

Upshur County Commission Meeting Agenda

- 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: December 10, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - December 3, 2020
- 9:15 a.m. Nate Kennedy, Consulting Engineer for Kennedy Forest Management Services – Provide an update regarding the Oscar Sayre Road property timber sale
- 9:30 a.m. Rob Hinton, Upshur County Development Authority Director – Provide an overview of the Upshur County Development Authority’s Application for an Industrial Access Road funding request in an amount not to exceed \$400,000. If awarded, the funding will be used to construct a new industrial access road to serve an industry expansion project in Upshur County. Review and signature of Resolution recognizing and endorsing the Application. * Page 4

Items for Discussion / Action / Approval:

1. Approval for Terry B. Cutright, Commission President, to sign the Contract Agreement, Standard and Federal Conditions and Assurances, Certifications and Resolution for the Justice Assistance Grant (JAG) in the amount of \$15,000. * Page 5-24
2. West Virginia Courthouse Facilities Improvement Authority Funding Award Notice in the amount of \$97,039 to be used to replace the shingles and gutters on the former jail facility. The funding period will commence January 1, 2021 and end December 31, 2021. Approval and signature of the Funding Assistance Contract Agreement, Special Conditions and Assurances and the WV Courthouse Facilities Improvement Authority (CFIA) 18th Cycle Funding Recipient Check-Off List. Page 25-36
3. Approval and signature of an Order to Permit the Lawful Holding of Upshur County Circuit Court at the Event Center at Brushy Fork for Jury Selection in January, February, March and April, 2021, pursuant to WV Code §51-3-7. Occupying the existing Court space is not feasible for the purpose of a jury selection without creating a substantially increased risk of transmission of the COVID-19 virus. * Page 37
4. Correspondence from Carrie L. Wallace, County Administrator, requesting approval to retain COVID-19 housekeepers on a part-time basis through April 30, 2021 at their current rate of pay. * Page 38
Item may lead to Executive Session per WV Code §6-9A-4
5. Correspondence from Dustin W. Zickefoose, Upshur County Assessor, requesting the temporary part-time employment of Amber G. Powers, effective January 4, 2021. Upon approval, Ms. Powers will be paid \$10 per hour utilizing grant funds awarded by the WV Records Management and Preservation Board. * Page 39
Item may lead to Executive Session per WV Code §6-9A-4

6. Correspondence from David H. Coffman, Upshur County Sheriff, requesting the employment of Cade Garrett for the position of Deputy Sheriff. Upon approval, Mr. Garrett will begin employment on December 13, 2020 at the starting pay rate of \$17.50 per hour. Upon completion of the WV State Police Academy, his rate of pay will be increased to \$18.73 per hour. * Page 40
Item may lead to Executive Session per WV Code §6-9A-
7. Correspondence from Sheriff David H. Coffman requesting approval to hire Brian L. McClain as a part-time Court Security Officer. Upon approval, Mr. McClain will begin employment on December 13, 2020 at the pay wage rate of \$11 per hour. * Page 41
Item may lead to Executive Session per WV Code §6-9A-4
8. Consider Resignation of Employee * Under separate cover
Item may lead to Executive Session per WV Code
9. Correspondence from Adam M. Gissy requesting to be redesignated to part-time Deputy Sheriff capacity, effective January 4, 2021. * Under separate cover
Item may lead to Executive Session per WV Code
10. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off, Remote Work Request(s).

For Your Information:

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

1. Upshur County Building Permits for the month of November, 2020. Page 42-43
2. Public Notices:
- a) Newsletters and/or Event Notifications:
 - b) Agendas and/or Notice of Meetings:
 - Upshur County Senior Center December 9, 2020 Page 44
 - c) Meeting Minutes:
 - d) Meetings:
 - 12/08/20 5:00 p.m. Elkins Road PSD
 - 12/01/20 4:00 p.m. Hodgesville PSD
 - 12/03/20 7:00 p.m. Banks District VFD
 - 12/03/20 7:00 p.m. City Council of Buckhannon
 - 12/03/20 7:00 p.m. Selbyville VFD
 - 12/14/20 12:00 p.m. Upshur County Family Resource Network
 - 12/14/20 4:30 p.m. Upshur County Solid Waste Authority
 - 12/14/20 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
 - 01/11/21 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
 - 12/08/20 7:30 p.m. Adrian VFD
 - 01/07/21 6:00 p.m. Buckhannon-Upshur Board of Health

- 01/20/21 7:00 a.m. Upshur County Development Authority – Full Board
- 12/09/20 12:00 p.m. Upshur County Senior Center Board
- 12/09/20 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 12/09/20 7:00 p.m. Warren District VFD
- 12/03/20 3:00 p.m. Adrian PSD
- 12/09/20 3:00 p.m. Tennerton PSD
- 12/17/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 12/10/20 7:30 p.m. Buckhannon VFD
- 12/14/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 12/17/20 6:30 p.m. Upshur County Youth Camp Board
- 12/13/20 6:00 p.m. Washington District VFD
- 12/21/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 12/16/20 4:00 p.m. Upshur County Public Library Board
- 12/18/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 12/15/20 6:30 p.m. Upshur County Fire Board, Inc.
- 12/22/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 12/09/20 7:00 p.m. Ellamore VFD
- 12/16/20 12:00 p.m. Lewis Upshur LEPC - CANCELLED
- 01/13/21 1:15 p.m. Upshur County Farmland Protection Board
- 12/28/20 7:00 p.m. Upshur County Fire Fighters Association
- 12/09/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 12/28/20 10:00 a.m. Mountain CAP of WV, Inc., a CDC

3. Appointments Needed or Upcoming:

- Upshur County Fire Board, Inc. (Linn Baxa – 6-30-2020) – Fire Association Representative

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

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
December 17, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex

****The Commission Meetings scheduled for December 24th and December 31st have been CANCELLED****

RESOLUTION

A resolution of support for an application by the Upshur County Development Authority for an amount not to exceed \$400,000.00 in program year 2020-2021 Industrial Access Road funding through the West Virginia Development Office and West Virginia Department of Transportation.

WHEREAS, the Upshur County Commission accepts the ultimate responsibility for economic development activities in Upshur County, West Virginia, and

WHEREAS, the Commission is aware of the need to support the Upshur County Development Authority to develop new and expanding business in Upshur County, West Virginia, and

WHEREAS, the Commission is aware of the Upshur County Development Authority's interest and intention to submit an Industrial Access Road grant application in an amount not to exceed \$400,000.00 to construct an industrial access road to serve a business expansion project along Brushy Fork Road.

NOW THEREFORE, BE IT RESOLVED, that the Upshur County Commission does hereby support the development and submission of a program year 2020-2021 Industrial Access Road grant application in an amount not to exceed \$400,000.00 through the West Virginia Development Office and the West Virginia Department of Transportation.

BE IT FURTHER RESOLVED, that the funding, if awarded, be used to construct a new industrial access road to serve an industry expansion project in Upshur County.

The foregoing Resolution was duly passed and adopted by the Upshur County Commission at its regular meeting on the 10th day of December 2020.

SIGNED:

ATTEST:

Terry Cutright, President

Sam Nolte, Commissioner

Carol Smith, County Clerk

Kristie Tenney, Commissioner



JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

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

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



MICHAEL W. CUTLIP
ACTING DIRECTOR

November 23, 2020

The Honorable Terry B. Cutright
President
Upshur County Commission
91 West Main Street
Buckhannon, WV 26201



Re: Approved Funding – \$15,000.00
Justice Assistance Grant (JAG)
Project Number: 20-JAG-36

Dear Mr. Cutright:

Congratulations on your recent award for a Justice Assistance Grant (JAG) Award. Enclosed you will find:

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

To formalize your acceptance of this grant award, please sign the contract, certification, Conditions and Assurances and affect a resolution (if necessary) and return the **originals** to this office by **December 14, 2020**.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, Extension 22430, or via email at Tanisha.C.Travis@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,

Tanisha C. Travis
Justice Program Manager

TT\ANM

C: Dr. Jeff Harvey
Grant File



GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES
AND
Upshur County Commission
20-JAG-36

This **AGREEMENT**, entered into this 23rd day of November, 2020 by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur County Commission, hereinafter referred to as "Grantee."

WHEREAS, JCS is the recipient of Justice Assistance Grant Program Funds from the United States Department of Justice and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds. **These funds will be utilized to support the position of a Prevention Resource Officer.**

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 **July 1, 2020** and shall continue those services/activities until **June 30, 2021**. 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. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee **will not** receive an upfront scheduled allocation of funds.
8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.

15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**
Upshur County Commission
91 West Main Street
Buckhannon, WV 26201
17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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

Terry B. Cutright, President
Upshur County Commission

Joseph C. Thornton, Deputy Director
Justice and Community Services Section

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

RESOLUTION

Whereas, **fifteen thousand dollars** in justice assistance grant funding was set aside by the West Virginia Division of Justice and Community Services for the Upshur County Commission to undertake the following project: **to provide one Prevention Resource Officer (PRO) at the Buckhannon-Upshur Middle School;** and,

Whereas, the Upshur County Commission has applied for funding through the West Virginia Division of Justice and Community Services; and,

Whereas, the Division of Justice and Community Services requires that a local government unit enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the Justice Assistance Grant Program.

Now, Therefore Be It Resolved, by the **County Commission of Upshur County, West Virginia** that **the Honorable Terry B. Cutright, President of the County Commission of Upshur County**, is hereby authorized to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the Justice Assistance Grant program.

Date: December 10, 2020

Signed: _____
Terry B. Cutright, President

Attest:

Carol J. Smith, Clerk of the County Commission



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

Effective: July 23, 2019

Revision History: N/A

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

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

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

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

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

5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.
6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
 - Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
 - 60 or more days late in submitting reports;
 - Failure to submit reports;
 - High Risk Grantee as determined by the JCS High Risk Assessment; or
 - Any other cause shown.
7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
 - Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.

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

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

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

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

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

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

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

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

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

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

36. **COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
37. **USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
 - a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
 - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
38. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
39. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
40. **VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency

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

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

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____



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

Effective: July 23, 2019

Revision History: N/A

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

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

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

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

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

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

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

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

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

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

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

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census

1201 E. 10th Street
Jeffersonville, IN 47132

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

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

National Environmental Policy Act of 1969 (NEPA).

National Historic Preservation Act of 1966.

Flood Disaster Protection Act of 1973.

Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.

Control Act Amendments of 1972.

Safe Drinking Water Act.

Endangered Species Act of 1973.

Wild and Scenic Rivers Act.

Fish and Wildlife Coordination Act.

Historical and Archaeological Data Preservation.

Coastal Zone Management Act of 1979.

Animal Welfare Act of 1970.

Impoundment Control Act of 1974.

Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.

Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended

Death in Custody Act of 2000.

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

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

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:		DUNS Number:
Address:		
Grant Title:	Grant Number:	Award Amount:
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:

- ☐ Recipient has less than fifty employees.
 ☐ Recipient is an Indian tribe.
 ☐ Recipient is a medical institution.
☐ Recipient is a nonprofit organization.
 ☐ Recipient is an educational institution.
 ☐ Recipient is receiving an award 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.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

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

I, _____ [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

Section C—Declaration Stating that an EEOP Utilization Report 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 Utilization Report 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.

Print or Type Name and Title

Signature

Date



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

West Virginia Courthouse Facilities Improvement Authority Funding Award	Notification Date November 2020	Application Number: 18cycUpshur49		
	GRANT ID NUMBER 18cycUpshu2021	State Fund Number 8685		
	Grant Cycle 018	Program Name WV Courthouse Facilities Improvement Authority		
F.E.I.N: 55-6000406	Funding Period From: January 1, 2021 To: December 31, 2021			
Recipient Name and Address: Upshur County Commission 91 West Main Street, Suite 101 Buckhannon, WV 26201	Project Name Roofing – Replace roof on historic jail			
	Funding Program ID: CFIF			
	Project Number: 18cyc Upshur18 CY2021 49			
	Project Description: Replace shingles on historic jail; replace gutters			
Special Requirements: Please be sure this project is publicly advertised and make every effort to obtain a minimum of three bids. All State of WV Purchasing Laws must be followed. Please contact the State Historic Preservation Office prior to proceeding with this project. A section 106 review must be conducted when state grant funds are awarded.				
Change Orders: Number: Date: Purpose:				
COPY OF ORIGINAL AGREEMENT IS ON FILE IN THE OFFICE OF THE COURTHOUSE FACILITIES IMPROVEMENT AUTHORITY AND IS AVAILABLE FOR INSPECTION.		Maximum Amount Approved: \$ 97,039.00		
Authorized Signature: <u>Melissa K Smith</u> Melissa K. Smith Executive Director WV Courthouse Facilities Improvement Authority		Date: <u>11/20/2020</u>		
Payment Advice: Reimbursement contingent upon project completion and submission of all required documentation. All project funds secured from sources other than CFIA are the responsibility of the County Commission.				

FUNDING ASSISTANCE CONTRACT AGREEMENT

BETWEEN THE

**WEST VIRGINIA COURTHOUSE FACILITIES
IMPROVEMENT AUTHORITY**

AND

[Upshur County Commission]

[18cyc Upshur18 CY2021 49 : Project Number]

18cycUpshu2021 : 18cycUpshur49

Grant ID Number: Application Number

This **AGREEMENT** is entered into this ____ day of _____, 2020 by the Executive Director of the West Virginia Courthouse Facilities Improvement Authority (“CFIA”), for and on behalf of the State of West Virginia, and the President of the [Upshur] County Commission (the “Recipient” and together with CFIA, the “Parties”).

WHEREAS, CFIA is the administrator of a special revenue account created in the Treasury of the State of West Virginia (the “State”) known as the Courthouse Facilities Improvement Fund (the “Fund”);

WHEREAS, the Recipient has made application to CFIA for project funding assistance to be provided from the Fund;

WHEREAS, CFIA has determined that the application meets Legislative goals set forth in W. Va. Code § 29-26, *et. seq.*; and

WHEREAS, pursuant to W. Va. Code § 29-26-4 and legislative rule § 203-1-3 – 4, CFIA and the Recipient wish to memorialize a legally binding Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The Recipient agrees to comply with all applicable federal and state laws, rules, regulations, and policies promulgated thereunder.
2. CFIA agrees to assist the Recipient in performing such tasks and functions as set forth in the application, which is attached hereto as Exhibit A and made part hereof.
3. The Recipient shall do, perform, and carry out in a satisfactory and proper manner as

determined by CFIA all duties, tasks and functions necessary to implement Exhibit A.

4. The Recipient will commence its duties under this Agreement on or about January 1, 2021 and shall continue such duties until completed or no later than December 31, 2021. The terms of this Agreement may only be extended or modified by the mutual written agreement of the Parties. Extensions will only be granted with documentation of delay.
5. In consideration of the improvements to be made by the Recipient, the sum of up to [\$97,039.00] (the "Funding Assistance Amount") shall be obligated by CFIA. Said amount shall be deemed to be the maximum compensation to be received unless the Parties enter into a written amendment to this Agreement.
6. It is the understanding of the Parties that CFIA by joining in the Agreement does not pledge, or promise to pledge, the credit of the State, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State.
7. To be eligible for any and all payments of the funding assistance amount, the Recipient shall submit a Request for Reimbursement to CFIA. Upon receipt of said request, CFIA 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 of this Agreement and said compensation will be extended only as outlined in Exhibit A, unless written approval of modification is signed by the Parties. Recipient shall submit a fiscal report detailing expenditures to CFIA as set forth in Exhibit A. Final requests will be withheld until a Project Completion Report is received. The report should include the following items: a statement of completion; photographs(email and/or on USB preferred); cost comparisons; quality of workmanship; quality of materials used; employee/courthouse visitor benefits; timeliness of contractors/materials; problem areas; a statement declaring that all contract requirements were abided by throughout the course of the grant project; and county applicant's project overview/recommendations.
8. Recipient hereby represents that it possesses the legal authority to enter into this Agreement and has attached hereto and made a part hereof as Exhibit B a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Recipient's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Recipient is a state agency, the completed application signed by the agency head is sufficient.
9. Recipient agrees to abide by the conditions, terms, assurances and certifications which are a part of Exhibit A and such other special terms and conditions as CFIA has set forth in Exhibit C incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If the Recipient fails to fulfill in a necessary and proper manner any obligations under this

Agreement for any reason, CFIA may withhold payments to the Recipient, or cancel or suspend this Agreement and Attachments upon written notice. These obligations include submission of all required progress reports as described in the Attachments by the 20th day of the month following the end of each quarter and with each reimbursement request. If CFIA withholds, suspends or cancels any payment or this Agreement, as provided herein, CFIA shall provide to the Recipient written notice detailing the reasons for such withholding, suspension or cancellation. If the recipient does not submit one (1) or more progress reports, the project will be considered for defunding at the next meeting of the CFIA Board of Directors.

11. CFIA and Recipient may from time to time require changes to the information provided in Exhibit A. Recipient 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 occur, shall be mutually agreed upon by the Parties in writing.
12. If for any reason funds received by CFIA are suspended or terminated in whole or in part, funding for this Agreement shall cease.
13. Recipient shall submit to CFIA a final report within the period prescribed by grant conditions upon the termination of the Agreement. The final report shall reflect actual costs incurred during the terms of the Agreement.
14. Funding assistance may be made dependent upon the Recipient's ability to demonstrate that total project funds have been secured from alternate funding sources where necessary.
15. Recipient is advised that the West Virginia Division of Culture and History State Historic Preservation Office ("WVSHPO") reviews all undertakings permitted, funded, licensed or otherwise assisted, in whole or in part, by the State related to historic preservation for the purposes of furthering all duties outlined by West Virginia Code §29-1-8. This provision requires the WVSHPO to review any potential effect state-funded activities may have on resources eligible for or listed in the National Register of Historic Places. As a recipient of funding from the CFIA, you are obligated to consult with the WVSHPO regarding your proposed project. You must contact the WVSHPO to begin the review process of your project. Include all relevant project information, including, but not limited to, photographs and schematics, where possible, of all relevant proposed work funded by the CFIA. All materials and documentation must be provided to Susan M. Pierce, Deputy State Historic Preservation Officer, Division of Culture and History, 1900 Kanawha Boulevard, E., Charleston, WV, 25305. If you require additional clarification, please contact the WVSHPO at (304) 558-0240. For more information regarding the review process, please refer to 82 CSR § 2-1, *et seq.* (Title 82 Code of State Rules, Series 2: Division of Culture and History, Standard and Procedures for Administering State Historic Preservation Programs).

16. The Parties agree that notice shall be given by personal service or mailed by certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - A. Courthouse Facilities Improvement Authority
2003 Quarrier Street
Charleston, WV 25311
 - B. **Recipient Mailing Address**
[Upshur County Commission]
[91 West Main Street, Suite 101]
[Buckhannon, WV 26201]
17. The Recipient shall hold and save CFIA 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 sustained by any persons or property resulting in whole or part from the negligent performance or omission of any employee, agent or representative of the Recipient.
18. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, except by an instrument in writing signed by the parties hereto. The provisions of this Agreement shall be binding upon the successors and assigns of each of the Parties. The captions in this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.
19. This Agreement shall be governed by and construed in accordance with the laws of the State.
20. The Parties hereby agree that in the event one or more portions of this Agreement shall be declared to be invalid by appropriate authority, the remaining provisions of this Agreement shall continue in full force and effect.
21. This Agreement may be executed in any number of counterparts by the Parties, and all such counterparts taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

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

Commission President
Signature

Date

President's Printed Name

Melissa K. Smith
Executive Director
Courthouse Facilities Improvement Authority

Date

**WV Courthouse Facilities Improvement Authority (CFIA)
18th Cycle Funding Recipient Check-Off List**

By initialing below, I, _____ of the _____ Commission acknowledge that the Commission is expected to file the following reports, adhere to the following timelines, adhere to all requirements that are outlined within the contract and/or the special conditions and assurances, and submit information by the listed due dates as prescribed by the 18th Cycle CFIA funding contract. Furthermore, by initialing below, I commit to ensuring that these requirements are fulfilled.

Initials**Requirement Description**

- _____ The contract term will be from January 1, 2021 to December 31, 2021. The approved project will be completed by the contract end date, or the Commission will apply for an extension of the project before the end date in accordance with the guidelines of the Funding Assistance Contract Agreement.
- _____ A Project Completion Report is due when the project is complete. The following information must be included: A statement of completion, photographs (thumbdrive or email), cost comparisons, quality of workmanship and materials used summary, description of benefits to employees/public/courthouse, evaluation of the timeliness of contractors/material delivery, description of problems encountered, a statement indicating that all contract provisions were followed and an overview of the experience and relevant recommendations to CFIA. **A Project Completion Report must be submitted before final reimbursement will be processed by the CFIA.**
- _____ All requirements outlined within the contract and/or the special conditions and assurances section of the original grant, including but not limited to wage laws, SHPO review, bidding requirements, and ADA compliance, will be followed during the completion of the grant project. **CFIA projects are NOT emergency projects or sole source projects. A minimum of three bids must be considered prior to awarding a contract. I understand all CFIA projects must be publically bid in the newspaper and by other means in order to make every effort to obtain a minimum of three bids. All projects must be reviewed by SHPO (State Historic Preservation Office) regardless of historic value of the building.**
- _____ Quarterly Progress Reports must be received by the 20th day of the month following the end of each quarter and also with each reimbursement request, or CFIA may, in its' discretion, withhold, suspend, or cancel any payment(s) and/or suspend or cancel this agreement.
- _____ No more than 5% of the grant total may be used to reimburse for architectural and/or engineering design fees. This program is geared toward the "bricks and mortar" of projects. The CFIA does encourage the use of architects and/or engineers, though.

Signatures:

Commission President

Date

CFIA Executive Director

Date

Special Conditions and Assurances

The applicant hereby certifies and assures that it shall comply with the following special conditions, regulations, policies, guidelines, and requirements of the Courthouse Facilities Improvement Authority. These policies, Special Conditions, and Assurances apply to all funds expended for purposes associated with this project.

1. **Commencement within 60 days:** The funded project must be initiated within 60 days of the project starting date specified in the contract agreement. If the project has not been initiated within 60 days of the specified project starting date, the Authority may accept a written explanation of the delay by the county applicant to terminate the funding agreement.
2. **Project Completion:** If the funded project is incomplete by the end date specified in the contract agreement, the county applicant must submit to the Authority a written explanation of the delay. The Authority may either accept the written explanation for the delay or it may cancel the project and redistribute the funds to other projects.
3. **Press Release:** Any release of funding information must include the funding amount and the name of the “West Virginia Courthouse Facilities Improvement Authority”. Please forward a copy of these to the CFIA office.
4. **Procurement Procedures:** County applicants are required to solicit and consider competitive proposals from a minimum of three qualified vendors, utilizing a public bidding format. The applicant shall be governed in all respects by the laws of the State of West Virginia. At a minimum, an advertisement must be placed in a public, printed newspaper. A copy of the ad must be forwarded to the CFIA office.
5. **Wage Rate:** Any wages paid by contractors must meet any governing West Virginia Department of Labor regulations.
6. **Green Buildings Minimum Energy Standards:** In accordance with §22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

7. **Legal Authorization**: The county applicant hereby certifies it has the legal authority to apply for funding assistance; 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 authorizing the person identified as the official county representative of the applicant to act in connection with the application and to provide such additional information as may be required.
8. **Relationship**: The relation of the county applicant to the Authority shall be that of an independent contractor, not that of a joint enterprise. The county applicant shall have no authority to bind the Authority for any obligation or expense without the express prior written approval of the Authority.
9. **Laws of West Virginia**: Any funding application/contract shall be governed by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Courthouse Facilities Improvement Authority.
10. **Access to Records**: The Courthouse Facilities Improvement Authority, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the funds distributed, and to relevant books and records of contractors.
11. **Use of Funds**: Funds awarded through the Courthouse Facilities Improvement Fund may be expended only for the purposes and activities specifically covered by the county applicant's approved project agreement. The funds may only be used on property legally owned and occupied by the county and county officials.
12. **Sanctions for Noncompliance**: In the event of the county applicant's noncompliance with the terms, conditions, covenants, rules, or regulations of this funding assistance, the Courthouse Facilities Improvement Authority may impose such contract sanctions as it may deem appropriate, including, but not limited to the following:
 1. Withholding of payments to the applicant until the applicant complies, or
 2. Cancellation, termination, or suspension of the contract, in whole or in part, or
 3. Refrain from extending any further assistance to the applicant until satisfactory assurance of future compliance has been received.
13. **Written Approval of Changes**: The county applicant must obtain prior written approval from the Courthouse Facilities Improvement Authority for all project changes.

14. **Contracts**: No contract or agreement may be entered into by the county applicant for the execution of the project activities or provisions of service which is not incorporated in the approved agreement, and without the prior written approval of the Courthouse Facilities Improvement Authority
15. **Accounting Requirements**: County applicant agrees to record all project funds and costs following generally accepted accounting procedures. A separate account number or cost recording must separate all project costs from the county's other or general expenditures. Adequate documentation for all project costs and income must be maintained. All relevant information must be retained for audit purposes.
16. **Obligation of Project Funds**: Funds may not, without prior written approval from the Courthouse Facilities Improvement Authority, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
17. **Program Accountability**: Fund accounting, auditing, monitoring, and evaluation procedures will be conducted by the applicant to assure fiscal control, proper management and efficient distribution of funds.
18. **Reporting of Irregularities**: Applicants are responsible for reporting promptly to the Courthouse Facilities Improvement Authority the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of funding or other remedial action.
19. **Public Availability of Information**: The applicant agrees to comply with the terms and conditions of pertinent state Freedom of Information Acts, and to require its contractors comply with these requirements.
20. **Conflict of Interest**: No public official or employee of the applicant agency, who performs any duties under the project may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit or remuneration to him/her or his/her immediate family.
21. **Release of Information**: If requested, all records, papers, and other documents kept by recipients of financial assistance are required to be made available to the Courthouse Facilities Improvement Authority or its representative.
22. **Inspection and Audit**: County applicants and sub-applicants have the responsibility to provide for an audit of their activities. The county applicant agrees to submit a copy of each audit conducted to the Courthouse Facilities

Improvement Authority along with a method for timely and appropriate resolution of audit findings and recommendations.

23. **Discrimination Prohibited:** No person shall, on the grounds of race, religion, color, national origin, sex, or handicap, be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under, or denied employment in connection with assistance awarded pursuant to the Anti-Drug Abuse Act of 1986. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safety Streets Act, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and, Executive Order 11246, as amended by Executive Order 11375; and their implementing regulations, as well as the West Virginia Human Rights Act, as amended (Section 5-11-1 of the Code of West Virginia), and 41 CFR Pat 60.1 et.seq., as applicable to construction contracts.
24. **Equal Employment Opportunity Program:** Each county applicant certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301 et.seq., Subpart E, or that in conformity with the forgoing regulations, no Equal Employment Opportunity Program is required.
25. **Confidentiality of Research Information:** Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with Courthouse Facilities Improvement 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). Confidential Information- The applicant should only include the program description, the funds involved, and the number of projects. The unit of local government implementing the program will be made known to the Courthouse Facilities Improvement Authority upon request or upon completion of the project.
26. **Criminal Penalties:** Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to use his/her gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be

fined not more than \$10,000 or imprisoned not more than five years or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant or contract or other form of assistance pursuant to this Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

27. **Patents and/or copyrights and rights in data:** Where activities supported by this funding assistance produce original graphical, pictorial, written, and/or similar works for which a patent, or copyright application, is contemplated, the Courthouse Facilities Improvement Authority should be contacted for further instructions.
28. **Time Extensions:** Time extensions for this program are unallowable unless written extensions are submitted by the county applicant and approved in written form by the Courthouse Facilities Improvement Authority. Any funds remaining at the conclusion of the contract period shall be deobligated unless otherwise determined by the Courthouse Facilities Improvement Authority.
29. **Cost Overruns:** Any cost overruns incurred by the county applicant in conjunction with the completion of a project funded, wholly or in part, by the Courthouse Facilities Improvement Fund will be the responsibility of the applicant. Any changes or upgrades to a funded project that have not been approved by the Courthouse Facilities Improvement Authority are the responsibility of the county applicant.
30. **Project Reporting:** Progress reports are required. They are to be submitted to the Authority by the 20th of the month following the end of each quarter during the project period. Progress reports must also accompany each request for reimbursement. Within 30 days of completion, a Project Completion Report must be submitted to the Authority. This report will be available on the website: www.cfia.wv.gov. Information to be included is as follows: Cost comparisons, Quality of workmanship, Quality of materials used, Employee/Courthouse visitor benefits, Timeliness of contractors/materials, Problem areas and County applicants project overview/recommendations. A Project Completion Report must accompany the final request for reimbursement. Failure to submit any of the reports listed above is considered a violation of the signed contract and may result in contract termination.

**UPSHUR COUNTY ORDER APPOINTING THE EVENT CENTER AT
BRUSHY FORK AS A LAWFULLY DESIGNATED COURT LOCATION
FOR THE PURPOSE OF UPSHUR COUNTY CIRCUIT COURT
JURY SELECTION IN JANUARY, FEBRUARY, MARCH, AND APRIL 2021**

COUNTY COMMISSION OF UPSHUR COUNTY, WEST VIRGINIA

**AN ORDER TO PERMIT THE LAWFUL HOLDING OF UPSHUR COUNTY CIRCUIT
COURT AT THE EVENT CENTER AT BRUSHY FORK FOR JURY SELECTION IN
JANUARY, FEBRUARY, MARCH, AND APRIL 2021**

WHEREAS, pursuant to West Virginia Code §51-3-7, the County Commission of Upshur County, West Virginia has the authority to appoint locations other than the county courthouse as a lawful location for the holding of court when the county courthouse is not in a condition to be occupied; and

WHEREAS, the COVID-19 virus is more easily transmissible when large groups of people gather indoors and in close proximity; and

WHEREAS, due to the COVID-19 pandemic, the local health officer and the governor have put in place restrictions requiring individuals to maintain social distancing of a minimum of six (6) feet; and

WHEREAS, occupying the existing court space is not feasible for the purpose of a jury selection in certain cases due to restrictions placed by the local health officer and the governor; and

WHEREAS, Upshur County Courthouse is not in a condition to be occupied for the purpose of jury selection in certain cases requiring a large jury pool without creating a substantially increased risk of transmission of the COVID-19 virus.


THEREFORE, The County Commission of Upshur County, West Virginia does hereby designate The Event Center at Brushy Fork at 929 Brushy Fork Road as a lawfully designated location of court for the purpose of jury selection in January, February, March, and April 2021.

Terry B. Cutright, President

Samuel R. Nolte, Commissioner

Kristie G. Tenney, Commissioner

INTEROFFICE MEMORANDUM

TO: UPSHUR COUNTY COMMISSION
FROM: CARRIE WALLACE, COUNTY ADMINISTRATOR 
SUBJECT: REQUEST FOR CONTINUED EMPLOYMENT OF PART-TIME TEMPORARY
HOUSEKEEPER AS A RESULT OF COVID-19
DATE: DECEMBER 10, 2020
CC: DEBBIE HULL, BOOKKEEPER

Commissioners,

As you are aware, CARES Act funding currently expires on Wednesday, December 30th; however, the need for additional sanitation efforts throughout the Courthouse and Annex to combat COVID-19 remains. I respectfully request your approval to retain the following COVID-19 Housekeepers on a part-time basis through the April 30th, 2020 at their current rate of pay. Due to the expiration of the CARES Act funding, these individuals will be paid from the General County Fund unless additional funding opportunities become available.

Emily Adams

John "Evan" Coffman

Kasey Currence

Kirsten Currence

McKinley Gaudet

Laikelyn Liggett

Ethan Linger

Jenna Marple

Breanna Perry

I greatly appreciate your consideration of this request and I am available to answer any questions you may have.

Thank you.

Phone: (304) 472-4650
Fax: (304) 472-1421



Dustin Zickefoose
Assessor

County of Upshur
Office of Assessor
38 W. Main Street, Room 102
Court House Annex
Buckhannon, West Virginia 26201-2259

12/07/2020

Upshur County Commission,

I respectfully ask your approval to hire Amber Grace Powers to fill a part time position in the Upshur County Assessor's Office. Ms. Powers is currently a part time county employee. Per the Upshur County Employment Handbook, I am requesting that you allow me to fill this position without advertising, as Ms. Powers is currently a county employee. Ms. Powers will be paid \$10 per hour using grant funds awarded by West Virginia County Records Management and Preservation Board. Upon approval, Ms. Powers will begin employment 01/04/2021 and will work until the allotted grant funds of \$3,300, including the 10% match, is exhausted.

Respectfully,

Dustin W. Zickefoose

A handwritten signature in blue ink, appearing to read "Dustin W. Zickefoose", with a stylized flourish at the end.

Upshur County Assessor

Upshur County Sheriff's Office

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DAVID H. COFFMAN, SHERIFF

Heather D. Parke

Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley

Chief Deputy
Law Enforcement

December 10, 2020

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

Dear Commissioners:

After the proper advertising, testing and interviewing of applicants for the position of Deputy Sheriff, I respectfully request your approval of Cade Garrett to fill this position. A complete background check has been completed for this individual.

With your approval, Mr. Garrett will begin employment on December 13, 2020. His starting rate of pay will be \$17.50 per hour. Upon completion of the WV State Police Academy, his rate of pay will be increased to \$18.73 per hour.

Respectfully,



David H. Coffman
Sheriff
Upshur County

Upshur County Sheriff's Office

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DAVID H. COFFMAN, SHERIFF

Heather D. Parke

Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley

Chief Deputy
Law Enforcement

December 10, 2020

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

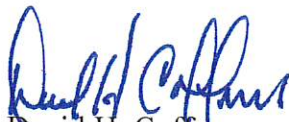
Dear Commissioners:

I respectfully request your approval to hire Brian L. McClain as a part-time Court Security Officer. A background check has been completed for this applicant.

Upon approval, Mr. McClain will begin employment on December 13, 2020 at a rate of \$11.00/hour.

Thank you for your consideration and support.

Respectfully,



David H. Coffman
Sheriff
Upshur County

**UPSHUR COUNTY BUILDING PERMITS
NOVEMBER 1, 2020 - NOVEMBER 15, 2020**

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER
11/2/2020	8349	5596	CUTRIGHT, MATT	64 EVERGREEN DR, BUCKHANNON, WV 26201	\$11,000.00	\$15.00		CHECK	METAL ROOF AND GUTTERS	RAVEN CONTRACTING LLC, 795 CARTER RD, FRENCH CREEK, WV 26218
11/2/2020	8350	202	DEAN, LARRY W	391 TILLMAN LN, BUCKHANNON, WV 26201	\$6,000.00	\$15.00		OL	NEW PORCH WITH HANDICAP RAMP	CUT-RIGHT HOME BUILDERS, 104 CLEVINGER BLACKSMITH RD, BUCKHANNON, WV 26201
11/2/2020	8351	11806	BECKNER, DAVID	111 BURNT BRIDGE RD, BUCKHANNON, WV 26201	\$1,000.00	\$15.00		CHECK	LEAN-TO	SELF
11/2/2020	8352	NEW	ANDERSON, AARON	128 FAYETTE ST, BUCKHANNON, WV 26201	\$8,000.00	\$15.00		CHECK	GARAGE AND POWER FOR CAMPER SPOT	SELF
11/2/2020	8353	NEW	MCVICKER, JOSEPH D	795 SWAMP RUN RD, BUCKHANNON, WV 26201	\$60,000.00	\$15.00		CASH	16' X 70' MOBILE HOME	C & G CONTRACTING LLC, 3350 LICK FORK RD, SPENCER, WV 25276
11/4/2020	8354	529	COGAR, MARK S	376 WABASH AVE, BUCKHANNON, WV 26201	\$1,400.00	\$15.00		CHECK	18' X 21' CARPORT	SELF
11/4/2020	8355	NEW	MAXWELL, CODY	587 GLASSWORKS RD, BUCKHANNON, WV 26201	\$2,500.00	\$15.00		CHECK	TRAILER	SELF
11/6/2020	8356	NEW	WOODY, MATTHEW AND NICOLE	3310 OLD ELKINS RD, BUCKHANNON, WV 26201	\$40,000.00	\$15.00		OL	SINGEL WIDE MOBILE HOME	UNITED CONTRACTING INC., 7407 KESLING MILL RD, BUCKHANNON, WV 26201
11/9/2020	8657	12709	ZICKEFOOSE, JEANNE	134 GASTON ST, BUCKHANNON, WV 26201	\$3,000.00	\$15.00		CHECK	GARAGE DOORS	AMERICAN GARAGE DOOR LLC, 6909 SHINNSTON PIKE, SHINNSTON, WV 26431
11/9/2020	8358	12853	CRITES, KATRINA	77 ROHR AVE, BUCKHANNON, WV 26201	\$2,485.00	\$15.00		CHECK	5 WINDOW REPLACEMENTS	WINDOW WORLD OF FAIRMONT, 148 MIDDLETOWN RD, FAIRMONT, WV 26554
11/9/2020	8359	NEW	KIRCHBERG, RANDALL M	281 MACEDONIA RD, BUCKHANNON, WV 26201	\$200,000.00	\$15.00		CHECK	1,200 SQ FT SINGLE FLOOR HOME WITH 2 CAR GARAGE	SELF
11/9/2020	8360	NEW	MARTIN, ADAM	111 WOODLAND DR, ELKINS, WV 26241	\$375,000.00	\$15.00		CHECK	4,200 SQ FT NEW HOME	MARTIN HOME REPAIR AND RENOVATION, 34 CHERRY ST, ELKINS, WV 26241
11/10/2020	8361	1247	WRIGHT, RUSTY AND ELIZABETH	96 DICK HALL RD, BUCKHANNON, WV 26201	\$1,500.00	\$15.00		CASH	10' X 16' OUTBUILDING	SELF
11/10/2020	8362	NEW	FOX, NORMAN E	PO BOX 74, ANMORE, WV 26323	\$1,000.00	\$15.00		MONEY ORDER	TRAILER	SELF
11/13/2020	8363	6986	WEESE, CHRISTOPHER	616 MAIN ST, BEVERLY, WV 26253	\$30,000.00	\$15.00		OL	INTERIOR REMODEL AND BASEMENT DRAINAGE	SELF
					TOTAL	TOTAL	TOTAL			
					\$741,885.00	\$225.00	\$0.00			

UPSHUR COUNTY BUILDING PERMITS
NOVEMBER 16, 2020 - NOVEMBER 30, 2020

DATE ISSUED	PERMIT NUMBER	UID NUMBER	APPLICANT NAME	APPLICANT ADDRESS	ESTIMATED PROJECT COST	BUILDING PERMIT PAID	FLOODPLAIN PERMIT PAID	CHECK, CASH, COUNTY CLERK OR ONLINE	DESCRIPTION OF PROJECT	CONTRACTOR OR PROPERTY OWNER
11/16/2020	8364	12848	LAFFERRE, MATTHEW	165 ROHR AVE, BUCKHANNON, WV 26201	\$52,000.00	\$15.00		CHECK	12' X 52' ADDITION TO BACK OF HOME	CUT-RIGHT HOME BUILDERS, 104 CLEVINGER BLACKSMITH RD, BUCKHANNON, WV 26201
11/18/2020	8365	5573	LAMAR, PAUL H	251 EVERGREEN DR, BUCKHANNON, WV 26201	\$10,000.00	\$15.00		CASH	21' X 28' CARPORT	RAVEN CONTRACTING LLC, 795 CARTER RD, FRENCH CREEK, WV 26218
11/18/2020	8366	9954	LAHMAN, MAXWELL/ HEATHER	763 GUY HARDMAN RD, ROCK CAVE, WV, 26234	\$5,000.00	\$15.00		CHECK	12' X 25' SHED	SELF
11/19/2020	8367	5585	PASTORIUS, BILL	139 OVERLOOK DR, BUCKHANNON, WV 26201	\$50,000.00	\$15.00		CHECK	ADDITION	SELF
11/23/2020	8368	16759	SECKMAN, DIAN E	365 KING SCHOOLHOUSE RD, BUCKHANNON, WV 26201	\$30,000.00	\$15.00		CHECK	24' X 36' CABIN WITH 12' X 40' PORCH	SELF
11/23/2020	8369	10611	THE ESTATE OF HUNTER R ANDERSON, ANNETTE HYRE, EXEC	12765 RT 20 SOUTH RD, ROCK CAVE, WV 26234	\$8,000.00	\$15.00		CHECK	ROOF	KBS CONTRACTING LLC, 165 HYRES DR, FRENCH CREEK, WV 26218
11/23/2020	8370	NEW	DEAK, RICHARD D	94 FISHING CAMP RD, BUCKHANNON, WV 26201	\$30,000.00	\$15.00		CHECK	24' X 14' HOUSE	SELF
11/23/2020	8371	NEW	CAIN, CHERYL R	2003 NORMAL RD, FRENCH CREEK, WV 26218	\$25,000.00	\$15.00		CASH	24' X 34' CAMP	SELF
11/30/2020	8372	7718	CURRY, RICHARD	250 SARATOGA DR, BUCKHANNON, WV 26201	\$5,758.00	\$15.00		CHECK	REPLACE EXISTING TUB WITH ACRYLIC TUB AND SURROUND WALL	OHIO BATH SOLUTIONS DBA BATH FITTER, 542 INDUSTRIAL DR, LEWISBERRY, PA 17339
11/30/2020	8373	11136	HAMRICK, LEMUEL	868 BAILEY RIDGE RD, BUCKHANNON, WV 26201	\$500.00	\$15.00		CASH	10' X 16' ADDITION TO BUILDING	SELF

TOTAL
\$216,258.00

TOTAL
\$150.00

TOTAL
\$8.00

GRAND
PROJECT
TOTAL
\$959,143.00

GRAND BP
TOTAL
\$375.00

GRAND FP
TOTAL
\$8.00

UPSHUR COUNTY SENIOR CENTER

TO: Upshur County Senior Center Board of Directors

FROM: Sarah Campbell/Ransom Hackett

MEETING: Senior Center Board of Directors

DATE: December 9, 2020

TIME: 10:00 AM

PLACE: Conference Call

Minutes Attached

Director's Report Attached

Finance Report Attached

AGENDA

Call to Order

Roll Call

Approval of Minutes

Directors Report

Public Comments

Financial Report

Previous Business
None

New Business

Personnel Matters

Next Meeting

Adjournment