

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 10, 2022

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• November 3, 2022

9:15 a.m. Discuss potential property acquisition

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

9:45 a.m. Upshur County Tobacco Prevention Coalition – Presentation of Great American Smokeout Proclamation *

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Lori Ulderich Harvey, Upshur County Family Resource Network Director – Presentation of Adoption Month Proclamation *

[Pages 5-6](#)

Items for Discussion / Action / Approval:

1. Approval and signature of the 22-JAG-34 Grant Contract Agreement, Resolution, Certifications and Standard Conditions and Assurances. The grant award is in the sum of \$18,750 to be used to support the position of the Prevention Resource Officer assigned to Buckhannon-Upshur Middle School. * [Pages 7-29](#)
2. Approval of “Request for Qualifications” for Planning / Design Services to develop a Master Plan for newly acquired property within Upshur County consisting of 70.87 acres. Sealed Proposals must be received by the Commission no later than 4:00 p.m. on Friday, December 9, 2022. All Proposals will be opened, reviewed and evaluated by the Upshur County Commission at 10:30 a.m. on Thursday, December 15, 2022. * [Page 30](#)
3. Consideration and approval of advertisement for a part-time Maintenance/Grounds Keeper Position for the Upshur County Youth Camp Facility. Applications are due no later than close of business Friday December 9, 2022. * [Page 31](#)
4. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

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

1. Upshur County Mileage Reports – September, 2022

Pages 32-41

- Addressing and Mapping
- Community Corrections
- Dog Pound
- Emergency Management
- Maintenance
- Sheriff
- Upshur 911

2. Lewis-Upshur Animal Control Facility Reports for the months of September, 2022

Pages 42-46

- Adoption Financial Transactions
- Cat Report
- Animal Report
- Animal Control/Humane Officer Animal Report

3. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

Meeting Minutes:

- Adrian Public Service District Pre-Closing/
Pre-Construction Meetings
- Adrian Public Service District Board Meeting

October 31, 2022

October 6, 2022

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c) Meetings: *CHANGES ARE NOTED IN BOLD TYPE

Elkins Road PSD	Tue	11/1/2022	5:00 PM
Adrian PSD	Thu	11/3/2022	3:00 PM
Upshur-Buckhannon Board of Health	Thu	11/3/2022	6:00 PM
Banks District Volunteer Fire Department	Thu	11/3/2022	7:00 PM
City Council of Buckhannon	Thu	11/3/2022	7:00 PM
Selbyville VFD	Thu	11/3/2022	7:00 PM
Upshur County Senior Center Board	Tue	11/8/2022	12:00 PM
Hodgesville PSD	Tue	11/8/2022	4:00 PM
Warren District VFD	Tue	11/8/2022	7:00 PM
Adrian VFD	Tue	11/8/2022	7:30 PM
Buckhannon-Upshur Chamber of Commerce	Wed	11/9/2022	12:00 PM
Upshur County Convention and Visitors Bureau	Wed	11/9/2022	3:00 PM
Tennerton PSD	Wed	11/9/2022	3:00 PM
Buckhannon River Watershed Association	Wed	11/9/2022	6:00 PM
Ellamore VFD	Wed	11/9/2022	7:00 PM
UCDA-Executive Board Meeting	Thu	11/10/2022	7:00 AM
Upshur County Safe Sites & Structures Enforcement Board	Thu	11/10/2022	3:00 PM

Buckhannon VFD	Thu	11/10/2022	7:30 PM
Washington District VFD	Sun	11/13/2022	6:00 PM
Upshur County Family Resource Network	Mon	11/14/2022	12:00 PM
Buckhannon-Upshur Airport Authority	Mon	11/14/2022	4:00 PM
Upshur County Solid Waste Authority	Mon	11/14/2022	4:30 PM
Buckhannon-Upshur Recreational Park Advisory Board	Mon	11/14/2022	5:30 PM
Lewis-Upshur Community Corrections Board-Upshur Co. Location	Mon	11/14/2022	6:00 PM
Upshur County Fire Board, Inc. @Washington District VFD	Tue	11/15/2022	6:30 PM
Lewis Upshur LEPC-Lewis Co. Location	Wed	11/16/2022	12:00 PM
Upshur County Public Library Board	Wed	11/16/2022	4:00 PM
Upshur County Farmland Protection Board	Thu	11/17/2022	6:00 PM
Upshur County Youth Camp Board	Thu	11/17/2022	6:30 PM
Wes-Mon-Ty Resource Conservation & Development Council	Fri	11/18/2022	10:00 AM
UC Enhanced Emergency Telephone Advisory Board	Tue	11/22/2022	3:00 PM
Upshur County Fire Fighters Association	Wed	11/23/2022	7:00 PM

4. Appointments Needed or Upcoming:

- Upshur County Building Commission Expiration (Richard Ralston, II 11/10/2022)

****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. Review and approval of revised Overtime / Compensatory Time Policy within the Upshur County Employee Handbook of Personnel Guidelines dated February 10, 2022. (Tabled 11/3/2022)

**Next Regular Meeting of the Upshur County Commission
November 17, 2022 --- 9:00 a.m.
Upshur County Courthouse Annex**

The County Commission will begin Canvassing for the November 8th General Election on
Monday, November 14, 2022 starting at 9:00 a.m. in the County Clerk area.



The American Cancer Society sponsors the Great American Smokeout on the third Thursday of November (November 17, 2022) each year, challenging smokers to give up cigarettes for 24 hours as an effort toward reducing or quitting entirely. If you or a loved one smokes cigarettes, consider joining the movement, and take the first step toward quitting cigarettes forever!

In our state, a pack of cigarettes costs approximately \$6.62 plus tax, so if you multiply that one pack a day, the monthly cost is over \$200. To take that to a yearly cost, it is roughly \$2,400. If you quit, you could take your family on a week-long vacation, afford a monthly utility payment. Even if you only quit for four months, you could purchase a laptop/tablet and internet service.

E-cigarette use, or vaping, among adults and youth is an **epidemic** in West Virginia. Vaping use rates are rising faster in West Virginia than rates across the nation. More than 1 in 3 (35.7%) West Virginia high school students report current use of e-cigarettes. This is a 150% increase from 2017 to 2019 alone. The high school tobacco use rate is 40.6%.

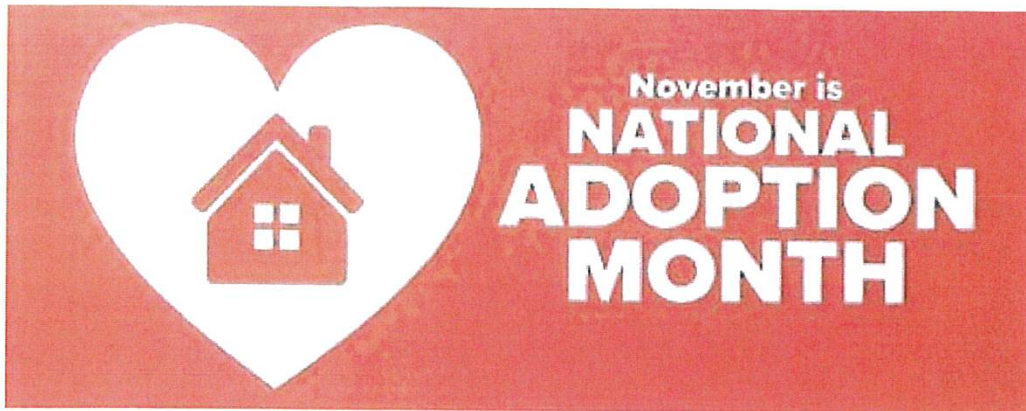
Studies show that second and thirdhand smoke also poses health risks. Secondhand smoke can increase lung cancer by 20 – 30%. Smoke from the end of a cigarette has a higher concentration of the cancer-causing chemicals than the smoke exhaled by a smoker. The US EPA says secondhand smoke is among the most dangerous substances known to cause cancer. Thirdhand smoke refers to the toxins from cigarette smoke that stick to soft surfaces. Thirdhand smoke not only affects adults but also babies, children, and even pets.

NOW, THEREFORE, BE IT PROCLAIMED that the Upshur County Commission hereby recognizes and supports the American Cancer Society's GREAT AMERICAN SMOKEOUT on November 17, 2022, in Upshur County and encourages all citizens who smoke, use chew or dip tobacco, vape, or any other devices to ingest nicotine to demonstrate to themselves and to their children that they can quit by joining the American Cancer Society's Great American Smokeout.

Doug Bush, Upshur County Commissioner

Samuel Nolte, Upshur County Commissioner

Kristie Tenney, Upshur County Commissioner, President



A proclamation of Upshur County Commission recognizing November 2022 as National Adoption Month:

National Adoption Month is an initiative of the Children's Bureau with a goal to increase national awareness and bring attention to the need for permanent families for children and youth in the U.S. foster care system.

For over two decades, National Adoption Month has been promoted and celebrated every November in communities across the country. Many national, state, and local agencies as well as foster, kinship care, and adoptive family groups will help spread the word through programs, events, and activities that help raise awareness for thousands of children and youth in foster care who are waiting for permanent, loving families. This year National Adoption Day is Saturday, November 19th.

As of October 2022, there are approximately 6,400 children in foster care with not nearly enough open foster homes. The numbers continue to climb at an alarming rate. There are also a great deal of children living with family members who do not seek services in fear that the children will be removed from their care, so that only increases the number of foster children in our state.

Upshur County FRN continues to raise awareness of foster care and adoption in the hopes that these children can be placed in forever homes. We work to present the facts and dispel the myths to the journey to foster and/or adopt by holding foster care open houses and is currently starting a foster care and adoption peer group in

Upshur County. Currently the UCFRN has held three, going on four, Healthy Grandfamilies sessions in Upshur County. A Grandparents Café has also recently been established, born from the Healthy Grandfamilies group.

Many children awaiting adoptive families were removed from their biological families due to abuse, neglect or abandonment. These children have endured hardships, sadness, loss of relationships, and abuse. All of these children deserve a permanent home. Without a permanent, loving adoptive home, these children face the likelihood of entering adulthood with no parental guidance or support. We believe that all children deserve a loving, safe home.

NOW, THEREFORE BE IT PROCLAIMED BY THE UPSHUR COUNTY COMMISSION, that they hereby proclaim November 2022 as National Adoption Month and November 19, 2022 as National Adoption Day in Upshur County and encourage the residents of Upshur County to consider fostering or adopting a child or donating time, resources, or educating and advocating for our kids. We also celebrate all of the adoptions that have taken place in Upshur County.

Doug Bush, Upshur County Commission

Samuel Nolte, Upshur County Commission

Kristie Tenney, President, Upshur County Commission

On this date, November 10, 2022



Jim Justice
Governor of West Virginia

October 13, 2022

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

Dear Commissioner Tenney:

I am pleased to inform you that I have approved a Justice Assistance Grant (JAG) award to the Upshur County Commission in the amount of \$18,750. These funds will provide one or more uniformed officers to act as a mentor, role model, and advocate for students at Buckhannon-Upshur Middle School. The officer(s) will provide course instruction on topics such as drug and alcohol awareness, social skills, and conflict resolution.

Please let me know if our Justice & Community Services' staff or I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, which appears to read "Jim Justice".

Jim Justice
Governor

JJ/mah

Cc: Matthew Sisk, Project Director
Tabatha Perry, Fiscal Officer

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND THE
UPSHUR COUNTY COMMISSION

22-JAG-34

This **AGREEMENT**, entered into this **13th of October 2022** by the Assistant 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 Justice Assistance Grant Funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will provide one or more uniformed officers to act as a mentor, role model, and advocate for students at Buckhannon-Upshur Middle School. The officer(s) will provide course instruction on topics such as drug and alcohol awareness, social skills, and conflict resolution.**

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, 2022** and shall continue those services/activities until **September 30, 2023**. 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 **\$18,750.00** 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 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 West Main Street, Suite 101
Buckhannon, West Virginia 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 G. Tenney, President
Upshur County Commission**

**Jeffrey D. Estep, Assistant Director
Justice and Community Services Section**



**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: Condition #13 added on October 23, 2022

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. **PROHIBITED CONDUCT BY RECIPIENTS AND SUBRECIPIENTS RELATED TO TRAFFICKING IN PERSONS:**

Section A. Provisions applicable to a recipient that is a private entity

- I. During the period of time that this award is in effect, the recipient, the recipient's employees, any subrecipient, and the employees of any subrecipient may not engage in:
 - (a) Severe forms of trafficking in persons;
 - (b) Procurement of a commercial sex act;
 - (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
 - (d) Acts that directly support or advance trafficking in persons, including acts such as:
 - Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - Without legally sufficient justification as determined by the Office on Violence Against Women (OVW), failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to soliciting a person for employment, or in an offer of employment;
 - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
- II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that the recipient or a subrecipient ("subgrantee") that is a private entity:
 - (a) Violated a prohibition in section A.1 of this award condition; or
 - (b) Has an employee who violated a prohibition in section A.1 of this award condition through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to the recipient or the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

Section B. Provisions applicable to a recipient other than a private entity

- I. During the period of time that the award is in effect, any subrecipient ("subgrantee") that is a private entity, and the employees of any subrecipient that is a private entity, may not engage in:
 - (a) Severe forms of trafficking in persons;
 - (b) Procurement of a commercial sex act;
 - (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
 - (d) Acts that directly support or advance trafficking in persons, including acts such as:

- Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - Without legally sufficient justification as determined by OVW, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
 - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
- II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that a subrecipient ("subgrantee") under this award that is a private entity:
- (a) Violated a prohibition in section B.1 of this award condition; or
 - (b) Has an employee who violated a prohibition in section B.1 of this award condition through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

Section C. Provisions applicable to any recipient

- I. The recipient must inform OVW promptly, and without delay, of any information the recipient receives from any source alleging a violation of a prohibition in section A.1 or B.1 of this award condition.
- II. OVW's authority to terminate this award unilaterally (without penalty), described in section A.2 and B.2 of this award condition:
- (a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), (22 U.S.C. 7104(g)), and
 - (b) Is in addition to any and all other remedies for noncompliance that are available to OVW with respect to this award, whether under the TVPA (see, e.g., 22 U.S.C. 7104b) or other applicable law.
- III. The recipient must include and incorporate all applicable provisions of this award condition in any subaward ("subgrant") the recipient makes to a private entity.

Section D. Definitions.

For the purposes of this award condition:

- I. "Employee" means either:

- (a) An individual employed by the recipient or by a subrecipient ("subgrantee") who is engaged in the performance of the project or program under this award; or
 - (b) Another person engaged in the performance of the project or program under this award, whether or not compensated with award funds, including, but not limited to, a volunteer, an individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements, or an agent (including a labor recruiter or broker).
 - II. *"Forced labor"* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - III. *"Private entity"*:
 - (a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25.
 - (b) Includes:
 - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).
 - A for-profit organization.
 - IV. *"Severe forms of trafficking in persons," "commercial sex act," and "coercion"* have the meanings given at section 103 of the TVPA (22 U.S.C. 7102).
14. **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: _____

RESOLUTION

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

Be it resolved that the **Commission** hereby authorizes **Kristie G. Tenney**, **President** of the **Upshur County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the Justice Assistance 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:

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

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

22-JAG-34

55-6000406

4. Typed Name and Title of Authorized Representative

Kristie G. Tenney, Commission President

5. Signature

6. 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: Upshur County Commission	
Address: 91 West Main Street, Suite 101, Buckhannon, WV 26201	
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: 028608099	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Matthew Sisk, UCBOE Director of Safety & Emergency	
Telephone Number: 304-472-5480 x1019	E-Mail Address: matthew.sisk@k12.wv.us

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

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, Kristie G. Tenney _____ [responsible official], certify that Upshur County Commission [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: Upshur County Commission [organization], 91 West Main St. Ste 101, Buckhannon, WV 26201 [address].

Kristie G. Tenney, Commission President

Print or Type Name and Title Signature Date

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

REQUEST FOR QUALIFICATIONS
PLANNING / DESIGN SERVICES

The Upshur County Commission is accepting Statement of Qualifications from professionally qualified planning / design consultants and /or similar consultants detailing the firm's qualifications, technical expertise, management and staffing capabilities, references, and related prior experience with comprehensive design and planning services for an indoor / outdoor recreation complex. The Commission's objective is to develop a Master Plan for newly acquired property within Upshur County consisting of 70.87 acres. Professional services may include, but are not limited to, assistance in developing a plan for future use of the grounds, preparation of construction plans and specifications, bidding and contracting services, construction administration services, and construction observation services.

A scope of work and proposal requirements may be obtained online at http://cms4.revize.com/revize/upshurwv/government/commission_office/bid.php#
 Questions can be directed to Tabatha R. Perry by calling (304) 472-0535 x.2, or e-mailing trperry@upshurcounty.org.

The complete proposal must be submitted in a sealed package marked "Upshur County Recreation Planning and Design" and received by 4:00 p.m. on December 9, 2022, by the Upshur County Commission. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time. In order to be considered, prospective firms must submit one (1) original proposal and five (5) additional copies in the required format to:

Upshur County Commission
 Upshur Co. Administrative Annex
 91 W Main Street, Suite 101
 Buckhannon, WV 26201

Procurement of said services will be in accordance with WV Code §5G-1-3. Attention is directed to the fact the proposed project may be undertaken with a variety of Federal and State funds and all work will be performed in accordance with the regulations issued by such agencies and the State of West Virginia pertaining thereto. Proposals received by the above deadline will be opened, reviewed, and evaluated by the Upshur County Commission at 10:30 a.m. on Thursday, December 15, 2022. The Commission will evaluate the statements of qualifications and performance data and other material submitted by interested firms and select a minimum of three firms which, in their opinion, are best qualified to perform the desired services. Interviews with each firm selected shall be conducted, which may include discussions regarding anticipated concepts and proposed methods of approach.

The Upshur County Commission reserves the right to reject any and all proposals, in whole or in part, and waive any informality during the proposal process not involving price, time of submittal or changes in the Work and to negotiate contract terms with the successful proposer. The Commission reserves the right to consider the most advantageous proposal thereof or to reject the proposal.

**Part-time Maintenance/Grounds Keeper Position
Upshur County Youth Camp Facility**

The Upshur County Youth Camp Board is accepting applications for a part-time maintenance/groundskeeper position at the Youth Camp Facility located in Selbyville, WV. Individual will be responsible to assist in the upkeep of buildings, grounds, operations of dining facilities and other duties as assigned. The position start date is TBD but will begin early 2023. Individuals may obtain an application from the Office of the Upshur County Commission located at the Upshur County Administrative Annex, 91 West Main Street, Suite 101, during the normal business hours of 8:00 a.m. until 4:00 p.m., from Gregory Woody, Camp Director, located at the Upshur County Youth Camp Facility in Selbyville, WV or online at www.upshurcounty.org. Applications must be received at one of the following addresses on before the close of business on Friday, December 9, 2022.

Cindy Hughes
Upshur County Administrative Annex
91 W. Main Street, Suite 101
Buckhannon, WV 26201

Gregory Woody, Camp Director
Upshur County Youth Camp
76 Youth Camp Rd
Selbyville, WV 26236

Please do not make phone inquiries about this position. Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, age, or handicap. Upshur County has established a drug free and tobacco free work environment.

MONTH / YEAR: Sept. 2022

[illegible]

DEPARTMENT: Comm Corrections

MONTH / YEAR: Sept 2022

[illegible]

DEPARTMENT: Comm Corrections

MONTH / YEAR: Sept 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal)
	Grey Jeep		9057	930	73	0
			9130	9189	59	0
			9189	9229	110	0
			9229	9391	92	0
			9391	9420	29	0
			9420	9645	225	0
			9645	9684	39	0
			9684	9746	62	0
			9746	9779	33	0
			9779	9865	86	0
			9865	9909	44	0
			9909	9991	82	0
			9991	10110	119	0
			10110	10166	56	0
			10166	10236	70	0
			10236	10284	48	0
			GRAND TOTALS		1227	0



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

Department: Dog Pound

Month/Year: September 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,489	103,490	1	
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,490	103,491	1	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
Total Miles					2	



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

 DEPARTMENT: DHSEM

 MONTH / Year Sep-22

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Steve Wykoff	2019 Chevy 2500	2GC2KREG1121064	10647	10682	35	0
GRAND TOTALS					35	0

MONTHLY MILEAGE LOG

MONTH / YEAR: Sept. 2022

[illegible]

UPSHUR

UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: MaintenanceMONTH / YEAR: Sept. 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 Ford F-250	1FDBFZB69KEC81	13977	14285	308	20.0
Chris AlKire		902				19.3
Eric Poling				Tractor ←		4.3 Diesel
Louisa Koone						
GRAND TOTALS					308	39.3 0



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Sept. 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2008 Toyota Tundra	5TBBV54188551	95396	95674	278	16.37
Chris Alkire		4917			0	
ERIC POLK					0	
LORETTA KOONE				Tractor ←	diesel	4.49
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		278	16.49

Sep-22

UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL

[illegible]



UPSHUR COUNTY COMMISSION

MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: September 2022

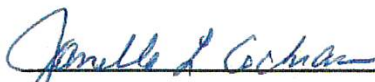
Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2021 Ford Explorer	1FMSK8BH4MGC9760	5795	6194	399	33
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		399	33

LEWIS-UPSHUR ANIMAL CONTROL FACILITY		
MONTH OF <u>Sept 2022</u>		
	UPSHUR	LEWIS
ADOPTIONS		
CASH	\$625	\$355
CHECK	\$120	\$30
E STORE CREDIT CARD	\$365	\$100
SUBTOTAL	\$1,100	\$485
SPAY/NEUTER DEPOSIT		
CASH	\$450	\$400
CHECK	\$100	\$100
E STORE CREDIT CARD	\$700	\$300
SUBTOTAL	\$1,250	\$800
BOARD RESCUE		
CASH	\$180	\$50
CHECK	\$0	\$0
E STORE CREDIT CARD	\$30	\$40
SUBTOTAL	\$210	\$90
MICRO-CHIPPING		
CASH	\$13	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$13	\$0
DONATIONS		
CASH	\$60	\$0
CHECK	\$186	\$0
E STORE CREDIT CARD	\$110	\$0
SUBTOTAL	\$356	\$0

OTHER		
TOTAL	\$2,929	\$1,375

LEWIS-UPSHUR ANIMAL CONTROL FACILITY REPORT
ACCOUNT OF CATS
JANELLA COCHRAN, SUPERVISOR OF ANIMAL SERVICES
(September 2022)

TRANSACTION	UPSHUR	LEWIS	TOTAL
Cats brought in by City Trapper	2	0	2
Cats brought in by Animal Control Officer	4	13	17
Cats brought in by County Residents	92	33	125
Cats brought in by Law Enforcement	0	0	0
Cats in Drop Box	0	0	0
Cats Quarantined	0	0	0
Cat returned to owner	0	0	0
Cats Escaped	1	0	1
Adoptions:			
With Charge	27	6	33
Without Charge	0	0	0
Rescues:			
With Charge	0	0	0
Without Charge	62	26	88
Euthanasia:			
Owner Request	3	15	18
Other	0	1	1


 Signature

10/28/22
 Date

LEWIS - UPSHUR ANIMAL CONTROL FACILITY
ANIMAL REPORT (October 2022)
ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY
FOR THE MONTH OF (September 2022)

TRANSACTION	UPSHUR	LEWIS	TOTAL
Dogs brought in by Animal Control Officer	20	24	44
Other Animals brought in by Animal Control Officer	0	0	0
Dogs brought in by County Residents	13	1	14
Dogs brought in by Law Enforcement	0	0	0
Dogs in Drop Box	0	0	0
Dogs Quarantined	0	0	0
Dogs Returned to Owner	2	2	4
Dogs Escaped	0	0	0
Adoptions:			
With Charge	18	10	28
Without Charge	0	0	0
Rescues:			
With Charge	0	6	6
Without Charge	0	2	2
Euthanasia:			
Owner Request	13	0	13
Other	1	0	1
Total	67	45	5



Signature

10/28/22

Date

John Slaughter, Animal Control/Humane Officer

Monthly Animal Report

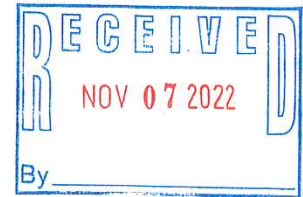
Sept 2022

TRANSACTION	Upshur	Lewis	TOTAL
Animals picked up by ACO:			
Dogs	20		
Other	5		
Animals returned to Owner by ACO:			
Dogs	0		
Other	0		
Animals delivered to LUACF:			
Dogs	20		
Other	5		
Animals Quarantined by ACO:			
Dogs	0		
Other	0		
Animals Terminated:			
Dogs	0		
Other	0		
Total Number of Hours Involved	180		

John Slaughter
Signature

10-13-22
Date

Adrian Public Service District
October 31, 2022
Pre-Closing/Pre-Construction Meetings
10:00am/11:00am consecutive



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

Visitors: Norman Farley, Trey Horner, Stacy Karickhoff, Todd Swanson, Stephanie Hickerson, Carrie Wallace, Mariah Hatton, Gary Weaver, Bryan Reger, Kevin Lewis, Mark Williams, Jonathan Wright, David Tennant, Brittany Kuhn, Ryan Menendez, Justin Arbogast, Caleb Butcher, Jim Butcher, Gary Mann and Morgan Haymond.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 10:00 am by Chairman, Paul Spencer.

Items for Discussion/Action/Approval

- Adrian Public Service District had election of officers. Kelly Arnold made a motion for Paul Spencer to serve as Chairman. Carolyn Douglas seconding that motion. Paul made a motion for Carolyn Douglas to serve as Vice Chairman, with Kelly seconding that motion. Carolyn made a motion for Kelly Arnold to serve as Secretary/Treasurer, with Paul seconding that motion. The board for Adrian Public Service Board of Directors for the 2022-2023 term are as follows:
Paul Spencer, Chairman
Carolyn Douglas, Vice Chairman
Kelly Arnold, Secretary/Treasurer
- **To consider and act upon a proposed Bond Resolution entitled:**
RESOLUTION AUTHORIZING THE PAYMENT OF THE SERIES 2019 A BONDS AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC SERVICE PROPERTIES CONSISTING OF ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM OF ADRIAN PUBLIC SERVICE DISTRICT, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE DISTRICT OF NOT MORE THAN \$4,900,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2022 A (UNITED STATES DEPARTMENT OF AGRICULTURE); AND NOT MORE THAN \$84,000 WATER REVENUE BONDS, SERIES 2022 B (UNITED STATES DEPARTMENT OF AGRICULTURE) DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT. Paul made a motion to adopt and approve, with Carolyn seconding the motion.
- **To consider a Draw Resolution for the payment of invoices from the Bonds.** Paul made a motion to adopt and approve, with Kelly seconding the motion.
- **To consider a Sweep Resolution pertaining to the automatic payment of the Bonds to the Municipal Bond Commission.** Paul made a motion to adopt and approve, with Carolyn seconding the motion.
- **Take necessary action related to the forgoing.** Paul made a motion to adopt and approve, with Kelly seconding the motion.
- Phase VIII Pickens water extension project pre-closing discussions by USDA, Region VII, Steptoe and Johnson, West & Jones, Hornor Brothers Engineering and Adrian Public Service District.
- Phase VIII Pickens water extension project pre-construction discussions by Pro-Contracting, Hornor Brothers Engineers, Mon Power, Adrian Public Service District, Region VII, West & Jones, and visitors. Contract 1 & 2 was awarded to Pro-Contracting, Bryan Reger owner. Contract 3 was awarded to Mid-Atlantic Storage, Joe Pingley, Regional Sales Manager.
- **Adjournment**

The meeting adjourned at 12:15 pm. Next regular board meeting will be November 3, 2022 at 3:00pm.

Board of Directors

Paul Spencer, Chairman

Carolyn Douglas, Vice Chairman

Kelly Arnold, Sec., Treas.

Adrian Public Service District
October 6, 2022
Monthly Board Meeting

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

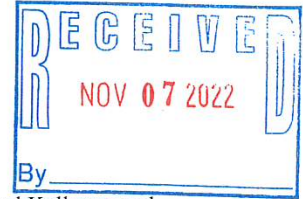
Visitor (Morgan Haymond).

All motions were unanimous unless otherwise noted.

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

Minutes of the September 1st meeting were read. Carolyn made the motion to approve the minutes and Kelly second.

Invoices were presented. A motion was made to pay by Paul, second by Kelly.



Old Business

- Phase VIII/Pickens update provided by Norma Woody and Morgan Haymond. All rights of way and land have been acquired by the district for Phase VIII. All funding, including additional bid overrun funding secured by grant funding from USDA and Water Development Authority of WV (WDA) are complete. Phase VIII Pickens water extension project loan closing is set for November 2, 2022. Bid contracts will be awarded at that time.

New Business

- None

Items for Discussion/Action/Approval

- The board approved and adopted RUS Bulletin 1780-12 "Water and Waste Grand Agreement. Paul made the motion to approve and adopt, and Carolyn second.
- The board approved and adopted Form 1940-1 "Request for Obligation of Fund". Kelly made the motion to approve and adopt, and Paul second.
- The board approved and adopted Form RD 1942-46 "Letter of Intent to meet Conditions". Paul made the motion to approve and adopt, and Carolyn second.
- Norma Woody provided completed audit from Bennett & Dobbins.
- Phase VIII water extension project loan closing is projected for November 2, 2022.
- Mrs. Woody advised the board she had advertised all bids for meters, maintenance building, generators, and roof replacement in the Intermountain, The Record Delta and/or The Clarksburg Telegram/Exponent. Once bids are received, Norma will begin the process of awarding the project and notifying county commission for ARPA funding approval.
- Norma and Lisa are working on the Lead and Copper Rule Revision Questionnaire processing. To date, approximately 600 have been returned.
- Jacob A. Leichter approved by the board for full-time employment after his 90 day probation, to begin October 28, 2022.

Maintenance Report

- Installed 11 service taps.
- Fixed two service leaks.
- Repaired two main breaks.
- Jacob made repairs to Black Ford F250.
- Wind turbine in need of repair.
- Bidding meters, generators, maintenance building and pump station roof replacement.

Office Report

- Bennett & Dobbins annual audit completed on August 30, 2022.

Adjournment

The meeting adjourned at 4:00 pm. Next special meeting will be October 31, 2022 at 10:00 am. Next regular board meeting will be held November 3, 2022 at 3:00 pm.

Board of Directors


 Paul Spencer, Chairman
 
 Carolyn Douglas, Vice Chairman
 
 Kelly Arnold, Sec., Treas.