background report”). These reports may contain information regarding your criminal history, social security verification, and motor vehicle records (“driving records”), verification of your education or employment history, drug screening or other background checks. This information may be obtained from private and public record sources, including, as appropriate: government agencies and courthouses and educational institutions. The reports may also include information about your character, general reputation, personal characteristics, mode of living, etc., which can involve personal interviews with individuals or companies that you have listed as a reference, former employer, etc. A more comprehensive background investigation may be required pursuant to state or federal law, contract agreement or for certain sensitive positions (such as those with significant financial responsibilities).

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you, disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the nature and scope of any investigative consumer report obtained with regard to applicants for employment is an investigation conducted by Reference Services, Inc. (RSI). RSI is located and can be contacted by mail at 101 Plaza East Blvd, Suite 300, Evansville, IN 47715, and RSI can be contacted by phone at (812) 474-9000. Information about RSI’s privacy policy is available at the following link: <http://www.referenceservices.com/wp-content/uploads/2013/09/RSI-Consumer-Information-Privacy-Policy.pdf>.

Signature: _____ Date: _____

ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled "Disclosure Regarding Background Investigation" and "A Summary of Your Rights under the Fair Credit Reporting Act" and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the **UPSHUR COUNTY COMMISSION** at any time after receipt of this authorization and throughout my employment, or status as an Advisor, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all drug screening and background information requested by Reference Services, Inc. [101 Plaza East Blvd, Suite 300, Evansville, IN 47715, (800)881-0754, www.referenceservices.com] and/or the Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

New York applicants only: Upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law

Washington State applicants only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Minnesota and Oklahoma applicants only:

Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. ☐

California applicants only:

Under California Civil Code section 1786.22, you are entitled to find out what is in the CRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The CRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the CRA file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. CRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the CRAs.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the CRA require additional information concerning your employment and personal or family history in order to verify your identity. The CRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. A CRA may require you to furnish a written statement granting permission to the CRA to discuss your file in such person's presence.

Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. ☐

BACKGROUND INFORMATION

Last Name _____ First _____ Middle _____

Other Names/Aliases Used _____

Social Security Number* _____ Date of Birth* _____

Driver's License Number _____ State of Driver's License _____

Current Address – Address, City, State, Zip _____

Previous Address – Address, City, State, Zip _____

Previous Address – Address, City, State, Zip _____

Phone Number _____ Email Address _____

Permission to contact current employer for employment and reference verifications: ☐ Yes ☐ No

Signature _____ Date _____

*This information will be used as identification for background screening purposes only and will not be used as hiring criteria.

UPSHUR COUNTY COMMISSION
Upshur County Administrative Annex
91 West Main Street, Suite 101 ▪ Buckhannon, West Virginia 26201
Equal Opportunity Employer (EOE)

Telephone: (304) 472-0535
Telecopier: (304) 473-2802

TDD Numbers
Business: 472-9550
Emergency: 911

November 18, 2021

Andrea Hull
2329 Hackers Creek Road
Philippi, WV 26416

Re: Property located at Banks District, Tax Map 5T, Parcel 24

Dear Ms. Hull:

As a follow-up from our site visit on January 11, 2021, please contact our office within five (5) business days and provide an update/status report on the requested compliance with the minimal requirements noted in the correspondence dated January 26, 2021. As a reminder, you were given until May 1, 2021 to come into compliance with these agreed upon requirements.

Sincerely,

Kristie G. Tenney
Commission President

Cc: Terri Jo Bennett, Coordinator
Larry Brown

State of West Virginia
Emergency Management Division

**Emergency Management Performance Grant
COVID-19 Supplement Award**

CFDA Number 97.042	Federal Grant Award EMP-2020-EP-00008	OASIS-GRTAWD Document ID
Subgrant Period From: 2/1/2020 To: 12/31/2020	Subgrant # EMPGS-49	Major Program: EMPGSP Program: CVFDLOCAL Program Period: SUP20

Subgrantee Name and Address Upshur Co Commission 91 West Main Street, Suite 101 Buckhannon, WV 26201	FEIN 55-6000406
	DUNS 028608099
	OASIS ID 212313

TOTAL GRANT AWARD	\$12,500
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By signing and accepting this award, the subgrantee agrees to comply with all conditions and assurances included in the application. I certify that this project will be implemented as described in the application.

Subgrantee Authorized Official: _____

Title: Commission President **Date:** November 18, 2021

Emergency Management Program Certification

The attached application has been reviewed and the proposed project and expenditures fall within all state and federal guidelines which govern the Emergency Management Performance Grant program, and sufficient funds exist to make this award.

EMPG Grant Representative _____ **Date** _____

I hereby authorize the awarding of funds to support the project as described in the attached application.

HSSAA Director _____ **Date** _____

State of West Virginia
Emergency Management Division

FY 2021 Homeland Security Grant Program Award

<u>CFDA Number</u> 97.067	<u>Federal Grant Award</u> EMW-2021-SS-00017	<u>OASIS-GRTAWD Document ID</u>
<u>Subgrant Period</u> From: 9/1/2021 To: 12/31/2022	<u>Subgrant #</u> 21-SHS-60	Major Program: HSGDHS Program: HSLIRP Program Period: HS2021

<u>Subgrantee Name and Address</u> Upshur County Commission 91 West Main Street Suite 101 Buckhannon, WV 26201	<u>FEIN</u> 556000406
	<u>DUNS</u> 028608099
	<u>OASIS ID</u> 212313

TOTAL GRANT AWARD	\$200,000
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By signing and accepting this award, the subgrantee agrees to comply with all conditions and assurances included in the application. I certify that this project will be implemented as described in the application.

Subgrantee Authorized Official: _____

Title: Commission President Date: November 18, 2021

Homeland Security Program Certification

The attached application has been reviewed and the proposed project and expenditures fall within all state and federal guidelines which govern the Homeland Security Grant Program, and sufficient funds exist to make this award. I have reviewed this application and the project activities are consistent with the WV Homeland Security Strategy Goals and Objectives.

HSGP Grant Representative _____ Date _____

I hereby authorize the awarding of funds to support the project as described in the attached application.

HSSAA Director _____ Date _____

State of West Virginia
Homeland Security Grant Program

FY 2021 HS Grant Application

Project Information

Applicant	Upshur County Commission		
Project Director	Tabatha Perry		
Phone	304-472-0535	Email	trperry@upshurcounty.org
Vendor Agency (OASIS)	Upshur County Commission		
Fiscal Contact	Carrie Wallace		
Phone	304-472-0535	Email	cwallace@upshurcounty.org
Discipline	All		
Law Enforcement	No	Priority	Operational Communications
Jurisdiction	Upshur County		
Project Title	Upshur County SIRM Microwave Link		
Project Description	This project will purchase and install a microwave link at the Upshur County E911 Communication Center. This will allow for greater connectivity to the SIRM network with a direct connection to Tallmansville and PK tower.		

Project Funding

	Requested	Approved	Match	Total
Planning				
Organization				
Equipment	\$200,000	\$200,000		\$200,000
Training				
Exercise				
Total	\$200,000	\$200,000		\$200,000

State of West Virginia
Homeland Security Grant Program

FY 2021 HS Grant Application

National Preparedness System Integration

Core Capabilities	Operational Communications		
WV Homeland Security Strategy Coordination	Which objectives of the State Homeland Security Strategy does this support?		
	6.9		
Sustainment	Does the applicant have the capacity to implement and sustain the project (including equipment maintenance and replacement) beyond the grant period?		
	Yes		
Project Justification	Supports Terrorism prevention and preparedness	Closes a capability gap or sustains an existing capability	Helps support a culture of national preparedness by overcoming a logistical, technological, legal, policy or other impediment
	Yes	Yes	
	Help improve preparedness for all-hazard threats	Protect residents, visitors and assets from high risk threats and hazards	Facilitate quick response to save lives, protect property and the environment, and meet basic human needs
	Yes	Yes	

Environmental & Historic Preservation

Will this project require submission of an EHP screening form?	yes
--	-----

Stipulations and Requirements

<p>Recipient must coordinate with the State Interoperable Executive Committee in the implementation of this project.</p>

State of West Virginia
 Homeland Security Grant Program
 FY 2021 HS Grant Application

Equipment

Item	AEL #	Justification/Explanation	Requested Funding	Approved Funding	Allowed
Microwave Link	06CP-03-MWAV		\$200,000	\$200,000	Yes
Total Equipment			\$200,000	\$200,000	

Additional Justification, Explanation or Comments:

114
OC ✓

FY 2021 Homeland Security Grant Program Sub-grant Project Application Coversheet

Project Title: Microwave link Upgrade

Applicant Agency: Upshur County DHSEM

OASIS ID# for Applicant: 000000212313

Project Point of Contact: Brian Shreves

Contact Phone Number: 304-642-6508

Contact Email: kbshreves@upshurcounty.org

Estimated total cost of project: \$200,000

Certifications

Applicants should include a statement affirming compliance with these certifications in their project synopsis.

1. If funded, the applicant will implement the project as described in the grant award.
2. The applicant will comply with all federal and state guidelines and will adhere to the conditions and assurances of the grant award.
3. Leadership of the applicant agency are aware of this proposal submission.
4. The applicant verifies that all equipment that is being requested through this project is allowable for the State Homeland Security Grant Program on the FEMA Authorized Equipment List (AEL).
5. If this project includes planning, training, or equipment related to the Statewide Interoperable Radio Network (SIRN), the applicant has coordinated this project with the appropriate Regional Interoperability Committee or the Statewide Interoperability Executive Committee to assure compliance with the WV Statewide Communications Interoperability Plan. Contact information for the Regional Interoperability Committees can be located at <https://sirn.wv.gov/siec/rics/>

Please attach a project synopsis that includes all the information outlined in the HSGP Project Application Instructions, and any supporting documentation. The information should be sent to HSSAA@wv.gov. No signatures are required on the proposal submission.

FY 2021 Homeland Security Grant Program Sub-grant Project Synopsis

Project Narrative

The primary goal of this project is to purchase and install a microwave link at the Upshur County E 911 Communication Center. This will allow for greater connectivity to the WV SIRM Network, with direct connection to the Tallmansville and PK tower. The upgrade will cut downtime from storm damage or other problems. The upgrade will help maintain radio interoperability during mass casualty events, and potential terrorist attacks. And prevent excessive down times that are a responder safety concern.

Agency Information

Upshur County E 911 Emergency Communication Center cover 355 sq miles of rural West Virginia and serves 25,000 citizens including West Virginia Wesleyan College. Upshur County E 911 answers over 30,000 calls for service annually with four (4) dispatch consoles.

Problem Statement

Due to the rural area Upshur County E 911 covers there is Downtime and dead spots that have been issues since the county created its E-911 system. The upgrade will cut downtime from storm damage or other problems. The proposed upgrade also will help maintain radio interoperability during mass casualty events, and potential terrorist attacks. And prevent excessive down times that are a responder safety concern.

Cost

The estimated cost to fund this project is \$ 200,000.

Project Goals

- Goal One is purchase and install a microwave link at the Upshur County E 911 Communications Center

Agency Benefit

1. Operability: The ability of emergency personnel to establish and sustain communications in support of mission operations.
2. Interoperability: The ability of emergency personnel to communicate between jurisdictions, disciplines, and levels of government, using a variety of systems, as needed and as authorized.
3. Continuity of Communications: The ability of emergency response agencies to maintain communications in the event of damage to, or destruction of, the primary infrastructure.
4. Provide more available siren channels for use
5. **Responder Safety.** If the radio equipment is inoperable responder safety will be compromised.
6. Ability to respond to calls and receive ongoing updates will be hindered with failing radio equipment.
7. Improve network reliability with communications links designed to cope with adverse meteorological conditions
8. Creates disaster-proof mission critical links with wide beamwidth radio antennas
9. Deploy longer links in one-hop, reducing equipment in network.
10. Dispersed, large-scale disasters, such as floods, fires, natural and manmade disasters can overwhelm and overload cell phone networks. Cell phones may not be usable in these scenarios, which means that First Responders personnel will have trouble making the calls that they need to make unless they have access to a reliable radio system

Conclusion

Upshur County E 911 Communication Center is requesting assistance from the Homeland Security Grant Program in obtaining a microwave link. This link will be installed at the E 911 Center and provide direct connection to the WV SIRN Network. This will allow for greater connectivity to the WV SIRN Network, with direct connection to the Tallmansville and PK tower. The upgrade will cut downtime from storm damage or other problems. The upgrade will help maintain radio interoperability during mass casualty events, and potential terrorist attacks. And prevent excessive down times that are a responder safety concern. If awarded this project will be implemented as described, with all state and federal

guidelines being followed. The equipment will be in compliance with the WV Statewide Communications Interoperability Plan.

9	Program Accountability – Federal Audit Requirement – Super Circular:
<p>If an audit must be conducted pursuant to the Super Circular, a copy of the audit shall be submitted to HS SAA as well as to the Federal clearinghouse.</p> <p><u>The Federal clearinghouse address is as follows:</u></p> <p style="text-align: center;">Federal Audit Clearinghouse Bureau of the Census 1201 E. 10th Street Jeffersonville, IN 47132</p>	
10	Program Accountability – State Audit Requirements:
<p>Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, sets forth the audit requirements of corporations, associations or other organizations which receive state funds or grants. These audit requirements do not apply to units of local and state government. If applicable, this grant shall adhere to the audit requirements set forth in §12-4-14 at the time of award. All funds disbursed by HS SAA are appropriated by the WV Legislature; therefore all funds disbursed are considered state funds. The HS SAA will notify the Legislative Auditor when a sub-grant is awarded which falls under the requirements of the WV Code.</p> <p><u>As of 9/13/05, the requirements set forth by §12-4-14 are as follows:</u> Any corporation, partnership, association, individual or other legal entity (not to include a state spending unit or a local government as defined in § 6-9-1a of the West Virginia Code, as amended) which receives one or more state grants or sub-grants in the amount of \$50,000 or more in the aggregate in a state fiscal year shall file with the HS SAA a Report of the disbursement of these state funds. An OMB A-133 Audit or an audit conducted by a certified public accountant may be substituted for the Report. The Report shall be filed within two years of the end of the fiscal year in which the grant or sub-grant closes. The Report shall be made by an independent certified public accountant and the scope of the Report is limited to showing how the state grant or sub-grant funds were spent. The Report does not have to be a full-scope audit or review of the entity receiving state funds. Any entity failing to file a required Report is barred from subsequently receiving state grant or sub-grant funds until the Report is filed and is otherwise in compliance with the provisions of West Virginia Code. If a Report is not required under this section of the WV Code then the grantee or sub-grantee shall file with HS SAA a sworn statement of expenditures made under the grant or sub-grant.</p> <p><u>The Sub-grantee assures that it has read, understands and is in full compliance with all requirements as set forth in Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with this section of the West Virginia Code, as amended.</u></p>	
11	Access to Records, Equipment, Training, & Exercises:
<p>The HS SAA, through any authorized representative, shall have access to and the right to examine all records, books, papers, documents, equipment, training, and/or exercises related to the sub-grant and to relevant books and records of contractors.</p>	
12	Conflict of Interest:
<p>No public official or employee of the sub-grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can be expected to result in any private/public benefit to that individual or that individual's immediate family.</p>	
13	National and State Evaluation Efforts:
<p>The Sub-grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.</p>	
14	Political Activity:
<p>The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to state grantee staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns, except they may not be candidates for office.</p>	

15	Obligation of Project Funds:
	Funds may not, without prior written approval from the HS SAA, be obligated prior to the effective start date or subsequent to the termination date of the project period. <u>All invoices must be dated within the approved sub-grant period.</u>
16	Elements of a Viable Continuity Capability:
	The Continuity Plan is the roadmap for the implementation and management of the Continuity Program. The National Continuity Policy: Federal Continuity Directive 1 and Federal Continuity Directive 2 outline the following ten (10) overarching continuity requirements: Essential Functions, Orders of Succession, Delegations of Authority, Continuity Facilities, Continuity Communications, Vital Records Management, Human Capital, Tests-Training-Exercises, Devolution of Control & Direction, and Reconstitution. <u>If utilizing sub-grant funding for the development of a Continuity Plan, the Plan must address each of these ten (10) elements in order to be eligible to be reimbursed for approved/allowable costs.</u>
17	Use of Funds:
	Funds awarded through the HS SAA may be expended ONLY for the purposes and activities specifically covered by the sub-grantee's approved project description and budget. Any change in the project or the budget must receive PRIOR approval from DHSEM-SAA.
18	Release of Information:
	<p>All records, papers and other documents kept by recipients of grant funds are required to be made available to the HS SAA. These records and other documents submitted to the HS SAA and its grantees, including plans and application for funds, reports, etc., are subsequently required to be made available to the U.S. Department of Homeland Security under the terms and conditions of the Federal Freedom of Information Act, 5. U.S.C. §552.</p> <p>The HS SAA recognizes that some information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information <u>under federal control</u> is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the Federal Division of Homeland Security FOIA Office, and may likely fall within one or more of the available exemptions under the Act.</p> <p>Sub-grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult the HS SAA regarding concerns or questions about the release of potentially sensitive information under state and local laws.</p>
19	Allowable and Unallowable Costs:
	Allowable costs incurred under this grant shall be determined in accordance with the Super Circular.
20	Non-supplanting:
	Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The sub-grantee hereby certifies that Federal funds made available under this grant will not be used to supplant state and local funds.
21	Matching Contribution:
	If matching funds are allocated, the applicant assures that those funds shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Cash matching contributions are subject to the same expenditure guidelines established by the HS SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all cash matching contributions. There is no waiver provision for any cash match requirements.

22	Project Income:
	All income earned by the sub-grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by the HS SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all project income. There is no waiver provision for the project income requirement.
23	Consultant Fees:
	Approval of this sub-grant does not necessarily indicate an approval of specific consultant rates. Please discuss rates with the HS SAA.
24	Purchasing:
	When making purchases relevant to the sub-grant, the sub-grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government.
25	Reports:
	Each sub-grantee shall submit reports as deemed reasonably necessary by the HS SAA for monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.
26	Environmental & Historical Preservation (EHP):
	Sub-grantee shall comply with all applicable Federal, State, and local EHP requirements and shall provide any information requested to ensure compliance with applicable laws.
27	Suspension of Funding:
	<p>HS SAA may suspend, in whole or in part, terminate, or impose other sanctions on any sub-grantee funds for the following reasons:</p> <ul style="list-style-type: none"> • Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program; • Failure to submit reports; • Filing a false certification in this application or in another report or document; or, • Other just cause.
28	Sanctions for Noncompliance:
	<p>In the event of the sub-grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the HS SAA may impose such contract sanctions, as it may deem appropriate, including but not limited to:</p> <ul style="list-style-type: none"> • Withholding of payments to the sub-grantee until the sub-grantee complies; • Cancellation, termination or suspension of the contract, in whole or in part; or, • Refrain from extending any further assistance to the sub-grantee until satisfactory assurance of future compliance has been received.
29	Immigration and Naturalization Verification:
	The sub-grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of Federal funds to verify that employees are eligible to work in the United States.
30	Use of Grant Funds to Enact Laws:
	Sub-grantee understands and agrees that shall not use any sub-grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

31	Property Accountability:
	The sub-grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a sub-grant by the HS SAA. This obligation continues as long as the property is retained by the sub-grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from the HS SAA. Sub-grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program, with copies provided to the HS SAA. The HS SAA reserves the right to inspect and review any equipment purchased with this sub-grant
32	Communications Equipment:
	With respect to communications initiatives and equipment, the sub-grantee agrees to the following: Communications equipment shall be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Statewide Interoperable Radio Network. Per WV Code §15-14-4, all communications equipment requests must be reviewed and approved by the Statewide Interoperability Coordinator. www.sirn.wv.gov
33	Equipment:
	Sub-grantees purchasing equipment with grant funds shall adhere to the established bidding procedures for their respective units of government and/or agencies. All equipment shall have a primary function of being used for homeland security purposes, and be available statewide (if practical) for use during emergencies and training/exercise events.
34	Marking of Equipment and Publications:
	Sub-grantee shall ensure that, when practicable, any equipment purchased and publications produced with grant funding shall be prominently marked as follows: "Supported with funds provided by the U.S. Department of Homeland Security and the WV DHSEM."
35	Patents and/or Copyrights and Rights in Data:
	Sub-grantee acknowledges that the HS SAA, and subsequently the U.S. Department of Homeland Security; reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Sub-grantee shall consult with the HS SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
36	Time Extensions:
	Time extensions are allowable; however, the HS SAA will review and approve extension requests on a case by case basis only if the extension is warranted. Lack of planning by the sub-grantee is not a justified reason for an extension.
37	Equal Employment Opportunity Plan:
	Each sub-grantee certifies that it has executed and has on file, an Equal Employment Opportunity Plan.
38	Veterans Preference:
	This program includes a provision that grantees utilizing funds to hire additional personnel give suitable preference in employment to military veterans. HS SAA defines "suitable preference" as the requirement that a sub-grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.
39	Submission/Release of Proposed Publications:
	The sub-grantee shall submit one copy of all reports and proposed publications resulting from this agreement to the HS SAA twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the United States Department of Homeland Security and the WV Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security, nor the State of West Virginia."

40	Purchase of American-made Equipment/Products:
	It is the sense of the Congress, as conveyed through the FY 1997 Appropriations Act, as well as the desire of HS SAA that <u>to the greatest extent practicable</u> , all equipment and products purchased with Federal funds made available under this grant should be American-made.
41	Personnel Training:
	The HS SAA reserves the right to require training as a condition of the sub-grant before or at any time during the project period. Proof of training/certification on grant-funded equipment shall be provided, upon request within 10 business days.
42	Accounting Requirements:
	Sub-grantee shall record all project funds and costs following <u>generally accepted accounting procedures</u> . A unique account number or cost recording shall separate all project costs from the sub-grantee's other or general expenditures. Adequate documentation for all project costs and income shall be maintained. Adequate documentation of financial and supporting material, as defined in the pertinent Administrative Manual, shall be retained and be available for audit purposes.
43	Financial Guide:
	Sub-grantee shall comply with all requirements as set forth in the Financial Guide which governs this program.
44	Davis-Bacon and Related Acts:
	Subgrantee agrees to comply with the Davis-Bacon and Related Acts, which applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions applies to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts. For more information, check the following US Department of Labor website link. https://www.dol.gov/whd/govcontracts/dbra.htm
45	Contractor Planning Requirements:
	All subgrants utilizing a contractor will submit copies of agendas, notes/minutes, and sign-in sheets for meetings between subgrantee and contractor(s). Subgrantees MUST include a list of planned and completed meeting dates. These documents MUST be submitted with monthly progress reports. Copies of all final work products (i.e. plans, SOPs/SOGs, exercise documentation) must be submitted prior to the final request for reimbursement.

**U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

O.M.B. No. 1660-0025

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distributions
(b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check ☐ If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Signature of Authorized Official: _____

Date: November 18, 2021

Conditions and Assurances

This program is conditioned upon and subject to compliance with the following Conditions and Assurances. By attaching a signature to page one (1) of this grant application, the applicant certifies and assures that it will comply with the following Conditions and Assurances, Regulations, Policies, Guidelines and Requirements of the Homeland Security State Administrative Agency (HS SAA), as further clarified in the Policies and Procedures Manual for this program; U.S. Department of Homeland Security guidance; and all other relevant Federal/State regulations, policies, and guidelines. These Conditions and Assurances apply to all **Homeland Security Grant Program** federal and agency funds expended for purposes associated with this project. All correspondence to the HS SAA, which is required and/or occurs as a result or action of any of the following Conditions and Assurances, or as a result of the administration of any HS SAA grant program, should be addressed to:

**WV Emergency Management Division
Homeland Security State Administrative Agency
1124 Smith St, Suite 3100, Charleston, WV 25301**

1 Laws of West Virginia:

This application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the HS SAA.

2 Legal Authority:

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3 Relationship:

The relationship of the sub-grantee to the HS SAA shall be that of an independent contractor, not that of a joint enterprise. The sub-grantee shall have no authority to bind the HS SAA for any obligation or expense without the express prior written approval from the HS SAA.

4 Operational Within 90 Days:

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a statement to HS SAA explaining the delay in implementation. Upon receipt of the 90-day letter, HS SAA may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

5 Civil Rights Compliance:

Sub-grantee will comply with all federal civil rights laws, including Title VI of the Civil Rights Act, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services.

6 Written Approval of Changes:

The sub-grantee must obtain prior written approval from HS SAA for all project changes (programmatic, fiscal or otherwise).

7 Press Release:

Release of information pertaining to this sub-grant must include the following information:

1. Grant amount;
2. State involvement (WV Division of Homeland Security and Emergency Management); and,
3. Federal involvement (U.S. Dept. of Homeland Security).

8 Compliance with Federal Rules and Regulations:

Sub-grantee will comply with Title 2, Part 200 of the Code of Federal Regulations (**Super Circular**). The Super Circular supersedes Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133.



JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

State of West Virginia
Department of Homeland Security
Division of Administrative Services
Justice and Community Services

1124 Smith Street, Suite 3100
Charleston, WV 25301
(304) 558-8814



MICHAEL V. COLEMAN
DIRECTOR

October 28, 2021



The Honorable Kristie G. Tenney
Commission President
Upshur County Commission
91 W. Main St., Ste. 101
Buckhannon, WV 26201

Re: Approved Funding – \$29,118.00
Victims of Crime Act (VOCA) Grant
Project Number: 19-VA-048

Dear Commissioner Tenney:

Congratulations on your recent award for the Victims of Crime Act (VOCA) Grant Award. Enclosed you will find:

- VOCA Memo
- A Contract
- A sample resolution
- A Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
- Revised Standard and Federal Conditions and Assurances;
- EEOP Certification – Two (2) forms – one completed form to be mailed to the Office for Civil Rights at the address listed on the form and one completed form returned to the Division of Administrative Services, Justice and Community Services; and,

To formalize your acceptance of this grant award, please sign the contract, certification, Conditions and Assurances and affect a resolution (if necessary) and return the **originals** to this office by **November 29, 2021**.



The Honorable Kristie G. Tenney
October 28, 2021
Page 2 of 2

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, Extension 22408, or via email at Sydney.M.Cavender@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,



Sydney M. Cavender
Justice Program Specialist

SMC/bnm

C: Bryan S. Hinkle (*all attachments*)
Grant File (*all attachments*)
Enclosures



JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

State of West Virginia
Department of Homeland Security
Division of Administrative Services
Justice and Community Services

1124 Smith Street, Suite 3100
Charleston, WV 25301
(304) 558-8814



MICHAEL V. COLEMAN
DIRECTOR

Date: October 28, 2021

To: Victims of Crime Act (VOCA) funded programs

From: Tammy Lemon
Programs Manager, Justice and Community Services

Regarding: VOCA Funding

Greetings Everyone!

I wanted to take a moment to communicate VOCA matters of importance for the upcoming year. As many of you are aware, federal VOCA awards received major budget reductions this year. These reductions lead to a 23% decrease of awarded funds from the amount WV recipients received last year. This award amount is indicated in the contract attached to this memo.

Now for the good news! Thanks in part to WV Coalition Against Domestic Violence, WV Child Advocacy Network, WV CASA, and the WV Foundation for Rape Information and Services, and the understanding of the severity of the problem from Governor Justice and the Legislature, House Bill 336 was passed that will allow Justice and Community Services to supplement VOCA awards. These \$4 million dollars will increase your award to the amount you received last year. Additionally, these supplemental funds will be front loaded to you to be used to pay salary and fringe for VOCA employees included in your VOCA application. Once you have expended these funds you will continue to bill salary and fringe to your VOCA award.

Because of two separate grants, all subgrantees are responsible for completing a budget for the supplemental award and a revised budget for the VOCA award. All paperwork and contracts must be signed by the authorized official. If the revised budgets, signed paperwork, and contracts are not received no funds will be frontloaded or VOCA funds reimbursed.

Subgrantees are responsible to submit monthly reports for supplemental funds along with the monthly VOCA reimbursement requests. This will be two separate reports that will be due by the 21st of each month.

Please note that the supplemental awards will be issued in the next few weeks. A Q&A session will be held Tuesday, November 2nd from 10:00 – 11:00 am to answer any questions you may have. The information for this call is located at the bottom of the memo.

Warm Regards,

Tammy

VOCA Meeting

When

Tue Nov 2, 2021, 10am – 11am Eastern Time - New York

Joining info

Join with Google Meet

meet.google.com/hhk-rrfk-upi

Join by phone

(US) +1 417-567-4173 (PIN: 964862953)



GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND
Upshur County Commission
19-VA-048

This **AGREEMENT**, entered into this **1st Day of October 2021** by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

WHEREAS, JCS is the recipient of a Victims of Crime Act (VOCA) Program Funds from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds: **This grant will fund staff in the Upshur County Prosecuting Attorney's Office to provide direct services to crime victims in Upshur County.**

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **October 1, 2021** and shall continue those services/activities until **September 30, 2022**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$29,118.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it

promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee **will not** receive an upfront scheduled allocation of funds.
8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.

14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**

Upshur County Commission
91 W. Main St., Ste. 101
Buckhannon, WV 26201
17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

Kristie Tenney, Commission President
Upshur County Commission

Joseph C. Thornton, Deputy Director
Justice and Community Services

RESOLUTION

The **County Commission** of **Upshur County Commission** met on _____ (date) with a quorum present and passed the following resolution.

Be it resolved that the **County Commission** hereby authorizes **Kristie Tenney**, **Commission President** of **Upshur County Commission** to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services section to receive and administer grant funds pursuant to provisions of the Victims of Crime Act (VOCA) grant program.

Signed: _____
County Clerk



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019
Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement bases" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
2. **LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.
3. **RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
4. **COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by

letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. OPERATIONAL WITHIN 90 DAYS: If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.

6. SUSPENSION OF FUNDING: The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- 60 or more days late in submitting reports;
- Failure to submit reports;
- High Risk Grantee as determined by the JCS High Risk Assessment; or
- Any other cause shown.

7. SANCTIONS FOR NONCOMPLIANCE: In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
- Cancellation, termination or suspension of the contract, in whole or in part;
- Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
- If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
- If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
- If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
- Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.

8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.
9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other

documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

36. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS: Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.

37. USE OF DATA/EXCHANGE OF INFORMATION: With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.

38. NATIONAL AND STATE EVALUATION EFFORTS: The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

39. EQUAL EMPLOYMENT OPPORTUNITY PLAN: The grantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.

40. VETERANS PREFERENCE: This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency

have in place a mechanism ensuring that veterans are given consideration in the hiring process.

41. **IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
42. **POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.
43. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
FEDERAL STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019
Revision History: N/A

All correspondence to the Division of Administrative Services, Justice and Community Services Section (JCS), which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **CONSULTANT RATES:** Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by JCS and DOJ is applicable prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.
2. **FRAUD, WASTE & ABUSE:** Reporting potential fraud, waste, and abuse, and similar misconduct. The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.
3. **USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:** Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **LIMITED ENGLISH PROFICIENCY:** Title VI's prohibition of national origin discrimination includes discrimination against individual who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve

some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending **Federal** awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs

§200.501(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to JCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census

1201 E. 10th Street
Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:** Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.
9. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to JCS with application for funding.
10. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to JCS with application for funding.
11. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
12. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
 - Part 11, Applicability of Office of Management and Budget Circulars.
 - Part 18, Administrative Review Procedures.
 - Part 20, Criminal Justice Information Systems.
 - Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - Part 23, Criminal Intelligence Systems Operating Policies.
 - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
 - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
13. **ADDITIONAL REGULATIONS AND PROCEDURES:** In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-

122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:

National Environmental Policy Act of 1969 (NEPA).
National Historic Preservation Act of 1966.
Flood Disaster Protection Act of 1973.
Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
Control Act Amendments of 1972.
Safe Drinking Water Act.
Endangered Species Act of 1973.
Wild and Scenic Rivers Act.
Fish and Wildlife Coordination Act.
Historical and Archaeological Data Preservation.
Coastal Zone Management Act of 1979.
Animal Welfare Act of 1970.
Impoundment Control Act of 1974.
Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
Death in Custody Act of 2000.

To the best of my knowledge the applicant has and will comply with all the attached Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:		
Address:		
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No		
DUNS Number:	Vendor Number (only if direct recipient)	
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
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Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title	Signature	Date
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Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
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Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

[illegible]

If additional space is necessary, please duplicate this page.

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:		
Address:		
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?		Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)	
Name and Title of Contact Person:		
Telephone Number:	E-Mail Address:	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
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Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Print or Type Name and Title	Signature	Date
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Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
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If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

If additional space is necessary, please duplicate this page.



Transmittal

43 East Main Street, Buckhannon, WV 26201

PROJECT: Misc CTG Transfers DATE: 11/8/2021
 SUBJECT: FAA Outlay Request No. 1 (037 Reimbursement Grant) TRANSMITTAL ID: 00131
 PURPOSE: For your review and signature VIA: Hand

FROM

NAME	COMPANY	EMAIL	PHONE
Kelly Queen 43 East Main Street Buckhannon, WV 26201	Chapman Technical Group	kqueen@chaptech.com	(304) 472-8914

TO

NAME	COMPANY	EMAIL	PHONE
Tom O'Neill Post Office Box 1042 Buckhannon WV 26201 United States	Buckhannon Upshur Airport Authority	tom@tomoneill.org	304-288-3263

REMARKS:

Re: FAA AIP No. 3-54-0039-037-2021 (Reimbursement Grant/Construct Building)

Mr. O'Neill:

The attached FAA Outlay Request No. 1-Final is for your use in drawing your reimbursement electronically through the DELPHI eInvoicing System. Upon approval, I need you to sign and Ms. Tenney to sign and date all copies, retain one (1) original for your files and return two (2) originals to Chapman Technical Group. One (1) original will be submitted to the FAA with the final closeout package.

If you have any questions, please call. Thanks.


Kelly Queen

Transmittal

DATE: 11/8/2021
TRANSMITTAL ID: 00131

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
3	10/25/2021	FAA Outlay Request No. 1	
3	9/4/2019	Sunrise Construction, Inc. Application for Payment No. 6-Final	

REQUEST FOR ADVANCE OR REIMBURSEMENT		Approved by Office of Management and Budget, No. 80-RO181		PAGE 1 OF 1	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED Federal Aviation Administration		1. TYPE OF REQUEST [] ADVANCE [] REIMBURSEMENT [X] FINAL [] PARTIAL		2. BASIS OF REQUEST [X] CASH [] ACCRUAL	
		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-54-0039-037-2021		5. PARTIAL PAYMENT REQUEST NO. Request #1-FINAL	
6. EMPLOYER IDENTIFICATION NUMBER 30-0733276	7. RECIPIENT ACCOUNT OR OTHER IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REPORT FROM: (MONTH / DAY / YEAR) August 27, 2021 TO: (MONTH / DAY / YEAR) November 8, 2021			
9. RECIPIENT ORGANIZATION Name: Buckhannon Upshur Airport Authority No. and Street: Post Office Box 1042 City, State and ZIP Code: Buckhannon, West Virginia 26201		10. PAYEE (Where check should be sent if different than item 9) Name: No. and Street: City, State and ZIP Code:			
11. COMPUTATION OF AMOUNT OF REIMBURSEMENT / ADVANCES REQUESTED					
PROGRAMS / FUNCTIONS / ACTIVITIES		(a) Budget	(b) Total to Date	(c) Previously Requested	Total This Period
a. Administrative expense		\$0.00	\$0.00	\$0.00	\$0.00
b. Preliminary Expense		\$0.00	\$0.00	\$0.00	\$0.00
c. Land, structures, right-of-way		\$0.00	\$0.00	\$0.00	\$0.00
d. Architectural engineering basic fees		\$0.00	\$0.00	\$0.00	\$0.00
e. Other Architectural engineering fees		\$0.00	\$0.00	\$0.00	\$0.00
f. Project Inspection fees		\$0.00	\$0.00	\$0.00	\$0.00
g. Land Development		\$0.00	\$0.00	\$0.00	\$0.00
h. Relocation expenses		\$0.00	\$0.00	\$0.00	\$0.00
i. Relocation payments to individuals and businesses		\$0.00	\$0.00	\$0.00	\$0.00
j. Demolition and removal		\$0.00	\$0.00	\$0.00	\$0.00
k. Construction and project improvement costs		\$61,394.00	\$61,394.00	\$0.00	\$61,394.00
l. Equipment		\$0.00	\$0.00	\$0.00	\$0.00
m. Miscellaneous cost		\$0.00	\$0.00	\$0.00	\$0.00
n. Total Cumulative to Date (sum of line a. through line m.)		\$61,394.00	\$61,394.00	\$0.00	\$61,394.00
o. Deductions for program income					
p. Net cumulative to date (line n. minus line o.)					
q. Federal share to date					
r. Rehabilitation grants (100% reimbursement)					
s. Total Federal Share (line q. plus line r.)		\$61,394.00	\$61,394.00		
t. Federal payments previously requested			\$0.00		
u. Amount requested for reimbursement					\$61,394.00
v. Percentage of physical completion of project			100%		
12. CERTIFICATION					
I certify that to the best of my knowledge and belief the data above is correct and that all outlays are made in accordance with the grant condition or other agreement and that payment is due and has not been previously requested.	RECIPIENT	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		DATE REPORT SUBMITTED 11/8/2021	
		TYPED OR PRINTED NAME AND TITLE Tom O'Neill President, Buckhannon Upshur Airport Authority		TELEPHONE (304) 288-3263	
	Representative certifying to line 11v.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE SIGNED 11/8/2021	
		TYPED OR PRINTED NAME AND TITLE Kristie G. Tenney President, Upshur County Commission		TELEPHONE (304) 472-0535	

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Buckhannon-Upshur Airport Authority
38 West Main Street
Buckhannon, West Virginia 26201

PROJECT: Construct Two Hangars

APPLICATION No.

6

FROM: 31-Aug-05

TO: 30-Sep-05

Chapman Technical Group
200 Sixth Avenue
St. Albans, West Virginia 25177

ENGINEER:

FROM CONTRACTOR: Sunrise Construction Company, Inc.
Rt. 1 Box 256
Moatsville, WV 26405

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Periodic Estimate for Partial Payment is attached.

1. ORIGINAL CONTRACT SUM..... \$ 1,074,724.00
2. Net change by Change Orders..... \$ -
3. CONTRACT SUM TO DATE..... \$ 1,074,724.00
4. TOTAL COMPLETED & STORED TO DATE \$ 1,074,724.00
5. RETAINAGE @ 0 % \$ -
6. TOTAL EARNED LESS RETAINAGE..... \$ 1,074,724.00
7. LESS PREVIOUS PAY ESTIMATES..... \$ 1,008,500.26
8. CURRENT PAYMENT DUE..... \$ 66,223.74
9. BALANCE TO FINISH, INC. RETAINAGE... \$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due now.

CONTRACTOR: Sunrise Construction Company, Inc.

By: Forrest Kevin Kelley Date: 10/10/05
Forrest Kevin Kelley (Vice President)

State of: West Virginia

County of: Barbour

Subscribed and sworn to before me this 14th day of October

Notary Public: Debecca
My Commission expires: April 28, 2010



Change Order Summary	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
TOTALS		
NET CHANGES		

OWNER'S APPROVAL

OWNER: Buckhannon-Upshur Airport Authority

By: Debecca Date: 10/10/05

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the Amount Certified.

AMOUNT CERTIFIED..... \$ 66,223.74

ENGINEER: Chapman Technical Group

By: Debecca Date: 10/10/05

ITEM #	DESCRIPTION	PLAN		UNIT PRICE	TOTAL PRICE	QTY'S		COST TO THIS PERIOD	COST TO DATE	REMAINING COST	% COMPLETE
		QTY'S	UNIT			THIS PERIOD	TO DATE				
1	Mobilization, Bond, Layout	1	L.S.	\$ 23,470.00	\$ 23,470.00	0%	100%	\$ -	\$ 23,470.00	\$ -	100%
2	Footings, Rebar, Piers	1	L.S.	\$ 37,368.00	\$ 37,368.00	0%	100%	\$ -	\$ 37,368.00	\$ -	100%
3	Frost Wall	1	L.S.	\$ 54,320.00	\$ 54,320.00	0%	100%	\$ -	\$ 54,320.00	\$ -	100%
4	Anchor Bolts, Tie Rods	1	L.S.	\$ 18,120.00	\$ 18,120.00	0%	100%	\$ -	\$ 18,120.00	\$ -	100%
5	Floor Inlets	1	L.S.	\$ 9,720.00	\$ 9,720.00	0%	100%	\$ -	\$ 9,720.00	\$ -	100%
6	Site Grading, Fill, Slab Stone	1	L.S.	\$ 57,960.00	\$ 57,960.00	0%	100%	\$ -	\$ 57,960.00	\$ -	100%
7	Concrete Slabs, Reinforcing, Vapor B.	1	L.S.	\$ 118,810.00	\$ 118,810.00	0%	100%	\$ -	\$ 118,810.00	\$ -	100%
8	Drains and Backfill	1	L.S.	\$ 24,700.00	\$ 24,700.00	0%	100%	\$ -	\$ 24,700.00	\$ -	100%
9	Folding Door Foundation	1	L.S.	\$ 22,072.00	\$ 22,072.00	0%	100%	\$ -	\$ 22,072.00	\$ -	100%
10	Utility Lines	1	L.S.	\$ 50,945.00	\$ 50,945.00	0%	100%	\$ -	\$ 50,945.00	\$ -	100%
11	Buildings	1	L.S.	\$ 657,239.00	\$ 657,239.00	2%	100%	\$ 13,144.78	\$ 657,239.00	\$ -	100%
				TOTALS	\$ 1,074,724.00		\$ 13,144.78	\$ 1,074,724.00	\$ -	100%	

November 9, 2021

Mr. Robbie Morris, President
Corridor H Authority
10 11th Street, Suite A
Elkins, WV 26241

Ms. Carrie Wallace
County Administrator
Upshur County Administrative Annex, Suite 101
91 West Main Street
Buckhannon, WV 26201

Dear Robbie and Carrie,

I am writing to resign from the Corridor H Authority as one of the three Upshur County representatives effective December 31, 2021.

It has been a privilege to work alongside you, Robbie, and other members of the Corridor H Authority for the past several years. I am proud of the progress we have made and I am optimistic about the future.

That being said, my life's priorities have changed as a result of my retirement from West Virginia Wesleyan College and the relocation of one of our children to Vermont. . We are traveling more, which has prevented me from participating in the past few meetings. I believe it is the appropriate time for another person to represent Upshur County on the Authority.

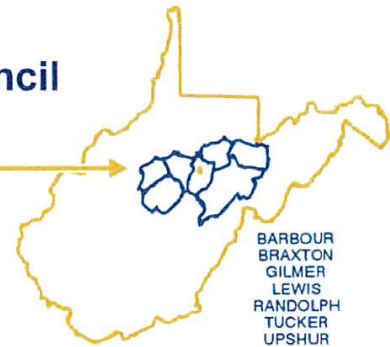
Thank you for allowing me to serve on the Authority. I wish you continued success and will always be an advocate for your work.

Sincerely,

Robert N. Skinner II
2 Iden Lane
Buckhannon, WV 26201

Region VII Planning and Development Council

P.O. BOX 849 • 21 EAST MAIN STREET • SUITE 102 • BUCKHANNON, WV 26201
PHONE: (304) 472-6564 • FAX (304) 472-6590



November 9, 2021

Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201

RE: Corridor H Authority Appointment

Dear Commissioners:

It is my understanding that an open seat representing Upshur County is currently available on the Corridor H Authority. I am writing to request that you consider me to fill the vacancy.

As Executive Director of the Region VII Planning and Development Council, I believe my roles and responsibilities would serve Upshur County well as a member of the Corridor H Authority.

If you should have any questions or comments, please feel free to contact me. Thank you for your consideration.

Thanks

A handwritten signature in blue ink that reads 'Shane Whitehair'.

Shane Whitehair
Executive Director



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

D. Alan Reed, P.E.
State Highway Engineer

Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

November 5, 2021

To Whom It May Concern:

The Statewide Transportation Improvement Program (STIP) is a financially constrained document that is required to show planned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) expenditures for federal fiscal years 2020-2025. One of the requirements of funding any project with federal transportation funds is that each proposed regionally significant project or major change to program group size undergoes a public review and comment period. Therefore, additions or deletions to the STIP and certain changes to current projects or groupable programs in the STIP must meet this requirement before federal funds can be obligated. As such, the West Virginia Department of Transportation (WVDOT) is requesting your assistance in making available the listing of proposed amendments to the approved 2020-2025 STIP. The project listing and program funding snapshots can be found by viewing Amendment 7 – Highways at the link below:

<https://transportation.wv.gov/highways/Programming/STIP/Pages/amendments.aspx>

If you require a printed copy, please contact Mrs. Gehan Elsayed at the address/number below. All written comments are to be received no later than October 15, 2021 and should be addressed to:

Gehan M Elsayed, Ph.D., P. E.
Acting Chief Engineer of Programs/
Deputy State Highway Engineer
West Virginia Division of Highways
1900 Kanawha Boulevard, East
Building 5, Room 152
Charleston, West Virginia 25305-0430

Thank you for your assistance with this matter. Should you need additional information, please feel free to contact my office at (304) 414-6912.

Sincerely,

A handwritten signature in black ink, appearing to read "Gehan Elsayed", written over a horizontal line.

Gehan M Elsayed, Ph.D., P.E.
Acting Chief Engineer of Programs/
Deputy State Highway Engineer

GE:L

Attachment



WEST VIRGINIA
COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY
2003 QUARRIER STREET
CHARLESTON, WV 25311

L. D. EGNOR
CHAIRMAN EMERITUS

JOSEPH M. ALONGI
CHAIRMAN

NOV 05 2021

November 2, 2021

Upshur County Commission
Kristie G. Tenney, President
91 West Main Street, Suite 101
Buckhannon, WV 26201

Dear Commissioner Tenney:

The Upshur County Commission submitted to the West Virginia Courthouse Facilities Improvement Authority ('Authority') a funding request for the 19th cycle of funding. Unfortunately, the total financial amount necessary to fund all requests surpassed the Authority's ability to provide financial assistance. Accordingly, and with regret, the Board did not vote to approve the application for financial assistance as requested by the Upshur County Commission.

We will notify all County Commissions when the Authority's next funding cycle is determined. We encourage you to apply. Should you have any questions or request further details, please contact me via phone or email at Melissa.smith@wvcfia.com.

Respectfully yours,

A handwritten signature in blue ink that reads "Melissa Smith".

Melissa Garretson Smith
Executive Director



PO Box 2115 / 79 East Main Street, Buckhannon, WV 26201
(304) 473.1051 upshurfrn@yahoo.com

UCFRN General Membership Meeting ~virtual

November 8, 2021 12:00 PM

Agenda Topics

- Introduction and opening prayer
- Speaker: Kristy McKisic from NYAP, for National Adoption Month
- Speakers: Dr. Sara Stankus and Dr. Deb Harrison from Upshur County Schools for new high school presentation
- Storage – still looking
- Information Sharing
- Skip December meeting – not much going on and cannot meet in person for party again this year
- Closing

Next meeting Monday, January 10, 2022 at 12:00 pm – Location TBD

Buckhannon-Upshur Airport Authority Agenda

Buckhannon-Upshur Airport Authority–W22 Upshur Regional Airport Terminal Building as well as Virtually via Telephony or ZOOM ¹

Monday, November 8, 2021 at 4:00 pm

- A. Call to order
- B. Recognized guests and public comment period
- C. Officer/Committee/Consultant Reports:
 - President's Report – Tom O'Neill
 - Discussion and possible action regarding south apron access road
 - Discussion and possible action regarding sick leave policy
 - Treasurer's Report – Phil Loftis, Treasurer
 - Approval to renew the limited maintenance contract with Syntech and pay Invoice #240177; \$550.00
 - Approval to renew AirNav listing and determination of renewal level
 - Discussion and possible action on a Cooperative Service Agreement between Upshur Regional Airport and the USDA
 - Secretary's Report – Brian Huffman, Secretary
 - Engineering Reports – Chapman Technical
 - FAA 3-54-0039-037-2021 Outlay Request No. 1-Final in the amount of \$61,394.00 (review/approval/signature)
 - Federal Financial Reports (review/approval/signature)
 - Operations – Jamie Wilt, Jennifer Powers
 - Jamie**
 - Update fuel prices Jet-A and Avgas
 - Quotes for clearing perimeter fence, inside and outside
 - Review of spending limits without prior authority approval
 - Jenny**
 - FOIA request from Smart Procure was received and completed 10/28/2021
 - Deadline for financial audit completion
 - FAA 3-54-0039-038-2021 Outlay Request No. 1-Final in the amount of \$22,000.00 (review/approval/signature)
- D. Consent Agenda:
 - Approval of Minutes
 - Approval of Treasurer's Report
 - Authorization for payment of the bills
- E. Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:
 - Hangar space requests/applications/updates
 - Discussion and possible action regarding a ground lease for hangar construction
- G. New Business:
- H. Board Member Comments and Announcements
- I. Adjournment

Notice: This (and possible future meetings) are being held using a conference call and the electronic application 'Zoom'. Should you desire to attend this meeting electronically you will need to contact the Authority (treasurer@flyw22.com or 304-613-9321) at least one hour prior to the meeting to gain the necessary information to join the meeting. All meetings of the Authority are open to the public and shall return to the Airport facilities when deemed safe for all participants. Thank you for your understanding.

¹ Due to Covid-19 concerns and per WV Code 6-9A-2(5) "Meeting" means the convening of a governing body of a public agency for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter which results in an official action. Meetings may be held by telephone conference or other electronic means.

AGENDA

EXECUTIVE COMMITTEE UPSHUR COUNTY DEVELOPMENT AUTHORITY

Tuesday, November 9, 2021

7:00 am – Innovation Center Board Room on 1st Floor - in person

Presiding, Skip Gjolberg, President

- | | | |
|-------|---|-----------------|
| I. | Call to Order | Gjolberg |
| | ➤ Roll Call | |
| II. | Minutes/Approval | Gjolberg |
| III. | Financial Report | Gompers/Bostian |
| IV. | Old Business | Bostian |
| | • UCDA Strategic Plan – Process - Update | |
| | • Armory Building – Closing - Update | |
| | • Industrial Park Property – Wetlands/Streams - Discussion | |
| V. | New Business | Bostian |
| | • Leadership WV – Bostian Nomination - (Discussion & Action) – see attachment | |
| | • Business Retention / Expansion Program - Discussion | |
| VI. | Director's Report | Bostian |
| | • Review of Marketing/Communications | |
| | • Economic Base Analysis | |
| | • Real Estate Inventory | |
| | • Update on Corridor H Authority | |
| | • Update on Broadband Projects | |
| | • New HS Support | |
| | • WVEDC Legislative Meeting – January 18-19, Charleston | |
| VII. | Other | |
| VIII. | Adjourn | |

Full Board Meeting – January 11, 2021

**Buckhannon-Upshur Chamber of Commerce
Meeting Agenda
November 15, 2021**

Welcome

Treasurer's Report

Old Business

- 2021 Virtual Annual Awards & Elimination

New Business

- Cash Calendar Tickets Available
- 2022 Meeting Day
- Website Updates
- 2022 Membership Application

Reports from Collaborative Organizations and Standing Committees:

West Virginia Strawberry Festival
Upshur County Development Authority
Southern Upshur Business Association (SUBA)
Upshur County Convention and Visitor's Bureau (CVB)
Create Buckhannon
City of Buckhannon
County Commission
Mountain CAP of WV
WVWC
St. Joseph's Hospital
Rotary

Speaker- Jennifer Bostian, UCDA Executive Director

Announcements

Adjourn

Notice of Meeting

for

Upshur County Fire Board, Incorporated

(Statutory Corporation per Chapter 7 Article 17 of the WV Code)

Location: Upshur County Administrative Annex, Suite 101, 91 W. Main Street
Date: Tuesday, November 16, 2021
Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---October 19, 2021

Public Questions/Comment Period

Report from Fire Fee Clerk on Collections and/or Operational Procedures

- Cumulative report
- Update on unpaid fees list

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 10/29/2021---\$178,842.99
- Disbursement from Chief Tax Deputy for October---TBD prior to the meeting

Payment of Bills/Invoices

- *Software Systems---monthly maintenance---Invoice #35521---\$211.00
- *Ferrari and Associates---Audit---Invoice # 0001274---\$2,200.00
- *Upshur County Commission---Reimbursement---Payroll---July-September---\$5,707.92
- *Upshur County Commission---Reimbursement---P-card---certified letter---\$7.38
- *Record Delta---Class I Legal Advertisement---Acct# 3149---\$74.11
- *State Auditor---Financial Audit---Invoice 20100---\$176.00

First disbursement of 2021 Fire Fee funds to Banks District VFD, Buckhannon VFD, Selbyville VFD, and Washington District VFD; in the amount of \$20,000.00 each

Review and Approval of Corrective Tickets and Exoneration requests

Discussion/Approval of criteria for filing civil action for unpaid fire fees

Review of remaining VFD Financial Statements (Adrian, Ellamore, and Warren District)

Other Items/Matters to Consider

Date of Next Meeting---December 21, 2021---Adjournment

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, November 18, 2021**

Channel 3 is Live Streaming our City Council Meetings at <https://www.facebook.com/ch3buckhannon/> Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or drop box behind City Hall.

Please join the meeting from your computer, tablet or smartphone <https://global.gotomeeting.com/join/804282709>

You can also dial in using your phone United States: [+1 \(872\) 240-3212](tel:+18722403212) Access Code: 804-282-709

A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America

B. Recognized Guests

- B.1 Seth Hoffman-Raven Rock Networks
- B.2 John Waltz-Chairperson of the Colonial Theatre Board

C. Department & Board Reports

- C.1 Public Works Director- Jerry Arnold
- C.2 Finance Director- Amberle Jenkins
- C.3 Police Chief- Matthew Gregory
- C.4 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 Letter from Colonial Arts Center RE: Managing Director Position
- D.2 Letter from David McCauley-Gift Supporting to SYCC Capital Campaign
- D.3 Thank you Letter from Almost Heaven BBQ RE: Spooktacular Event Sponsorship
- D.4 Notice of Fire Civil Service Commission Accepting Applications for Position of Probationary Firefighter
- D.5 Proclamation-Small Business Saturday

E. Consent Agenda

- E.1 Approval of Minutes -Regular Meeting 10/21/2021 & 11/04/2021 & Special 11/15/2021
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

F. Strategic Issues for Discussion and/or Vote

- F.1 Discussion/Possible Vote Upgrading City Hall's Internet Connect to Fiber
- F.2 Approval to Begin the Search Process for the Full-Time Position of the Managing Director for the Colonial Arts Center
- F.3 Approval to Authorize Letter of Support for A&O Railroad Consolidated Rail Infrastructure & Safety Improvement Grant Application
- F.4 Easement-Community Bank-Alley
- F.5 Approval to Accept the Revision to Section 9.07 of the Rules & Regulations of the Firemen's Civil Service Commission
- F.6 Approval M.O.U. Catholic Diocese of Wheeling RE: Property Exchange at bottom of St. Joseph Hill
- F.7 Approval to Accept UCC Resolution to Allocating \$15,000.00 to COB for Fire Response within the First Service Zone
- F.8 Approval of Agreement between Owner and Engineer for Professional Services-On Call Engineering Services

G. Comments and Announcements

- G.1 Pamela Bucklew
- G.2 C J Rylands
- G.3 David Thomas
- G.4 Jack Reger
- G.5 Shelia Lewis-Sines
- G.6 Randall Sanders

H. Mayor's Comments and Announcements

I. Adjournment

Posted 11/15/2021

Next Regular Scheduled City Council Meeting Thursday, December 2, 2021

NOV-17-2021 09:54 AM ELKINSROADPSD

3044722028

P. 02/07

Elkins Road Public Service District
Board of Directors' Regular Meeting
October 5, 2021

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, October 5, 2021.

Chair, Carey Wagner, called the meeting to order at 5:00 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner (via zoom), Secretary-Larry Heater and Board Member-David Burr

Staff Present were: Office Manager-Carolyn Douglas; Billing Specialist-Linzy Wilson; System Operator-David Wamsley

Zoom participants: Greg Belcher, CTG and Cary Smith, Region VII

Unless otherwise stated all motions passed by vote 3-0.

Recognize that two (3) customers were present.

APPROVAL OF MINUTES

Minutes of September 7, 2021 Regular Monthly Meeting were presented for approval. Larry Heater made a motion to approve the minutes. David Burr seconded. Motion carried

APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. Larry Heater made a motion to approve the financial report and pay the bills to date. Seconded by David Burr. Motion carried

QUICK DAMAGE CLAIM

No updates

PHASE III EXTENSION PROJECT

Cary Smith with Region VII presented IJDC Request # 16 in the amount of \$45,425.31; of which will be broken down between SCBG \$13,512.85 and IJDC \$31,912.46. Larry Heater made a motion to approve and make payments. David Burr seconded. Motion carried

Greg Belcher gave updates on the all contracts which are substantially complete. He informed the Board about the amounts of underruns per contract (Contracts 3 & 4). Contract 3 is still waiting on the Kesling Ridge Booster new electrical panel and as of the meeting still no update on arrival of this panel from Mark Place. Contract 4 still has punch list items to be completed on several roads.

NOV-17-2021 09:55 AM ELKINSROADPSD

3044722028

P. 04/07

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	Regular Monthly Meeting	Start Time	5:00 PM
Date	Tuesday, October 5, 2021	Place	P.S.D. Office 133 Fallen Road, Buckhannon

Meeting Called to Order by Chairperson 5:00 PM
 Pledge of Allegiance
 Roll Call Introduce Board of Directors
 Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-David Burr
 Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;
 System Operator-David Wamsley
 Recognize Current Customers
 Approval of Minutes - September 7, 2021 Regular Monthly Meetings Vote
 Treasurer Report/Payment of Bills for October/bal of September Invoices Vote

ITEMS FOR DISCUSSION

Quick Damage Claim/Lawsuits Vote
 Updates

Phase III Extension Project Update Vote
 Invoice payment approval
 Progress Reports & Discussion
 Change Orders
 Project Underruns & Proposed Use
 Waugh Tank Overflow
 Master Meter Backflow

Maintenance Report
 Leak Detection
 Winterization Plan
 Pipe List (Move to New Area)
 Hydrant Repair List

Date & Time of November 2021 Meeting - Tuesday, November 2, 2021 @ 5:00 pm

Adjournment Vote

Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you. Thank you for your patience!!!! ☺)

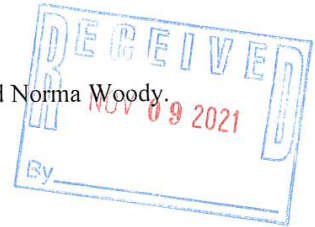
Rough Draft Prepared by Office Manager September 29, 2021
 Prepared by Board Chair and Office Manager September 30, 2021
 Posted and Available to the Public on October 1, 2021

[illegible]

Adrian Public Service District

October 7, 2021

Monthly Board Meeting



Present from Adrian PSD: Paul Spencer, Kelly Arnold, Carolyn Douglas, Eric Brunn, and Norma Woody.

Visitors in attendance: Barbara Myers, Jack Davidson.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Chairman Spencer.

Visitor Barbara Myers submitted a petition from Big Bend Road for future water project consideration. Jack Davidson expressed his concerns with flushing in Canaan Road area. Eric Brunn agreed to meet with Mr. Davidson to resolve his concerns.

Minutes of the September 2nd meeting were read. Kelly made the motion to approve the minutes and Carolyn second.

Invoices were presented. Motion to pay by Paul, second by Kelly.

Old Business

- Phase VIII/Pickens updates provided by Norma Woody. A permit for Phase VIII project was approved by Office of Environmental Health Services.

New Business

- None

Items for Discussion/Action/Approval

- Norma Woody provided an update on WVCorp filings, additionally presented a copy of Tetrick & Bartlett, PLLC June 2020-June 2019 Independent Auditor's Report for board members review.
- Kelly Arnold's term as board member expires October 31, 2021. The board voted unanimously to recommend the re-appointment of Kelly W. Arnold as board member for a six year term. Norma submitted a request to County Commission for approval at their next meeting.
- The board approved Norma Woody to replace Lindsey Woody as Office Manager. Board members approved Norma's pay retroactive for six weeks at previous manager's wage. Norma requested the retroactive payment be included with her yearly employee compensation review. The board approved her request.

Maintenance Report

- Repaired four Chlorinators.
- Repaired one service leak.
- Replaced two inch valve at Granville lane.
- Replaced meter setter at Real Leaf Drive.
- Met with John Harper from Public Service Commission at Carlyle-Bennett residence.
- Generator evaluated by a professional technician, however, Ed Tenney, Adrian PSD provided solution.

Office Report

- Bennett & Dobbins Fiscal Year Audit being prepared.

Adjournment

The meeting adjourned at 4:00 pm. Next regular meeting will be November 4, 2021 at 3:00 pm

Board of Directors

Paul Spencer
Paul Spencer, Chairman

Carolyn Douglas
Carolyn Douglas, Vice Chairman

Kelly Arnold
Kelly Arnold, Sec., Treas.

NOV-17-2021 09:56 AM ELKINSROADPSD

3044722028

P.06/07

Elkins Road Public Service District
Board of Directors' Special Meeting
October 26, 2021

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Tuesday, October 26, 2021.

Chair, Carey Wagner, called the meeting to order at 5:00 p.m.

Members Present were: Chair-Carey Wagner, Secretary-Larry Heater and Board Member-David Burr

Staff Present were: Office Manager-Carolyn Douglas; Billing Specialist-Linzy Wilson and System Operator – Dave Wamsley

OLD PSD OFFICE BUILDING

A special meeting was held at the old PSD Office to discuss what preparations were needed to get the old office ready for selling.

There being no further business, **the meeting adjourned on motion made by Larry Heater and seconded by David Burr.** Meeting adjourned at 6:00 p.m.

The next meeting will be held on Tuesday, November 2, 2021 at 5:00 p.m.

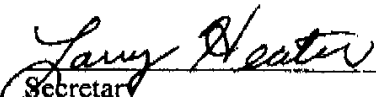
Respectfully submitted:

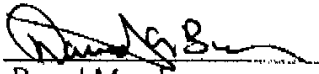
ERPSD Board of Directors Secretary, Larry J Heater//CD

Attachments: Agenda

Approved By:


Board Chair/Treasurer
Carey Wagner


Secretary
Larry Heater


Board Member
David Burr

NOV-17-2021 09:56 AM ELKINSROADPSD

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P. 07/07

ELKINS ROAD PUBLIC SERVICE DISTRICT Agenda

Meeting	Special Meeting	Start Time	5:00 PM
Date	Tuesday, October 26, 2021	Place	Elkins Road PSD 4536 Old Elkins Rd

Meeting Called to Order by Chairperson 1:00 PM
 Introductions - Carey Wagner, Chair; Larry Heater, Secretary; David Burr, Board Member
 Office Staff - Carolyn Douglas, Office Manager; David Wamsley, System Operator; Linzy Wilson, Billing Specialist
 Recognize Current Customers

ITEMS FOR DISCUSSION

Old PSD Office	Vote
What needs to be done to sell building	

Adjournment	Vote
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Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you. Thank you for your patience!!!! ☺)

Rough Draft Prepared by Office Manager October 25, 2021
 Prepared by Board Chair and Office Manager October 25, 2021
 Posted and Available to the Public on Friday, October 22, 2021