

## Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](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: February 2, 2023

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• January 26, 2023

9:30 a.m. Tracie Thompson, Upshur County Senior Citizens' Opportunity Center, Inc., Executive Director --  
Presentation of services provided through the Upshur County Senior Center.

10:30 a.m. Enter the Order Removing Mary Given as Administratrix for the Estate of Naomi Given, deceased,  
and Appoint Virgil D. Miller, Sheriff of Upshur County, as the Administrator De Bonis Non

11:00 a.m. Conduct interview with Civil & Environmental Consultants, Inc. (CEC) for the planning and design  
services of an indoor/outdoor recreation complex at the newly acquired property within Upshur  
County consisting of 70.87 acres.

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

### Items for Discussion / Action / Approval:

1. Approval of Request for Bids for the Grounds Keeping Contract for 2023. Grounds keeping will commence on or around March 30, 2023 and will conclude on or around September 30, 2023. All sealed bids must be received no later than 4:00 p.m. on March 1, 2023. Sealed bids received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, March 2, 2023. \* Pages 4-15
2. Consider authorizing Tabatha R. Perry, County Administrator, to serve as the Authorized Official on the Office of Juvenile Justice and Delinquency Prevention Program Grant. These funds were previously awarded under the WV Medical Cannabis Grant Program. Upon approval, the Contract Agreement, Resolution, Certifications and Standard Conditions and Assurances will be executed. \* Pages 16-39
3. Approval and signature of correspondence supporting the 26<sup>th</sup> Judicial Community Corrections Day Report Center for inclusion in their upcoming grant application. \* Page 40
4. Consideration and signature of a letter of support for Pierpont Community and Technical College's new state-of-the-art, FAA-approved Aviation Maintenance Center so that the aerospace industry may continue to flourish in North Central West Virginia. \* Pages 41-44

5. Review and Signature of correspondence from Jonathan Vickers, Assistant Director, Chief Inspector's Division of the WV State Auditor's Office, confirming services to be provided to the Upshur County Commission for the fiscal year ended June 30, 2022. The fee for the audit services will be \$38,100. \*  
Pages 45-52
6. Approval and signature of the Management Representation Letter for a Single Audit for period ending June 30, 2022. \*  
Pages 53-58
7. Review and approval of the Upshur County Emergency Communications Standard Operating Procedures Manual (Part: Administration). \*  
Under separate cover
8. Consider resignation of Employee. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 (A)*  
Under separate cover
9. 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. Buckhannon-Upshur County Emergency Services Capability Study Update.
2. Upshur County Mileage Reports – December, 2022  
Pages 59-69
  - Addressing and Mapping
  - Community Corrections
  - Dog Pound
  - Emergency Management
  - Maintenance
  - Parks & Recreation
  - Sheriff
  - Upshur 911
3. Public Notices:
  - a) Newsletters and/or Event Notifications:
    - James W. Curry Library Calendar of Events for February 2023  
Page 70
  - b) Agendas and/or Notice of Meetings:
    - Upshur County Enhanced Emergency Telephone  
Advisory Board  
January 24, 2023  
Page 71
    - City Council of Buckhannon  
February 2, 2023  
Page 72
- Meeting Minutes:
  - Upshur County Family Resource Network  
November 14, 2022  
Pages 73-74
  - Upshur County Enhanced Emergency Telephone  
Advisory Board  
November 14, 2022  
Page 75
  - Upshur County Safe Sites & Structures Enforcement

- c) Meetings: **\*Dates and times of monthly board meetings are viewable at :**  
<http://cms4.revize.com/revize/upshurwv/calendar.php>  
 or go to [www.upshurcounty.org](http://www.upshurcounty.org) and click on the board meetings calendar box on the main page.

4. Appointments Needed or Upcoming:

- None

*\*\*\*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 [chughes@upshurcounty.org](mailto:chughes@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. \*\*\**

5. Board of Review & Equalization Meeting Schedule

**\*Meetings will be held at the Upshur County Administrative Annex unless otherwise noted**

- 02/01/2023 1:00 p.m. – 3:00 p.m. No appointments ---Review Property Books
- 02/03/2023 1:00 p.m. – 3:00 p.m.
- 02/09/2023 10:00 a.m. – 12:00 p.m. (held in the Commission Meeting Room)
- 02/14/2023 10:00 a.m. – 12:00 p.m. Coal, Oil & Gas and Industrial Appointments
- 02/16/2023 10:00 a.m. – 12:00 p.m. Adjournment

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](http://www.upshurcounty.org/agenda_and_minutes/index.php)

Tabled Items

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

**Next Regular Meeting of the Upshur County Commission**

**February 9, 2023 --- 9:00 a.m.**

**Upshur County Courthouse Annex**

## **Upshur County Commission**

### **Upshur County Maintenance Department**

\*\*\*\*\*

### **Grounds Keeping Contract**

Pre-Bid Meeting  
9:00 am Tuesday  
February 14, 2023

Deadline for the  
Submission of Sealed Bid  
4:00 pm Wednesday  
March 1, 2023



Request for Bids ----->

Scope of Work ----->

Certificate of Eligibility ----->

Sample Agreement ----->

Affidavit of Non-Collusion ----->

Independent Contractor Affidavit *(if needed)* ----->

**Request for Bids**  
**Grounds Keeping Contract**

*Publish: February 4, 2023 and February 11, 2023*

The Office of the Upshur County Commission is requesting sealed bid proposals for the above referenced service for various Commission owned properties located within Upshur County, West Virginia. Specifications for bid to include details as listed on the scope of work (available upon request) or at [www.upshurcounty.org](http://www.upshurcounty.org).

Contractors must provide an itemized quote for mowing and trimming of each County owned property listed in the scope of work. Quotes must include all applicable charges. Grounds keeping will commence on or around March 30, 2023 and conclude on or around September 30, 2023. Questions regarding the project shall be directed to Greg Harris, Facilities Director at [gharris@upshurcounty.org](mailto:gharris@upshurcounty.org) or (304) 613-1801.

A **mandatory** pre-bid meeting will be conducted at 9:00 a.m. on Tuesday, February 14, 2023 at the Upshur County Maintenance Department, 2 Chancery Street, Buckhannon, West Virginia. Bid packets, including the scope of work, will be available at the pre-bid meeting. Contractors must attend the pre-bid meeting in order to be considered for the award.

All requested and/or required documentation must be included with the bid submission, including but not limited to the following:

- West Virginia Business License
- Certificate of Insurance naming the Upshur County Commission as an additional insured-- \$1,000,000 minimum general liability coverage
- Certificate of Coverage of Workers' Compensation or executed Independent Contractor Affidavit
- Affidavit of Non-Collusion
- Three references – including name, business name, address, telephone number and e-mail address

**Any and all sealed bids must be received no later than 4 p.m. on**

**March 1, 2023 at the following address:**

**Office of the Upshur County Commission**

**Sealed Bid – Grounds Keeping Contract**

**91 W Main Street, Suite 101**

**Buckhannon, WV 26201**

Sealed bids received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:15 a.m. on Thursday, March 2, 2023.

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. 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.

**Upshur County Commission  
Grounds Keeping Contract**

**SCOPE OF WORK**

Bids must be itemized by location per mow and trim. **A total bid price for the contract must also be submitted.** The numbers in parenthesis represent the number of mows or trims required. Quotes must include all fuel and labor (compliance with West Virginia prevailing wage regulations are **not** required) and any other applicable charges. Grounds keeping will commence on or around March 30, 2023 and conclude on or around September 30, 2023.

Scope of Work

E911 Communications Center/OEM

- Mow and trim entire area (6) \$ \_\_\_\_\_
- Mow and trim inside fence and perimeter of fence (27) \$ \_\_\_\_\_

Lewis-Upshur Animal Control Facility

- Mow and trim (27) \$ \_\_\_\_\_

UC Library Area/Salon

- Mow and trim (27) \$ \_\_\_\_\_

B-U Recreational Park

- Mow and trim pool, pavilions, around kiosks, etc. (27)
  - Mow and trim around and between tennis courts (6)
  - Mow and trim areas in fairways and around disc golf baskets (27)
- \$ \_\_\_\_\_

FEMA Lots --- Norvell Drive

- Mow and trim (27) \$ \_\_\_\_\_

Pringle Tree Park

- Mow and trim (27)
  - \*Also includes trimming around kiosks
- \$ \_\_\_\_\_

Boat Dock --- Hall Road

- Mow and trim dock areas (27)
  - \*Also includes trimming around kiosks
- \$ \_\_\_\_\_

Boat Dock --- Hampton/Ivanhoe

- Mow and trim dock areas (27)

\*Also includes trimming around kiosks

\$ \_\_\_\_\_

Midvale Lantz Road – Kayak Ramp

- Mow and trim (27)

\*Also includes trimming around kiosks

\$ \_\_\_\_\_

**Total Price**

\$ \_\_\_\_\_

### 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 Business; and Name and Title of Individual Signing Certification

---

Signature

---

Date



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

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

**THIS AGREEMENT** is by and between the County Commission of Upshur County, West Virginia ("OWNER") and \_\_\_\_\_ ("CONTRACTOR") for grounds keeping services located within 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: Mowing and trimming County properties listed on the Scope of Work.

The work is generally described as:

- Grounds keeping of County property

**Section 2 – Time Period for Project Completion**

Owner and Contractor agree to the time period for completion as specified in the Request for Bids. Therefore, the commencement date will be on or around March 30, 2023 and completion date will be on or around September 30, 2023. Specific commencement and completion dates must be coordinated with Greg Harris, Upshur County Facility Supervisor.

The Owner and Contractor have the right to renew this Agreement by one-year increments, not to exceed three full years, if work performed and bid price submitted with this agreement continue to be satisfactory to both parties.

**Section 3 – Required Documentation from Contractor**

All requested and/or required documentation must be included with the bid submission, including but not limited to the following:

- West Virginia Business License
- Certificate of Insurance naming the Upshur County Commission as an additional insured with the following limits:
  - At least \$1,000,000 in general liability coverage
- Certificate of Coverage of Workers' Compensation or Executed Independent Contractor Affidavit
- Affidavit of Non-Collusion
- Three References
- 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 upon completion of all work no more than the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for services indicated in the scope of work. Services in addition to those listed on the scope of work will be billed on a per mow/trim basis.

**Section 6 – Payment Procedures**

Contractor shall submit an Application for Payment or an Invoice for Payment on the Friday of each week to Owner for completion of any work completed up to that date. Owner shall have forty (40) days from the date the invoice is received to issue payment, less any disputed charges. Preferred method of payment is VISA credit card.

**Section 7 – Contractor's Representations**

By signature of 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 \_\_\_\_\_, 2023.

**OWNER:**

**CONTRACTOR:**

County Commission of Upshur County

(Vendor)

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 Street, Suite 101  
Buckhannon, WV 26201

Telephone: 304 / 472.0535  
Facsimile: 304 / 473.2802

Telephone:  
Facsimile:

**Greg Harris, Facility Supervisor**  
**(304) 613-1801**

## Affidavit of Non-Collusion

Affidavit of Non-Collusion

Upshur County, WV  
Groundskeeping

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 Groundskeeping 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  
\_\_\_\_\_, 2023 by \_\_\_\_\_ representative for  
\_\_\_\_\_.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Commission expiration date

(seal)

IN THE COUNTY COMMISSION OF  
UPSHUR COUNTY, WEST VIRGINIA

INDEPENDENT CONTRACTOR AFFIDAVIT

West Virginia Code § 23-1-1 *et. seq.* mandates that an employer provide a West Virginia workers' compensation policy to cover certain employees described in Chapter 23 and the rules promulgated thereunder. With very limited exception, every employer shall obtain West Virginia workers' compensation coverage for the protection of its employees.

**All individuals performing services for compensation paid by an employer are presumed to be employees and required to be covered by a West Virginia workers' compensation insurance policy unless and until it is shown that the worker is an independent contractor. *The burden of proving that an individual is an independent contractor is at all times, on the party asserting independent contractor status.***

In light of the foregoing, I, \_\_\_\_\_,  
do hereby swear or affirm, under penalty of perjury, that I am an independent contractor because I can satisfy all the following requirements: (Please initial beside each section)

\_\_\_\_\_ 1. The individual holds himself or herself out to be in business for himself or herself;

\_\_\_\_\_ 2. The individual has control over the time when the work is being performed, and the individual's work schedule is not dictated by the person or entity for whom the work is performed. This criterion does not prohibit the person or entity for whom the work is performed from reaching agreement with the individual as to completion schedule, range of work hours, and maximum number of work hours to be provided by the individual, and, in the case of entertainment, the time such entertainment is to be presented;

\_\_\_\_\_ 3. The individual has control and discretion over the means and manner of performance of the work being performed and in achieving the result of the work. In other words, the individual is not being supervised by the person or entity for whom the work is performed on an ongoing basis, but rather, the individual is given a description and expectation of the work to be performed at the outset of the retention of the individuals' services and then is expected to perform the services contracted for without any ongoing supervision. The mere fact that a person or entity for whom the work is being performed checks on the status of the work from time to time, or otherwise monitors the work being performed for the purposes of legal compliance with federal or state laws related to safety does not constitute supervision on an ongoing basis;

\_\_\_\_\_ 4. Unless expressly required by law, the individual is not required to work exclusively for the person or entity for whom the work is performed; and



\_\_\_\_\_. 5. If the use of equipment is required to perform the work, the individual provides most significant equipment required to perform the job.

I, \_\_\_\_\_, do hereby swear or affirm, under penalty of perjury, that I am an independent contractor because I satisfy all of the foregoing requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, to wit:

Taken, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

**22-JJP-14**

This **AGREEMENT**, entered into this **27<sup>th</sup> Day of January 2023** 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 Title II Formula Grants Program funds from the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; and

**WHEREAS** the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be used to place a Prevention Resource Officer (PRO) in Buckhannon-Upshur High School to enhance safety and reduce juvenile delinquency through teaching, mentoring, and child advocacy.**

**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 **December 1, 2022** and shall continue those services/activities until **November 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 **\$15,000.00** 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. Based on the program's most recent compliance audit, JCS has determined that the program **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 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.

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**Tabatha Perry, County Administrator**  
**Upshur County Commission**

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

**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 **Tabatha Perry, County Administrator** 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 Juvenile Justice and Delinquency Prevention 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 subrecipients 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

**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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## INSTRUCTIONS

### Completing the Certification Form

#### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

**Recipients should complete *either* 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.**

#### Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

#### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

#### Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

#### Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

#### Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

### **Public Reporting Burden Statement**

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.





**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](mailto: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](http://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](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. 10<sup>th</sup> 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](http://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](http://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:** \_\_\_\_\_



**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 (EEOP) 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 EEOP Certification form and, if required, an EEOP 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](http://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:** \_\_\_\_\_

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

February 2, 2023

26<sup>th</sup> Judicial Community Corrections  
c/o Cheyenne Walters  
85 West Main Street  
Buckhannon, WV 26201

To whom it may concern:

The Upshur County Commission is grateful for their partnership with the 26<sup>th</sup> Judicial Circuit Community Corrections Day Report Center and its effectiveness within the County.

This program saves Upshur County thousands of dollars each year. Considering the Per Diem Rate increase scheduled for July 2023, the Community Corrections Day Report Center will continue to be vitally important to lessen the financial burden impacting Upshur County. This year, the Day Report Center handled 399 referrals between Upshur and Lewis County, not including DHHR referrals. Grant funding continues to be an essential resource for the Day Report Center to continue operating at maximum efficiency and to be able to assist the continuously growing number of offenders and substance abuse issues. Without these services and grant funding we are certain there would be an increase in offender recidivism resulting in an even further increase in the regional jail bill that would have a devastating impact on the taxpayers of this County.

This Commission continues to support the hard work and dedication of Cheyenne Troxell and her staff. Continued funding of the above referenced program will be greatly appreciated.

Sincerely,

Douglas K. Bush  
Commissioner

Samuel R. Nolte  
Commissioner

Kristie G. Tenney  
Commission President



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TDD Numbers  
Business: 472-9550  
Emergency: 911

February 2, 2023

The Honorable Roger Hanshaw  
Speaker of the House of Delegates  
State Capitol Complex, Building 1, Room 228-M  
Charleston, WV 25305

Dear Speaker Hanshaw,

On behalf of the Upshur County Commission, this letter is to express our support for legislative funding for Pierpont Community and Technical College's Aviation Maintenance Technology facility. The Upshur County Commission serves as the governing body for local county government in Upshur County, located in North Central West Virginia. Therefore, we have a vested interest in supporting the development of the purposed facility.

The Upshur County Commission realizes that legislative support for enhancing economic development for the state of West Virginia has never been more important than it is today. Upshur County is proud to house the Upshur County Regional Airport and is in close proximity to the Mid-Atlantic Aerospace Complex in Bridgeport, West Virginia. The North Central West Virginia Airport and the businesses associated with it provide an estimated annual regional economic output of more than \$1.1 billion. Both airports provide stimulus to the North Central Region of the State and are instrumental in providing positive effects on multiple economic drivers, including tourism, industrial development, and hospitality.

In order to continue to build the economics of the region and the state, an investment in supportive services to the aerospace industry sector is critical. Training of new and incumbent workers in airframe and power plant maintenance technologies offered by Pierpont Community and Technical College through its FAA- certified training must increase in order to meet the industry's demand for more skilled technicians. The building of a facility adjacent to the airport and its aviation businesses not only serves to fill the current and future needs for technicians, but will be, in itself, an attractor for new businesses seeking to locate in an area where high-level skills are taught and skilled workers are readily available for employment. The prospect of having skilled aviation mechanics will impact Upshur County directly by providing a pool of workers to employ at the Upshur County Regional Airport.

Speaking on behalf of the Upshur County Commission, I encourage the legislature to support Pierpont Community and Technical College's request for funding to build a new Aviation Maintenance Technology Center, thus helping to secure further regional and state economic development and the growth of the state's current aerospace sector businesses.

Best Regards,

Kristie Tenney  
Upshur County Commission President

cc: Dr. Sarah Armstrong Tucker, Chancellor  
WV Council for Community and Technical College Education  
1018 Kanawha Blvd., East, Suite 700  
Charleston, WV 25301  
Tucker@wvctcs.edu

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Business: 472-9550  
Emergency: 911

February 2, 2023

The Honorable Craig P. Blair  
President of the Senate  
State Capitol Complex, Building 1, Room 229-M  
Charleston, WV 25305

Dear President Blair,

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Kristie Tenney  
Upshur County Commission President

cc: Dr. Sarah Armstrong Tucker, Chancellor  
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Tucker@wvctcs.edu



Office of the State Auditor  
Chief Inspector Division  
State Capitol, Building 1, Suite W-100  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

State of West Virginia  
**John B. McCuskey**  
State Auditor and  
Chief Inspector

Toll Free: (877) 982-9148  
Telephone: (304) 558-2251  
Fax: (304) 558-6414  
[www.wvsao.gov](http://www.wvsao.gov)

January 26, 2023

Ms. Kristie G. Tenney, President  
Upshur County Commission  
38 W. Main Street  
Buckhannon, WV 26201

We are pleased to confirm our understanding of the services we are to provide the Upshur County Commission for the fiscal year ended June 30, 2022.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the Upshur County Commission's basic financial statements as of and for the fiscal year ended June 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Upshur County Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Upshur County Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis (if applicable).
2. GASB required supplementary pension information (if applicable).
3. GASB required supplementary OPEB information (if applicable).
4. Budgetary comparison schedules (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Upshur County Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

Upshur County Commission  
January 26, 2023  
Page Two

1. Schedule of expenditures of federal awards.
2. Rate covenant compliance (if applicable).
3. Combining statements and supporting schedules (if applicable).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatements, whether due to fraud or error, issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.



Upshur County Commission  
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Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if significant, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

#### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

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#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Upshur County Commission's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Upshur County Commission's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Upshur County Commission's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

If necessary, we may also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Upshur County Commission in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. If performed, these nonaudit services would not constitute an audit under *Government Auditing Standards* and such services would not be conducted in accordance with *Government Auditing Standards*. We would perform the services in accordance with applicable professional standards. The other services would be limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we may provide. If nonaudit services are provided, you will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee any nonaudit services that may be provided by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance



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January 26, 2023  
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with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on January 9, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Upshur County Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the West Virginia State Auditor's Office and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Governmental Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the West Virginia State Auditor's Office personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. *Government Auditing Standards* require we provide our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our most recent external peer review report is available at our website (<http://www.wvsao.gov/ChiefInspector/AdvisoryMemos.aspx>) or can be obtained by contacting our office.

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The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our auditor, Brianna Phillips, has been assigned to conduct your audit and expects to begin the engagement on approximately January 9, 2023. To enable the auditor to work more efficiently, we would appreciate it if you would provide her with suitable office space that is quiet and has access to a telephone and the internet. Our fee for these services will be \$38,100 for the audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that any unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new contract price before we incur the additional costs.

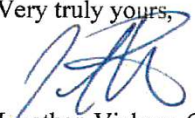
### Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of the Upshur County Commission. We will make reference to Ferrari and Associates, PLLC's audit of the Upshur County Development Authority and Upshur County Fire Board and BHM CPA Group, Inc's audit of the Buckhannon-Upshur County Airport Authority in our report on your financial statements. Our audit will also include performing procedures, or requesting other auditors to perform procedures, on the financial information of the Upshur County Farmland Protection Board, the Upshur County Youth Camp and the Upshur County Building Commission to enable us to express such an opinion. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Upshur County Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and provide it to the auditor. If the auditor is not available, please return it to us to the attention of Jackie Austin.

Very truly yours,

  
Jonathan Vickers, CICA  
Assistant Director  
Chief Inspector Division  
Office of the State Auditor

Upshur County Commission  
January 26, 2023  
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**RESPONSE:**

This letter correctly sets forth the understanding of the Upshur County Commission.

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

No.101



## UPSHUR COUNTY COMMISSION

Upshur County Administrative Annex  
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201

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

TDD Numbers  
Business: 472-9550  
Emergency: 911

### **Management Representation Letter – Single Audit as of 01-12-2023**

January 30, 2023

West Virginia State Auditor's Office  
Chief Inspector Division  
Building 1, Room W-420  
Charleston, WV 25305

This representation letter is provided in connection with your audit of the financial statements of Upshur County Commission, which comprise the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the period then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, other than any exceptions that we may have become aware of as a result of findings that the auditor has provided to us, as of January 30, 2023, the following representations made to you during your audit.

#### **Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 26, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

#### **Information Provided**

- 9) We have provided you with:
  - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
  - b. Additional information that you have requested from us for the purpose of the audit.
  - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d. Minutes of the meetings of the government or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 10) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 11) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 12) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - a. Management,
  - b. Employees who have significant roles in internal control, or
  - c. Others where the fraud could have a material effect on the financial statements.
- 13) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
- 14) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.

- 15) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 16) We have disclosed to you the identity of related parties and all the related party relationships and transactions, including any side agreements, of which we are aware.

**Government – specific**

- 17) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 18) We have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements that you have reported to us.
- 19) We have a process to track the status of audit findings and recommendations.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 22) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 23) The government has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 24) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and legal and contractual provisions for reporting specific activities in separate funds.
- 25) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 26) There are no violations or possible violations of budget ordinances, laws, and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 27) The government has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) The government has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 29) The financial statements include all component units.
- 30) The financial statements include all fiduciary activities required by GASBS No. 84, as amended.
- 31) The financial statements properly classify all funds and activities, in accordance with GASBS No. 34, as amended.



- 32) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 33) Components of net position (net investments in capital assets; restricted; and unrestricted), and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 34) Provisions for uncollectible receivables have been properly identified and recorded.
- 35) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 36) Revenues are appropriately classified in the statement of activities within program revenues, general revenues.
- 37) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 38) Deposits and investment securities are properly classified as to risk and are properly disclosed.
- 39) Capital assets, including intangible assets, are properly capitalized, reported and, if applicable, depreciated or amortized.
- 40) We have appropriately disclosed the government's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 41) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 42) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 43) With respect to the supplementary information (SI), we acknowledge our responsibility for presenting the SI in accordance with accounting principles generally accepted in the United States of America, and we believe the SI, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the SI have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the SI.
- 44) Group financial information is accurately reported.
- 45) Actuarial assumptions and methods used to measure pension and OPEB assets, liabilities, and costs for financial accounting purposes are appropriate in the circumstances.
- 46) Tax abatement agreements have been properly disclosed in the notes to the financial statements, including the names of all governments involved, the gross amount and specific taxes abated, and additional commitments.
- 47) Asset retirement obligations associated with tangible capital assets have been properly recognized in accordance with GASBS No. 83.
- 48) With respect to federal award programs:

- a. We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
- b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- c. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- d. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- e. We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- f. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- g. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- h. We have complied with the direct and material compliance requirements, including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- i. We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- j. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- k. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).

- l. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- m. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- n. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- o. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- p. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- q. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- r. We have charged costs to federal awards in accordance with applicable cost principles.
- s. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- t. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- u. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- v. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Addressing and Mapping

MONTH / YEAR:

Dec 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Terri Jo Bennett	2021 Ford Explorer	1FMSK8BH7MGC39445	7066	7354	0	10.13 <sup>12/</sup>
					0	15.03 <sup>12/</sup>
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					200	25.16



# MONTHLY MILEAGE LOG

MONTHLY  
Comm. Corrections

Dec - 2022

[illegible]

# MONTHLY MILEAGE LOG

# MONTHLY Comm Corrections

Dec 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal)
	White Dodge		1681	9		22
			1690	8		
			1693	21		0
			1719	17		0
			1733			0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
			GRAND TOTALS	52		29 0



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

 Department: Dog Pound
Dec-22

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Mike Francis	F250 Ford Truck	1FTSX21598EB86131	103,493	103,495	2	
			GRAND TOTALS		2	0





## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: DHSEM

MONTH / Year Dec-22

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Steve Wykoff	2019 Chevy 2500	2GC2KREG1121064	11233	11308	75	0
			GRAND TOTALS		75	0

DEPARTMENT: Maintenance

MONTH / YEAR: Dec. 2022

[illegible]



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Dec. 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
GREG HARRIS	2019 Ford F-250	1FDBFZB69KEC81	14767	14960	193	25.14
CHRIS ALKIRE		902			0	
ERIC POLING					0	
LONITA KOONE					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
GRAND TOTALS					193	25.14





## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Maintenance

MONTH / YEAR: Dec. 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Greg Harris	2008 Toyota Tundra	5TBBV541B8551	96071	96194	123	0
Chris Plikke		4917				0
Eric Poling						0
Loretta Koone						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
GRAND TOTALS					123	0

Dec-22

**UPSHUR COUNTY SHERIFF - MILEAGE AND FUEL**[illegible]



## UPSHUR COUNTY COMMISSION

### MONTHLY MILEAGE LOG

DEPARTMENT: Upshur 911

MONTH / YEAR: December 2022

Employee	Vehicle Description	VIN	Start Mileage	End Mileage	Total Mileage	Fuel (Gal.)
Doyle Cutright II	2021 Ford Explorer	1FMSK8BH4MGC9760	7101	8036	935	29.5
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
			GRAND TOTALS		935	29.5





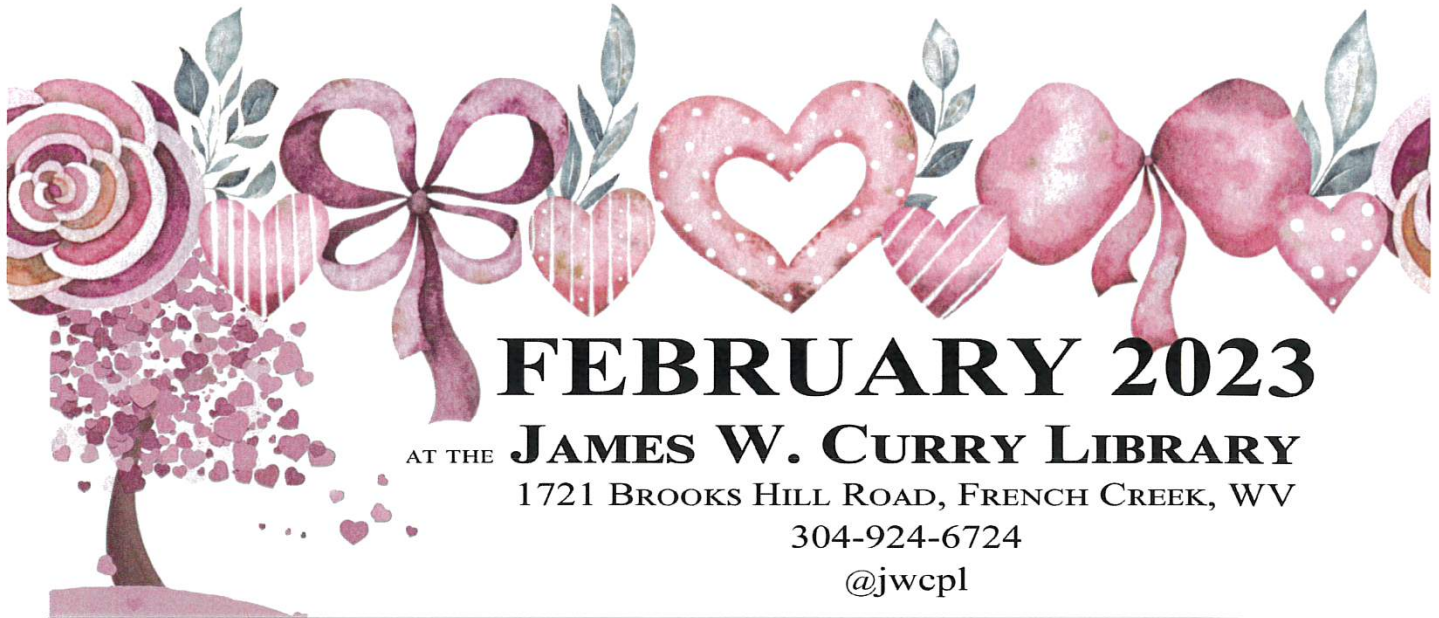
# UPSHUR COUNTY COMMISSION

## MONTHLY MILEAGE LOG

**DEPARTMENT:** Parks and Rec

**MONTH / YEAR:** December 2022

[illegible]



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
 	<b>Find Your Voice</b> at Curry Library this summer! Summer Reading Program June - August		I	2	3	4
5	6	7	8	9	10	11
		 CALLANETICS EXERCISE CLASS 1 PM <b>FAMILY FUN NIGHT</b> 5:45 PM - 7 PM		 CALLANETICS EXERCISE CLASS 1 PM		 CALLANETICS EXERCISE CLASS 1 PM
12	13	14	15	16	17	18
		 CALLANETICS EXERCISE CLASS 1 PM <b>FAMILY FUN NIGHT</b> 5:45 PM - 7 PM		 CALLANETICS EXERCISE CLASS 1 PM		 CALLANETICS EXERCISE CLASS 1 PM
19	20	21	22	23	24	25
	 <b>HAPPY PRESIDENT'S DAY</b>	 CALLANETICS EXERCISE CLASS 1 PM <b>FAMILY FUN NIGHT</b> 5:45 PM - 7 PM		 CALLANETICS EXERCISE CLASS 1 PM		CLOSED
26	27	28	 <b>TOURNAMENT</b> SATURDAY APRIL 15, 2023 1:30 PM			
		 CALLANETICS EXERCISE CLASS 1 PM <b>FAMILY FUN NIGHT</b> 5:45 PM - 7 PM	 <b>HOURS OF OPERATION</b> TUESDAY - 11AM-7PM WEDNESDAY - CLOSED THURSDAY - 11AM - 6PM FRIDAY - 11AM - 6PM SATURDAY - 11AM - 6 PM SUNDAY - CLOSED MONDAY - CLOSED			

**UPSHUR COUNTY ENHANCED EMERGENCY TELEPHONE ADVISORY BOARD**

**January 24, 2023**

Handouts

- Sign in Sheet
- Previous Meeting Minutes

Old Business

- Project updates

E-911 Report

- E-911 Director Report, Doyle Cutright

New Business

- E-911 Standard and Procedures
- Homeland Security Grant Updates
- Public Comment: None

Adjournment: Motion

Next Meeting: January 28, 2023



***City Council of Buckhannon – 7:00 pm in Council Chambers  
Meeting Agenda for Thursday, February 2, 2023***

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

You may join the meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/443910693> -  
Or by dialing in using your phone: United States: [+1 \(571\) 317-3112](tel:+15713173112) Access Code: 443-910-693

- 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 Brian Ingelson-World Association of Marching Show Bands International Coordinator for the USA
  - B.2 Firefighter Recognition Presentation
  - B.3 Kaylie Brinckman- West Virginia Wesleyan College Student Senate Representative
- C. Department & Board Reports**
  - C.1 Fire Chief- JB Kimble
  - C.2 Public Works Director- Jerry Arnold
  - C.3 Finance Director- Amberle Jenkins
  - C.4 City Attorney- Tom O'Neill
- D. Correspondence & Information**
  - D.1 FOIA Request from WV Open the Books for Employee Information
  - D.2 Report of Cat & Dog Activity –Upshur County Commission-December 2022
  - D.3 Resolution -Upshur County Convention & Visitors Bureau
  - D.4 Notice of Advertisement & Bid Package-COB Colonial Arts Center Theatre Seating Installation Project Contact A & B
- E. Consent Agenda**
  - E.1 Approval of Minutes -Regular Meeting 01/05/23, 01/19/23
  - E.2 Approval of Building and Wiring Permits
  - E.3 Approval of Payment of the Bills
  - E.4 Accept Resignations from the Buckhannon Planning Commission
- F. Strategic Issues for Discussion and/or Vote**
  - F.1 Approval Outside Entity Funding Request- ART26201
  - F.2 Request to Set Meeting Dates for the General Fund Budget Sessions
  - F.3 Recommendation from the Colonial Arts Center Board to Direct City Attorney to draft Agreement to Partner with a Local 501(c)(3) Organization to Accept Donations on behalf of the CAC
  - F.4 Management of The Event Center at Brushy Fork
  - F.5 Public Survey for Emergency Services Study
  - F.6 Approval Resolution 2023-02 General Fund Budget Revision #4 FY 2022/23
- G. Comments and Announcements**
  - G.1 Pamela Bucklew
  - G.2 David McCauley
  - G.3 Jack Reger
  - G.4 David Thomas
  - G.5 CJ Rylands
  - G.6 Randall Sanders
- H. Mayor's Comments and Announcements**
- I. Adjournment**

Posted 01/30/2023

Revised Posted 01/31/2023

**Upshur County Family Resource Network  
General Membership Meeting (held virtually)  
November 14, 2022  
Meeting Minutes**

**Board Members present:** Heather Grogg, Addie Helmick, Matt Kerner, Tonya Kittle, Dr. Joseph Reed, and Beth Rogers.

**Board Members not present:** Debora Brockleman, Rise Hanifan, Amanda Hayes, Jodi McQuillan, Kristie Tenney, and Eddie Vincent.

**Staff:** Lori Ulderich Harvey and Ginny Dixon

**Community Members present:** Sarah Campbell (Pallottine Foundation), Haley Gordon (Randolph County Housing Authority), Brittany Grueser (WVU Medicine), Heather Lane (Lane Family Consulting), Rita McCrobie (WV Attorney General's office), Wendy Niceler (The Health Plan), Cara Price (WV PTI), and Suree Sarceno (NCWVCAA/VITA).

**Introduction & opening prayer:** Introductions were made in the chat box. Meeting was called to order by UCFRN Director, Lori Ulderich Harvey, in the absence of our Chair (Addie Helmick), Vice-Chair (Jodi McQuillan), and Treasurer (Debora Brockleman). Dr. Reed offered our opening prayer.

**Updates from Director:** Lori reported that the **Healthy Grandfamilies** fall session had 2 new families join; Grandparents Café is scheduled for 11/28/22 at 10:00 am, at Stockert Youth Center. **The Family Social Holiday** event will be Friday, 12/9/22 at 11:30 am, also at Stockert. **Family Connections Holiday Party** will be on Monday, 12/5/22 at 6:30 pm, also at Stockert. The latter is for the grandfamilies, foster care and adoptive families combined. The Upshur County Tobacco Prevention Coalition (UCTPC) has a promotion going on for the **Great American Smokeout**, wherein people pledging to quit or who have already quit take their picture with the wooden turkey sign on Main Street near Chase Bank, then enter it on the coalition's new Facebook page: UCTobaccoPrevention. Drawing will be at next coalition meeting (12/7/22).

Lori noted a family who came to her attention for being in need of clothing and toys for Christmas; they just moved to the area and have 4 sons ranging in age from 10 years to 4 months. **Trunk or Treat** was a success! A police officer counted 503+- children coming through, but we at the UCFRN estimate we gave out 550+- books, including a generous donation of 200 books from Read Aloud WV as well as books which we bought. The UCFRN will work again with the **Band of Brothers**, by having school bus drivers choose students, especially older kids who are often overlooked, for Christmas gifting.

**The December 12th meeting** will be in person at the Presbyterian Church and will include a potluck lunch. The UCFRN will provide turkey and ham, flatware and plates; Matt Kerner will bring drinks; others are asked to bring a covered dish to share.

**Information Sharing:**

- **Ginny Dixon** shared that the Literacy Volunteers of Upshur County has books

remaining from their sale and will be holding a liquidation sale at the Lorentz Church on Thursday, Friday, and Saturday of this week. All books are free, but donations are welcome.


- **Dr. Reed** wanted to recognize Sheri Gaudet for the great job she did in painting the turkey sign for UCTPC. She has been thanked personally by several coalition members, and paid for her work. He also shared that Green Bean Weekend 2023 will be held 8/11 and 8/12/23. The Dickens Fair will be 12/3/22 all over town, including Main Street and Jawbone Park, from 2:00-10:00 pm. Dr. Reed also noted that the Walk of Valor banners will be taken down tomorrow, and helpers are needed.
- **Sarah Campbell** shared that the Pallottine Foundation's Healthy Communities Initiative, which provides grants up to \$25,000, open on January 6<sup>th</sup> and closes February 6<sup>th</sup> (2023). They focus on health and wellness, and pastoral care. For more information, call (304) 397-5955, extension 107, or email Sarah at [skcampbell@pallottinebuckhannon.org](mailto:skcampbell@pallottinebuckhannon.org)
- **Cara Price**, WV PTI, shared that the WV Advisory Council for Exceptional Children will be meeting Thursday night (11/17) from 6-9 pm at the Upshur County BOE office; parents of children with special needs are welcome.

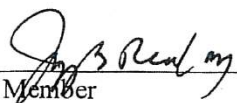
Lori advised that the UCFRN Board will talk in January about a meeting location for the future; the meeting room upstairs in Stockert Center that we had used is now in use as a classroom.

**Next meeting: Monday, December 12, 2022 at 12:00 noon at the Presbyterian Church in Buckhannon**

Respectfully submitted,

  
Ginny Dixon, Administrative Assistant  
UCFRN

  
Board Member

  
Board Member



The November 14, 2022 meeting of the Upshur County Emergency Telephone Advisory Board was called to order at 3:00pm. Present were Tenney, Burnside, McKisic, Perry, Wachob, Elmore and Cutright.

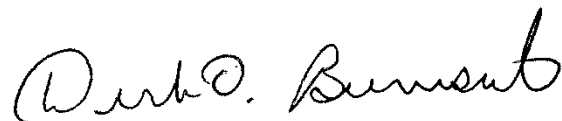
Cutright and Wachob made the Directors report. The Policy and Procedure manual is in the process of update. The Administrative Section is completed and ready for approval. Commissioner Tenney expressed that the County Commission is looking for the ETAB to review all sections as they become ready before County Commissions approval. It was approved by unanimous consent to email the sections to the members as they become ready, review the sections and replay back with any suggested changes. The Director is to compile and make a report for the Commission as approved by the Board. The microwave project was discussed.

Congratulations on new ISO rating.

A discussion on upcoming employee resignations. Salary is recognized as the main reason for Telecommunicators leaving for more lucrative jobs. Money spent to train new hires was mentioned.

It was the unanimous consent of the Board to cancel the December meeting.

Meeting adjourned at 4:45 pm.

A handwritten signature in black ink, reading "Derek O. Burnside". The signature is written in a cursive, flowing style. The first name "Derek" is written with a large, stylized 'D'. The middle initial "O." is written in a smaller, simpler script. The last name "Burnside" is written with a large, stylized 'B' and a long, sweeping tail that extends to the right.

**Upshur County Safe Structures and Sites Enforcement Board  
December 8, 2022**

**Members present:** Chris Alkire, Chris Cook, Chris Garrett  
**Members absent:** JB Kimble, Greg Harris  
**Others present:** Cindy Hughes, Assistant Administrator

The meeting was called to order at 3:00 p.m. by Chris Alkire.

The November 10, 2022 meeting minutes were reviewed. On Motion by Chris Cook, seconded by Chris Garrett, the meeting minutes were approved as presented.

**The Enforcement Board reviewed the following cases:**

071422-01 (Kennedy) The Board reviewed photos of the property. Chris Alkire has been in contact with the property owner clarifying expectations and answering questions. Photographs were taken the week of December 5, 2022. Notable improvement seen in the photographs. On motion by Chris Cook, seconded by Chris Garrett, the Board moved to close the case as property owner has brought the property into compliance.

**The Enforcement Board reviewed the following new cases:**

111022-01 (Hartzel West): This property is located at 529 Hickory Flat Road. The Board reviewed photos of the property. There is a significant number of debris noted on the property. On motion by Chris Cook, seconded by Chris Garrett, the Board moved to give the property owner 90 days to bring the property into compliance with the County Ordinance. The Board will review updated photographs at the March 9, 2023 meeting.

111022-02 (Gregory Smith): This property is located at 575 Hickory Flat Road. The Board reviewed photos of the property. There is a significant number of debris noted on the property. On motion by Chris Garrett, seconded by Chris Cook, the Board moved to give the property owner 90 days to bring the property into compliance with the County Ordinance. The Board will review updated photographs at the March 9, 2023 meeting.

**Public Comment:** None

**Other Business:**

The next meeting will be held on Thursday, January 12, 2023 at 3:00 p.m. in the Upshur County Commission Administrative Annex, 91 West Main Street, Suite 101, Buckhannon, WV. On motion by Chris Cook, seconded by Chris Garrett, the meeting adjourned at 3:35 p.m.

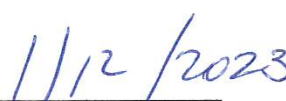
Approved by:

\_\_\_\_\_  
Greg Harris, Enforcement Officer



\_\_\_\_\_  
Chris Garrett, Board Member

\_\_\_\_\_  
Date



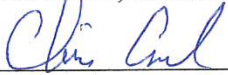
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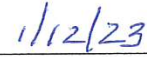
\_\_\_\_\_  
James B. Kimble, Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Alkire, Board Member

\_\_\_\_\_  
Date





\_\_\_\_\_  
Chris Cook, Board Member

\_\_\_\_\_  
Date