

# **A G E N D A**

## **PRESTON COUNTY COMMISSION**

**JULY 2, 2024**

**9:00 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 – None**

**Apportionments – None**

**Recognition of Scheduled Appointments –**

9:01 a.m. Stacey Greaser, Victim Advocate – VOCA Grant Application

9:05 a.m. Duane Hamilton and Justin Wolfe OEM/E911 – Employee Hire and EMPG Grant Adjustment Form

9:10 a.m. Charles Felton - Regarding WPA39 Wall – Funding Request

**Approval of Minutes – June 18**

**Estate Settlements List – Nothing at this time**

**Proceedings in Vacation/Clerk's Fiduciary Report – June 20, 2024 through June 26, 2024**

**Fiduciary Commissioner Report – None**

**Old Business – Consideration and/or action**

**New Business – Consideration and/or action**

**Courthouse Reconfiguration Project Update-Consideration and/or action**

A. Update from Facilities Supervisor

**County Administrator's Report – Consideration and/or action**

A. FY 24-25 Salary Sheet

B. Office Space Allocations

C. Employee Handbook discussion/update

D. Announcement of Special Session on EMS

E. Budget Revisions

F. Miscellaneous Correspondence

**Personnel Matters- Consideration and/or action**

A. Executive Session

**Legal Matters- Consideration and/or action**

A. Executive Session

**Information**

**Commissioners' Comments**

## **STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:**

The Preston County Commission met in Regular Session at 9:00 a.m., July 2, 2024 in the County Commission Meeting room.

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

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

# Recognition of Public

Also, present was County Administrator Nate Raybeck and Assessor Connie Ervin.

The following persons registered their attendance during the meeting:

Deanna Lively	Jim Fields	Jesse Hale
Jacob Martin-WV News	Justin Wolfe	Stacy Greaser
Jennifer Graham-DP	Lisa Leishman	Alex Hines
Donnie Mann	Jamie Hebb	

No other persons registered before the meeting to address the commission.

# Review of Bills

Commissioner Thomas moved to pay the bills that have been properly presented and reviewed. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

SYSTEM DATE 07/02/2024	COUNTY OF PRESTON	PAGE 1
REPORT DATE 07/02/2024	TRANSACTION EDIT LIST	TIME 7:26:50
FILES ID W	BATCH NUMBER 0743	USER WVPRRMAR

TYPE	TRANS-NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST INVOICE	TRANSDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	SELECT	POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO	PAYEE VENDOR NAME		
VC	20240743-001	NA	0277P	00140522000	06/29/2024	05/31/2024	AG01	12.03
N		PRESTON PUBLICATIONS	ACCT #31685	PROS ATTY ADV/PUB FEES	0277P	714736	PRESTON PUBLICATIONS	06/2024
VC	20240743-002	NA	0282	00771222300	06/29/2024	06/25/2024	AE07	40.29
N		PRESTON CO SENIOR	INV #4196868063	E911 PROFESSIONAL SERVICE	0282	06/25/2024	PRESTON CO SENIOR	06/2024
VC	20240743-003	NA	0282	00171122300	06/29/2024	06/25/2024	AG01	25.00
N		PRESTON CO SENIOR	INV #4196868063	EMERG SERV PROF SERVICES	0282	06/25/2024	PRESTON CO SENIOR	06/2024
VC	20240743-004	NA	5737	07273136100	06/29/2024	06/20/2024	BC72	1194.00
N		MICRO DISTRIBUTING II	TESTING	COMM CORR DRUG TEST	5737	1345249	MICRO DISTRIBUTING II	06/2024
VC	20240743-005	NA	0389	07273121900	06/29/2024	06/12/2024	BC72	234.86
N		XEROX CORP	COPIER	COMM CORR-RENT	0389	5922346	XEROX CORP	06/2024
VC	20240743-006	NA	5918	05640734100	06/29/2024	06/18/2024	AA56	49.00
N		QUENCH USA INC	ACCT #D519629	AVF-MATERIALS & SUPPLIES	5918	07594085	QUENCH USA INC	06/2024
VC	20240743-007	NA	3752	00171121102	06/29/2024	06/10/2024	AG01	102.08
N		US CELLULAR	ACCT #854806714	OEM-TELEPHONE-US CELL	3752	06/10/2024	US CELLULAR	06/2024
VC	20240743-008	NA	3792	00140121102	06/29/2024	06/12/2024	AG01	301.95
N		US CELLULAR	ACCT #156785348	CO COMM TELEPHONE-US CELL	3792	06/12/2024	US CELLULAR	06/2024
VC	20240743-009	NA	3792	05640721102	06/29/2024	06/12/2024	AA56	49.88
N		US CELLULAR	ACCT #156785348	AVF-TELEPHONE-US CELL	3792	06/12/2024	US CELLULAR	06/2024
VC	20240743-010	NA	3792	00140521102	06/29/2024	06/12/2024	AG01	35.15
N		US CELLULAR	ACCT #156785348	PROSECUTOR-TELE-US CELLUL	3792	06/12/2024	US CELLULAR	06/2024
VC	20240743-011	NA	3792	00771221102	06/29/2024	06/12/2024	AE07	70.30
N		US CELLULAR	ACCT #156785348	E-911 TELEPHONE-US CELL	3792	06/12/2024	US CELLULAR	06/2024
VC	20240743-012	NA	3792	00171121102	06/29/2024	06/12/2024	AG01	67.80
N		US CELLULAR	ACCT #156785348	OEM-TELEPHONE-US CELL	3792	06/12/2024	US CELLULAR	06/2024

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SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	SELECT	POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO	PAYEE VENDOR NAME		
VC	20240743-013	NA	3792	00773321100	06/29/2024	06/12/2024	AE07	50.14
N		US CELLULAR	ACCT #156785348	MAPPING-TELEPHONE	3792	06/12/2024	US CELLULAR	06/2024
VC	20240743-015	NI	3777	00773323000	06/29/2024	06/02/2024	AE07	3883.29
N		MICHAEL BAKER INTERNA-	SERVICES	MAP/ADDRESS CONT SERVICES	3777	06/02/2024	MICHAEL BAKER INTERNA-	06/2024
VC	20240743-014	NA	4337	00140234200	06/29/2024	06/20/2024	AG01	237.10
N		MATTHEW BENDER & CO, INC.	BOOKS	CO CLERK-RECORD BOOKS	4337	41709772	MATTHEW BENDER & CO, INC.	06/2024
VC	20240743-016	NI	0638	00142021600	06/29/2024	06/24/2024	AG01	126.97
N		CHILDS FEED & SUPPLY CO	SERVICE & PARTS	CUSTODIAL M&R EQUIPMENT	0638	388753	CHILDS FEED & SUPPLY CO	06/2024
VC	20240743-017	NI	5624	00140122300	06/29/2024	06/24/2024	AG01	800.00
N		PULLIN FOWLER FLANAGAN	SERVICES	CO COMM PROFESS. SERVICES	5624	157972	PULLIN FOWLER FLANAGAN	06/2024
VC	20240743-018	NA	0223	00140121302	06/29/2024	06/26/2024	AG01	1266.02
N		MON POWER	ACCT #110 086 272 223	UTILITIES MON POWER	0223	06/26/2024	MON POWER	06/2024
VC	20240743-019	NA	0223	00140121302	06/29/2024	06/26/2024	AG01	473.12
N		MON POWER	ACCT #110 081 397 009	UTILITIES MON POWER	0223	06/26/2024	MON POWER	06/2024
VC	20240743-020	NA	0223	00140121302	06/29/2024	06/25/2024	AG01	2003.95
N		MON POWER	ACCT #110 088 635 294	UTILITIES MON POWER	0223	06/25/2024	MON POWER	06/2024
VC	20240743-021	NA	0223	00140121302	06/29/2024	06/25/2024	AG01	18.45
N		MON POWER	ACCT #110 083 937 554	UTILITIES MON POWER	0223	06/25/2024	MON POWER	06/2024
VC	20240743-022	NA	0223	00140121302	06/29/2024	06/25/2024	AG01	82.03
N		MON POWER	ACCT #110 088 635 047	UTILITIES MON POWER	0223	06/25/2024	MON POWER	06/2024
VC	20240743-023	NA	5580	00140321900	06/29/2024	06/10/2024	AG01	721.98
N		XEROX FINANCIAL	COPIER	CIRC CK-EQUIP RENTS	5580	5851019	XEROX FINANCIAL	06/2024
VC	20240743-024	NA	0277B	00140222000	06/29/2024	06/20/2024	AG01	61.13
N		PRESTON PUBLICATIONS	AD #1430007/ACCT #29998	CO CLERK ADV/LEGAL PUBLIC	0277B	06/20/2024	PRESTON PUBLICATIONS	06/2024

TYPE SEPARATE-CHK	TRANS-NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT	POSTDATE	
VENDOR NAME	VENDOR NAME	ACCOUNT NAME	PAYEE VENDOR NO	PAYEE VENDOR NO	PAYEE VENDOR NAME	PAYEE VENDOR NAME			
VC	20240743-025		0325	00140621200		9312	06/27/2024	AG01	1736.22
N	NA		.00	.00	FORMS	06/29/2024	06/27/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-026		0325	00140621800		9312	06/27/2024	AG01	8269.84
N	NA		.00	.00	FORMS	06/29/2024	06/27/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-027		0325	00140623000		9312	06/27/2024	AG01	2202.48
N	NA		.00	.00	FORMS	06/29/2024	06/27/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-028		0325	00140634100		9312	06/27/2024	AG01	2845.22
N	NA		.00	.00	FORMS	06/29/2024	06/27/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-029		0325	00142034102		9316	06/27/2024	AG01	746.00
N	NA		.00	.00	PAPER	06/29/2024	06/27/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-030		2001	00142023000		24126	06/25/2024	AG01	203.65
N	NA		.00	.00	ELECTION EXPENSE	06/29/2024	06/25/2024		06/2024
PRESTON COUNTY SCHOOLS CUSTODIAL COMT SERVICES 2001 PRESTON COUNTY SCHOOLS									
VC	20240743-031		0340	00142021500		469342	06/27/2024	AG01	80.00
N	NA		.00	.00	MATERIALS/ACCT #614	06/29/2024	06/27/2024		06/2024
STREETS STORE CUSTODIAL M&R BLD & GRD 0340 STREETS STORE									
VC	20240743-032		0340	00142021500		469340	06/27/2024	AG01	186.49
N	NA		.00	.00	MATERIALS/ACCT #614	06/29/2024	06/27/2024		06/2024
STREETS STORE CUSTODIAL M&R BLD & GRD 0340 STREETS STORE									
VC	20240743-033		2884	00140634100		97556	06/28/2024	AG01	167.88
N	NA		.00	.00	EQUIPMENT	06/29/2024	06/28/2024		06/2024
GLOBAL SCIENCE & TECH ASSESSOR MAT & SUPPLIES 2884 GLOBAL SCIENCE & TECH									
VC	20240743-034		0277A	00140122200			06/17/2024	AG01	100.00
N	NA		.00	.00	RENEWAL/ACCT #117484	06/29/2024	06/17/2024		06/2024
PRESTON PUBLICATIONS CO COMM DUES/SUBSCRIPT 0277A PRESTON PUBLICATIONS									
VC	20240743-035		4896	00140421900		16727874	06/22/2024	AG01	244.68
N	NA		.00	.00	COPIERS	06/29/2024	06/22/2024		06/2024
LEAF TAX OFF - BLDG/EQUIP RENT 4896 LEAF									
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									

TYPE SEPARATE-CHK	TRANS-NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT	POSTDATE	
VENDOR NAME	VENDOR NAME	ACCOUNT NAME	PAYEE VENDOR NO	PAYEE VENDOR NO	PAYEE VENDOR NAME	PAYEE VENDOR NAME			
VC	20240743-036		4896	00140121900		16727874	06/22/2024	AG01	119.53
N	NA		.00	.00	COPIERS	06/29/2024	06/22/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-037		4896	00140521900		16727874	06/22/2024	AG01	186.15
N	NA		.00	.00	COPIERS	06/29/2024	06/22/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-038		4896	00141221900		16727874	06/22/2024	AG01	193.64
N	NA		.00	.00	COPIERS	06/29/2024	06/22/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-039		6024	00142021500			06/30/2024	AG01	600.00
N	NA		.00	.00	MOWING	06/29/2024	06/30/2024		06/2024
NICK FORMAN LAWCARE LLC CUSTODIAL M&R BLD & GRD 6024 NICK FORMAN LAWCARE LLC									
VC	20240743-040		0223	00140121302			06/28/2024	AG01	555.57
N	NA		.00	.00	ACCT #110 110 115 984	06/29/2024	06/28/2024		06/2024
MON POWER UTILITIES MON POWER 0223 MON POWER									
VC	20240743-041		3174	00140122300		2024-220	07/01/2024	AG01	9256.00
N	NA		.00	.00	SERVICES	06/29/2024	07/01/2024		06/2024
BOGGS ENVIRONMENTAL CO COMM PROFESS. SERVICES 3174 BOGGS ENVIRONMENTAL									
VC	20240743-042		0186	00140121301			06/30/2024	AG01	109.81
N	NA		.00	.00	ACCT #6832	06/29/2024	06/30/2024		06/2024
KINGWOOD WATER WORKS UTILITIES KING WATER 0186 KINGWOOD WATER WORKS									
VC	20240743-043		0186	00140121301			06/30/2024	AG01	200.72
N	NA		.00	.00	ACCT #1661	06/29/2024	06/30/2024		06/2024
KINGWOOD WATER WORKS UTILITIES KING WATER 0186 KINGWOOD WATER WORKS									
VC	20240743-044		0186	00140121301			06/30/2024	AG01	627.03
N	NA		.00	.00	ACCT #2315	06/29/2024	06/30/2024		06/2024
KINGWOOD WATER WORKS UTILITIES KING WATER 0186 KINGWOOD WATER WORKS									
VC	20240743-045		0186	00140121301			06/30/2024	AG01	403.64
N	NA		.00	.00	ACCT #2329	06/29/2024	06/30/2024		06/2024
KINGWOOD WATER WORKS UTILITIES KING WATER 0186 KINGWOOD WATER WORKS									
VC	20240743-046		0186	00140121301			06/30/2024	AG01	109.81
N	NA		.00	.00	ACCT #2298	06/29/2024	06/30/2024		06/2024
KINGWOOD WATER WORKS UTILITIES KING WATER 0186 KINGWOOD WATER WORKS									
VC	20240743-047		0186	00140121301			06/30/2024	AG01	109.81
N	NA		.00	.00	ACCT #2316	06/29/2024	06/30/2024		06/2024
KINGWOOD WATER WORKS UTILITIES KING WATER 0186 KINGWOOD WATER WORKS									

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DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT	POSTDATE	
VENDOR NAME	VENDOR NAME	ACCOUNT NAME	PAYEE VENDOR NO	PAYEE VENDOR NO	PAYEE VENDOR NAME	PAYEE VENDOR NAME			
VC	20240743-048		5823	00170022300			06/18/2024	AG01	8.79
N	NA		.00	.00	SERVICE	06/29/2024	06/18/2024		06/2024
BREEZELINE LAW ENFORCE PROF SERVICES 5823 BREEZELINE									
VC	20240743-049		2264	00170023000			03/01/2024	AG01	1365.00
N	NA		.00	.00	MAINTENANCE AGREEMENT	06/29/2024	03/01/2024		06/2024
SBM ELECTRONICS, INC. LAW ENFORCE CONT SERVICE 2264 SBM ELECTRONICS, INC.									
VC	20240743-050		5725	00170023300			06/25/2024	AG01	824.90
N	NA		.00	.00	INV #INVCT011574	06/29/2024	06/25/2024		06/2024
COVERTTRACK GROUP INC LAW ENFORCE-INVEST. EXP. 5725 COVERTTRACK GROUP INC									
VC	20240743-051		5350	00181334500		3441244	06/27/2024	AG01	238.00
N	NA		.00	.00	VESTS	06/29/2024	06/27/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-052		5350	00181334100		3441244	06/27/2024	AG01	110.17
N	NA		.00	.00	SUPPLIES	06/29/2024	06/27/2024		06/2024
WARNING: INVOICE NUMBER EXISTS MORE THAN ONCE IN THIS BATCH FOR SPECIFIED VENDOR									
VC	20240743-053		3017	00170021102			06/16/2024	AG01	262.36
N	NA		.00	.00	ACCT #832451359	06/29/2024	06/16/2024		06/2024
US CELLULAR SHERIFF TELEPHONE-US CELL 3017 US CELLULAR									
VC	20240743-054		5580	00140221900		5816694	05/23/2024	AG01	204.72
N	NA		.00	.00	COPIER	06/29/2024	05/23/2024		06/2024
XEROX FINANCIAL CO CLERK BLDG/EQ RENTS 5580 XEROX FINANCIAL									
VC	20240743-055		5580	00140221900		5810147	05/20/2024	AG01	78.44
N	NA		.00	.00	COPIER	06/29/2024	05/20/2024		06/2024
XEROX FINANCIAL CO CLERK BLDG/EQ RENTS 5580 XEROX FINANCIAL									
VC	20240743-056		4337	00140234200		41761146	06/21/2024	AG01	144.43
N	NA		.00	.00	COURT RULES	06/29/2024	06/21/2024		06/2024
MATTHEW BENDER & CO, INC. CO CLERK-RECORD BOOKS 4337 MATTHEW BENDER & CO, INC.									
VC	20240743-057		4337	00140234200		41810082	06/24/2024	AG01	1805.24
N	NA		.00	.00	2024 SUPP PKG	06/29/2024	06/24/2024		06/2024
MATTHEW BENDER & CO, INC. CO CLERK-RECORD BOOKS 4337 MATTHEW BENDER & CO, INC.									
VC	20240743-058		2046	00771221104			06/20/2024	AR07	2241.94
N	NA		.00	.00	ACCT #30418918971125034	06/29/2024	06/20/2024		06/2024
FRONTIER E-911 TELEPHONE FRONTIER 2046 FRONTIER									
VC	20240743-059		4309	00171734300			06/30/2024	AG01	8009.67
N	NA		.00	.00	FUEL	06/29/2024	06/30/2024		06/2024
WEX BANK CENT GARAGE-AUTO SUPPLIES 4309 WEX BANK									

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TYPE	TRANS-NUMBER	P.O.NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT
			VENDOR NAME	ACCOUNT NAME	PAYEE VENDOR NO		PAYEE VENDOR NAME		POSTDATE
VC	20240743-060		4309	05640721400			06/30/2024	AA56	303.19
N	NA	.00	.00	FUEL	06/29/2024	06/30/2024			P 06/2024
			WEX BANK	AVF-TRAVEL	4309		WEX BANK		

TOTAL TRANSACTION AMOUNT 56757.54

WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00140121102  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00140121302  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00140221900  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00140421900  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00140522000  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00142034102  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00170021102  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00181334100  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 07273121900  
 WARNING: 2024 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 07273136100

List of invoices approved for payment  
 this 2nd day of July, 2024  
 Int. *[Signature]*

SYSTEM DATE 07/02/2024  
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SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT
			VENDOR NAME	ACCOUNT NAME	PAYEE VENDOR NO		PAYEE VENDOR NAME		POSTDATE
VC	20240744-001		6044	00140122100			07/02/2024	AG01	1995.00
N	N1	.00	.00	TUITION	07/02/2024	07/02/2024			P 07/2024
			GOVEXEC HOLDINGS LLC	CO COMM TRAIN/EDUCATION	6044		GOVEXEC HOLDINGS LLC		
VC	20240744-002		6043	20644345700			07/02/2024	CO206	154115.81
N	NA	.00	.00	COURTHOUSE RECONFIGURATIO	07/02/2024	07/02/2024			P 07/2024
			JARRETT CONSTRUCTION	CARES-CAPITAL OUTLAY-BLDG	6043		JARRETT CONSTRUCTION		
VC	20240744-003		4277	00140122601			06/01/2024	AG01	11128.50
N	NA	.00	.00	WORKERS COMP	07/02/2024	06/01/2024			P 07/2024
			WVCORP	CO COMM INS WORKERS COMP	4277		WVCORP		
VC	20240744-004		4277	00140122600			06/01/2024	AG01	82283.00
N	NA	.00	.00	GENERAL LIABILITY	07/02/2024	06/01/2024			P 07/2024
			WVCORP	CO COMM INS GEN LIAB	4277		WVCORP		
VC	20240744-005		1015	00140122200			06/15/2024	AG01	6500.00
N	NA	.00	.00	2025 MEMBERSHIP DUES	07/02/2024	06/15/2024			P 07/2024
			WV ASSOC OF COUNTIES	CO COMM DUES/SUBSCRIPT	1015		WV ASSOC OF COUNTIES		
VC	20240744-006		4068	00198645900			07/02/2024	AG01	10436.00
N	NA	.00	.00	LEASE PAYMENT	07/02/2024	07/02/2024			P 07/2024
			BANK OF THE OZARKS	CO COMM CAP OUTLAY	4068		BANK OF THE OZARKS		
VC	20240744-007		5661	00140121900			07/01/2024	AG01	2500.00
N	01	.00	.00	RENT	07/02/2024	07/01/2024			P 07/2024
			CGP DEVELOPMENT CO INC	CO COMM BLDG/EQUIP RENTS	5661		CGP DEVELOPMENT CO INC		
VC	20240744-008		0130	00541534100			07/02/2024	WM05	549.00
N	NA	.00	.00	JULY 2024 J&S	07/02/2024	07/02/2024			P 07/2024
			GENERAL COUNTY FUND	MAG CT SUPPLIES	0130		GENERAL COUNTY FUND		
VC	20240744-009		1157	00141321600			06/04/2024	AG01	1409.99
N	NA	.00	.00	LICENSE RENEWAL FEE	07/02/2024	06/04/2024			P 07/2024
			ES&S	CO CLK-ELECTIONS MR EQUIP	1157		ES&S		
VC	20240744-010		2884	00140623000			07/01/2024	AG01	550.00
N	NA	.00	.00	DOG TAG LICENSE	07/02/2024	07/01/2024			P 07/2024
			GLOBAL SCIENCE & TECH	ASSESSOR CONTRACTED SERV	2884		GLOBAL SCIENCE & TECH		
VC	20240744-011		2884	00140623000			07/01/2024	AG01	756.00
N	NA	.00	.00	JULY 2024	07/02/2024	07/01/2024			P 07/2024
			GLOBAL SCIENCE & TECH	ASSESSOR CONTRACTED SERV	2884		GLOBAL SCIENCE & TECH		
VC	20240744-012		2884	00140623000			07/01/2024	AG01	995.00
N	NA	.00	.00	MAP CARD SCAN	07/02/2024	07/01/2024			P 07/2024
			GLOBAL SCIENCE & TECH	ASSESSOR CONTRACTED SERV	2884		GLOBAL SCIENCE & TECH		

TOTAL TRANSACTION AMOUNT 279452.95

WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00541521100  
 WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00541534100  
 WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 20644345700

List of invoices approved for payment  
 this 2nd day of July, 2024  
 Int. *[Signature]*

**Assessor's Office**

**Tax Correction List – None**

**Apportionments – None**

**Recognition of Scheduled Appointments –**

9:01 a.m. Stacey Greaser, Victim Advocate – VOCA Grant Application

Commissioner Thomas moved to approve the 2024-2025 VOCA Grant Application and authorize the President of the Preston County Commission to sign the documents. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

**FY 2025 Victims of Crime Act (VOCA) State of West Virginia**



**Application Form**

<b>Victim of Crime Act (VOCA) Victim Assistance Grant Program Application</b>	<b>General Administrative Information Page 1</b>
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<p><i>Applicant Agency:</i> Preston County Commission                  Address: 106 W. Main Street, Suite 202                  Kingwood, WV 26537</p> <p>Phone: 304-329-1805                  Fax Number: 304-329-3192</p>	<p><b>Type of Agency</b></p> <p><input type="checkbox"/> State  <input checked="" type="checkbox"/> County  <input type="checkbox"/> Municipal  <input type="checkbox"/> Non-Profit</p>
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<p><i>Protect Director:</i> James E. Shay, Jr.                  Address: 107 W. Court Street,                  Kingwood, WV 26537</p> <p>Phone: 304-329-1885                  Fax: 304-329-0372                  Email: jshay@prestoncountywv.gov</p>	<p><i>Fiscal Officer:</i> Linda Huggins                  Address: 106 W. Main Street, Suite 103                  Kingwood, WV 26537</p> <p>Phone: 304-329-0070                  Fax: 304-329-0918                  Email: lhuggins@prestoncountywv.gov</p>
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Did you receive VOCA funds last year? Yes If so, how much? \$44,205

Amount Requested this project period: \$59,390

Amount Awarded:

Are you on track to spend last year's award? Yes If no, please explain why: yes

Project Period: **October 1, 2024 - September 30, 2025**

Percent Breakdown by Crime Category:

- Domestic Violence: 25%
- Sexual Assault: 20%
- Child Abuse: 15%
- Underserved Pop: 40%

Number of years previously funded: 25

County(ies) Served: Preston

Population: 34216

Estimated number of victims to be served by grant: 1500

*Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances if funding is provided.*

<p>Authorized Official: Don Smith                  Address: 106 W. Main St, Suite 202                  Kingwood, WV 26537</p>	<p>Title: Commission President                  Phone: 304-329-1805                  Fax: 304-329-3192                  E-Mail: dmsmith@prestoncountywv.gov</p>
<p>Signature: </p>	<p>Date: 7/2/2024</p>

<b>Victims of Crime Grant (VOCA) Grant Application</b>	<b>Budget Summary Page2</b>
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Applicant: Preston County Commission      FEIN Number:55-6000384  
 UEI Number:161658356

Category	VOCA Requested Funds	Other Funds	Total Budget
Personnel/Contractual	55440	13727	69167
Travel / Training	750		750
Equipment			
Space		7500 (in kind)	7500 (in kind)
Other	3200		3200
<b>Totals</b>	<b>59390</b>	<b>21227</b>	<b>80617</b>

Funding Strategy

Funding Source(s)	Amount	Status
VOCA	59390	A
Preston County Commission Gen Fund	13727	C
Preston County Commission Match	7500 (in kind)	C
<b>Total</b>	<b>80617</b>	

- Funding Source - Separately list each source of funds that will be used in the program.
- Amount- Enter the amount received or anticipated for each
- Status - Indicate the status of each funding source as follows:
- P Projected grant, loan or donation
  - A Application submitted and under review
  - C Funds Committed
  - R Funds received, appropriated or on hand

<b>Victims of Crime Grant (VOCA) Grant Application</b>	<b>Budget Detail by Category Page1</b>
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Detailed Project Cost by Budget Category	Requested VOCA Funds	Other Funds	Recommendation
<b>PERSONNEL</b>			JCS Use Only
Victim Advocate (35 hours per week)	51500		
FICA 7.65%	3940		
W/C .0017%			
Retirement 9%			
Insurance (Medical/Dental/Vision/Life)			
<b>TRAVEL / TRAINING</b>			
JCS Pre-Approved Training/Travel – Course costs, meals, lodging, mileage, parking	750		
<b>EQUIPMENT</b>			
<b>SPACE</b>			
<b>OTHER -</b>			
Brochures/Books/Website. Event supplies, children's books, Laptop for working remote when needed, gas cards for victims to get to/from court hearings and meetings.	3200		
<b>Total Requested VOCA Funds</b>	<b>59390</b>		
<b>Total Other Funds</b>			
<b>Total of Recommendation (JCS use Only)</b>			

<b>Victims of Crime Grant (VOCA) Grant Application</b>	<b>Budget Justification Page4</b>
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Please provide specific information that presents and explains each proposed expense for the project. State clearly and in **concise detail** the breakdown and justification of need for each item requested for funding in the Budget Detail pages. *Mention here if there are changes from last year and why.* Attach additional pages if necessary.

<b>PERSONNEL:</b> Full-time Victim Advocate with a total salary of \$51500 (35 hours/week x 52 weeks/year x ~\$28.30/hour)	
Total possible benefits are <u>\$51500</u> with detail as follows:	
FICA-	7.65% = <u>\$3940</u>
Workers Compensation-	.17% = <u>\$88</u>
Unemployment-	N/A (Preston County is self-insured for this)
Insurance-	(Medical/Vis/Den/Life)= \$9004
Retirement-	9% = \$4635
Total Salary/Possible Benefits = <u>\$69167</u>	
Total Personnel/Contractual Grant Funds Requested = <u>\$55440</u>	
Travel/Training	<u>750</u>
Other – Postage, Etc.	<u>3200</u>
- Laptop	
- Gas Cards	
Remaining Salary/Benefits will be used for Match: \$13727	
Space (in kind)	<u>\$7500</u>
*This is not the current salary being paid to the Victim Advocate.	
<p>The Victim Advocate is very crucial to the Prosecutor's Office with the highest victim case load over the last several years. In particular, the Victim Advocate now follows a more defined procedure for contacting and guiding the victims through the criminal justice process. In addition, the Victim Advocate has become more involved in cases involving child victims.</p> <p>Currently, the Victim Advocate has spent numerous hours working with multiple sexual assault victims who have a high level of victims needs to inform them of the numerous hearings that sexual assault cases typically have, prepare and support them so they can testify in Court, inform them about counseling services, and seeking and obtaining restitution and compensation from the Crime Victim's Compensation Fund. Many of these sexual assault victims have felt more satisfaction with the criminal justice process due to this assistance from the Victim Advocate.</p> <p>In sum, as a result of improved communications with all crime victims and more attention being devoted to victims of sexual assaults and violent crime the specific crime victims are more satisfied with the resolution of their criminal cases. In addition, the increased number of crime victims served and overall improvement in communication has improved confidence in the criminal justice system.</p> <p>The Victim Advocate routinely schedules follow up meetings with victims to discuss the alleged crime with the victim and the best way to resolve the case. This includes discussions about possible plea agreements which as a practice we strongly consider the victim's position on, and also on the ability of the victim to testify at trial and explaining to the victim the procedure for trial testimony.</p> <p>The Preston County Victim Advocate helps to educate the public about victims of crime by providing presentations to multiple neighborhood groups, health fairs, club meetings, town hall meetings and other public events.</p>	

<b>Victims of Crime Grant (VOCA) Grant Application</b>	<b>Budget Justification Page4</b>
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Please provide specific information that presents and explains each proposed expense for the project. State clearly and in **concise detail** the breakdown and justification of need for each item requested for funding in the Budget Detail pages. Mention here if there are changes from last year and why. Attach additional pages if necessary.

**TRAVEL/TRAINING:** \$750 in Travel and training for the victim advocate to travel and attend not only the required 8 hour training but any other training approved training that may be beneficial.

<b>Victims of Crime Grant (VOCA) Grant Application</b>	<b>Budget Justification Page4</b>
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**SPACE** – Victim advocate is provided space in the Preston County Prosecutor's Office

**OTHER** - \$3200 for brochures, books, website, event supply costs, laptop for remote working when needed, gas cards for victims to be able to attend hearings and meetings when necessary.

**VOCA Victims Assistance Grant Program Application GOALS and-  
Objectives**  
Page 6

GOALS		
Goal 1 – Provide assistance and support to victims throughout all stages of the criminal justice system and help victims cope and deal with the trauma created from being victimized and involved in the criminal justice system.		
Objectives/Responsible Party	Timeline	Outcome Tools/Outcomes
<p align="center"><b>Objective 1:</b> Activities:</p> <p>A. Victim Advocate will contact and assist all victims in felony and misdemeanor cases in Preston County Circuit Court and Preston County Magistrate Court.</p> <p>1. Victim Advocate will contact victims by phone, email or mail advising them of their rights, court hearing dates and times so they can attend or the outcome if they are not able to attend.</p> <p>2. Victim Advocate will advise victims of the criminal justice procedures, restitution, the WVCVCF and Victim Impact Statements and assist with paperwork when necessary.</p> <p>B. Contact and assist victims from new cases in Preston County Magistrate Court.</p> <p>1. Victim Advocate will contact victims by phone, email or mail advising them of their rights, court hearing dates and times so they can attend or the outcome if they are not able to attend.</p> <p>2. Victim Advocate will advise victims of the criminal justice procedures, restitution, the WVCVCF and Victim Impact Statements and assist with paperwork when necessary.</p> <p>C. Provide and assist victims in completing victim impact statements.</p> <p>1. Victim Advocate will notify victims of their right to complete victim impact statements and will assist them if necessary.</p> <p>2. Victim Advocate will submit victim impact statement to the 18<sup>th</sup></p>	<p>A. October 1, 2024 to September 30, 2025</p> <p>B. October 1, 2024 to September 30, 2025</p> <p>C. October 1, 2024 to September 30, 2025</p>	<p>Daily log sheets, monthly &amp; quarterly reports</p> <p>All victims will be notified of their rights and will be guided through the case.</p> <p>Daily log sheets, monthly and quarterly reports.</p> <p>Notify all new victim of upcoming court hearings and advise them of their rights, explain and guide them throughout the court process.</p> <p>Victims will be provided with and offered assistance in completing a victim impact statement that will be submitted</p>

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Judicial Court.		to the court.
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**CERTIFICATION FORM**

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

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

Recipient's Name: Preston County Commission		
Address: 106 W. Main Street, Suite 202, Kingwood, WV 26537		
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?   Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No		
DUNS Number: 161658356		Vendor Number (only if direct recipient)
Name and Title of Contact Person: Stacy Greaser, Victim Advocate		
Telephone Number:		E-Mail Address: sgreaser@prestoncountywv.gov
<b>Section A—Declaration Claiming Complete Exemption from the EEOP Requirement</b>		
<i>Please check all the following boxes that apply.</i>		
<input type="checkbox"/> Less than fifty employees.	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Medical Institution.
<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Educational Institution	<input type="checkbox"/> Receiving a single award(s) less than \$25,000.
I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.		
I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.		
<i>If recipient sub-grants a single award over \$500,000, in addition, please complete Section D</i>		
Print or Type Name and Title	Signature	Date
<b>Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review</b>		
<i>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>		
I, Don Smith [responsible official], certify that Preston County Commission [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:		
Preston County Commission [organization], 106 W. Main Street, Suite 202, Kingwood, WV 26537 [address].		
Don Smith, President		7-1-2024
Print or Type Name and Title	Signature	Date
<b>Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review</b>		
<i>If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.</i>		
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.		
<i>If recipient sub-grants a single award over \$500,000, in addition, please complete Section D</i>		
Print or Type Name and Title	Signature	Date





**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 4061/6 (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)

107 W. Court Street  
Kingwood, WV 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, 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:

Preston County Commission

55 6000384

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

106 W. Main Street, Suite 202, Kingwood, WV 26537

4. Typed Name and Title of Authorized Representative

7-2-2024

5. Signature

6. Date

Don Smith, President



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

Effective: July 23, 2019

Revision History: Condition #13 added on October 23, 2022

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

Revision History: Condition #9 added on September 28, 2023.

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. **CONSULTANT RATES:** Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by JCS and DOJ prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.
2. **FRAUD, WASTE & ABUSE:** Reporting potential fraud, waste, and abuse, and similar misconduct. The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.
3. **USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:** Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
4. **LIMITED ENGLISH PROFICIENCY:** Title VI's prohibition of national origin discrimination includes discrimination against individuals 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. The 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/gixdm](http://www.it.ojp.gov/gixdm).
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. (2-CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

[https://search.whitehouse.gov/search?affiliate=wh&form\\_id=usasearch\\_box&query=Indirect+Costs](https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs)

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

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

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

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

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

The Federal clearing house is as follows:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10<sup>th</sup> Street  
Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **COMPLIANCE WITH DOJ GRANTS FINANCIAL GUIDE:** The recipient agrees to comply with the DOJ Grants Financial Guide (<https://www.ojp.gov/funding/financialguidedoj/overview>), including any updated version that may be posted during the period of performance.
9. **ACCESS TO RECORDS:** Grantee must authorize any representative from the U.S. Department of Justice or its subcomponents, including the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), access to and the right to examine all records, books, paper, or documents related to any federal grant program.
10. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at [www.sam.gov](http://www.sam.gov) and provide documentation to JCS with application for funding.
11. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, [www.dnb.com](http://www.dnb.com) and provide documentation to JCS with application for funding.
12. **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.
13. **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

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

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

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

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

- I. During the period of time that the award is in effect, any subrecipient ("subgrantee") that is a private entity, and the employees of any subrecipient that is a private entity, may not engage in:
- (a) Severe forms of trafficking in persons;

- (b) Procurement of a commercial sex act;
- (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
- (d) Acts that directly support or advance trafficking in persons, including acts such as:
  - Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
  - Without legally sufficient justification as determined by OVW, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
  - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
  - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
  - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.

II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that a subrecipient ("subgrantee") under this award that is a private entity:

- (a) Violated a prohibition in section B.1 of this award condition; or
- (b) Has an employee who violated a prohibition in section B.1 of this award condition through conduct that is either:
  - Associated with performance under this award; or
  - Imputed to the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

*Section C. Provisions applicable to any recipient*

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

*Section D. Definitions.*

For the purposes of this award condition:

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

15. **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 Relocation 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]: Don Smith, President

Authorized Official Signature:



Date:

7-2-2024



**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.  
§12-4-14 reporting requirements added on September 11, 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. **COMPLIANCE WITH WV CODE §12-4-14:** The grantee agrees to comply with §12-4-14 of the West Virginia Code, also known as the West Virginia Grant Transparency and Accountability Act. This Act is intended to develop a coordinated, nonredundant process for the effective oversight and monitoring of grant recipients, thereby ensuring quality programs, and limiting fraud, waste, and abuse.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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 148-CSR-1 of the West Virginia Code.
16. **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.
17. **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.

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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."
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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).
- 33. 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.

- 34. 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.
- 35. 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.
- 36. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974.
- 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.
- Additionally, the grantee agrees to comply with 101-CSR-1 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.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://oip.gov/about/ocr/eeop.htm>.
- 41. 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.
- 42. 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.
- 43. 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



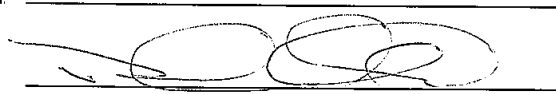
local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.

**44. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).

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

Authorized Official [please print]: Don Smith, President

Authorized Official Signature:



Date:

7-2-2024

9:05 a.m. Duane Hamilton and Justin Wolfe OEM/E911 – Employee Hire and EMPG Grant Adjustment Form

Justin Wolfe was recognized with a request to hire Nathaniel “Kyle” Arbogast at the Preston County E911 Center.

Commissioner Stone moved to approve the hire of Nathaniel “Kyle” Arbogast as a Regular Part-Time 911 Public-Safety Dispatcher effective immediately with a starting salary of \$17.60/hr. with benefits. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)



## 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

Asst. Director: Justin Wolfe

July 2, 2024


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

Re: New Hire

I am requesting approval to hire Nathaniel “Kyle” Arbogast as a Regular Part-Time 911 Public-Safety Dispatcher for Preston County E-911, effective immediately.

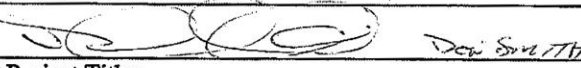
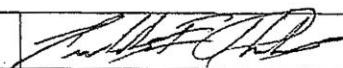
Upon your approval, Mr. Arbogast will start at \$17.60/hr., with benefits. This will be effective immediately.

Respectfully,

  
Duane Hamilton



Commissioner Thomas moved to approve the EMPG Grant Adjustment Form and authorize the President of the Preston County Commission to sign the form. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

WV Division of Emergency Management HS SAA SUB-GRANT ADJUSTMENT NOTICE			
Sub-grantee:		Page	1 of 1
Preston County Commission 106 W MAIN ST STE 202 KINGWOOD WV 26537		Sub-Grant Number:	
		21-EMPG-39	
		Adjustment Number:	
		1	
Authorized Official:		Date:	
		6/26/2024	
Project Title:		Nature of Adjustment:	
FY21 EMPG		Award adjustment	
Section I – Supplement Awards			
Previous Grant Award Amount:		\$44,736	
Adjustment:		-\$5	
Adjusted Award Amount:		\$44,731	
Section II – Changes			
Change Authorized Official	From:	To:	
Change Project Director	From:	To:	
Change Fiscal Official	From:	To:	
Change Sub-Grant Period	From:	To:	
Section III – Additional Information and Changes			
FY2021 EMPG Award supporting documentation was off by \$5.			
Name and Title:	Nick Rhodes Grant Specialist	Signature:	

9:10 a.m. Charles Felton – Regarding WPA39 Wall – Funding Request

Mr. Felton did not show for this appointment.

**Approval of Minutes – June 18, 2024**

No minutes were approved.

**Estate Settlements – Nothing at this time**

**Proceedings in Vacation – June 20, 2024 through June 26, 2024**

Under **New Business** Commissioner Stone moved to dispense with the reading in open court of the Proceedings of the Clerk of this Commission, had in vacation on June 20, 2024 thru June 26, 2024 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 20, 2024, through Wednesday, June 26, 2024**

The County Commission of Preston County this 2<sup>nd</sup> day of July, 2024 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, Monday, June 24, 2024, the following matters were disposed of in the presence of the Clerk:**

The said estate of **MICHELE LEE DEWITT**, deceased was referred to **OLIVIA DEVALL**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

The last will and testament of **EDNA K. HARTMAN**, 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. **WILLIAM MARK GARDNER**, was named, as SUCCESSOR thereof, qualified as such. No bond was required

The last will and testament of **SHERRY L. DAVIS**, 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. **RONALD E. DAVIS**, was named, as SUCCESSOR thereof, qualified as such. No bond was required.

The last will and testament of **DAWN CHARLENE RUFF**, 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. **CHERYL LUCILLE DEANER**, was named as SUCCESSOR thereof, qualified as such. No bond was required.

**On, Tuesday, June 25, 2024, the following matters were disposed of in the presence of the Clerk:**

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

**ANITA THORNE MAY**, who was named in the last will and testament of **WILLIAM RALEIGH THORNE**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

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

**ANITA THORNE MAY**, who was named in the last will and testament of **ANNA MAE THORNE**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **EDITH W. WEEKLEY AKA EDITH WILMA JEAN WEEKLEY**, 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.

**LOLA CHRISTINE CARR**, was named as SUCCESSOR thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 06/26/2024.

*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 Stone, Thomas and Smith voting yes. Motion carried.

**Fiduciary Commissioner Report – None**

**Old Business- Consideration and/or action –**

**New Business – Consideration and/or action –**

### **Courthouse Reconfiguration Project Report**

#### A. Update from Facilities Supervisor

- Phone lines are in. The Mills Group did a walk thru and came up with a short punch list of things to fix.
- Waiting on the asbestos results for Phase II – expecting those today.
- Working out some things at the Sheriff’s Office
- Extension Office – did some maintenance work to drains and the A/C. Installed a new sink and toilet for Phase I.

### **County Administrator’s Report – Consideration and/or action**

Administrator Raybeck introduced and welcomed Alex Hines, the new IT Director.

#### A. FY 24-25 Salary Sheet

Presented to the County Clerk last week.

#### B. Office Space Allocation

Jesse Hale, the Commercial Appraiser from the Assessor’s Office, has set up an office in the former commission lunch room on the second floor.

#### C. Employee Handbook discussion/update

Commissioner Stone moved to adopt the handbook as it’s been changed and reworked by Wendy Greve effective immediately. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried.

Mr. Raybeck noted: the handbook will now be circulated to the other department heads and county elected officials for modifications that might be needed to make it their own, if they choose to adopt it.

#### D. Announcement of Special Session on EMS

A special session on EMS will be held next Tuesday, July 9, 2024 at 11:00 a.m.

#### E. Budget Revisions

Mr. Raybeck presented budget revisions needed for fiscal year 2024-2025 for the County Commission, the Assessor’s Office and the Sheriff’s Office.

Commissioner Thomas moved to approve the budget revisions as presented. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



MEMORANDUM  
Preston County Commission

Date: July 2, 2024  
To: Bookkeeping  
From: Nate Raybeck, Administration  
Subject: FY 24-25 Budget Revision – Salary Line Items

DECREASE	001-428-230 (Data Process Cont Services)	\$ 29,163
DECREASE	001-420-215 (Custodial M&R Bld & GRD)	\$ 8,624
DECREASE	001-406-109 (Assessor Extr Help)	\$ 6,220 <i>ee</i>
INCREASE	001-401-103 (Salaries)	\$ 25,000
INCREASE	001-401-104 (FICA)	\$ 1,913
INCREASE	001-401-106 (Retirement)	\$ 2,250
INCREASE	001-406-103 (Assessor Salaries)	\$ 6,410 <i>ee</i>
INCREASE	001-406-104 (Assessor FICA)	\$ 491 <i>ee</i>
INCREASE	001-406-106 (Assessor Retirement)	\$ 577 <i>ee</i>
INCREASE	001-700-103 (Law E. Salaries)	\$ 6,102
INCREASE	001-700-104 (Law E. FICA)	\$ 467
INCREASE	001-700-106 (Law E. Retirement)	\$ 797



**RESOLUTION**

At a regular session of the county commission, held (Month, day and year) July 2 , 2024 the following order was made and entered:

**SUBJECT:** The revision of the Levy Estimate (Budget) for the County of PRESTON. The following resolution was offered:

**RESOLVED:** That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised **PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS**, as shown on budget revision number 1 , of the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Commissioner Thomas , and duly seconded by Commissioner Stone the vote thereon was as follows:

	<input checked="" type="radio"/> Yes or No
	<input checked="" type="radio"/> Yes or No
	<input checked="" type="radio"/> Yes or No

**WHEREUPON,** President Smith , declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the County Clerk is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

F. Miscellaneous Correspondence

- Mr. Raybeck stated insurance paperwork was received yesterday that now includes the Dailey Building contents are now included under the coverage. Commissioner Thomas agreed the inclusion and accompanying documentation was sufficient for approving the insurance renewal.

Commissioner Thomas moved to approve and authorize the President to sign the 2024 - 2025 Insurance Policy Documents. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



Preston County Commission

**ATTENTION**  
 Upon review, please sign/return to [underwriting@riskprograms.com](mailto:underwriting@riskprograms.com) to ensure prompt processing of documents, including invoice and certificates of coverage.

**2024 - 2025 Coverage Intent Form**

After careful consideration of your proposal, we accept your coverage program subject to the following selections or changes:

ACCEPTANCE:
<b>ACCEPT</b> - We accept all coverages as presented in this proposal.
<b>MODIFY</b> - We wish to request the following changes:
<b>REJECT</b> - We do not accept your proposal.

OPTIONAL QUOTES PROVIDED HEREIN:

Accept	Reject	CYBER RISK:
		ELECT optional Increased Limit for Cyber Risk as follows: Total Limit: \$ _____ Additional Contribution: \$ _____

BILLING TERMS	
We wish to select the following billing terms shown below	
Coverages (if applicable):	
Property & Casualty	<input type="checkbox"/> Annual Payment - Due and payable in full within 30 days of receipt <input checked="" type="checkbox"/> Two Equal Installments - Due by July 1st and October 1st
Workers' Compensation	<input type="checkbox"/> Annual Payment - Due and payable in full within 30 days of receipt <input checked="" type="checkbox"/> Quarterly Installments
<i>Any additions or deletions made after the proposal and the initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.</i>	
<i>A late charge of 1% per month (12% per annum) will be assessed for contributions received 30 days after the due date.</i>	

If additional quote options are provided herein, please indicate below if electing. Otherwise, coverage will be based upon current coverage.

Don Smith  
PRINTED NAME
[Signature]  
SIGNATURE
7/1/2024  
DATE

**WEST VIRGINIA COMMUNITIES  
RISK POOL**

**COVERSHEET TO MEMBER AGREEMENT**

**Member:** Preston County Commission

**Contract #:** WV-PR-039-25

**Coverage Certificate Term - Effective Date:** 07/01/2024

**Expiration Date:** 07/01/2025

COVERAGE	LIMIT OF LIABILITY*	ANNUAL CONTRIBUTION
<b>I.</b>		
<b>A. <u>Property</u></b>		\$28,027
Buildings/Contents - Replacement Cost, unless otherwise noted		
• Business Interruption/Extra Expense	\$100,000	
• Back-up of Sewers and Drains (Per Occurrence)	\$1,000,000	
• Debris Removal	\$20,000,000	
• Pollutant Clean-up and Removal	\$500,000	
• Newly Acquired Locations (per occurrence up to 120 days)	\$10,000,000	
• Property in Transit	\$5,000,000	
• Utility Services Time Element	\$2,000,000	
• Increased Cost of Construction/Ordinance/Demolition	\$20,000,000	
• Earthquake (Pool Aggregate)	\$10,000,000	
• Flood (outside 100-year flood plain; Pool Aggregate)	\$10,000,000	
<b>B. <u>Equipment Breakdown</u></b>		\$2,836
• Limit Per Breakdown	\$50,000,000	
<b>C. <u>Inland Marine</u></b>		\$8,855
Replacement Cost if scheduled, otherwise Actual Cash Value		
<b>D. <u>General Liability</u></b>		\$57,110
• Bodily Injury & Property Damage	\$1,000,000	
• Personal Injury & Advertising	\$1,000,000	
• Products & Completed Operations	\$1,000,000	
• Fire Legal Liability - Real Property	\$100,000	
• Employee Benefits Liability	\$1,000,000	
• Broad Form Property Damage and Property in the Care, Custody, and Control	\$100,000	
<b>E. <u>Automobile</u></b>		\$42,140
• Bodily Injury & Property Damage - Owned & Hired Autos	\$1,000,000	
• Medical Payments	\$2,000	
• Non-Owned Liability	\$1,000,000	
• Uninsured Motorists	\$1,000,000	
• Underinsured - Underinsured Motorist	\$250,000	
• Garage Liability	\$1,000,000	
• Garagekeepers	\$100,000	
• Automobile Physical Damage	Actual Cash Value or Cost of Repairs Less Deductible	
<b>F. <u>Public Officials Liability</u></b>		\$11,864
• Per Occurrence	\$1,000,000	
• Annual Aggregate	\$1,000,000	
<b>G. <u>Law Enforcement Liability</u></b>		Included
• Per Occurrence	\$1,000,000	
<b>H. <u>Crime</u></b>		\$950
• Employee Dishonesty, Faithful Performance	\$250,000	
• Broad Form Monies and Securities-Inside/Outside	\$250,000	
• Money Orders, Counterfeit, Depositors Forgery	\$250,000	
		1
<b>I. <u>Cyber Risk</u></b>		\$6,000
• Limit of Liability	\$2,000,000	
<b>J. <u>Environmental Liability</u></b>		Included
• Each Incident and Aggregate	\$500,000	
• Pool Aggregate	\$1,000,000	
<b>K. <u>Excess Liability</u></b>		\$9,753
• Excess Automobile Liability - Limit	\$1,000,000	
• Excess General Liability - Limit	\$1,000,000	
• Excess Law Enforcement Liability - Limit	\$1,000,000	
• Excess Public Officials Liability - Limit	\$1,000,000	
• Excess Public Officials Liability - Annual Aggregate	\$1,000,000	
Excess Liability does not include coverage for Non-Owned Automobile Liability or Garage Liability. Uninsured/Underinsured Motorists coverage not included unless elected, returned within 30 days of receipt and additional contribution paid.		
<b>L. <u>Workers' Compensation</u></b>		\$45,543
• Employers' Liability (Coverage B)	\$1,000,000	
• Coverage A	Statutory	
Program Credit, if Applicable		Included in Above
<b>Total Annual Contribution</b>		<b>\$213,078</b>

\*Coverages provided are limited to those listed herein.

\*Limits noted are subject to the terms, conditions, and exclusions of the contract. Sublimits may apply.

**DEDUCTIBLES (Per Occurrence)**

II.

<b>A. Property</b>	
• Per Building and Contents Final Contribution Allocation Schedule (PR_77340) Attached Below	
• Flood	\$25,000
• Earthquake	\$25,000
<b>B. Equipment Breakdown</b>	
• Per Occurrence	\$1,000
<b>C. Inland Marine</b>	
• Per Final Contribution Allocation Schedule (IM_77340) Attached Below	
<b>D. General Liability</b>	
• General Liability	\$0
<b>E. Automobile</b>	
• Comp/Coll Deductibles Per Final Contribution Allocation Schedule (BA_77340) Attached Below	
• Liability	\$0
• Hired Car Physical Damage Comprehensive	\$1,000
• Hired Car Physical Damage Collision	\$1,000
• Garagekeepers	\$1,000
<b>F. Public Officials Liability</b>	
• Per Occurrence	\$15,000
<b>G. Law Enforcement Liability</b>	
• Per Occurrence	\$15,000
<b>H. Crime</b>	
• Per Occurrence	\$250
<b>I. Cyber Risk</b>	
• Per Claim	\$0
<b>J. Environmental Liability</b>	
• Per Occurrence	\$25,000
<b>K. Excess Liability</b>	
• Per Occurrence	Underlying Limits
<b>L. Workers' Compensation</b>	
• Per Occurrence	\$0

**III. EXCESS COVERAGE OF POOL**

- A. **Property:** The Pool maintains reinsurance coverage up to \$100,000,000 in excess of the Pool's per occurrence retention of \$500,000. Each member chooses coverage limits which are set forth in the individual Member Contract. The Reinsurance limits do not increase the limits or benefits available to individual Members or Covered Persons. There could be instances where the reinsurance limits are exhausted, and the Reinsurance obligation ceases. If the Reinsurer coverage obligation ceases, WVcorp will continue to honor each Member Contract up to the limits set forth in the individual Member Contract.
- B. **Liability:** The Pool maintains reinsurance coverage up to the limit of liability shown on page one of this document in excess of the Pool's per occurrence retention of \$500,000.
- C. **Worker's Compensation:** The Pool maintains reinsurance coverage up to the statutory limit of liability in excess of the Pool's per occurrence retention of \$500,000.
- D. **Stop Loss:** The Pool maintains a stop loss aggregate, which attaches at 120% of the contribution collected.

**IV. CONTRIBUTION ASSESSMENT**

The contributions were based on pool members' experience modified in accordance with an actuarially derived formula.

Whenever the Supervisory Board and the Insurance Commission determine that the fund account is actuarially insufficient, when considering pool assets and reserves to cover known claims both reported and unreported, the board shall make an assessment of the members of the Pool. Such assessments shall be paid within 90 days.

**V. SERVICE AGENT – Risk Management Programs, Inc.**

Note: Local government group self-insurance pools are not protected by any West Virginia insurance guaranty association against default due to insolvency. In the event of insolvency, Members and persons filing claims against Members may be unable to collect any amount owed to them by the Pool regardless of the terms of the Member agreement. In the event the pool is in a deficit position, a Member may be liable for any and all unpaid claims against such Member.

With regards to Workers' Compensation liability, each member agrees to assume and discharge, jointly and severally, any liability under the West Virginia Workers' Compensation Laws of any and all employers party to such agreement and which provides that, in addition to the rights of the pool, in the event of failure of the pool to enforce such rights after reasonable notice to the pool, the commissioner may, at his or her sole discretion, order members to pay into the self-insured Employer Guaranty Risk Pool and Self-Insured Employer Security Risk Pool (if applicable) an amount sufficient to cover the estimated cost of all the accrued and contingent liabilities resulting from the period of self-insured status, or, in the alternative and in the commissioner's sole discretion, secure the liabilities in a manner consistent with other provisions of this rule.

ACCEPTED  
BY:



**SIGN  
HERE**



- Mr. Raybeck presented a Community Corrections document that was not included with the initial grant contract agreement presented by Kasey Foy and approved at the meeting held July 25, 2024. The attached document is submitted for the Commission President's signature. He noted a budget revision that was also attached, is incorrect and will not be presented. It will be resubmitted at a later date.

Commissioner Thomas moved to approve the stated correction to the Community Corrections Grant and authorize the President to sign. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

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]:

Don Smith

Authorized Official Signature:

[Signature]

Date:

7/2/2024

## Personnel Matters – Consideration and/or action

- A. Executive Session

## Legal Matters - Consideration and/or action

- A. Executive Session

At 9:20 a.m., Commissioner Stone moved to go into Executive Session to discuss the Sheriff's Office Building and Contract. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried.

Those in attendance for the Executive Session were Samantha Stone, Hunter Thomas, Nate Raybeck, Don Smith, Kevin Likens and Sheriff Jim Fields.

## EXECUTIVE SESSION

At 9:39 a.m., Commissioner Stone made a motion to come out of Executive Session and reenter open session. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried.

President Smith advised that no action was taken at this time as a result of the Executive Session.

### Information

### Commissioners Comments

At 9:44 a.m., there being no further business to come before the Commission, President Smith declared the Regular Session adjourned.

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*Commissioner*

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*Commissioner*

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*Commissioner*

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*07/02/2024*

