

A G E N D A
PRESTON COUNTY COMMISSION
June 13, 2023
9:30 A.M.

Call to order by President and Pledge of Allegiance.

Roll call of Commissioners.

Recognition of Public.

Review of Bills.

Assessor's Office

Tax Correction List – Bullock Jerome, Personal Property
Hazelview Property Owners Assn, Real Estate
Hazelview Property Owners Assn, Real Estate
Mitter Jeremy, Personal Property
Pyles Adward E & Karen L, Personal Property
Street Steven F II, Personal Property

Apportionments – Nothing at this time

Recognition of Scheduled Appointments

9:31 a.m. Mullens & Mullens – Opioid Settlement(s) and update on litigation; and other legal issues.
9:45 a.m. Community Corrections, Kasey Sawyer – Grant Award
9:50 a.m. Friends of the Cheat, Amanda Pitzer
A. Request support letter for FY 22 WVDEP AMLER Grant
B. Request support letter for FY23 WVDOH Recreational Trails Grant
9:55 a.m. Justin Wolfe, OEM/E911 – Budget Revisions
10:00 a.m. 2023 Personal Property and Real Estate Land Book Documents Approval

Approval of Minutes – May 9, 2023

Estate Settlements List – May 30, 2023 thru May 31, 2023
ESTATE NAME: PATRICIA ANN LIKENS
ESTATE NAME: FRANK F. WILHELM

Proceedings in Vacation/Clerk's Fiduciary Report – June 1, 2023 through June 7, 2023

Fiduciary Commissioner Report – None

Old Business – Consideration and/or action

New Business – Consideration and/or action

A. Discussion on County Commission Policies

Facility Manager's Report – Consideration and/or action

County Coordinator's Report – Consideration and/or action

A. Update on purchase AED for county buildings
B. Update Daily Building
C. 2023-2024 FY Annual Salary Statement
D. Budget Revisions
E. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

Legal Matters- Consideration and/or action

Information

A. Miscellaneous Correspondence

Commissioners' Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:30 a.m., June 13, 2023 in the County Commission Meeting room.

The meeting was called to order by President Samantha Stone who invited those present to join in the Pledge of Allegiance.

Commissioner Stone then declared the following Commissioners present: Don Smith, Hunter Thomas and Samantha Stone.

Also, present was Interim Coordinator Kathy Mace and Assessor Connie Ervin.

The following persons registered their attendance during the meeting:

Jennifer Graham -DP	Theresa Marthey-PCN&J	Amanda Pitzer-FOC
Deanna Lively	Ray Watkins	Kasey Sawyer-PCCCP
Nichole Larew	Matthew Ervin	Justin Wolfe -OEM

No one registered prior to the meeting to address the Commission.

Review of Bills

Commissioner Thomas moved to approve the bills as they have been properly presented and reviewed. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Assessor’s Office – Consideration and/or action

Tax Correction List –

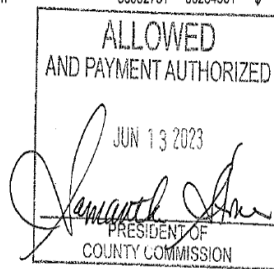
Connie Ervin presented the Tax Correction List dtd June 13, 2023 in the amount of \$989.40.

Commissioner Smith made a motion to approve the Tax Correction List as presented by the Assessor. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried.

TAX CORRECTION LIST

June 13, 2023

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT #	AMOUNT	YR	APPR	DENI
03	Bullock Jerome	Personal Property	Taxpayer Error- Didn't own 2008 Chevy July 1, of 2021	80000976	00258529	\$ 115.50	2022		
08	Hazelview Property Owners Assn	Real Estate	Not taxable- Uniform Common Interest Ownership Act HOA	22463	09201541	\$ 65.18	2021		
08	Hazelview Property Owners Assn	Real Estate	Not taxable- Uniform Common Interest Ownership Act HOA	22600	09201541	\$ 64.76	2022		
02	Mitter Jeremy	Personal Property	Clerical Error- Duplicate bill for 2022	302838	00246954	\$ 269.42	2022		
01	Pyles Adward E & Karen L	Personal Property	Taxpayer Error-Divorce decree provided to create new bills	300967	00255936	\$ 357.82	2022		
02	Street Steven F II	Personal Property	Clerical Error-Value error in the tax system	80002751	00264901	\$ 116.72	2022		



GRAND TOTAL \$ 989.40

Connie R. Ervin

 Connie R. Ervin, ASSESSOR
 (submitted for the taxpayer by)

Jay Shay

 Jay Shay, PROSECUTING ATTORNEY
 (received notice)

Apportionments - None

Recognition of Scheduled Appointments –

9:31 a.m. Mullens & Mullens – Opioid Settlement (s) and update on litigation; and other legal issues.

Matthew Ervin, representing Mullens & Mullens presented the last three opioid settlements for Kroger, (\$68,000,000.), Mylan Pharmaceuticals (\$1,995,000.) and Amneal Pharmaceuticals (\$700,000.) and noted the money may start flowing in the fall. Waiting on the judges to make some final decisions.

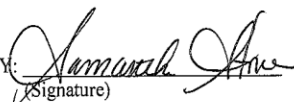
Commissioner Smith made a motion pursuant to the *West Virginia First Memorandum of Understanding* previously entered into by the Preston County Commission, to approve and accept the Kroger, Mylan Pharmaceutical, and Amneal Settlements and any other related entities and to authorize Samantha Stone, President of the Preston County Commission to sign any necessary Agreements and/or Releases regarding the same in Case No. 21-C-9000, Kanawha County, West Virginia. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioner Smith, Thomas and Stone voting yes. Motion carried. (See attached.)

(Kroger)
WEST VIRGINIA LOCAL GOVERNMENT
ELECTION AND RELEASE FORM

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against Kroger under the terms and conditions set forth in the Kroger West Virginia State-Wide Opioid Settlement Agreement executed on May 2, 2023 (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the “Court”). To the extent the Participating Local Government has asserted Claims against Kroger in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government’s Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government’s Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to Kroger and any other Released Entities within seven (7) business days of the Effective Date.

Dated: 6/13/2023

Preston County Commission
LOCAL GOVERNMENT


BY: 
(Signature)
PRINTED NAME: Samantha Stone
TITLE: President
ADDRESS: 106 W Main St Ste 202, Kingwood, WV 26537
TELEPHONE: (304) 329-1805
EMAIL ADDRESS: sstone@prestoncountywv.gov

**WEST VIRGINIA LOCAL GOVERNMENT
ELECTION AND RELEASE FORM**

(Mylan Pharmaceuticals Inc.)

This Election and Release Form for eligible West Virginia Participating Local Governments resolves opioid-related Claims against Mylan Pharmaceuticals Inc. ("Mylan") under the terms and conditions set forth in the May 22, 2023 settlement agreement (the "Agreement"), the provisions of which are hereby incorporated by reference in their entirety. Upon executing this Election and Release Form, the undersigned Local Government becomes a Participating Local Government and a Party to the Agreement. The undersigned Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement, and hereby releases all Released Claims against all Released Entities. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 19-C-9000, in the Circuit Court of Kanawha County, West Virginia.

Dated: 6/13/2023

BY: 
PRINTED NAME: Samantha Stone
TITLE: President
ADDRESS: 106 W Main St, Ste 202, Kingwood, WV 26537
TELEPHONE: (304) 329-1805
EMAIL ADDRESS: sstone@prestoncountywv.gov

ON BEHALF OF:

Preston County Commission
LOCAL GOVERNMENT

D-2

EXHIBIT C

(Amneal)

**WEST VIRGINIA LOCAL GOVERNMENT
ELECTION AND RELEASE FORM**

This Election and Release Form for West Virginia Participating Local Governments (the "Election and Release Form") resolves opioid-related Claims against Amneal under the terms and conditions set forth in the Amneal West Virginia Opioid Settlement Agreement executed on May 25, 2023 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Unless otherwise defined below, capitalized terms in this Election and Release Form shall have the same meaning as in the Agreement.

Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the "Court"). To the extent the Participating Local Government has asserted Claims against Amneal in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to Letitia Neese Chafin, of The Chafin Law Firm, PLLC, in Williamson, WV and Anthony J. Majestro, of Powell & Majestro P.L.L.C., in Charleston, WV, to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) with

Exhibit C-1

prejudice that Action as to Amneal and any other Released Entities within seven (7) business days of the Effective Date.

Dated: 6/13/2023

LOCAL GOVERNMENT
Preston County Commission

BY: 

(Signature)
PRINTED NAME: Samantha Stone
TITLE: President
ADDRESS: 106 W. Main St., Suite 202, Kingwood, WV 26537
TELEPHONE: (304) 329-1805
EMAIL ADDRESS: sstone@prestoncountywv.gov

Exhibit C-2

9:45 a.m. Community Corrections, Kasey Sawyer – Grant Award

Commissioner Smith made a motion to authorize the President to sign the Community Corrections Grant Award Agreement in the amount of \$100,000. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried. (See attached.)



Jim Justice
Governor of West Virginia

May 24, 2023

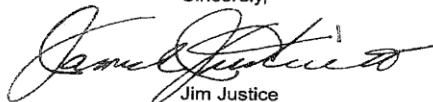
The Honorable Samantha Stone
President
Preston County Commission
106 W. Main Street, Suite 202
Kingwood, West Virginia 26537

Dear Commissioner Stone:

I am pleased to inform you that I have approved a Community Corrections Program grant award to the Preston County Commission in the amount of \$100,000. These funds will be utilized for the continued operation of a community corrections program in Preston County.

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

Sincerely,


Jim Justice
Governor

JJ/mah

Cc: Kasey D. Sawyer, Project Director
Linda Huggins, Fiscal Officer



Division of Administrative Services
Justice and Community Services (JCS)
SCHEDULE OF PAYMENTS

The following Schedule of Payments is hereby recognized and adopted by the following grant subrecipient: Preston County Commission.

Project Number: 24-CC-20

Total Award: \$100,000.00


Payment No.	Date	Amount
1	7/1/2023	\$25,000.00
2	10/1/2023	\$25,000.00
3	1/1/2024	\$25,000.00
4	4/1/2024	\$25,000.00


The Honorable Samantha Stone
President
Preston County Commission

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

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

Recipient's Name: Preston County Commission		
Address: 106 W. Main Street, Suite 202, Kingwood, WV 26537		
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
DUNS Number: 161658356	Vendor Number (only if direct recipient)	
Name and Title of Contact Person: Kasey D. Sawyer, Director of Preston County Community Corrections Program		
Telephone Number: (304) 329-0937	E-Mail Address: ksawyer@prestoncountywv.gov	
Section A—Declaration Claiming Complete Exemption from the EEO Requirement		
Please check all the following boxes that apply.		
<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.
I, <u>Samantha Stone</u> [responsible official], certify that <u>Preston County Commission</u> [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.		
I further certify that <u>Preston County Commission</u> [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.		
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D		
Print or Type Name and Title	Signature	Date
Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO 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 EEO to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):		
I, <u>Samantha Stone</u> [responsible official], certify that <u>Preston County Commission</u> [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 EEO 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 EEO 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 EEO is on file at the following office: <u>Preston County Commission</u>		
<u>106 W. Main Street, Suite 202, Kingwood, WV 26537</u> [organization], <u>106 W. Main Street, Suite 202, Kingwood, WV 26537</u> [address].		
<u>Samantha Stone, President</u> Print or Type Name and Title	 Signature	<u>6/13/2023</u> Date
Section C—Declaration Stating that an EEO Short Form Has Been Submitted to the Office for Civil Rights for Review		
If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEO Short Form to the OCR for review.		
I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.		
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D		
Print or Type Name and Title	Signature	Date

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND
Preston County Commission
24-CC-20

This **AGREEMENT**, entered into this **1st Day of July 2023**, by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Preston County Commission, hereinafter referred to as "Grantee."

WHEREAS JCS is the recipient of Community Corrections Funds from the State of West Virginia, and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be utilized for the continued operation of a community corrections program in Preston County.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof.
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.
4. The Grantee will commence its duties under the Agreement on **July 1, 2023** and shall continue those services/activities until **June 30, 2024**. 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 **\$100,000.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. Based on the program's most recent compliance audit, JCS has determined that the program **will** 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 the application 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 the application 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 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 attached and such other special terms and conditions that JCS has set forth is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee fails 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 electronically to the appropriate agency email addresses.
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.



Samantha Stone
President
Preston County Commission

Marty A. Hatfield
Assistant Director
Justice and Community Services Section

RESOLUTION

The Commission of Preston County met on 6/13/2023 (date) with a quorum present and passed the following resolution.

Be it resolved that the Commission hereby authorizes Samantha Stone, President of the Preston County Commission, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the Community Corrections Program.

Signed: _____
County Clerk

RESOLUTION

The Commission of Preston County met on 6/13/2023 (date) with a quorum present and passed the following resolution.

Be it resolved that the Commission hereby authorizes Samantha Stone, President of the Preston County Commission, to act on its behalf to enter into a contractual agreement with the Division of Administrative Services, Justice and Community Services to receive and administer grant funds pursuant to provisions of the Community Corrections Program.

Signed: 
County Clerk



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

Effective: July 23, 2019

Revision History: Method of correspondence changed to electronic on March 15, 2023.

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 emailed to the designated JCS Program Specialist.

- 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 commingled 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. §§ 10225(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

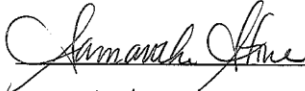
apply to state and local employees. 5 U.S.C. §§ 1501- 1508.) Please reference West Virginia Code § 29-6-20 for state restricted activities.

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]: Samantha Stone - President

Authorized Official Signature:



Date:

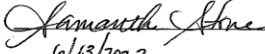
6/13/2023



WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
WEST VIRGINIA COMMUNITY CORRECTIONS GRANT PROGRAM
SPECIAL CONDITIONS & ASSURANCES

44. **PUBLIC AVAILABILITY OF INFORMATION:** The sub-grantee agrees to comply with the terms and conditions of pertinent federal and state freedom of information acts, and to require its contractors to comply with these requirements.
45. **CONSULTANTS/CONTRACTS:** No contract or agreement may be entered into by the sub-grantee for the execution of project activities or provision of service that is not incorporated in the approved grant, and without prior written approval of JCS. Grant approval by JCS does not constitute consultant/contract approval.
46. **REPORTING OF IRREGULARITIES:** Sub-grantees are responsible for reporting promptly to JCS the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action.
47. **VEHICLE PROCUREMENT:** Applicants purchasing vehicles with West Virginia Community Corrections funds are required to adhere to the established bidding procedures for their respective units of government. To ensure reputable vendors are obtained, applicants may consider utilizing the current applicable state contract.
48. **COMMUNICATION EQUIPMENT:** All portable communication equipment purchased utilizing West Virginia Community Corrections funds must be compatible with programmable hand-held units, available through purchase via state contract.
49. **OFFENDER INFORMATION SYSTEM (OIS) and the SUPREME COURT OF APPEALS OF WEST VIRGINIA'S OFFENDER CASE MANAGEMENT SYSTEM (OCMS):** The applicant shall agree to utilize the OIS database to input all participants regardless of referral source including, but not limited to, probation, parole, and Treatment Supervision cases. Additionally, the applicant shall agree to utilize the OCMS database to input all drug court participants. Non-criminal justice participants, such as those referred by the West Virginia Department of Health and Human Resources (DHHR), should **not** be entered into either database.
50. **BUSINESS ASSOCIATE AGREEMENT AND AUTHORIZATION FOR THE RELEASE OF PROTECTED MEDICAL INFORMATION:** The applicant shall agree to execute a HIPAA Business Associate Agreement with Justice and Community Services for OIS data entry. The agreement will be sent to applicants annually and must be signed by the Authorized Official. Additionally, the applicant agrees to utilize a release of information form prior to entering participants into OIS.
51. **LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY (LS/CMI) AND MOTIVATIONAL INTERVIEWING (MI):** The applicant agrees to utilize the online LS/CMI assessment instrument as required by the WV Community Corrections Subcommittee for all LS/CMIs conducted on cases that are not entered into the WVSCA OCMS.
- All DRC staff who conduct LS/CMI assessments and/or work directly with offenders will complete both the Effective Practices in Community Supervision (EPICS) and Motivational Interviewing trainings in accordance with all JCS Office of Research and Strategic Planning (ORSP) requirements.
52. **QUALITY ASSURANCE:** All DRC staff certified on the LS/CMI will participate in the Quality Assurance for Treatment Intervention Programs and Supervision (QA-TIPS) program through the ORSP.
- All DRC directors and staff will register with the Online Learning Management System (OLMS) and utilize the system for course registration and certification tracking as instructed by the ORSP.
53. **JUSTICE REINVESTMENT INITIATIVE TRAINING AGENDA:** All DRC Directors, staff, and DRC contractors responsible for the delivery of group interventions will be certified in the Cognitive Behavioral Intervention for Substance Abuse (CBI-SA) and Thinking for a Change (T4C) curricula at the earliest opportunity and as seats are available. For information on the trainings offered, please contact the ORSP.
54. **REFERRALS TO STATE RECOVERY RESIDENCES:** The applicant shall agree to comply with West Virginia Code §16-54-3. When referring participants to statewide recovery residences, programs must ensure that the recovery residence holds a valid certificate of compliance. A list of certified residences is maintained by the West Virginia Alliance of Recovery Residences (WVARR).
55. **QUARTERLY MEETINGS:** The applicant shall agree to have in attendance the Project Director and/or Program Director at quarterly meetings. These meetings will be located throughout the State. Each Community Corrections program will host a quarterly meeting, with a listing of the host sites being published by JCS with each new funding cycle. When hosting a meeting it is the responsibility of the Program Director to make all necessary contacts, set the agenda, and facilitate the meetings.
56. **ADDITIONAL SPECIAL CONDITIONS AND ASSURANCES:** The Community Corrections Subcommittee may add additional special conditions and assurances after a submitted proposal application has been reviewed by the Subcommittee. Program approval and funding approval may be contingent on the applicant agreeing to comply with the additional special conditions and assurances.

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

Authorized Official [please print]: Samantha Stone - President
Authorized Official Signature: 
Date: 6/13/2023



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—

OJP FORM 4061/R (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.

(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)

17460 Veterans Memorial Highway
Kingwood (Preston County),
West Virginia 26537

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, 610 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: Preston County Commission
106 W. Main Street, Suite 202
Kingwood, WV 26537

24-CC-20 community Corrections

556000384

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Samantha Stone, President
4. Typed Name and Title of Authorized Representative

5. Signature

6/13/2023
6. Date

9:50 a.m. Friends of the Cheat, Amanda Pitzer

A. Request support letter for FY22 WVDEP AMLER Grant
Commissioner Smith moved to authorize the President to sign the Letter of Support for the DEP AMLER Grant Application for Friends of the Cheat. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried. (See attached.)

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PRESTON COUNTY COMMISSION

Samantha Stone, President
Don Smith, Commissioner
Hunter Thomas, Commissioner



June 13, 2023

The Honorable Jim Justice
Governor of West Virginia
State Capitol, 1900 Kanawha Blvd. E
Charleston, WV 25305

RE: Preston County Commission supports Friends of the Cheat's 2023 Abandoned Mine Land Economic Recovery (AMLER) application

Dear Governor Justice and WVDEP AMLER Grant Review Panel,

On behalf of the Preston County Commission, please accept this letter of support for Friends of the Cheat's 2023 AMLER grant project, "Cheat River Environmental Education Center."

The Preston County Commission supports outdoor recreation tourism as a growth industry for our county and is proud to see the Cheat River selected as one of five destinations featured in the Mountaineer Trail Network.

In a region famous for whitewater rivers, the Cheat Narrows represents a signature tourism asset within Preston County. Each year around 4,000 customers enjoy commercial trips on this stretch of river, and many more private boaters from around the Mid-Atlantic travel to Preston County to kayak the Narrows. With over \$5 million invested to date to construct the Cheat River Rail Trail and the Cheat River Trailhead, the Cheat Narrows is on its way to being the preeminent whitewater destination in the eastern United States.

Building the Cheat River Environmental Education Center adjacent to the Cheat River Trailhead now represents the final component of this regional economic development project. The Center will serve as a state-of-the-art visitor center for the Cheat River region and will be the tourism hub for commercial and private whitewater trips on the Cheat.

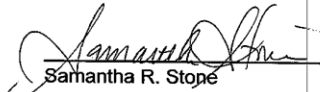
Preston County Courthouse Annex • 106 West Main Street, Suite 202, Kingwood, West Virginia 26537
Phone (304)329.1805 • Fax (304)329.3192 • TDD (304)329.0652
www.prestoncountywv.gov


Economists estimate that the Mountaineer Trail Network will generate 64,000 new visitor days per year at the Cheat River trail center, which could translate into \$9 million in local visitor spending in Preston County communities. As a result, it is crucial that the Cheat River Environmental Education Center be constructed to serve these visitors and facilitate increased tourism in Preston County.

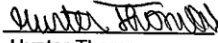
In conclusion, the Preston County Commission supports the construction of this facility and is proud to see Friends of Cheat dedicate \$100,000 of its \$154,000 allocated ARPA funds towards this destination development project. We urge you and the West Virginia Department of Environmental Protection to approve Friends of the Cheat's AMLER grant.

We thank you for your consideration of this request.

Sincerely,


Samantha R. Stone
President


Don Smith
Commissioner


Hunter Thomas
Commissioner

B-A. Request support letter for FY23 WVDOH Recreational Trails Grant

Commissioner Smith made a motion to sign the Letter of Support for the WVDOH Recreational Trails Grant Application in support of Friends of the Cheat. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried. (See attached.)

PRESTON COUNTY COMMISSION

Samantha Stone, President
Don Smith, Commissioner
Hunter Thomas, Commissioner



June 13, 2023

The Honorable Jim Justice
Governor of West Virginia
State Capitol, 1900 Kanawha Blvd. E
Charleston, WV 25305

RE: Preston County Commission supports Friends of the Cheat's FY23 DOH
Recreational Trails Grant proposal

Dear Governor Justice and Recreational Trails Advisory Board,

On behalf of the Preston County Commission, please accept this letter of support for
Friends of the Cheat's 2023 Recreational Trails Program proposal for the "Cheat River
Rail-Trail Construction: Southern Bridges" project.

The Preston County Commission supports outdoor recreation tourism as a growth
industry for our county and is proud to see the Cheat River selected as one of five
destinations featured in the Mountaineer Trail Network.

In a region famous for whitewater rivers, the Cheat Narrows represents a signature
tourism asset within Preston County. Each year around 4,000 customers enjoy
commercial trips on this stretch of river, and many more private boaters from around the
Mid-Atlantic travel to Preston County to kayak the Narrows. With over \$5 million
invested to date to construct the Cheat River Rail-Trail and the Cheat River Trailhead,
the Cheat Narrows is on its way to being the preeminent whitewater destination in the
eastern United States.

The Cheat River Rail-Trail runs adjacent to the Cheat Narrows and will provide another
activity encouraging visitors to spend another day and another dollar in Preston County.
The Rail-Trail is not only a destination for tourists, but it will serve as an important trail
for local residents and military personnel at Camp Dawson seeking to get outside and
exercise. The rail-trail will also dramatically increase access options for anglers.

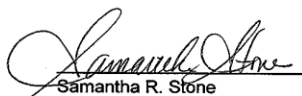
Preston County Courthouse Annex • 106 West Main Street, Suite 202, Kingwood, West Virginia 26537
Phone (304)329.1805 • Fax (304)329.3192 • TDD (304)329.0652
www.prestoncountywv.gov


Economists estimate that the Mountaineer Trail Network will generate 64,000 new visitor days
per year at the Cheat River trail hub which could translate into \$9 million in local visitor spending
in Preston County communities. As a result, it is crucial that the Cheat River Rail-Trail
construction be completed to serve these visitors and facilitate increased tourism in Preston
County.

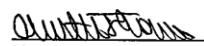
In conclusion, the Preston County Commission supports the construction of this trail hub and is
proud to see Friends of Cheat dedicate \$154,000 allocated ARPA funds towards this destination
development project. We urge you and the West Virginia Division of Highways to award funding
to Friends of the Cheat for this project.

We thank you for your consideration of this request.

Sincerely,


Samantha R. Stone
President


Don Smith
Commissioner


Hunter Thomas
Commissioner

Mr. Wolfe presented internal budget revisions needed for central garage. Emergency Management and 911. These budget revisions will be considered during the County Coordinators Report, after other budget revisions have been presented.

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10:55 a.m. 2023 Personal Property and Real Estate Land Book Documents Approval

The 2023 Personal Property & Real Estate Land Books were approved at last week's meeting. The document copies presented today are requiring signatures for the Preston County Tax Office and the Preston County Clerk's Office.

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Approval of Minutes – May 9, 2023

Commissioner Smith moved to approve the minutes for May 9, 2023 regular meeting. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried.

Estate Settlements – May 30, 2023 thru May 31, 2023

Commissioner Thomas moved that the foregoing estate settlement and/or waivers thereof, having been filed for a period of the (10) days prior to the commencements of this term and there being no exceptions or objections filed thereto, be approved, and confirmed. (See attached)

United States of America



State of West Virginia

County of Preston, ss:

Settlement List

Notice is hereby given that the following estate(s) have been submitted for settlement from 05/30/2023 thru 05/31/2023 in the Preston County Clerk's Office at 106 West Main Street, Suite 103, Kingwood, WV 26537-1131. For approval by the Preston County Commission on Tuesday, June 13, 2023.

ESTATE NUMBER: **2716**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: May 31, 2023
ESTATE NAME: **PATRICIA ANN LIKENS**
ADMINISTRATRIX: KASIE GOFF

ESTATE NUMBER: **4440**
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement
SETTLEMENT RECORDED: May 30, 2023
ESTATE NAME: **FRANK F. WILHELM**
CO EXECUTRIX: KELLY ANN ANDREWS
CO EXECUTOR: JEFFREY F. WILHELM

Subscribed and sworn to before me on 06/07/2023.

Linda Higgins

Clerk of the Preston County Commission

By: *Ashley Cole*
Ashley Cole, Deputy Clerk

Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Proceedings in Vacation – June 1, 2023 through June 7, 2023

Under **New Business** Commissioner Smith moved to dispense with the reading in open court of the Proceedings of the Clerk of this Commission, had in vacation on June 1, 2023 thru June 7, 2023, 2023 inclusive, and to approve and confirm the same as presented by the County Clerk, there having been no exception or objections filed thereto. (See attachment)

United States of America



State of West Virginia

County of Preston, ss:

Clerk's Fiduciary Report

Estates from Thursday, June 1, 2023, through Wednesday, June 7, 2023

The County Commission of Preston County this 13th day of June, 2023 proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before her during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Thursday, June 1, 2023, the following matters were disposed of in the presence of the Clerk:

The said estate of **FRANCES L. BISHOP**, deceased was referred to **WOODROW E. TURNER**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

The last will and testament of **RALPH JUNIOR CRAIG**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

MARSHA LYNNE CRAIG, who was named in the last will and testament of **RALPH JUNIOR CRAIG**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **JAMES H. ARMSTRONG**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record and a Small Estate Affidavit Testate was filed

ALYSON C. ARMSTRONG, was named SUCCESSOR thereof, qualified as such. No bond was required.

On, Friday, June 2, 2023, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **ALEXANDER F. TURNER**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

TAMMY R. CLARK, who was named in the last will and testament of **ALEXANDER F. TURNER**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **MARK ARMSTRONG**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

KIMBERLY HENDERSHOT WOLFE, who was named in the last will and testament of **MARK ARMSTRONG**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Monday, June 5, 2023, the following matters were disposed of in the presence of the Clerk

The last will and testament of **LYDIA MARDELLE FORMAN AKA MARDELLE H. FORMAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JOYCE ANN BERNATOWICZ, who was named in the last will and testament of **LYDIA MARDELLE FORMAN AKA MARDELLE H. FORMAN**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Tuesday, June 6, 2023, the following matters were disposed of in the presence of the Clerk:

LINDA J. WESTBROOK was appointed and qualified as ADMINISTRATRIX of the estate of **DAVID LEE WILLS**, deceased. Bond was 25,000.00.

More than 60 days since the date of death or the surviving spouse or heir, upon a motion, **JANE S. HAUGER** was appointed and qualified as SUCCESSOR of the Small Estate Intestate Affidavit of **JOSEPH FRANKLIN HAUGER SR.**, deceased. No bond was required.

Subscribed and sworn to before me on 06/07/2023.

Linda Higgins

Clerk of the Preston County Commission

By: *Ashley Cole*
Ashley Cole, Deputy Clerk

Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Smith, Thomas and Stone voting yes. Motion carried.

Fiduciary Commissioner Report – none

Old Business- Consideration and/or action -

New Business- Consideration and/or action –

A. Discussion County Commission Policies

Work session scheduled for July 11, 2023 after the regular meeting.

Facility Manager's Report – Consideration and/or action

County Coordinator's Report - Consideration and/or action

President Stone recognized Kathy Mace with the Coordinator's Report

A. Update on purchase AED for county buildings

Moving ahead with the purchase. Justin to order; lead time, a month or so.

~~A:~~

B. Update on Dailey Building

Meeting Thursday, June 15 at 3:00 p.m. with the owner to go over items necessary for the type of business. Moving company estimate approximately \$23,700. Tentative move in date is July 24, 2023.

~~B:~~

C. 2023-2024 FY Annual Salary Statement

Commissioner Thomas made a motion to approve the 2023-2024 FY Annual Salary Statement and authorize the Commission President to sign the document. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried. (See attached.)

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County Commission of Preston County

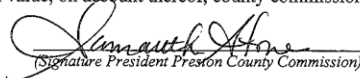
Annual Wage Statement: 2023-2024 Fiscal Year

Pursuant to W. VA. CODE § 7-7-7(g), please be advised that for the fiscal year which begins on July 1, 2023, and will end on June 30, 2024, the compensation of the employees and unfilled positions, if any, in my Office will be as follows:

SEE ATTACHMENT

Of course, if there are any changes in the county commission budget during the upcoming fiscal years the county commission may change the compensation accordingly and I will file an updated Salary statement.

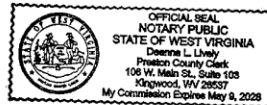
I, Samantha Stone, the President of Preston County, West Virginia, being duly sworn, swear that the amounts stated above are the actual amounts paid or intended to be paid to county commission assistants, deputies, and employees without rebate, and without any agreement, understanding or expectation that any part thereof shall be repaid to county commissioners, and that prior to the time this affidavit was made nothing has been paid or promised to county commissioners on that account, and that if county commissioner shall thereafter receive any money, or thing of value, on account thereof, county commissioners will account for and pay the same to the county.


(Signature President Preston County Commission)

Sworn to and subscribed before me by Samantha Stone, the Commission President of Preston County, West Virginia this 13th day of June, 2023.


Notary Public

My commission expires May 9, 2028.



A. **D. Budget Revisions**

Commissioner Thomas moved to approve all the budget revisions that have

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been presented at the meeting today. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried. (See attached.)

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**Preston County Prosecuting Attorney
James E. Shay, Jr.**

Anne M. Armstrong
Chief Assistant Prosecuting Attorney

Assistant Prosecuting Attorneys
Megan M. Fields
A. Tyler Reseter

Victim Advocate
Stacy Greaser



Office Administrator
Sarabeth Bolinger

Legal Assistants

Tara Beasley
Ashly Bolyard

ALLOWED
AND PAYMENT AUTHORIZED

June 12, 2023

Honorable County Commission
by hand delivery

JUN 13 2023
James E. Shay, Jr.
PRESIDENT OF
COUNTY COMMISSION

Re: Prosecutor's Office Budget Revision

Please be advised that I am making the following budget revisions:

Action	Amount	From: Line Item	To: Line Item
Transfer	\$2,000.00	PROF SERV 001-405-223-00	CAP OUT/EQUIP 001-405-459-00
Transfer	\$1,000.00	CONTRACT SERV 001-405-230-00	CAP OUT/EQUIP 001-405-459-00

Thank you for your prompt attention to this matter.

Best regards,

James E. Shay, Jr.
James E. Shay, Jr., Esq.
Prosecuting Attorney

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ALLOWED
AND PAYMENT AUTHORIZED

JUN 13 2023
James E. Shay, Jr.
PRESIDENT OF
COUNTY COMMISSION

**MEMORANDUM
Preston County Commission**

Date: June 13, 2023
To: Bookkeeping
From: Kathy Mace, Administrator
Subject: Budget Revision – Animal Shelter
County Commission

DECREASE	001-716-214 (Travel)	\$800
INCREASE	001-716-459 (Equipment)	\$800
DECREASE	001-401-223 (Prof. Services)	\$5,383
INCREASE	001-401-109 (Extra Help)	\$5,000
INCREASE	001-401-104 (FICA)	\$383

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PRESTON COUNTY SHERIFF'S DEPARTMENT
SHERIFF PAUL A. PRITT

183 WEST MAIN STREET BONDWOOD, WEST VIRGINIA 26037
 Law Enforcement: 304-329-1811 FAX: 304-329-2794 TDD: 304-329-0652 Tax Office: 304-329-0105

Date: 06/12/2023
 To: Bookkeeping
 From: Sheriff's Department
 Subject: Budget Revisions

Sheriff's Department

Expenditures DECREASE	001-700-341 (Law Enforcement Materials & Supplies)	\$5000.00
Expenditures INCREASE	001-700-221 (Law Enforcement Training)	\$2000.00
INCREASE	001-700-222 (Law Enforcement Dues & Subscriptions)	\$2000.00
INCREASE	001-700-345 (Law Enforcement Uniforms)	\$1000.00

Paul A. Pritt
 Paul A. Pritt

ALLOWED
 AND PAYMENT AUTHORIZED

Samantha R. Stone
 PRESIDENT OF
 COUNTY COMMISSION

Preston County Prosecuting Attorney
James E. Shay, Jr.

~~Anne M. Armstrong~~
 Chief Assistant Prosecuting Attorney
 Assistant Prosecuting Attorneys
 Megan M. Fields
 A. Tyler Reseter
 Victim Advocate
 Stacy Greaser



Office Administrator
 Sarabeth Bolinger

Legal Assistants
 Tara Beasley
 Amy Bolyard

ALLOWED
 AND PAYMENT AUTHORIZED

June 12, 2023

JUN 13 2023
Samuel A. ...
 PRESIDENT OF
 COUNTY COMMISSION

Honorable County Commission
 by hand delivery

Re: Prosecutor's Office Budget Revision

Please be advised that I am making the following budget revisions:

Action	Amount	From: Line Item	To: Line Item
Transfer	\$2,000.00	PROF SERV 001-405-223-00	CAP OUT/EQUIP 001-405-459-00
Transfer	\$1,000.00	CONTRACT SERV 001-405-230-00	CAP OUT/EQUIP 001-405-459-00

Thank you for your prompt attention to this matter.

Best regards,

James E. Shay, Jr.
 James E. Shay, Jr., Esq.
 Prosecuting Attorney

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PRESTON COUNTY E-911 Communication Center

300 Rich Wolfe Dr.
Kingwood, WV 26537
Phone: 1-304-329-1855
Fax: 1-304-329-2630

Director: Duane Hamilton **Deputy Director: Justin Wolfe**

June 13, 2023

To: Preston County Commission
106 W Main St, Suite 202
Kingwood, WV 26537

Re: BUDGET REVISION

Decrease:	001-717-343	\$6,041.00
Increase:	001-717-217	\$1,750.00
	001-717-217-01	\$1,291.00
	001-717-219	\$3,000.00

ALLOWED
AND PAYMENT AUTHORIZED
JUN 13 2023
Duane Hamilton
PRESIDENT OF
COUNTY COMMISSION

Reason: Payment of Bills

Thank You,

Justin R. Wolfe
Justin Wolfe



PRESTON COUNTY E-911 Communication Center

300 Rich Wolfe Dr.
Kingwood, WV 26537
Phone: 1-304-329-1855
Fax: 1-304-329-2630

Director: Duane Hamilton **Deputy Director: Justin Wolfe**

June 13, 2023

To: Preston County Commission
106 W Main St, Suite 202
Kingwood, WV 26537

Re: BUDGET REVISION

Decrease:	001-711-343	\$2,000.00
Decrease:	001-711-222	\$1,300.00
Increase:	001-711-211-02	\$100.00
	001-711-211-03	\$100.00
	001-711-341	\$800.00
	001-711-345	\$300.00
	001-711-216	\$2,000.00

ALLOWED
AND PAYMENT AUTHORIZED
JUN 13 2023
Duane Hamilton
PRESIDENT OF
COUNTY COMMISSION

Reason: Payment of Bills

Thank You,

Justin R. Wolfe
Justin Wolfe

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PRESTON COUNTY

E-911 Communication Center

300 Rich Wolfe Dr.
Kingwood, WV 26537
Phone: 1-304-329-1855
Fax: 1-304-329-2530

Director: Duane Hamilton

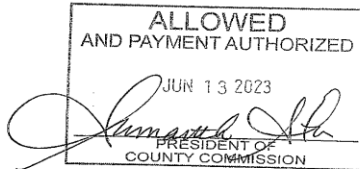
Deputy Director: Justin Wolfe

June 13, 2023

To: Preston County Commission
106 W Main St, Suite 202
Kingwood, WV 26537

Re: BUDGET REVISION

Decrease:	007-712-230	\$4,500.00
	007-712-212	\$80.00
	007-712-214	\$1,000.00
	007-712-221	\$500.00
Increase:	007-712-216	\$1,500.00
	007-712-211-02	\$80.00
	007-712-108	\$4,500.00



Reason: Payment of Bills

Thank You,

Justin Wolfe
Justin Wolfe

E. Miscellaneous Correspondence

E.

- Housekeeping matter – The H.E. Neumann contract, approved at last week's meeting, was presented today for the President's signature.

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CONTRACT

This agreement is made this 12th day of June, 2023 between H.E. Neumann Company, 100 Middle Creek Road, Triadelphia, West Virginia, 26509; Contractor and the Preston County Commission, 106 W. Main Street, Suite 202, Kingwood, West Virginia, 26537; Owner.

The Contractor agrees to provide all supervision, labor, materials, equipment, as described in the signed Scope of Work, (exhibit A), to replace the Chiller & Condenser System, which serves the Preston County Commission at 101 West Main Street, Kingwood, West Virginia, 26537.

a. Terms: The total amount paid to the Contractor for the work shall be; One Hundred and Seven Thousand, Eight Hundred and Eighty-Nine dollars (\$107,889.00). This amount shall include: all supervision, labor, materials and equipment including all permits and licenses required for the work.

b. Payment: Payments to the Contractor shall be as follows"

1. Eighty-Six Thousand, Three hundred and Nineteen dollars (\$86,319.00) upon substantial completion of the project
2. Twenty One Thousand, Five Hundred and Eighty dollars (\$21,580) upon completion of the project.

c. Scope of work: all work will be done to the specifications in the bid form provided as well as in a timely and workmanship-like manner.

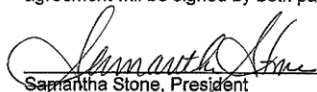
d. Insurance: The Contractor agrees to provide General Liability Insurance for any damage covered by the insurance policy throughout the duration of the work. The Preston County Commission is also to be included in the insurance policy as an additional insured.

e. Relationship of the Parties: The Contractor accepts the relationship of trust and confidence established by the agreement and covenants with the Owner and utilize the Contractor's best skill, efforts and judgement in furthering the interests of the Owner, to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the Owner. The Owner agrees to exercise best efforts to enable the Contractor to perform the work in the best way and most expeditious manner by furnishing and approving in a timely way, information required by the Contractor and making payments to the Contractor in accordance with the requirements above.

f. The on-site work is to begin one (1) week after receipt of the equipment and to conclude within thirty (30) days of the starting date.

g. The Contractor agrees to meet all State and Federal requirements for Equal Opportunity Employment.

h. If this contract needs to be amended, all changes will be approved by the Owner and agreement will be signed by both parties.


Samantha Stone, President
On Behalf of the Preston County Commission

June 12, 2023
date


John Longwell – Senior Project Manager
On Behalf of H.E. Neumann Company

June 12, 2023
date

- Moving forward with the purchase of a computer to replace the COVID laptop (\$2400), laptop for the baliff's security desk (\$2,900), switch for the Circuit Clerk's office, due to the move and two servers need warranty extensions. Total cost for all the IT Project needs is approximately \$8,452.
- The June 14, 2023 EMS Work Session time has been changed to 10:30 a.m.
- Server room – bringing in a contractor to determine how to remedy the heat in the server room and also to investigate the air flow between the county clerk's office and the tax office.

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Personnel Matters – Consideration and/or action

Legal Matters – Consideration and/or action

At 10:24 a.m., Commissioner Thomas made a motion to go into Executive Session for a potential legal matter. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

Those in attendance for the Executive Session were: Commissioners Hunter Thomas, Don Smith, Samantha Stone and County Coordinator Kathy Mace.

EXECUTIVE SESSION

At 10:35 a.m., Commissioner Thomas made a motion to come out of Executive Session and reenter open session. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Thomas, Smith and Stone voting yes. Motion carried.

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Information

A. Miscellaneous Correspondence

Commissioners Comments

At 10:38 a.m. there being no further business to come before the Commission, President Stone declared the Regular Session adjourned.

Commissioner

Commissioner

Commissioner

---oOo---

06/13/2023

