

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA  
#1 COURT SQUARE, SUITE 203  
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD  
THURSDAY, JULY 12, 2012

PRESENT: DAVID BLAIR COUCH, PRESIDENT  
WAYNE DUNN, COMMISSIONER  
STEPHEN GAINER, COMMISSIONER

At 9:30 A.M., the County Commission of Wood County met in regular session. They signed purchase orders, invoices, orders and other correspondence.

Barbara Lewis and Gene Cumpston were sworn in as a member of the Wood County Solid Waste Authority.

The County Commission approved an Erroneous Assessment Application in regard to real property for Sabic Innovative Plastics. (Copy attached)

The County Commission approved an Erroneous Assessment application in regard to personal property for Leroy Derenberger. (Copy attached)

The County Commission, upon a motion duly made, seconded and passed approved minutes of July 2 and 5, 2012.

**AGENDA AND DISCUSSION ITEMS**

At 9:40 A.M., Kelly Shook met with the Commissioners to thank them for their support of the Enforcing the Underage Drinking Laws program that has not been renewed for this year.

At 9:45 A.M., the County Commission met with Jeremy Cross, Wood County Parks Director, to discuss an agreement between the Wood County Parks and Recreation (Mountwood

Park) Public Utility Board and Claywood Park Public Service District for Claywood to manage the facility at the park. Said Agreement was approved by both parties. (Order M/2032)

At 9:58 A.M., the County Commission met with Ed Hupp, Wood County Emergency Services Director. Mr. Hupp updated the Commission on the recent storm. He stated they are down to twenty-six residents in Wood County without power. He further stated he is working with FEMA to assess the financial damage in the County.

At 10:00 A.M., the County Commission held a meeting in the Fort Boreman Room with local officials to discuss potential ways to lower the monthly regional jail bill.

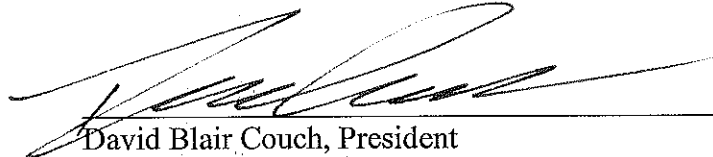
The County Commission adjourned.

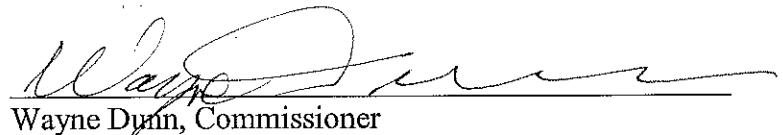
**ORDERS APPROVED AND ATTACHED TO THESE MINUTES**


M/2032, M/2033, M/2034, M/2035, M/2036 and A/994

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

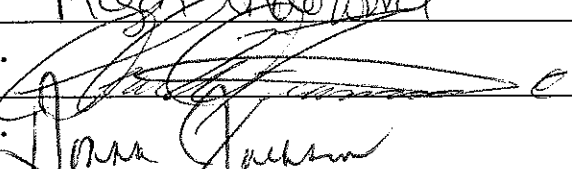
  
Wayne Dunn, Commissioner

  
Stephen Gainer, Commissioner

To listen to this meeting, please refer to DVD labeled July 12, 2012.

Wood County Commission Meeting  
Held July 12, 2012

**Please Print**

1.	Jeremy Cross
2.	GEORGE YOUNG - VIENNA P.D.
3.	JOE MARTIN - PARKESBURG P.D.
4.	Steve Stephens - WCSO
5.	Jeff Williams - DRC
6.	PAM BRUST - PNTS
7.	Paulina Yearego - Magistrate Court
8.	Jason Wharton
9.	Odell Heyler
10.	Russell Skogstad
11.	Kirsten Lefebvre
12.	Shane McLaughlin
13.	JENNIE HIGGINS
14.	Billie Adkins
15.	Katie Perrine - Judge Waters
16.	Amy Kunkel - Judge Reed
17.	Megyn Underwood
18.	
19.	Anna Jackson
20.	



# Wood County Commission

7/12/2012  
1 Court Square, Suite 203  
Parkersburg, WV 26101

9:30 AM	APPROVE AND SIGN MINUTES, ORDERS, PURCHASE ORDERS, INVOICES, NEW ROAD NAMES, ERRONEOUS ASSESSMENT APPLICATIONS AND ANY OTHER ADMINISTRATIVE DUTIES	MARTY SEUFER, COUNTY ADMINISTRATOR
9:45 AM	CLAYWOOD PSD AGREEMENT FOR MOUNTWOOD PARK	JEREMY CROSS
10:00 AM	DISCUSS WAYS TO REDUCE REGIONAL JAIL BILL	
General discussion items:		

7/12/12  
70/113

# 2012-2013

July '12						
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Payroll Cut-Off

Pay Day

Holiday Day Off

7/12/12  
70/113

JULY 12, 2012

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION APPROVED THE PAY SCHEDULE  
FOR FISCAL YEAR 2012/2013.

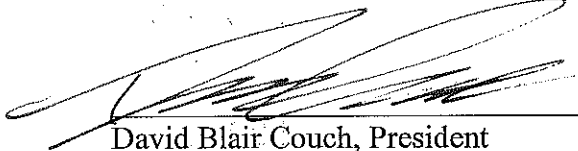
**ORDER**

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Wayne Dunn, and made unanimous by Stephen Gainer, APPROVED the Pay Schedule for Wood County Employees for the fiscal year 2012/2013.

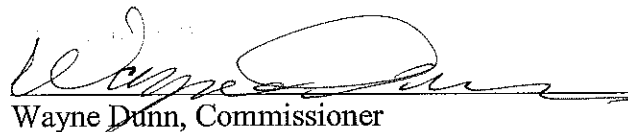
A copy is attached to this Order and shall be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

7/12/12  
70/115

JULY 12, 2012

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

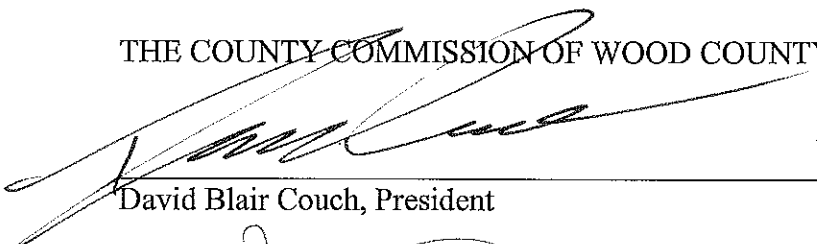
IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE AN  
AGREEMENT BETWEEN WOOD COUNTY PARKS AND  
RECREATION COMMISSION (MOUNTWOOD PARK) PUBLIC  
UTILITY BOARD AND CLAYWOOD PARK PSD.

**ORDER**

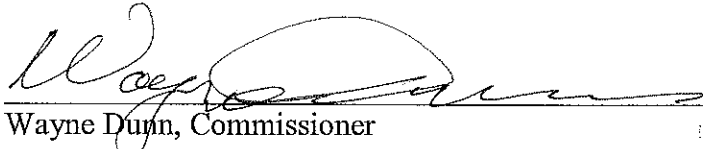
On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Wayne Dunn and made unanimous by Stephen Gainer, did hereby AUTHORIZE a management Agreement for Claywood Park Public Service District to manage the facilities for the Wood County Parks and Recreation Commission (Mountwood Park) Public Utility Board. Said management agreement was approved by both parties and presented to the County Commission of Wood County by Wood County Parks Director Jeremy Cross.

APPROVED:

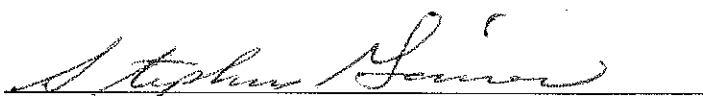
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

M/2032



JULY 12, 2012

7/12/12  
70/115

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A  
CONTRACT FOR GRANT #09-JAG-49.


**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Stephen Gainer, and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a contract for West Virginia Division of Justice and Community Services Grant number 09-JAG-49. Said grant is in the amount of twenty thousand dollars and zero cents (\$20,000.00).

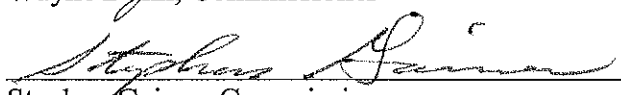
A copy of said Contract is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

  
Wayne Dunn, Commissioner

  
Stephen Gainer, Commissioner

M/2033

7/12/12  
70/115

## **GRANT CONTRACT AGREEMENT**

**BETWEEN**

**DIVISION OF JUSTICE AND COMMUNITY SERVICES**

**AND**

**Wood County Commission**

**09-JAG-49**

This **AGREEMENT**, entered into this **27<sup>th</sup> day of June 2012** by the Director of the Division of Justice and Community Services, hereinafter referred to as "DJCS", and the **Wood County Commission**, hereinafter referred to as "Grantee."

**WHEREAS**, DJCS is the recipient of a Justice Assistance Grant from the United States Department of Justice, and

**WHEREAS**, the Grantee is an eligible applicant who is desirous of receiving funds for: **Funds will provide for one Prevention Resource Officer (PRO) at Williamstown High School.**

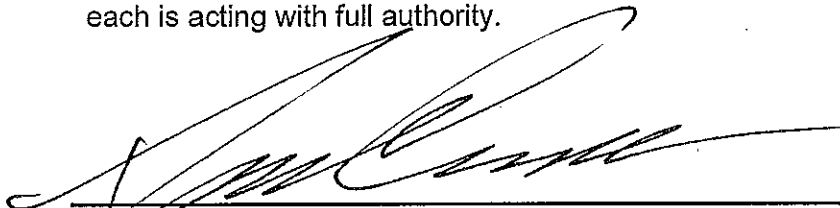
**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2012**, and shall continue those services/activities until **June 30, 2013**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.

5. In consideration of the services rendered by the Grantee, the sum of up to \$20,000.00 all be obligated by DJCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that DJCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds once per month to DJCS. Upon receipt of said request, DJCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to DJCS by the twentieth (20th) day of each month.
8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the DJCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DJCS reasons for taking said action.
11. DJCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.

13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DJCS a final report on forms provided by DJCS. Said reports shall reflect actual costs incurred during the terms of this Agreement.
14. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
  - a. Division of Justice and Community Services  
1204 Kanawha Boulevard, East  
Charleston, West Virginia 25301
  - b. **Grantee Mailing Address:**  
  
**Wood County Commission  
One Court Square, Suite 203  
Parkersburg, West Virginia 26101**
15. The Grantee shall hold and save DJCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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



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David Blair Couch, President  
Wood County Commission

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J. Norbert Federspiel, Director  
Division of Justice and Community Services

## **RESOLUTION**

The Commission of **Wood County** met on 7/12/12 (date) with a quorum present and passed the following resolution.

Be it resolved that the Commission of **Wood County** hereby authorizes **David Blair Couch, President** of the **Wood County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the Justice Assistance Grant program.

Signed: Jame Sup Mon  
County Clerk

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

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

West Virginia Division of Justice & Community Services  
1204 Kanawha Boulevard, East  
Charleston, West Virginia 25301

**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 DJCS, regardless of the original funding source. This grant is on a **"REIMBURSEMENT ONLY"** mechanism.

**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.

**3. RELATIONSHIP:**

The relationship of the grantee to DJCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind DJCS for any obligation or expense without the express prior written approval from DJCS.

**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 DJCS, 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 DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, DJCS may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

**6. WRITTEN APPROVAL OF CHANGES:**

The grantee must obtain prior written approval from DJCS for all project changes (programmatic, fiscal or otherwise).

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**7. 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 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); 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); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt.38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations).

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 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 the West Virginia Division of Justice and Community Services.

**8. PRESS RELEASE:**

Pursuant to the Stevens Amendment, any release of information pertaining to this grant must include the following information:

1. grant amount;
2. State involvement (name of state entity responsible for administering the grant); and,
3. Federal involvement if applicable (name of federal entity responsible for administering the grant).

**9. LOBBYING:**

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in OMB circular A-122, and/or relevant State laws.

**10. ACCESS TO RECORDS:**

DJCS, 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.

**11. 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.

**12. 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.)

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**13. RELEASE OF INFORMATION:**

All records, papers and other documents kept by recipients of grant funds are required to be made available to DJCS. These records and other documents submitted to DJCS 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.

DJCS 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 or juvenile sensitive 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 DJCS, and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult DJCS regarding concerns or questions about the release of potentially sensitive information under state and local laws.

**14. 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.

**15. OBLIGATION OF PROJECT FUNDS:**

Funds may not, without prior written approval from DJCS, 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.

**16. USE OF FUNDS:**

Funds awarded through DJCS may be expended **ONLY** for the purposes and activities specifically covered by the grantee's approved project description and budget. By attaching their signature, the grantee recognizes that **any** deviations from the original grant budget are unallowable.

**17. ALLOWABLE AND UNALLOWABLE COSTS:**

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards.

**18. PEER REVIEW SUB GRANTEE EVALUATION PROCESS:**

The applicant agrees to discharge if necessary - at the request of DJCS - knowledgeable, competent personnel (preferably a Project Director) to participate in a contemplated "peer review" process/advisory council. The purpose of this process would be to assist DJCS in making grant funding recommendations and furthered policy development regarding individual grant programs throughout the State. This would be no more than 2-3 days per annum.



**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**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. MATCHING CONTRIBUTION:**

The grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the West Virginia Division of Justice & Community Services. 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 established by the West Virginia Division of Justice & Community Services for this program. All grantees must maintain records that clearly show the source, the amount and the timing of all matching contributions. Please be reminded that if match is not "required" by the grant program for which you are making application, but committed and indicated on the budget pages of this application, then this special condition shall be affected.

**21. 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 by DJCS as are established for granted funds. 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.

**22. CONSULTANT FEES:**

Approval of this grant does not indicate an approval of consultant rates in excess of \$450 per day. Specific and detailed justification must be submitted to, and approved by DJCS prior to obligation or expenditure of such funds.

**23. SUSPENSION OF FUNDING:**

DJCS 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;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other cause shown.

**24. SANCTIONS FOR NONCOMPLIANCE:**

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, DJCS 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;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**25. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASE:**

The grantee shall submit one copy of all reports and proposed publications resulting from this agreement to DJCS 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 Justice & Community Services (or simply "DJCS"). 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 or the Division of Justice & Community Services."

"This project supported by Grant No. \_\_\_\_\_ awarded by the West Virginia Division of Justice & Community Services and the U.S. Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also included the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position of policies of the United State Department of Justice."

**26. 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 DJCS. 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 DJCS. 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 DJCS. Property must be used for the intended grant purposes, if not being used in accordance with terms of the grant property will revert back to DJCS.

**27. CRIMINAL PENALTIES:**

Whoever embezzles or endeavors to embezzle, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

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

**28. REPORTS:**

Each grantee shall submit such reports as DJCS shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

**29. 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 other agency.

**WEST VIRGINIA  
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SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**30. COLLABORATION W/OTHER FED. 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 DJCS.

**31. INFORMATION SYSTEMS:**

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 DJCS 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 DJCS. 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 (i.e. Cobol, Fortran, C, C++, XML, etc.) 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.

**32. INCIDENT BASED REPORTING COMPLIANCY:**

Grant applicants (cities & county commissions) will not be considered for funding if the applicant is not current with submitting Incident Based Reporting (IBR) Information to the West Virginia State Police (if applicable). Grantees must remain current with submitting IBR information to the West Virginia State Police or grant funding will be withheld until such time as that grantee becomes IBR compliant.

**33. TIME EXTENSIONS:**

In general, time extensions for this program will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated.

**34. 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.

**35. LIMITED ENGLISH PROFICIENCY:**

Grantee must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. For more information on the civil rights responsibilities that grantees have in providing language services to limited English proficiency individuals, please see the website [www.lep.gov](http://www.lep.gov).

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DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

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**36. 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. The following are **minimum** hardware requirements, as well as software requirements, established by DJCS for this grant program, which must be recognized when purchasing computer equipment, in whole or in part, utilizing grant funds:

**Minimum Hardware Requirements:**

- Intel Pentium III 733 MHz Processor; 133MHz front side bus
- 512K L2 Cache
- 128 MB SDRAM 100 MHz expandable to at least 384 MB
- 10 Gig. EIDE Ultra ATA 7200RPM Hard Drive
- 3.5" 1.44 MB Floppy Diskette Drive
- 48X Max Internal CD-ROM drive or 8X DVD-ROM drive
- 3 PCI, 1 16-bit ISA slot, 1 PCI/ISA (shared), 1 AGP slot
- ATI 8 MB AGP 2X Rage Pro Video Card
- 1 Parallel, 2 Serial, 2 USB
- 101/104-Key Keyboard (PS/2)
- PS/2 Port Compatible Mouse

**Recommended Hardware Components:**

- Mid-tower case
- 16-Bit 3D Sound Blaster Compatible w/ 64 voice wavetable and speakers (may be integrated)
- 3Com 10/100 PCI Ethernet Network Card
- APC UPS Backup power protection (adequate size to handle power load)
- Iomega Internal Zip Disk Drive

**Software Requirements:**

Whenever possible, software should operate within open industry standards. For example, Windows 2000 Operating System, Microsoft Office 2000 Professional, etc.

**Warranty Requirements:**

3 Year on-site warranty

**37. 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 particular 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).

**WEST VIRGINIA  
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**STANDARD CONDITIONS AND ASSURANCES**

**38. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:**

- I.) Federal Office of Management and Budget (OMB) Circular A-133 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 in OMB Circular A-133 at the time of award.

As of 10/1/04, the requirements set forth by OMB Circular A-133 are as follows: Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

- II.) OMB Circular A-110 sets forth standards for obtaining consistency and uniformity for the audit of institutions of higher education, hospitals, and other non-profit organizations expending Federal awards. This grant shall adhere to the audit requirements set forth in OMB Circular A-110.

As if 10/1/04, the requirements set forth by OMB Circular A-110 are as follows: Recipients and sub recipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133.

- III.) If an audit must be conducted pursuant to OMB Circular A-133 and A-110, a copy of the audit shall be submitted to DJCS as well as to the Federal clearinghouse.

As of 10/1/04, the Federal clearing house is as follows:

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

**39. PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:**

- I.) Sub grantee assures that it has read, understands, and is in full compliance with all requirements as set forth in §12-4-14., Code of West Virginia, or as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with §12-4-14. Sub grantee further understands that if it is currently debarred or is not in compliance with §12-4-14., it is ineligible to receive funding from the West Virginia Division of Justice Community Services.

**40. CONFIDENTIALITY OF RESEARCH INFORMATION:**

Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with 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).

**41. LEASE AGREEMENTS:**

Grantee agrees to provide DJCS with a description of proposals to use grant funds to enter into lease arrangements with private entities for the purpose of fulfilling the goals and objectives of this project.

**WEST VIRGINIA  
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**STANDARD CONDITIONS AND ASSURANCES**

**42. 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 the West Virginia Division of Justice and Community Services, if it has received a single award of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at: <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

**43. 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. DJCS 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.

**44. 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.

**45. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:**

It is the sense of DJCS that to the greatest extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

**46. PERSONNEL TRAINING:**

For projects involving payment of personnel or overtime pay, DJCS reserves the right to require training as a condition of the grant before or at any time during the project period.

**47. ACCOUNTING REQUIREMENTS:**

Grantee agrees to record all project funds and costs following generally accepted accounting procedures. 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.

**48. OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:**

Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the OJP Financial Guide.

**49. TRANSFER OF FUNDS PROHIBITION:**

The grantee is expressly prohibited from transferring funds between any DJCS programs.

**50. MARKING OF EQUIPMENT:**

Grantee will ensure that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Justice & Community Services."

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**51. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:**

Grantee acknowledges that DJCS 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 DJCS re the allocation of any patent rights that arise from, or are purchased with, this funding.

**52. CENTRAL CONTRACTOR REGISTRATION:**

Grantee agrees to register with the Central Contractor Registration (CCR), [www.ccr.gov](http://www.ccr.gov) and provide documentation to DJCS within 30 days of award notification that they have done so.

**53. 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 DJCS within 30 days of award notification that they have done so.

**54. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:**

Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

This includes, but is not limited to, completing the annual the WV Certification of Non-Secure Facilities and submitting to DJCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

**55. 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.

**WEST VIRGINIA  
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**STANDARD CONDITIONS AND ASSURANCES**

**56. COMPLIANCE WITH FEDERAL PROCEDURES:**

The applicant assures that it will comply with the provisions of 28 Code of Federal Regulation (CFR) applicable to grants and cooperative agreements, including:

- a. Part 11, Applicability of Office of Management and Budget Circulars.
- b. Part 18, Administrative Review Procedures.
- c. Part 20, Criminal Justice Information Systems.
- d. Part 22, Confidentiality of Identifiable Research and Statistical Information.
- e. Part 23, Criminal Intelligence Systems Operating Policies.
- f. Part 30, Intergovernmental Review of Department of Justice Programs and Activities
- g. Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

**57. 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.

- a. National Environmental Policy Act of 1969 (NEPA).
- b. National Historic Preservation Act of 1966.
- c. Flood Disaster Protection Act of 1973.
- d. Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
- e. Control Act Amendments of 1972.
- f. Safe Drinking Water Act.
- g. Endangered Species Act of 1973.
- h. Wild and Scenic Rivers Act.
- i. Fish and Wildlife Coordination Act.
- j. Historical and Archaeological Data Preservation.
- k. Coastal Zone Management Act of 1979.
- l. Animal Welfare Act of 1970.
- m. Impoundment Control Act of 1974.
- n. Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
- o. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
- p. Death in Custody Act of 2000.

**58. 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.



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

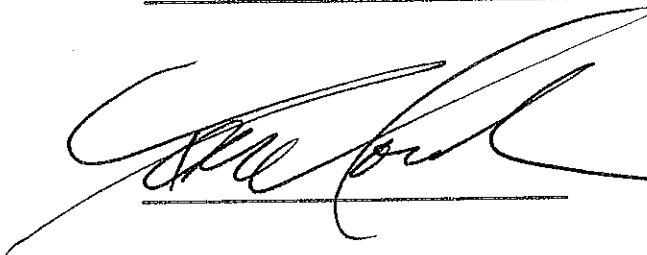
Authorized Official:

David Blair Couch

Title:

President

Signature:

A handwritten signature in black ink, appearing to read 'David Blair Couch', written over a horizontal line.

Date:

7/12/12

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**JUSTICE ASSISTANCE GRANT (JAG)  
SPECIAL CONDITIONS AND ASSURANCES**

**59** **LAW ENFORCEMENT INFORMATION SHARING SYSTEMS:**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**60** **LAW ENFORCEMENT TASK FORCE TRAINING:**

The grantee agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete the required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**61** **PRO PROGRAM CONDITIONS:**

PRO projects are required to send each PRO to the DJCS training conference and be certified as a PRO before entering the school. This training and requirement is on an annual basis. In addition to the annual training conference, all PRO's must complete or have completed required Conflict Resolution training within 12 months of their initial PRO certification. DJCS requires grantees to assign one, full-time PRO officer per school. The PRO must maintain an office in the assigned school and be present in that school at least 35 hours per week.

Prior to the officer entering the school, grantee must submit to DJCS an Agreement between Law Enforcement and the County Board of Education.

**I certify that I have read the entire Standard and Special conditions and assurances of this grant program and agree to comply with these requirements.**

  
**(Original) Authorized Official Signature**



U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

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

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

### **1. LOBBYING**

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

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,

(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, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

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

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

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

#### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

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:

**Wood County Commission, One Court Square, Parkersburg, WV 26101**

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

**09-JAG-49 - JAG PRO Officer**

**556 000 417**

4. Typed Name and Title of Authorized Representative

**David Blair Couch, President, Wood County Commission**

5. Signature

6. Date

**7/12/12**

## CERTIFICATION FORM

Recipient Name and Address: Wood County Commission, One Court Square, Parkersburg, WV 26101

Grant Title: JAG - PRO Officer Grant Number: 09-JAG-49 Award Amount: \$20,000

Contact Person Name and Title: Toni Tiano, Consultant Phone Number: ( 304 ) 428-7760

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement.** Please check all the boxes that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

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

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, David Blair Couch [responsible official], certify that the Wood County Commission [recipient], which has 50 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 §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Wood County Commission [organization], at One Court Square, Parkersburg, WV 26101 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

David Blair Couch, President

Print or type Name and Title

Signature

Date

7/12/12

7/12/12  
78/114

JULY 12, 2012

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE A REQUEST FOR REIMBURSEMENT FOR WEST VIRGINIA HOMELAND SECURITY GRANT 10-SHS-14 IN THE AMOUNT OF \$1,331.75.

**ORDER**

On this date, the County Commission of Wood County upon a motion made by Wayne Dunn, seconded by Stephen Gainer and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE, the Request for Reimbursement and applicable forms for the 2011/2012 West Virginia Homeland Security Grant Number 10-SHS-14. Said Request for Reimbursement is in the amount of one thousand three hundred thirty-one dollars and seventy-five cents (\$1,331.75) for the month of June, 2012. Along with the Request for Reimbursement Form; a Financial Recap Page; Project Financial Report; the Sub-Grantee Progress Report; the Mid-Ohio Valley Health Department Reports; and the Monthly Project Director's Report are being submitted.

A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.

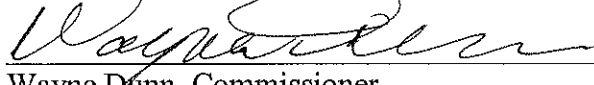
The aforementioned Grant Application and pertinent documentation pertaining to the aforementioned Grant Application is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

M/2034

7/12/12  
7/11/12

<p><b>WEST VIRGINIA</b> <b>Department of Military Affairs &amp; Public Safety</b> <b>Homeland Security State Administrative Agency (SAA)</b> <b>COPY</b> <b>Homeland Security Program</b></p>	<p><b>REQUEST FOR REIMBURSEMENT</b></p>
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<p><b>APPROVAL (SAA ONLY)</b> I have reviewed the attached documentation and believe this expenditure falls within grant guidelines and that sufficient funds exist to process and pay.  Homeland Security Grant Manager _____  I have reviewed the attached documentation and to the best of my knowledge and belief this expenditure falls within West Virginia's HS Strategy, Goals and Objectives and/or grant guidelines.  Director, Homeland Security SAA SAA Point of Contact _____  Based on the approval by the Homeland Security Grant Manager and Homeland Security Point of Contract, I authorize this request for reimbursement to be processed and paid.  State Homeland Security Advisor _____</p>	<p><b>Sub-grantee: Wood County Commission</b> <b>Address: One Court Square Suite 203</b> <b>Parkersburg, WV 26101</b></p> <p><b>Sub grant Number: 10-SHS-14</b></p> <p><b>FEIN: 55-6000-417</b></p> <p>Funds are hereby requested to cover expenditures <b>FROM: June 1, 2012      TO: June 30, 2012</b></p> <p><b>Requested Amount:</b></p>
---	--

**PROJECT CASH EXPENDITURES**

Account #	Amount
PO10640	\$68.75
PO10641/332674	\$1263.00
<b>TOTAL: \$1,331.75</b>	

**CERTIFICATION:**  
I certify that this report presents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in complete accordance with the approved budget for this sub-grant.

**BY:** David Blair Couch, President [Signature] 7/12/12  
TYPED NAME & TITLE SIGNATURE DATE  
Authorized Official or Grant Financial Officer ONLY

**SAA USE ONLY**

<p><b>Grant Accountant/Auditor APPROVAL:</b></p> <p>This request is approved in the amount of: _____</p> <p>Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.</p> <p>_____ <b>Grant Accountant/Auditor Signature</b></p> <p>_____ <b>Date</b></p>	
--	--

JULY 12, 2012

7/12/12  
70/115

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE GRANT  
AWARD DOCUMENTS FOR COMMUNITY CORRECTIONS  
GRANT #13-CC-09.

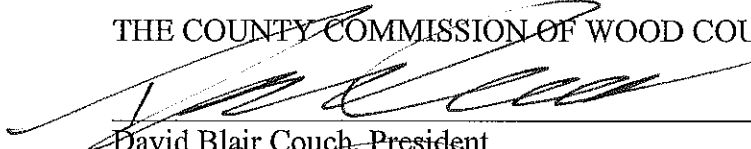
**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by Stephen Gainer, and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE Award Document for Community Corrections Grant #13-CC-09. Said grant is in the amount of four hundred fifty-three thousand nine hundred fifty-five dollars and zero cents (\$453,955.00).

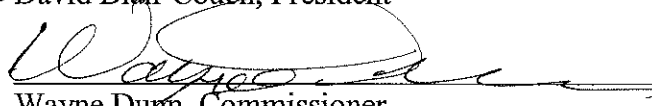
Copies of said Documents are attached to this Order and should be made a part thereof.

APPROVED:

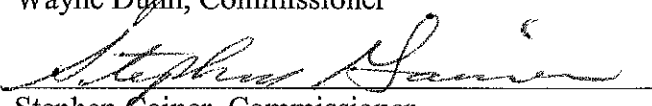
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Wayne Dunn, Commissioner



Stephen Gainer, Commissioner

M/2035



# Office of the County Commission of Wood County, West Virginia

Commissioners  
David Blair Couch  
Wayne Dunn  
Steve Gainer



No. 1 Court Square  
Suite 203  
Parkersburg, WV 26101  
Phone 304-424-1984

7/12/12  
70/115

July 12, 2012

Mr. Tim Hanna  
WV Division of Justice and  
Community Services  
1204 Kanawha Boulevard East  
Charleston, WV 25301

Dear Mr. Hanna:

RE: 13-CC-09

Please find enclosed the signed award documents from the Wood County Commission with regards to the above referenced grant. Also included are the revised grant budget pages. If you have any questions on this or desire any additional information, please feel free to contact Toni Tiano, grant consultant, at 304-428-7760 or 304-424-1972. Thank you for your assistance with this matter.

Sincerely,

David Blair Couch  
President

Marty Seuffer, County Administrator • Ph. 304-424-1976 • Fax 304-424-0194

Assessor  
Rich Shaffer

Circuit Clerk  
Carole Jones

County Clerk  
Jamie Six

Prosecuting Attorney  
Jason Wharton

Sheriff  
Jeff Sandy

**GRANT CONTRACT AGREEMENT**  
**BETWEEN THE**  
**DIVISION OF JUSTICE AND COMMUNITY SERVICES**  
**AND**  
**Wood County Commission**  
**13-CC-09**

This **AGREEMENT**, entered into this **27<sup>th</sup> day of June, 2012** by the Director of the Division of Justice and Community Services, hereinafter referred to as "DJCS", for and on behalf of the State of West Virginia, and **Wood County Commission**, hereinafter referred to as "Grantee."

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

**WHEREAS**, the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be utilized for the continued operation of a community corrections program in Wood, Jackson, Roane, and Wirt Counties.**

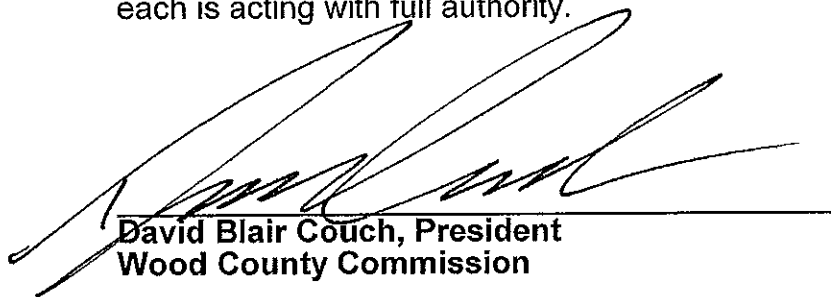
**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.

4. The Grantee will commence its duties under the Agreement on July 1, 2012 and shall continue those services/activities until June 30, 2013. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$453,955.00** shall be obligated by DJCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that DJCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds no more frequently than once a month to DJCS. Upon receipt of said request, DJCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to DJCS by the twentieth (20th) day of each month.
8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the DJCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DJCS reasons for taking said action.
11. DJCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation here-under or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DJCS a final report on forms provided by DJCS. Said reports shall reflect actual costs incurred during the terms of this Agreement.
14. The parties agree that "notice" described in this document may be by personal service, or by certified mail, return receipt requested, and evidence of such certified mail shall be postage prepaid, return receipt requested. Notice shall be given at the following addresses:
  - a. Division of Justice and Community Services  
1204 Kanawha Boulevard East  
Charleston, West Virginia 25301
  - b. **Grantee Mailing Address:**  
**Wood County Commission**  
**One Court Square Suite 203**  
**Parkersburg, West Virginia 26101**
15. The Grantee shall hold and save DJCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

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



David Blair Couch, President  
Wood County Commission

J. Norbert Federspiel, Director  
Division of Justice and Community Services

## **RESOLUTION**

The **Commission** of **Wood County** met on 7/12/12 (date) with a quorum present and passed the following resolution.

Be it resolved that the County Commission hereby authorizes **The Honorable David Blair Couch, President** of the **Wood County Commission**, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the Community Corrections Fund.

Signed: Jaimie Seymour  
County Clerk



U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

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

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

### **1. LOBBYING**

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

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,

(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, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

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:

Wood County Commission, One Court Square, Suite 203, Parkersburg, WV 26101

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

13-CC-09 Community Corrections

556 000 417

4. Typed Name and Title of Authorized Representative

David Blair Couch, President, Wood County Commission

5. Signature

6. Date

7/12/12

## CERTIFICATION FORM

Recipient Name and Address: Wood County Commission, One Court Square, Parkersburg, WV 26101

Grant Title: Community Corrections Grant Number: 13-CC-09 Award Amount: \$453,955

Contact Person Name and Title: Toni Tiano, Consultant Phone Number: ( 304 ) 428-7760

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement.** *Please check all the boxes that apply.*

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

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

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, David Blair Couch [responsible official], certify that the Wood County Commission [recipient], which has 50 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 §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Wood County Administrator [organization], at One Court Square, Parkersburg, WV 26101 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

David Blair Couch, President  
Print or type Name and Title

Signature

7/12/12  
Date



**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

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

West Virginia Division of Justice & Community Services  
1204 Kanawha Boulevard, East  
Charleston, West Virginia 25301

**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 DJCS, regardless of the original funding source. This grant is on a **"REIMBURSEMENT ONLY"** mechanism.

**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.

**3 RELATIONSHIP:**

The relationship of the grantee to DJCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind DJCS for any obligation or expense without the express prior written approval from DJCS.

**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 DJCS, 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 DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, DJCS may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

**6 WRITTEN APPROVAL OF CHANGES:**

The grantee must obtain prior written approval from DJCS for all project changes (programmatic, fiscal or otherwise).

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**7**

**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 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); 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); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt.38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations).

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 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 the West Virginia Division of Justice and Community Services.

**8**

**PRESS RELEASE:**

Pursuant to the Stevens Amendment, any release of information pertaining to this grant must include the following information:

1. grant amount;
2. State involvement (name of state entity responsible for administering the grant); and,
3. Federal involvement if applicable (name of federal entity responsible for administering the grant).

**9**

**LOBBYING:**

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in OMB circular A-122, and/or relevant State laws.

**10**

**ACCESS TO RECORDS:**

DJCS, 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.

**11**

**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.

**12**

**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.)

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**13. RELEASE OF INFORMATION:**

All records, papers and other documents kept by recipients of grant funds are required to be made available to DJCS. These records and other documents submitted to DJCS 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.

DJCS 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 or juvenile sensitive 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 DJCS, and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult DJCS regarding concerns or questions about the release of potentially sensitive information under state and local laws.

**14. 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.

**15. OBLIGATION OF PROJECT FUNDS:**

Funds may not, without prior written approval from DJCS, 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.

**16. USE OF FUNDS:**

Funds awarded through DJCS may be expended **ONLY** for the purposes and activities specifically covered by the grantee's approved project description and budget. By attaching their signature, the grantee recognizes that **any** deviations from the original grant budget are unallowable.

**17. ALLOWABLE AND UNALLOWABLE COSTS:**

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards.

**18. PEER REVIEW SUB GRANTEE EVALUATION PROCESS:**

The applicant agrees to discharge if necessary - at the request of DJCS - knowledgeable, competent personnel (preferably a Project Director) to participate in a contemplated "peer review" process/advisory council. The purpose of this process would be to assist DJCS in making grant funding recommendations and furthered policy development regarding individual grant programs throughout the State. This would be no more than 2-3 days per annum.

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**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 MATCHING CONTRIBUTION:**

The grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the West Virginia Division of Justice & Community Services. 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 established by the West Virginia Division of Justice & Community Services for this program. All grantees must maintain records that clearly show the source, the amount and the timing of all matching contributions. Please be reminded that if match is not "required" by the grant program for which you are making application, but committed and indicated on the budget pages of this application, then this special condition shall be affected.

**21 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 by DJCS as are established for granted funds. 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.

**22 CONSULTANT FEES:**

Approval of this grant does not indicate an approval of consultant rates in excess of \$450 per day. Specific and detailed justification must be submitted to, and approved by DJCS prior to obligation or expenditure of such funds.

**23 SUSPENSION OF FUNDING:**

DJCS 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;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other cause shown.

**24 SANCTIONS FOR NONCOMPLIANCE:**

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, DJCS 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;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.

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**25 SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASE:**

The grantee shall submit one copy of all reports and proposed publications resulting from this agreement to DJCS 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 Justice & Community Services (or simply "DJCS"). 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 or the Division of Justice & Community Services."

"This project supported by Grant No. \_\_\_\_\_ awarded by the West Virginia Division of Justice & Community Services and the U.S. Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also included the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United State Department of Justice."

**26 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 DJCS. 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 DJCS. 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 DJCS. Property must be used for the intended grant purposes, if not being used in accordance with terms of the grant property will revert back to DJCS.

**27 CRIMINAL PENALTIES:**

Whoever embezzles or endeavors to embezzle, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

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

**28 REPORTS:**

Each grantee shall submit such reports as DJCS shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

**29 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 other agency.

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**30. COLLABORATION W/OTHER FED. 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 DJCS.

**31. INFORMATION SYSTEMS:**

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 DJCS 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 DJCS. 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 (i.e. Cobol, Fortran, C, C++, XML, etc.) 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.

**32. INCIDENT BASED REPORTING COMPLIANCY:**

Grant applicants (cities & county commissions) will not be considered for funding if the applicant is not current with submitting Incident Based Reporting (IBR) information to the West Virginia State Police (if applicable). Grantees must remain current with submitting IBR information to the West Virginia State Police or grant funding will be withheld until such time as that grantee becomes IBR compliant.

**33. TIME EXTENSIONS:**

In general, time extensions for this program will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated.

**34. 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.

**35. LIMITED ENGLISH PROFICIENCY:**

Grantee must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. For more information on the civil rights responsibilities that grantees have in providing language services to limited English proficiency individuals, please see the website [www.lep.gov](http://www.lep.gov).

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**36 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. The following are **minimum** hardware requirements, as well as software requirements, established by DJCS for this grant program, which must be recognized when purchasing computer equipment, in whole or in part, utilizing grant funds:

**Minimum Hardware Requirements:**

- Intel Pentium III 733 MHz Processor; 133MHz front side bus
- 512K L2 Cache
- 128 MB SDRAM 100 MHz expandable to at least 384 MB
- 10 Gig. EIDE Ultra ATA 7200RPM Hard Drive
- 3.5" 1.44 MB Floppy Diskette Drive
- 48X Max Internal CD-ROM drive or 8X DVD-ROM drive
- 3 PCI, 1 16-bit ISA slot, 1 PCI/ISA (shared), 1 AGP slot
- ATI 8 MB AGP 2X Rage Pro Video Card
- 1 Parallel, 2 Serial, 2 USB
- 101/104-Key Keyboard (PS/2)
- PS/2 Port Compatible Mouse

**Recommended Hardware Components:**

- Mid-tower case
- 16-Bit 3D Sound Blaster Compatible w/ 64 voice wavetable and speakers (**may** be integrated)
- 3Com 10/100 PCI Ethernet Network Card
- APC UPS Backup power protection (adequate size to handle power load)
- Iomega Internal Zip Disk Drive

**Software Requirements:**

Whenever possible, software should operate within open industry standards. For example, Windows 2000 Operating System, Microsoft Office 2000 Professional, etc.

**Warranty Requirements:**

3 Year on-site warranty

**37 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 particular 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).



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**38. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:**

- I.) Federal Office of Management and Budget (OMB) Circular A-133 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 in OMB Circular A-133 at the time of award.

As of 10/1/04, the requirements set forth by OMB Circular A-133 are as follows: Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

- II.) OMB Circular A-110 sets forth standards for obtaining consistency and uniformity for the audit of institutions of higher education, hospitals, and other non-profit organizations expending Federal awards. This grant shall adhere to the audit requirements set forth in OMB Circular A-110.

As if 10/1/04, the requirements set forth by OMB Circular A-110 are as follows: Recipients and sub recipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133.

- III.) If an audit must be conducted pursuant to OMB Circular A-133 and A-110, a copy of the audit shall be submitted to DJCS as well as to the Federal clearinghouse.

As of 10/1/04, the Federal clearing house is as follows:

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

**39. PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:**

- I.) Sub grantee assures that it has read, understands, and is in full compliance with all requirements as set forth in §12-4-14., Code of West Virginia, or as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with §12-4-14. Sub grantee further understands that if it is currently debarred or is not in compliance with §12-4-14., it is ineligible to receive funding from the West Virginia Division of Justice Community Services.

**40. CONFIDENTIALITY OF RESEARCH INFORMATION:**

Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with 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).

**41. LEASE AGREEMENTS:**

Grantee agrees to provide DJCS with a description of proposals to use grant funds to enter into lease arrangements with private entities for the purpose of fulfilling the goals and objectives of this project.



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**42. 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 the West Virginia Division of Justice and Community Services, if it has received a single award of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at: <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

**43. 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. DJCS 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.

**44. 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.

**45. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:**

It is the sense of DJCS that to the greatest extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

**46. PERSONNEL TRAINING:**

For projects involving payment of personnel or overtime pay, DJCS reserves the right to require training as a condition of the grant before or at any time during the project period.

**47. ACCOUNTING REQUIREMENTS:**

Grantee agrees to record all project funds and costs following generally accepted accounting procedures. 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.

**48. OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:**

Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the OJP Financial Guide.

**49. TRANSFER OF FUNDS PROHIBITION:**

The grantee is expressly prohibited from transferring funds between any DJCS programs.

**50. MARKING OF EQUIPMENT:**

Grantee will ensure that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Justice & Community Services."

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**STANDARD CONDITIONS AND ASSURANCES**

**51 PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:**

Grantee acknowledges that DJCS 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 DJCS re the allocation of any patent rights that arise from, or are purchased with, this funding.

**52 CENTRAL CONTRACTOR REGISTRATION:**

Grantee agrees to register with the Central Contractor Registration (CCR), [www.ccr.gov](http://www.ccr.gov) and provide documentation to DJCS within 30 days of award notification that they have done so.

**53 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 DJCS within 30 days of award notification that they have done so.

**54 JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:**

Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

This includes, but is not limited to, completing the annual the WV Certification of Non-Secure Facilities and submitting to DJCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

**55 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.

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**STANDARD CONDITIONS AND ASSURANCES**

**56 COMPLIANCE WITH FEDERAL PROCEDURES:**

The applicant assures that it will comply with the provisions of 28 Code of Federal Regulation (CFR) applicable to grants and cooperative agreements, including:

- a. Part 11, Applicability of Office of Management and Budget Circulars.
- b. Part 18, Administrative Review Procedures.
- c. Part 20, Criminal Justice Information Systems.
- d. Part 22, Confidentiality of Identifiable Research and Statistical Information.
- e. Part 23, Criminal Intelligence Systems Operating Policies.
- f. Part 30, Intergovernmental Review of Department of Justice Programs and Activities
- g. Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

**57 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.

- a. National Environmental Policy Act of 1969 (NEPA).
- b. National Historic Preservation Act of 1966.
- c. Flood Disaster Protection Act of 1973.
- d. Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
- e. Control Act Amendments of 1972.
- f. Safe Drinking Water Act.
- g. Endangered Species Act of 1973.
- h. Wild and Scenic Rivers Act.
- i. Fish and Wildlife Coordination Act.
- j. Historical and Archaeological Data Preservation.
- k. Coastal Zone Management Act of 1979.
- l. Animal Welfare Act of 1970.
- m. Impoundment Control Act of 1974.
- n. Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
- o. Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
- p. Death In Custody Act of 2000.

**58 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.

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**West Virginia Community Corrections Grant  
Program**

**SPECIAL CONDITIONS AND ASSURANCES**

**59 Public Availability of information:**

The sub grantee agrees to comply with the terms and condition of pertinent federal and state freedom of information acts, and to require its contractors to comply with these requirements

**60 CONSULTANTS / CONTRACTS:**

No contract or agreement may be entered into by the sub grantee for the execution of project activities or provision of service that is not incorporated in the approved grant, and without prior written approval of DJCS. Grant approval by DJCS does not constitute consultant/contract approval.

**61 REPORTING OF IRREGULARITIES:**

Sub grantees are responsible for reporting promptly to DJCS the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action.

**62 VEHICLE PROCUREMENT:**

Applicants purchasing vehicles with West Virginia Community Corrections funds are required to adhere to the established bidding procedures for their respective units of government. To ensure reputable vendors are obtained, applicants may consider utilizing the current applicable state contract.

**63 COMMUNICATION EQUIPMENT:**

All portable communication equipment purchased utilizing West Virginia Community Corrections funds must be compatible with programmable hand-held units, available through purchase via state contract.

**64 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.

**65 COMMUNITY CORRECTIONS DATABASE:**

The applicant shall agree to utilize the Division of Justice and Community Services database to input all relevant information, maintain required documentation, and develop special reports to be used by the individual program as well as by the Division of Justice and Community Services.

**66 LEVEL OF SERVICE/CASE MANAGEMENT INVENTORY**

The LS/CMI assessment instrument is required by the WV Community Corrections Subcommittee for use by all community corrections programs funded by the West Virginia Community Corrections grant program funds.

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**West Virginia Community Corrections Grant  
Program**

**SPECIAL CONDITIONS AND ASSURANCES**

**67/ 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 DJCS 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.

**68/ STATEWIDE LS/CMI POLICIES:**

Each Day Report Center (DRC) will utilize the online LS/CMI system account currently under state contract and maintained by the Office of Research and Strategic Planning (ORSP). Each DRC will adhere to the Statewide LS/CMI User and Trainer Certification Policy, Statewide LS/CMI Data Security Policy, Statewide Minimum Quality Assurance Standards for LS/CMI Administration and Application Policy and is required to promulgate an individual policy outlining the DRC's implementation of the latter. This individual policy must establish protocols for meeting minimum requirements established by the Statewide Minimum Quality Assurance Standards for LS/CMI Administration and Application Policy and is subject to the approval of the ORSP. This policy must be submitted to the ORSP for review and approval by September 30<sup>th</sup> 2012. Implementation shall commence upon ORSP approval with required reporting to begin no later than December 31<sup>st</sup>, 2012.

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

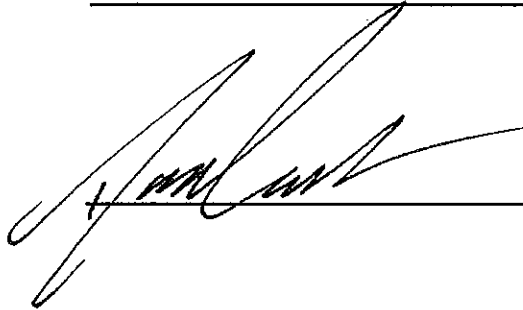
**Authorized Official:**

David Blair Couch

**Title:**

President

**Signature:**

A handwritten signature in black ink, appearing to read 'David Blair Couch', is written over a horizontal line.

**Date:**

7/12/12

**WEST VIRGINIA  
DIVISION OF JUSTICE AND  
COMMUNITY SERVICES**

**Day Report Center Grant Program**

**BUDGET SUMMARY**

**PAGE – 4**

**Applicant:**

Wood County Commission

**Federal Employer Identification Number (FEIN):**

556 000 417

Category	Grant Funds (A) *	Matching Funds (B) **	Total Funds (A + B)
Personnel/Contractual	\$453,955.00	\$248,819.00	\$702,774.00
Travel/Training	-0-	\$5,814.00	\$5,814.00
Space	-0-	\$37,200.00	\$37,200.00
Other	-0-	\$138,547.00	\$138,547.00
Total Budget	\$453,955.00	\$430,380.00	\$884,335.00

**FUNDING STRATEGY**

Funding Source(s)	Amount	Status
Grant Funds:	\$453,955.00	C
Matching Funds: Wood, Jackson and Roane Counties	\$120,000.00	C
Other Funding (If Applicable): Revenue Collections	\$310,380.00	C
Other Funding (If Applicable):		
Total:	\$884,335.00	

\* Total of column A shall be placed in the space on page 1 – item number 5, for Grant Funds Requested.

\*\* Total of column B shall be placed in the space on page 1 – item number 5, for Project Matching Funds.

*All funds must be rounded to the nearest whole dollar amount.*

**WEST VIRGINIA  
DIVISION OF JUSTICE AND  
COMMUNITY SERVICES**

**Day Report Center Grant Program**

**BUDGET NARRATIVE**

**PAGE – 5**

Provide here a justification and explanation of the budget items shown on pages 3 and 4 of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved (e.g., Personnel/Contractual). Please differentiate between project grant and matching funds (if applicable).

**Applications submitted which do not provide a sufficient narrative may be subject to exclusion. Use additional blank pages as necessary.**

**GRANT FUNDS - \$453,955.00**

**Personnel/Contractual – GRANT FUNDS**

A total of \$453,955 is being requested in grant funds in the personnel/contractual category for employees who are full-time Wood County employees (salary, benefits, and insurance) and those who are contractual employees.

**The full-time positions are:**

Day Report Center Director	\$61,095
Clinical Director	\$43,798
Case Manager # 1	\$28,129
Case Manager # 2	\$33,925
Case Manager # 3	\$30,000
Case manager #4	\$32,312
Administrative Assistant	\$23,172
Site Coordinator – Jackson County	\$30,353
Case Manager – Jackson County	\$26,000
<b>TOTAL FULL-TIME EMPLOYEES SALARY</b>	<b>\$308,784</b>

**Benefits for the full-time employees are as follows:**

Retirement - \$308,784 x .14	\$43,230
Social Security - \$308,784 x .0765	\$23,622
Workers Comp. - \$308,784 x .0212	\$ 6,546
<b>Total Full-Time Employee Benefits</b>	<b>\$73,398</b>

**Insurance for full-time employees is as follows:**

\$476.22 x 12 mos. x 7 employees	\$40,003
\$972.66 x 12 mos. x 2 employees	\$23,345
<b>Total Insurance</b>	<b>\$63,348</b>



**Contractual Employee:**

Salary - \$25.00 x 307 hours	\$7,675
Social Security - \$7,675 x .0765	\$ 587
Workers Comp. - \$7,675 x .0212	\$ 163

Total Contractual	\$8,425
-------------------	---------

<b>TOTAL GRANT FUNDS REQUESTED</b>	<b>\$453,955</b>
------------------------------------	------------------

**MATCH FUNDS = \$430,380.00**

**Personnel/Contractual – MATCH FUNDS**

The following is a listing of the full-time employees and contractual employees of the Day Report Center which will be used as part of the match requirement.

**The full-time positions are:**

Lab Technician	\$35,412
Support Staff	\$20,073
Support Staff	\$20,073
Support Staff – Jackson County	\$14,326
Support Staff – Jackson County	\$14,326

<b>TOTAL FULL-TIME EMPLOYEES SALARY</b>	<b>\$104,210</b>
---	------------------

**Benefits for the full-time employees are as follows:**

Retirement - \$104,210 x .14	\$14,589
Social Security - \$104,210 x .0765	\$ 7,972
Workers Comp. - \$104,210 x .0212	\$ 2,209

<b>Total Full-Time Employee Benefits</b>	<b>\$24,770</b>
--	-----------------

**Insurance for full-time employees is as follows:**

\$476.22 x 12 mos. x 3 employees	\$17,144
----------------------------------	----------

<b>Total Insurance</b>	<b>\$17,144</b>
------------------------	-----------------

**CONTRACTUAL EMPLOYEES:**

Lab Technician	\$8,192
Lab Director	\$1,080
Security	\$3,120
Counselor	\$15,706
Medical Review Officer	\$2,400
Overtime Costs	\$2,710
Counselor – Roane County	\$14,040
Counselor/Case Manager – Roane County	\$27,144
Support Staff - Roane County	\$14,326

<b>Total Contractual Salary</b>	<b>\$88,718</b>
---------------------------------	-----------------

**Benefits for the contractual employees are as follows:**

Retirement - \$41,470 x .14	\$5,807
Social Security - \$83,608 x .0765	\$6,397
Workers Comp. - \$83,608 x .0212	\$1,773

<b>Total Contractual Employee Benefits</b>	<b>\$13,977</b>
--	-----------------

<b>TOTAL PERSONNEL/CONTRACTUAL MATCH</b>	<b>\$248,819</b>
--	------------------

**Travel/Training MATCH Funds**

Misc. Travel/Training Expenses – WV State Travel Regulations will be followed	\$5,000
---	---------

Vehicle Gasoline - \$67.82/mo. x 12 mos.	\$ 814
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<b>TOTAL TRAVEL/TRAINING MATCH</b>	<b>\$5,814</b>
------------------------------------	----------------

**Space MATCH Funds**

Wood County Rent - \$1,500/mo. x 12 mos.	\$18,000
Jackson County Rent - \$1,100/mo. x 12 mos.	\$13,200
Roane County Rent - \$500/mo. x 12 mos.	\$ 6,000

<b>TOTAL SPACE MATCH</b>	<b>\$37,200</b>
--------------------------	-----------------

**Other MATCH Funds**

Wood County Copier - \$221.52 x 12 mos.	\$2,658
Jackson County Copier - \$221.52 x 12 mos.	\$2,658
Roane County Copier - \$221.52 x 12 mos.	\$2,658
Wood County Electric - \$1,000 x 12 mos.	\$12,000
Roane County Electric - \$69.40 x 12 mos.	\$1,185
Wood County Gas - \$103.95 x 12 mos.	\$1,247
Roane County Gas - \$26.50 x 12 mos.	\$318
Wood County Water - \$131.59 x 12 mos.	\$1,579
Roane County Water - \$26.55 x 12 mos.	\$319
Wood County Phone/Internet - \$490 x 12 mos.	\$5,880
Jackson County Phone/Internet - \$327.39	\$3,930
Roane County Phone/Internet - \$211.50 x 12 mos.	\$2,538
Cell Phone Service - \$346.56 x 12 mos.	\$4,158
Wood County Water Cooler - \$56.91 x 12 mos.	\$683
Jackson County Water Cooler - \$18.97 x 12mos.	\$228
Roane County Water Cooler - \$25.65 x 12 mos.	\$308
Wood County Incidentals - \$350/mo. x 12 mos.	\$4,200
Jackson County Incidentals - \$250/mo. x 12 mos.	\$3,000
Roane County Incidentals - \$250/mo. x 12 mos.	\$3,000
Reagents – Lab Expenses	\$75,000
Equipment and Supplies – Lab Expenses	\$5,000

Confirmation Expenses – Lab Expenses

\$6,000

**TOTAL OTHER MATCH**

**\$138,547**

**TOTAL CASH MATCH**

**\$430,380**

**WEST VIRGINIA  
DIVISION OF JUSTICE AND  
COMMUNITY SERVICES**

**Day Report Center Grant Program**

**ITEMIZATION OF FUNDS BY CATEGORY**

**PAGE 3 – 1**

Budget Category	Matching Funds	Grant Funds	Approved (DJCS Use Only)
<b><u>Personnel/Contractual:</u></b>			
Day Report Center Director – Jeff Williams		\$61,095	
Salary - \$61,095			
Retirement - \$61,095 x .14		8,553	
Social Security - \$61,095 x .0765		4,674	
Workers Comp - \$61,095 x .0212		1,295	
Health Insurance - \$476.22 x 12 mos.		5,714	
Clinical Director – Hernando Escandon			
Salary - \$43,798		\$43,798	
Retirement - \$43,798 x .14		6,132	
Social Security - \$43,798 x .0765		3,351	
Workers Comp. - \$43,798 x .0212		929	
Health Insurance - \$476.22 x 12 mos.		5,714	
Case Manager – Rosalie Parsons			
Salary - \$28,129		\$28,129	
Retirement - \$28,129 x .14		3,938	
Social Security - \$28,129 x .0765		2,152	
Workers Comp - \$28,129 x .0212		596	
Health Insurance - \$476.22 x 12 mos.		5,714	
Case Manager – Amy Church			
Salary - \$33,925		\$33,925	
Retirement - \$33,925 x .14		4,749	
Social Security - \$33,925 x .0765		2,582	
Workers Comp. - \$33,925 x .0212		719	
Health Insurance - \$476.22 x 12 mos.		5,714	
Case Manager – Amy Boyd			
Salary - \$30,000		\$30,000	
Retirement - \$30,000 x .14		4,200	
Social Security - \$30,000 x .0765		2,295	
Workers Comp - \$30,000 x .0212		636	
Health Insurance - \$972.66 x 12 mos.		11,672	
Case Manager – Debbie Murphy			
Salary - \$32,312		\$32,312	
Retirement - \$32,312 x .14		4,524	
Social Security - \$32,312 x .0765		2,472	
Workers Comp - \$32,312 x .0212		685	
Health Insurance - \$972.66 x 12 mos.		11,672	
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓

\* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.\*

**WEST VIRGINIA  
DIVISION OF JUSTICE AND  
COMMUNITY SERVICES**

**Day Report Center Grant Program**

**ITEMIZATION OF FUNDS BY CATEGORY**

**PAGE 3 – 2**

Budget Category	Matching Funds	Grant Funds	Approved (DJCS Use Only)
<u>Administrative Assistant – Patsy Brookover</u> Salary - \$23,172 Retirement - \$23,172 x .14 Social Security - \$23,172 x .0765 Workers Comp - \$23,172 x .0212 Health Insurance - \$476.22 x 12 mos.  Counselor – Leona Ruth - Contractual Salary – 307 hours x \$25.00/hour Social Security - \$7,675 x .0765 Workers Comp - \$7,675 x .0212  Jackson County Site Coordinator – Jeanette Easthom Salary - \$30,353 Retirement - \$30,353 x .14 Social Security - \$30,353 x .0765 Workers Comp - \$30,353 x .0212 Health Insurance - \$476.22 x 12 mos.  Jackson County Case Manager – Robin Hart Salary - \$26,000 Retirement - \$26,000 x .14 Social Security - \$26,000 x .0765 Workers Comp - \$26,000 x .0212 Health Insurance - \$476.22 x 12 mos.		23,172 3,244 1,773 491 5,714  7,675 587 163  \$30,353 4,249 2,322 643 5,714  26,000 3,640 1,989 551 5,714	
<b><u>MATCH</u></b> Lab Technician – Jana Singer Salary - \$35,412 Retirement - \$35,412 x .14 Social Security - \$35,412 x .0765 Workers Comp - \$35,412 x .0212 Health Insurance - \$476.22 x 12 mos.  Support Staff – Amy Barton Salary - \$20,073 Retirement - \$20,073 x .14 Social Security - \$20,073 x .0765 Workers Comp - \$20,073 x .0212 Health Insurance - \$476.22 x 12 mos.	35,412 4,958 2,709 751 5,714  20,073 2,810 1,536 426 5,714		
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓

\* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.\*

**WEST VIRGINIA  
DIVISION OF JUSTICE AND  
COMMUNITY SERVICES**

**Day Report Center Grant Program**

**ITEMIZATION OF FUNDS BY CATEGORY**

**PAGE 3 – 3**

Budget Category	Matching Funds	Grant Funds	Approved (DJCS Use Only)
<p>Support Staff – William Kincaid</p> <p>Salary - \$20,073 20,073</p> <p>Retirement - \$20,073 x .14 2,810</p> <p>Social Security - \$20,073 x .0765 1,536</p> <p>Workers Comp - \$20,073 x .0212 426</p> <p>Health Insurance - \$476.22 x 12 mos. 5,714</p> <p>Lab Technician – Contractual – Kyla Farmer</p> <p>Salary - \$16.00/hr. x 512 hours = \$8,192 \$8,192</p> <p>Social Security - \$8,192 x .0765 627</p> <p>Workers Comp. - \$8,182 x .0212 174</p> <p>Lab Director – Contractual – Suzanne Williams</p> <p>Salary - \$90.00/hr. x 12 hours = \$1,080 \$1,080</p> <p>Social Security - \$1,080 x .0765 83</p> <p>Workers Comp - \$1,080 x .0212 23</p> <p>Security – Contractual – Various</p> <p>Salary - \$10.00/hr. x 312 hours = \$3,120 \$3,120</p> <p>Social Security - \$3,120 x .0765 239</p> <p>Workers Comp - \$3,120 x .0212 66</p> <p>Counselor – Contractual – Leona Ruth</p> <p>Salary - \$25.00/hr. x 628.25 hours \$15,706</p> <p>Social Security - \$15,706 x .0765 1,201</p> <p>Workers Comp - \$15,706 x .0212 332</p> <p>Medical Review Officer – Contractual – Dr. Avery</p> <p>\$20.00/assessment x 120 assessments \$2,400</p> <p>Overtime Costs – Misc. Employees</p> <p>135.5 hours x \$20/hour (average) \$2,710</p> <p>Support Staff – Jackson County – Megan Saunders</p> <p>Salary - \$9.50/hour x 1,508 hours = \$14,326 \$14,326</p> <p>Retirement - \$14,326 x .14 2,006</p> <p>Social Security - \$14,326 x .0765 1,096</p> <p>Workers Comp - \$14,326 x .0212 304</p> <p>Support Staff – Jackson County – Mark Malcomb</p> <p>Salary - \$9.50/hour x 1,508 hours = \$14,326 \$14,326</p> <p>Retirement - \$14,326 x .14 2,006</p> <p>Social Security - \$14,326 x .0765 1,096</p> <p>Workers Comp - \$14,326 x .0212 304</p>			
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓

**WEST VIRGINIA  
DIVISION OF JUSTICE AND  
COMMUNITY SERVICES**

**Day Report Center Grant Program**

**ITEMIZATION OF FUNDS BY CATEGORY**

**PAGE 3 – 4**

Budget Category	Matching Funds	Grant Funds	Approved (DJCS Use Only)
<p>Roane County – Counselor – Chuck Connor – Contractual  Salary - \$15.00/hour x 936 hours = \$14,040  Social Security – \$14,040 x .0765  Workers Comp - \$14,040 x .0212</p> <p>Roane County Counselor/Case Manager – Kim Mertz – Contractual  Salary - \$18.00/hour x 1,508 hours = \$27,144  Social Security - \$27,144 x .0765  Workers Comp - \$27,144 x .0212</p> <p>Roane County – Support Staff – Contractual – Crystal Ford  Salary - \$9.50/hour x 1,508 hours = \$14,326  Retirement - \$14,326 x .14  Social Security - \$14,326 x .0765  Workers Comp - \$14,326 x .0212</p> <p><b>TRAVEL/TRAINING</b>  Misc. Travel/Training Expenses – WV State Travel  Regulations will be followed  Vehicle Gasoline - \$67.82 x 12 mos.</p> <p><b>SPACE</b>  Wood County - \$1,500/mo. x 12 mos.  Jackson County - \$1,100/mo. x 12 mos.  Roane County - \$500/mo. x 12 mos.</p> <p><b>OTHER</b>  Wood County Copier - \$221.52 x 12 mos.  Jackson County Copier - \$221.52 x 12 mos.  Roane County Copier - \$221.52 x 12 mos.  Wood County Electric - \$1,000 x 12 mos.  Roane County Electric - \$69.40 x 12 mos.  Wood County Gas - \$103.95 x 12 mos.  Roane County Gas - \$26.50 x 12 mos.  Wood County Water - \$131.59 x 12 mos.  Roane County Water - \$26.55 x 12 mos.  Wood County Phone/Internet - \$490 x 12 mos.  Jackson County Phone/Internet - \$327.39  Roane County Phone/Internet - \$211.50 x 12 mos.  Cell Phone Service - \$346.56 x 12 mos.  Wood County Water Cooler - \$56.91 x 12 mos.  Jackson County Water Cooler - \$18.97 x 12 mos.  Roane County Water Cooler - \$25.65 x 12 mos.</p>	<p>\$14,040 1,074 298</p> <p>\$27,144 3,800 2,077 575</p> <p>\$14,326 2,006 1,096 304</p> <p>\$5,000 \$814</p> <p>\$18,000 \$13,200 \$6,000</p> <p>\$2,658 \$2,658 \$2,658 \$12,000 \$1,185 \$1,247 \$318 \$1,579 \$319 \$5,880 \$3,930 \$2,538 \$4,159 \$683 \$228 \$308</p>		
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓

## Day Report Center Grant Program

**PAGE 3-5**

**TOTAL APPROVED PROJECT:**

\* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.\*



JULY 12, 2012

7/12/12  
70/115

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE DAVID BLAIR COUCH, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F12-HS-03-2011. SAID REQUEST IS IN THE AMOUNT OF \$326.51.

**ORDER**

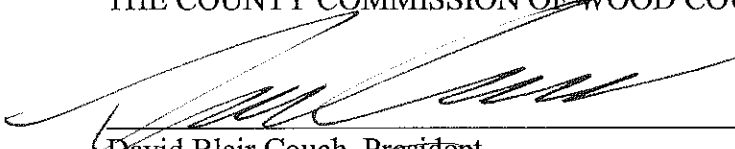
On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by David Blair Couch and made unanimous by Stephen Gainer, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Governor's Highway Safety Program Grant Number F12-HS-03-2011. The Request for Reimbursement is in the amount of three hundred twenty-six dollars and fifty-one cents (\$326.51) for the month of June, 2012. The Request for Reimbursement form, the Project Financial Report and the Monthly Progress Report have been submitted.

A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof.


Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
David Blair Couch, President

  
Wayne Dunn, Commissioner

  
Stephen Gainer, Commissioner

## GOVERNOR'S HIGHWAY SAFETY PROGRAM

5707 MacCorkle Avenue SE

P. O. Box 17600

Charleston, West Virginia 25317-0010

**COPY**

Telephone: (304) 926-2509

Fax: (304) 926-3880

7/12/12  
70/115**REQUEST FOR REIMBURSEMENT**

(For GHSP Use Only)

Sub-Grantee: **Wood County Commission**Address: **One Court Square, Suite 203  
Parkersburg, WV 26101**P. O. Number **MV1203**Grant Number: **F12-HS-03-2011**FEIN Number: **556 000 417**

Funds are hereby requested to cover expenditures

For the period of: **6/1/12 - 6/30/12****PROJECT CASH EXPENDITURES**

Account Number	Amount
9007-2012-0802-099-128	\$326.51
<b>TOTAL</b>	<b>\$326.51</b>

**CERTIFICATION:**

I certify that this report represents actual receipts and expenditures of funds for the period covered and for the total grant budget to date, made in accordance with the approved budget for this grant. All documentation is available for inspection at the request of the Governor's Highway Safety Program.

BY: **David Blair Couch, President, Wood Cty. Co.****7/12/2012**

(Typed Name And Title)

(Signature)

(Date)

(Authorized Official or Grant Financial Officer Only)

**GOVERNOR'S HIGHWAY SAFETY PROGRAM USE ONLY****ADMINISTRATIVE APPROVAL**

This request is approved for the amount of:

(Approved)

(Date)

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

(Date)

(Director)

**Purchasing/Accounts Payable Use Only**

# Wood County Commissioner

## Erroneous Assessment Application

Tax Type: Real Estate

Tax Ticket: 9553

Tax Year: 2012

Upon the application of **SABIC INNOVATIVE PLASTICS** whose address is **PO BOX 4900 SCOTTSDALE, AZ 85261-4900** aggrieved by an erroneous assessment in LUBECK District (03), in the County of Wood, for the **2012** tax year.

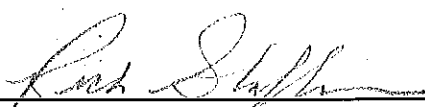
The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2012** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

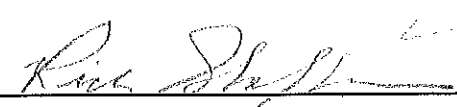
See attached letter

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2012	BILLING	3	195,268.94	2.191600	3	8,909,880
06/28/2012	PENDING EXONERATION	3	-1,079.58	2.191600	3	-49,260
Adjusted Net Taxes			194,189.36	Adjusted Net Value		8,860,620

  
Taxpayer

  
Prosecutor

  
Assessor

  
Commissioner

  
County Commission President

  
Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on July 12, 2012

# Wood County Commission

## Erroneous Assessment Application

ATM  
SW

Tax Type: Supplemental

Tax Ticket: 80008284

Tax Year: 2011

Upon the application of **DERENBERGER LEROY** whose address is **126 DERENBERGER LN MINERAL WELLS, WV 26150-6040** aggrieved by an erroneous assessment in SLATE District (06), in the County of Wood, for the 2011 tax year.

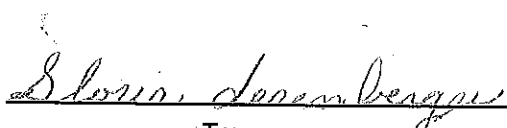
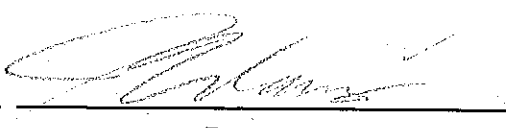
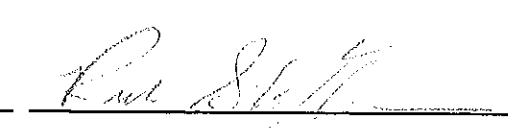
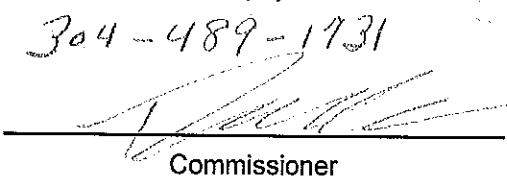
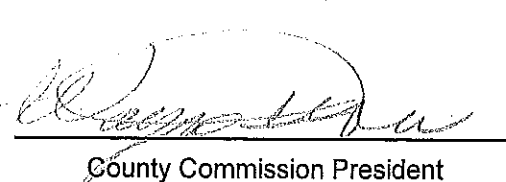
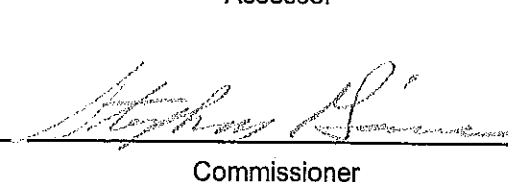
The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the 2011 tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

DUE TO TAXPAYER CLERICAL ERROR THE 2004 BUICK WAS PAID ON WHEN IN FACT THE VEHICLE WAS TRADED IN ON THE 2011 KIA. THE LICENSE WERE TRANSFERRED FROM THE BUICK TO KIA. SEE ATTACHED.

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

05/22/2012	BILLING	3	468.24	2.190800	3	21,373
05/22/2012	REGULAR PAYMENT	3	-468.24	2.190800	3	-3,555
05/22/2012	REGULAR PAYMENT	3	-17.60	Adjusted Net Value		17,818
05/22/2012	REGULAR PAYMENT	3	-28.10			
05/22/2012	REGULAR PAYMENT	3	-3.00			
06/29/2012	PENDING EXONERATION	3	-77.88			
Adjusted Net Taxes			-126.58			

 Taxpayer  
 Prosecutor  
 Assessor  
  
 Commissioner  
 County Commission President  
 Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on July 12, 2012

By: Donna Duncan

Application Entered On  
Friday, June 29, 2012 1:25 pm

# Wood County Solid Waste Authority

#1 Court Square  
Parkersburg, WV 26101  
304-424-1873—phone  
304-424-1760—fax

Email—  
jreed@woodcountywv.co

## Board of Directors:

Harold Taylor  
Paul Thornton  
David Blair Couch  
Barb Lewis  
Gene Cumpston

Director:  
John Reed

Secretary:  
Risha Bradford

June 8, 2012

Bob Buchanan  
Little Kanawha Soil Conservation District  
91 Boyles Lane  
Parkersburg, WV 26104

Dear Mr. Buchanan,

Gene Cumpston who represents the Little Kanawha Soil Conservation District for the Wood County Solid Waste Authority's Board term expires on June 30, 2012. He would like to remain on the Board and be reappointed for another term.

Respectfully,

*John Reed*

John Reed  
Director

7/12/12  
70/114

BL-W-S