

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD
THURSDAY, OCTOBER 25, 2018

PRESENT: DAVID BLAIR COUCH, PRESIDENT
ROBERT K. TEBAY, COMMISSIONER
JAMES COLOMBO, COMMISSIONER

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

The County Commission, upon a motion duly made, seconded and passed, approved minutes of September 6, 20, 27, 2018 and October 1, 2018.

AGENDA AND DISCUSSION ITEMS

At 9:32 A.M., the County Commission met with Renee Steffen, Executive Director of the Sisters Health Foundation. She informed the County Commission of what their organization does.

At 9:46 A.M., the County Commission met with Catherine Sayre from the Parkersburg Comprehensive Treatment Center. She informed the County Commission of what their Center does.

At 10:01 A.M., the County Commission met with Bob Boone, Director of the McDonough Foundation. He gave an update on the Foundation.

At 10:28 A.M., the County Commission approved a grant contract and issued a resolution for the Governor's Highway Safety Program Grant. (Orders M/4014 and M/4021)

At 10:40 A.M., the County Commission approved the hiring of Adam Wood as a new employee in the Wood County Sheriff's Office.

At 10:47 A.M., the County Commission approved the hiring of Ryan Urban as an intern for the County Computer Department.

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 10:50 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

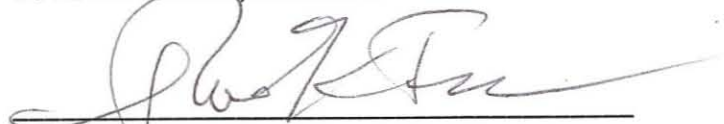
M/4012, M/4014, M/4015, M/4016, M/4017, M/4018, M/4021

APPROVED:

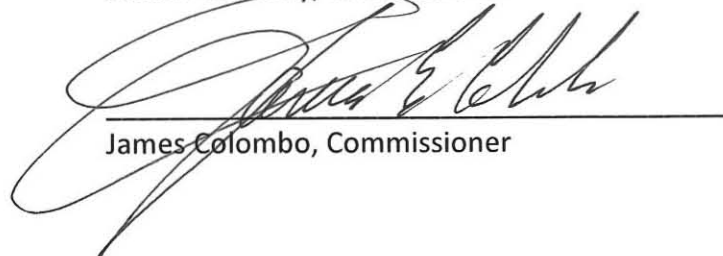
THE COUNTY COMMISSION OF WOOD COUNTY

A blue ink signature of David Blair Couch, written in a cursive style.

David Blair Couch, President

A black ink signature of Robert K. Tebay, written in a cursive style.

Robert K. Tebay, Commissioner

A black ink signature of James Colombo, written in a cursive style.

James Colombo, Commissioner

To listen to this meeting, please refer to DVD labeled October 25, 2018.



Wood County Commission
Agenda

10/25/2018
1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 A.M.	Discuss services provided by Sisters Health Foundation	Renee Steffen, Executive Director
	Discuss services provided by Wood County Family Resource Network	Ashley Way-Fankhauser
	Discuss services provided by Parkersburg Comprehensive Treatment Center	Catherine Sayre, Clinical Supervisor
	Discuss services provided by McDonough Foundation	Bob Boone
	Consider awarding audit bid for Fiscal Year 2018	
	Consider executing documents for 2018/2019 Governor's Highway Safety Program	
	Consider request to hire Adam Wood, Deputy Sheriff - \$40,103.00/year	
	Consider request to hire Ryan Urban, intern for IT Department	
	Administrator's Report	Marty Seufer, County Administrator
	County Commission Reports	

Discussion, Review and Approval of expenditures and disbursements identified on Exhibit 1, hereto attached

Correspondence for this meeting will be available for public review during regular office hours in Room 205 of the Wood County Courthouse two (2) days prior to the meeting

Wood County Commission Meeting
Held October 25, 2018

Please Print

1.	Renee Steffen
2.	Bob Boone
3.	Robert Sims
4.	Catherine Scypre
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The Family Crisis Intervention Center of Region V, Inc.
P.O. Box 695
Parkersburg, WV 26102
304-428-2333 or 1-800-794-2335

Serving Calhoun, Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt and Wood Counties

October 17, 2018

TO: The County Commission of Wood County

FROM: Jeanne Greathouse

SUBJECT: Annual Audit

We recently received a memorandum requesting the annual audit of Family Crisis Intervention Center of Region V., Inc.

Enclosed you will find the most recent completed audit. When the audit is completed for fiscal year ending June 30, 2018, we will send that as well.

If you need any further information, please let me know.

Sincerely,



Jeanne Greathouse
Finance Director

313 Second St.
Marietta, OH 45750
740.373.0056

1907 Grand Central Ave.
Vienna, WV 26105
304.422.2203

104 South Sugar St.
St. Clairsville, OH 43950
740.695.1569

1310 Market Street, Suite 300
Wheeling, WV 26003
304.232.1358



**THE FAMILY CRISIS INTERVENTION CENTER
OF REGION V, INC.
Regular Audit
For the Year Ended June 30, 2017**

www.perrycpas.com

...“bringing more to the table”

Tax – Accounting – Audit – Review – Compilation – Agreed Upon Procedure – Consultation – Bookkeeping – Payroll
Litigation Support – Financial Investigations

Members: American Institute of Certified Public Accountants

- Ohio Society of CPAs • West Virginia Society of CPAs • Association of Certified Fraud Examiners •
- Association of Certified Anti - Money Laundering Specialists •

THE FAMILY CRISIS INTERVENTION CENTER OF REGION V, INC.

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INDEPENDENT AUDITOR'S REPORT

November 30, 2017

Family Crisis Intervention Center of Region V, Inc.
P.O. Box 695
Parkersburg, WV 26102

To the Board Members:

We have audited the accompanying financial statements of **The Family Crisis Intervention Center of Region V, Inc.** (the Center) (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Center's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

...*"bringing more to the table"*

Tax - Accounting - Audit - Review - Compilation - Agreed Upon Procedures - Consultation - Bookkeeping - Payroll
Litigation Support - Financial Investigation

Members: American Institute of Certified Public Accountants

- Ohio Society of CPAs - West Virginia Society of CPAs - Association of Certified Fraud Examiners -

- Association of Certified Anti-Money Laundering Specialists -

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Family Crisis Intervention Center of Region V, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information contained in pages 14 through 16 is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 30, 2017, on our consideration of the Center's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control over financial reporting and compliance.



Perry and Associates
Certified Public Accountants, A.C.
Marietta, Ohio

THE FAMILY CRISIS AND INTERVENTION CENTER OF REGION V, INC.
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2017

ASSETS

Current Assets:	
Cash and Cash Equivalents	\$ 3,636
Investments	15,096
Accounts Receivable	71,010
Prepaid Expenses	3,348
	<hr/>
Total Current Assets	93,090
	<hr/>
Capital Assets	
Land	25,000
Furniture	93,025
Building and Improvements	423,863
Furniture - Pleasants County	25,666
Furniture - Calhoun County	280
Furniture - Roane County	670
Less: Accumulated Depreciation	(407,328)
	<hr/>
Total Capital Assets, Net of Accumulated Depreciation	161,176
	<hr/>
TOTAL ASSETS	\$ 254,266
	<hr/>

LIABILITIES AND NET ASSETS

Current Liabilities:	
Accounts Payable	\$ 23,343
Accrued Vacation and Sick Time	35,375
Accrued Payroll and Withholdings	11,797
Overdraft Liability	9,059
Line of Credit	24,830
Current Portion Capital Lease	4,320
Current Portion Notes Payable	14,604
	<hr/>
Total Current Liabilities	123,328
	<hr/>
Long Term Liabilities:	
Long Term Portion Notes Payable	167,644
	<hr/>
Total Long Term Liabilities	167,644
	<hr/>
Total Liabilities	290,972
	<hr/>
Net Assets:	
Permanently Restricted	8,600
Temporarily Restricted	6,496
Unrestricted (Deficit)	(51,802)
	<hr/>
Total Net Assets	(36,706)
	<hr/>
TOTAL LIABILITIES AND NET ASSETS	\$ 254,266
	<hr/>

The accompanying notes are an integral part of these financial statements.

THE FAMILY CRISIS AND INTERVENTION CENTER OF REGION V, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
SUPPORT AND REVENUES:				
Support:				
Donations and Grants - Individuals and Organizations	\$ 84,797	\$ -	\$ 600	\$ 85,397
In-Kind Contributions	137,451	-	-	137,451
Donations and Grants -Governments:				
Federal	234,782	68,151	-	302,933
State	17,392	318,715	-	336,107
Local	5,000	-	-	5,000
Total Support	479,422	386,866	600	866,888
Revenues:				
Interest	16	-	-	16
Fundraising	11,262	-	-	11,262
Investment Income	-	854	-	854
Total Revenues	11,278	854	-	12,132
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of Program Restrictions	386,207	(386,207)	-	-
TOTAL SUPPORT AND REVENUES	876,907	1,513	600	879,020
EXPENSES:				
Program Services:				
Calhoun	30,101	-	-	30,101
Jackson	30,898	-	-	30,898
Ritchie	37,891	-	-	37,891
Roane	34,513	-	-	34,513
Shelter	586,864	-	-	586,864
Pleasant	24,810	-	-	24,810
Wirt	21,896	-	-	21,896
Visitation	36,398	-	-	36,398
Management and General	96,820	-	-	96,820
TOTAL EXPENSES	900,191	-	-	900,191
CHANGE IN NET ASSETS	(23,284)	1,513	600	(21,171)
NET ASSETS AT BEGINNING OF YEAR	(28,518)	4,983	8,000	(15,535)
NET ASSETS AT END OF YEAR	\$ (51,802)	\$ 6,496	\$ 8,600	\$ (36,706)

The accompanying notes are an integral part of these financial statements.

THE FAMILY CRISIS AND INTERVENTION CENTER OF REGION V, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

	Calhoun	Jackson	Ritchie	Roane	Shelter	Pleasant	Wirt	Visitation	Management and General	Total Expenses
Salaries and Wages	\$ 26,717	\$ 21,385	\$ 26,234	\$ 26,996	\$ 334,609	\$ 16,525	\$ 15,138	\$ 20,121	\$ 72,103	\$ 559,828
Payroll Taxes	2,222	1,818	2,184	2,243	34,811	1,500	1,372	1,881	7,118	55,149
Total Salaries and Payroll Taxes	28,939	23,203	28,418	29,239	369,420	18,025	16,510	22,002	79,221	614,977
Investment Fees	-	-	-	-	191	-	-	-	-	191
Advertising	-	-	-	-	1,056	-	-	-	158	1,214
Charges	-	-	-	-	527	-	-	-	79	606
Client Assistance	-	-	-	-	1,848	-	-	-	276	2,125
Conflict Fees	-	-	-	-	3,073	-	-	-	459	3,532
Contract Services	-	199	1,016	553	1,657	1,172	21	2,441	1,830	8,889
Dues	-	-	-	-	392	-	-	-	58	450
Drug Testing	-	-	-	-	73	-	-	-	11	84
Food	-	-	-	-	1,222	-	-	-	182	1,404
Fundraising	-	-	-	-	1,827	-	-	-	273	2,100
Furniture and Equipment	-	-	-	174	-	-	-	-	26	200
Health Permit	-	-	-	-	87	-	-	-	13	100
In-Kind Expenses	-	-	-	-	137,451	-	-	-	-	137,451
Insurance	-	-	-	-	7,716	-	-	-	1,245	8,961
Interest	-	-	-	-	2,872	-	-	-	429	3,301
Memberships and Subscriptions	-	-	-	-	(275)	-	-	-	22	(253)
Nonemployee Compensation	-	-	-	-	1,481	-	-	203	251	1,935
Office Supplies	162	83	304	561	3,187	504	706	458	1,018	6,983
Office Equipment	-	-	-	-	2,993	997	997	451	813	6,251
Post Office Box	42	-	-	-	66	-	-	-	16	124
Postage	17	9	8	42	829	8	8	89	151	1,161
Professional Services	-	-	-	-	7,960	-	-	-	1,190	9,150
Rent	-	4,176	6,264	1,566	-	2,092	2,088	7,830	3,589	27,605
Repairs and Maintenance	-	74	-	139	1,769	-	-	30	300	2,312
Shelter Supplies	-	-	-	104	1,777	90	28	-	299	2,298
Telephone	479	1,105	1,468	1,224	3,771	645	486	1,064	1,531	11,773
Training	-	-	-	-	1,846	30	174	-	306	2,356
Travel	462	524	413	911	3,173	940	878	-	977	8,278
Utilities	-	1,525	-	-	10,370	307	-	1,830	2,097	16,129
Total Expenses Before Depreciation	30,101	30,898	37,891	34,513	568,360	24,810	21,896	36,398	96,820	881,687
Depreciation Expense	-	-	-	-	18,504	-	-	-	-	18,504
Total Expenses	<u>\$ 30,101</u>	<u>\$ 30,898</u>	<u>\$ 37,891</u>	<u>\$ 34,513</u>	<u>\$ 586,864</u>	<u>\$ 24,810</u>	<u>\$ 21,896</u>	<u>\$ 36,398</u>	<u>\$ 96,820</u>	<u>\$ 900,191</u>

The accompanying notes are an integral part of these financial statements.

THE FAMILY CRISIS AND INTERVENTION CENTER OF REGION V, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2017

Cash Flows from Operating Activities:

Change in Net Assets	\$ (21,171)
Cash Used by Operating Activities:	
Depreciation	18,504
Unrealized (Gains) Losses on Investments	849
(Increase) Decrease in Accounts Receivable	(36,607)
(Increase) Decrease in Prepaid Expenses	(1,037)
Increase (Decrease) in Accounts Payable	17,638
Increase (Decrease) in Accrued Vacation and Sick Time	5,589
Increase (Decrease) in Accrued Payroll and Withholdings	7,497
Increase (Decrease) in Overdraft Liability	9,059
Net Cash (Used) by Operating Activities	<u>321</u>

Cash Flows from Financing Activities:

Proceeds Line of Credit	24,830
Payments on Notes Payable	(13,931)
Payments on Capital Lease	(5,184)
Net Cash (Used) by Investing Activities	<u>5,715</u>

Cash Flows from Investing Activities:

Other Investment Activity	<u>(2,964)</u>
Net Cash (Used) by Investing Activities	<u>(2,964)</u>

Net (Decrease) in Cash and Cash Equivalents	3,072
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Cash and Cash Equivalents at Beginning of Year	<u>564</u>
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Cash and Cash Equivalents at End of Year	<u>\$ 3,636</u>
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The accompanying notes are an integral part of these financial statements.

THE FAMILY CRISIS INTERVENTION CENTER OF REGION V, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2017

NOTE 1 - NATURE OF ACTIVITIES

The Family Crisis Intervention Center of Region V, Inc. (the Center) is a nonprofit organization formed in 1981 to provide a support network for victims of domestic violence and abuse. Sheltering services for victims and their children began in April 1982.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Accounting

The Center prepares its financial statements in accordance with generally accepted accounting principles.

The Financial Accounting Standards Board issued Financial Accounting Standards Codification (FASB ASC) No. 958-205. Under FASB ASC No. 958-205, defined nonprofits are required to report information regarding financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

B. Cash and Cash Equivalents

For the purpose of the statement of cash flows, cash equivalents include all highly liquid debt instruments with original maturities of three months or less.

C. Investments

Investments are stated at their fair values, which are generally determined based upon quoted market prices. The Center maintains its investment in an investment pool at the Parkersburg Area Community Foundation. The principal of such investments is to remain intact in perpetuity, while the earnings in excess of the principal amount can either be reinvested in the pool or distributed to the Center.

D. Accounts Receivable

The Center chooses to use the direct write-off method for accounts receivable. This is not consistent with generally accepted accounting principles; however, any variance between the direct write-off method and the allowance method is believed to be immaterial.

E. Fixed Assets and Depreciation

Fixed assets are stated at cost. The Center capitalizes assets with an original cost of \$2,000 or more and an estimated useful life of one year. A donated item whose estimated fair value is in excess of \$2,000 at the time of donation is capitalized at fair value when the asset is placed in service. Major renewals and betterments are capitalized at cost. Depreciation is computed on the straight-line basis over the following useful lives:

<u>Asset Type</u>	<u>Years</u>
Buildings and Improvements	15
Furniture	5

F. Revenue Recognition

Contributions are recognized as revenue when they are received or unconditionally pledged.

The Center reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**THE FAMILY CRISIS INTERVENTION CENTER OF REGION V, INC.
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2017**

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Revenue Recognition (Continued)

The organization reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how these long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Contributions of services shall be recognized if the services received (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation

G. Maintenance and Repairs

Minor renewals and replacements are recorded as expenses in the accounting period - major renewals and replacements are charged to appropriate asset accounts.

H. Expense Allocation

The costs of providing various programs and other activities have been reported in the Statement of Functional Expenses and summarized on a functional basis in the Statement of Activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

I. Tax Status

The Center is a not-for-profit organization and is exempt from federal income taxes under Section 501(c) (3) of the Internal Revenue code.

Accounting principles generally accepted in the United States require management to evaluate tax positions taken by the Center and recognize a tax liability (or asset) if the Center has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service (IRS). Management has analyzed the tax positions taken by the Center, and has concluded that as of June 30, 2016, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Center is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress. The Center's Federal Return of Organization Exempt from Income Tax (federal Form 990) for 2014, 2015 and 2016 are subject to examination by the IRS, generally for three years after they were filed.

J. Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from these estimates.

K. Advertising

It is the policy of the Center to expense all advertising costs as incurred.

**THE FAMILY CRISIS INTERVENTION CENTER OF REGION V, INC.
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2017**

NOTE 3 – INVESTMENTS

In 1993 the Center entered into an agreement with the Parkersburg Area Community Foundation (a West Virginia nonprofit foundation) to establish the "Family Crisis Intervention Center Endowment Fund". The fund is maintained in an investment pool administered by the Parkersburg Area Community Foundation.

Contributions to the fund constitute principal, which are to be held in perpetuity, and are considered permanently restricted.

Income earned by the fund is to be distributed annually, unless the Center specifies that they want the income to be retained in the fund. Income not distributed is automatically re-invested, but is not considered a contribution, and is therefore temporarily restricted, until the next distribution.

Distributions from the fund are to be used for the purpose of providing financial resources necessary to sustain and enhance the objectives of the Center.

The following is the activity of the endowment fund maintained by the Parkersburg Area Community Foundation for the year ended June 30, 2017:

	Temporarily Restricted	Permanently Restricted	Total
Beginning Fund Balance	\$ 4,983	\$ 8,000	\$ 12,983
Contributions	-	600	600
Interest and Dividends	345	-	345
Realized Gain	509	-	509
Unrealized Loss	849	-	849
Management Fees	(191)	-	(191)
Ending Fund Balance	<u>\$ 6,495</u>	<u>\$ 8,600</u>	<u>\$ 15,095</u>

The Center's investment in the Parkersburg Area Community Foundation (PACF) is an investment pool managed by PACF which allows not for profit entities to pool their funds for investment purposes. PACF is not registered with the SEC as an investment company and is recognized as an external investment pool by the Center. The Center measures its investment in PACF at the net asset value (NAV) per share provided by PACF. The NAV per share is calculated on an amortized cost basis that provides a NAV per share that approximates fair value. For fiscal year 2017 there were no limitation or restrictions on any participant withdrawals.

NOTE 4 - COMPENSATED ABSENCES

The Family Crisis Intervention Center of Region V, Inc. provides compensated absences for its salaried and full-time employees in the form of paid time off. The balance of compensated absences at June 30, 2017 is \$35,375. Annual leave carried over at year end and was earned at the following rates:

1-5 Years	22 Working Days
6-10 Years	27 Working Days
11 + Years	32 Working Days

**THE FAMILY CRISIS INTERVENTION CENTER OF REGION V, INC.
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2017**

NOTE 5 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

Any Exempt Activities of the Organization	<u>\$ 6,496</u>
Asset:	
Investments	<u>\$ 6,496</u>

NOTE 6 – PERMANENTLY RESTRICTED NET ASSETS

Permanently restricted net assets are restricted to:

Investments in perpetuity, the income from which is expendable to support:	
Any Exempt Activities of the Organization	<u>\$ 8,600</u>
Asset:	
Investments	<u>\$ 8,600</u>

NOTE 7 – LONG-TERM DEBT

On August 31, 2012, the Center refinanced its four outstanding notes into a long term note payable maturing August 30, 2019, in the amount of \$94,000 with a 5 year 4.95% interest rate followed by a variable interest rate for the remainder of the loan. This agreement is secured by a deed of trust which lists the shelter as collateral. The balance at June 30, 2017 was \$32,648. The approximate future commitments for principal reduction on the remainder of the note are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>
2018	14,604
2019	15,468
2020	<u>2,578</u>
Total	<u>\$ 32,650</u>

In April of 2013, the Center entered into an agreement with the West Virginia Housing Development Fund to receive a loan in the amount of \$92,200. The proceeds of the loan were received during fiscal year 2014 and 2015 and were used to replace windows, doors and upgrade the alarm system at the shelter. The loan has an interest rate of 0% and will be forgiven in full in fiscal year 2023 so long as the Center (1) continues to operate as a domestic violence and/or sexual assault facility and does not sell, transfer or convey the property during that time and (2) continues to comply with the requirements outlined in the promissory note. There is no amount due on this loan as the Center plans to comply with the requirements outlined above.

On March 25, 2013, the Center leased a copier under an agreement classified as a capital lease. Accumulated amortization of the leased equipment at June 30, 2017 was \$4,320. Amortization of assets under capital lease is included in depreciation expense. The future minimum lease payments required under the capital lease and the present value of the net minimum lease payments as of June 30, 2017, are as follows:

**THE FAMILY CRISIS INTERVENTION CENTER OF REGION V, INC.
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2017**

NOTE 7 – LONG-TERM DEBT (CONTINUED)

Year Ending June 30,	Future Minimum Lease Payments
2018	\$ 4,320
Total	\$ 4,320

In June of 2011, the Center entered into an agreement with the West Virginia Housing Development Fund to receive a loan in the amount of \$57,400. The proceeds of the loan were received during fiscal year 2012 and were used to replace sewer lines, and renovate the bathrooms and kitchen at the shelter. The loan has an interest rate of 0% and will be forgiven in full in fiscal year 2022 so long as the Center (1) continues to operate as a domestic violence and/or sexual assault facility and does not sell, transfer or convey the property during that time and (2) continues to comply with the requirements outlined in the promissory note. There is no amount due on this loan as the Center plans to comply with the requirements outlined above.

NOTE 8 – NET ASSETS RELEASED FROM RESTRICTION

Net assets were released from donor restrictions during the year ended June 30, 2017 by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors.

Client Services	\$ 386,207
Total Restrictions Released	\$ 386,207

NOTE 9 - IN-KIND CONTRIBUTIONS

The Center records in-kind contributions of items such as services, food, furniture, and other household items as revenue and program expense in the amount of the estimated fair market value at the time of donation, which for the year ended June 30, 2017 was \$137,451. Routine volunteer time is not recorded, which is in accordance with generally accepted accounting principles.

NOTE 10 - CONTINGENCIES

The Family Crisis Intervention Center of Region V, Inc. receives a substantial amount of support from federal, state and local governments. A significant reduction in the level of this support, if such were to occur, would have a material effect on the Center's programs and activities.

NOTE 11 – LINE OF CREDIT

The Center has an additional bank line of credit up to \$59,000 to provide for additional working capital requirements with Wesbanco. The outstanding balance at June 30, 2017 was \$24,830 with interest at 7.71% per annum.

NOTE 12 – SUBSEQUENT EVENTS

Management has evaluated events subsequent to the date of the statement of financial position through November 30, 2017, the date the financial statements were available to be issued. No events have occurred subsequent to the statement of financial position date through November 30, 2017 that would require adjustment or disclosure in the financial statements.

SUPPLEMENTARY INFORMATION

**SCHEDULE OF FEDERAL AND NON-FEDERAL SUPPORT AND REVENUE,
EXPENSES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2017**

Federal Grantor	Federal Financial Assistance							
	Department of Housing and Urban Development	Department of Justice			Department of Health and Human Services	Department of Homeland Security	Department of Agriculture	
Pass-through Grantor	WV Office of Economic Opportunity	WV Coalition Against Domestic Violence	WV Foundation for Rape Information and Sexual Assault Services	WV Office of Criminal Justice Services	WV Department of Health and Human Services	Emergency Food and Shelter National Partnership	WV Department of Agriculture	
Program Title	Shelter Grant	Legal Assistance to Victims Grant	Program	Violence Against Women Act-California	Family Violence Prevention Services Act	Food and Shelter Emergency Food and Shelter Program	Civilian and Adult Care Food Program	
Program Dates	7/1/2016-6/30/2017	7/1/2016-6/30/2017	7/1/2016-6/30/2017	7/1/2016-6/30/2017	7/1/2016-6/30/2017	7/1/2016-6/30/2017	7/1/2016-6/30/2017	
Federal CFDA Number	14.231	16.524	16.017	16.388	93.971	97.024	10.558	
							Subtotal	
SUPPORT AND REVENUE								
Grant Revenue - Federal	\$ 174	\$ 7,722	\$ 30,370	\$ 17,388	\$ 88,151	\$ 5,588	\$ 5,874	
Grant Revenue - State	-	-	-	-	-	-	-	
Grant Revenue - Local	-	-	-	-	-	-	-	
Donations and Grants - Individuals and Organizations	-	-	-	-	-	-	-	
In-Kind Contributions	-	-	-	-	-	-	-	
Interest	-	-	-	-	-	-	-	
Fundraising	-	-	-	-	-	-	-	
Investment Income	-	-	-	-	-	-	-	
TOTAL SUPPORT AND REVENUE	174	7,722	30,370	17,388	88,151	5,588	5,874	
EXPENSES								
Supporting Services	-	-	-	-	-	-	-	
Program Costs	174	7,722	30,370	17,388	88,151	5,588	5,874	
In-Kind Expenses	-	-	-	-	-	-	-	
TOTAL EXPENSES	174	7,722	30,370	17,388	88,151	5,588	5,874	
Total Support and Revenue Over (Under) Expenses	-	-	-	-	-	-	-	
Depreciation	-	-	-	-	-	-	-	
Increase (Decrease) in Net Assets	-	-	-	-	-	-	-	
BEGINNING NET ASSETS	-	-	-	-	-	-	-	
ENDING NET ASSETS	-	-	-	-	-	-	-	

The accompanying notes are an integral part of this schedule.

THE FAMILY CRISIS INTERVENTION CENTER OF REGION V, INC.
SCHEDULE OF FEDERAL AND NON-FEDERAL SUPPORT AND REVENUE,
EXPENSES AND CHANGE IN NET ASSETS (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2017

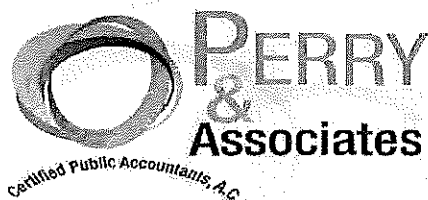
		State Financial Assistance			Other		
Federal Grantor		N/A			N/A		
Pass-through Grantor		WV Department of Health and Human Services WV Supreme Court of Appeals			N/A		
Program Title		Program 1	Program 2	Program 1	Access	General	
Program Dates		Appropriated	Appropriated	Special	and Visitation	and	
		General Revenue	General Revenue	Revenue	Grant	Administrative	
		7/1/2016-	7/1/2016-	7/1/2016-	7/1/2016-	7/1/2016-	
		6/30/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017	
Federal CFDA Number	Carried Over From Previous Page	N/A	N/A	N/A	N/A	N/A	Total
SUPPORT AND REVENUE							
Grant Revenue - Federal	\$ 302,933	\$ -	\$ -	\$ -	\$ -	\$ -	\$302,933
Grant Revenue - State	-	95,343	193,115	30,257	17,392	-	336,107
Grant Revenue - Local	-	-	-	-	-	5,000	5,000
Donations and Grants - Individuals	-	-	-	-	-	-	-
and Organizations	-	-	-	-	-	85,397	85,397
In-Kind Contributions	-	-	-	-	-	137,451	137,451
Interest	-	-	-	-	-	16	16
Fundraising	-	-	-	-	-	11,262	11,262
Investment Income	-	-	-	-	-	854	854
TOTAL SUPPORT AND REVENUE	302,933	95,343	193,115	30,257	17,392	239,980	879,020
EXPENSES							
Supporting Services	-	-	-	-	-	105,196	105,196
Program Costs	302,933	95,343	193,115	30,257	17,392	-	639,040
In-Kind Expenses	-	-	-	-	-	137,451	137,451
TOTAL EXPENSES	302,933	95,343	193,115	30,257	17,392	242,647	881,687
Total Support and Revenue Over (Under) Expenses	-	-	-	-	-	(2,667)	(2,667)
Depreciation	-	-	-	-	-	(18,504)	(18,504)
Increase (Decrease) in Net Assets	-	-	-	-	-	(21,171)	(21,171)
BEGINNING NET ASSETS	-	-	-	-	-	(15,535)	(15,535)
ENDING NET ASSETS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (36,706)	\$ (36,706)

The accompanying notes are an integral part of this schedule.

**THE FAMILY CRISIS INTERVENTION CENTER OF REGION V, INC.
NOTES TO THE SCHEDULE OF FEDERAL AND NON-FEDERAL SUPPORT
AND REVENUE, EXPENSES AND CHANGE IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2017**

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of federal and non-federal support and revenue, expenses and change in net assets includes the federal and non-federal grant activity of The Family Crisis Intervention Center of Region V, Inc. and is presented on the basis of accounting practices prescribed by the U.S. Department of Health and Human Services and the West Virginia Bureau of Human Resources and Services. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.



313 Second St.
Marietta, OH 45750
740.373.0056

1907 Grand Central Ave.
Vienna, WV 26105
304.422.2203

104 South Sugar St.
St. Clairsville, OH 43950
740.695.1569

1310 Market St., Suite 300
Wheeling, WV 26003
304.232.1358

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

November 30, 2017

The Family Crisis and Intervention Center of Region V, Inc.
P.O. Box 695
Parkersburg, WV 26102

To the Board Members:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of **The Family Crisis and Intervention Center of Region V, Inc.** (the Center) (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 30, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Center's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

...“bringing more to the table”

BBG - Accounting - Audit - Review - Compilation - Agreed Upon Procedures - Consultation - Bookkeeping - Payroll
Litigation Support - Financial Investigations

Members: American Institute of Certified Public Accountants

• Ohio Society of CPAs • West Virginia Society of CPAs • Association of Certified Fraud Examiners •

• Association of Certified Anti - Money Laundering Specialists •

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Center's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Perry and Associates
Certified Public Accountants, A.C.
Marietta, Ohio

Kids First Program
End of Month Reports

County:

Month:

Year:

- Monthly Contact Time Sheet (Regina & Cindy)
- Yearly Total Numbers Chart (Regina & Cindy)

OCTOBER 25, 2018

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE PERRY
AND ASSOCIATES TO PERFORM THE 2017/2018 FISCAL YEAR
BUDGET AUDIT.

ORDER

On this date, upon a motion made by David Blair Couch, seconded by Robert K. Tebay and made unanimous by James E. Colombo, did hereby AUTHORIZE Perry and Associates, 1907 Grand Central Avenue, Vienna, West Virginia, to perform the Wood County Budget Audit for the fiscal year 2017/2018 at a price of twenty-six thousand nine hundred dollars and zero cents (\$26,900.00). Additional proposals were received from the following:

BHM CPA Group, Inc.
PO Box 325
Huntington, WV
Price - \$23,450.00

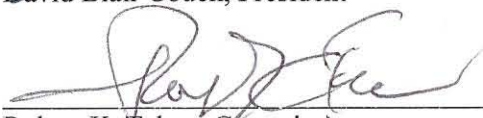
Said AUTHORIZATION was upon the recommendation of a scoring team consisting of: Wood County Clerk, Mark Rhodes; Wood County Prosecuting Attorney, Pat Lefebure; and Wood County Administrator, Marty Seuffer.

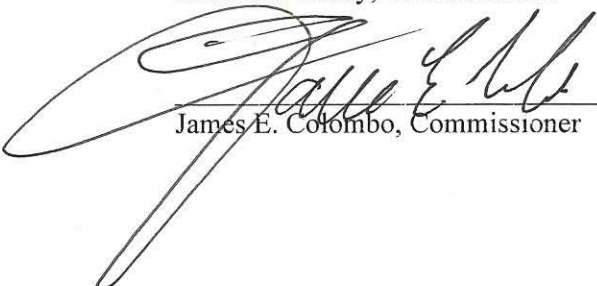
Copies of said score sheet summaries are attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Robert K. Tebay, Commissioner

James E. Colombo, Commissioner

INDIVIDUAL AUDIT PROPOSAL SCORE SHEET

Firm Name: Perrys
RFP #: 18-259
Number of Committee Members: 3
Bid Amount: \$26,900

Responsiveness to the proposal: Maximum 15 points Up to 5 points per question	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Average Points
Does the Proposal indicate a sincere interest in your entity and was it provided in a timely manner?	5	5	5			5
Is the language in the proposal clear?	5	5	5			5
Does the proposing firm understand your government's organization and its accounting system and records?	5	5	5			5
Total						15

Understanding of the audit to be conducted: Maximum 24 points Up to 6 points per question	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Average Points
Does the proposal specify the type of audit to be performed and does the proposal indicate a clear understanding of the funds and financial statements that are applicable to your particular entity?	6	6	6			6
Does the proposal describe in clear language the work plan to conduct the engagement including planning, analysis of internal controls, substantive testing, and federal award testing (if applicable) necessary for your entity?	6	6	6			6
Does the proposal demonstrate an understanding of the audit resources/manpower requirements?	6	6	6			6
Does the proposal demonstrate the firm has the ability to complete the audit within the required period?	6	6	6			6
Total						24

Technical Experience: Maximum 34 points	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Average Points
Do the audit supervisor and the assigned staff have experience in this entity type (i.e. Class II Cities)? Up to 6 points	6	6	6			6
Does the majority of the key audit team have three or more years of governmental auditing experience? Up to 6 points	6	6	6			6
Does the firm have extensive experience with federal grants and the Single Audit (if this is not a Single Audit performed in accordance with Circular A-133, leave blank)? Up to 6 points	6	6	6			6
Does the firm have experience auditing different types of governments in WV in the last three years? Up to 4 points	4	4	4			4
Are the majority of the key audit team members CPAs and do the professional affiliations of the firm demonstrate a dedication to governmental accounting and auditing? Up to 6 points	6	6	6			6
In reviewing the firms most recent peer review report and letter of comments (if applicable), does the report and comments (if applicable) indicate the firm is meeting professional standards? Up to 3 points	3	3	3			3
The firm has documented that they are a member of the AICPA Governmental Audit Quality Control Center? (If yes, an automatic 3 points, if no 0 points)	Y					3
Total						34

Cost Criteria	Bid	Average	%	Multiplier	Total
	\$26,900	\$23,450	0.872	10	9

Grand Total	82
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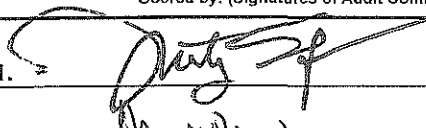
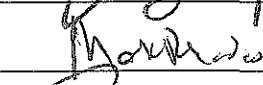
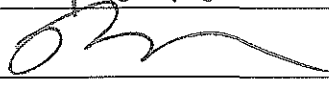
INDIVIDUAL AUDIT PROPOSAL SCORE SHEET

Firm Name: Perrys

RFP #: 18-259

Number of Committee Members: 3

Bid Amount: \$26,900

Scored by: (Signatures of Audit Committee)	Date	Printed Name
1. 	#####	Marty Seuffer
2. 	#####	Mark Rhodes
3. 	10/12/2018	Pat Lefebure
4.		
5.		

INDIVIDUAL AUDIT PROPOSAL SCORE SHEET

Firm Name: BHM

RFP #: 18-259

Number of Committee Members: 3

Bid Amount: \$20,000

Responsiveness to the proposal: Maximum 15 points Up to 5 points per question	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Average Points
Does the Proposal indicate a sincere interest in your entity and was it provided in a timely manner?	5	5	5			5
Is the language in the proposal clear?	5	5	5			5
Does the proposing firm understand your government's organization and its accounting system and records?	5	5	5			5
Total						15

Understanding of the audit to be conducted: Maximum 24 points Up to 6 points per question	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Average Points
Does the proposal specify the type of audit to be performed and does the proposal indicate a clear understanding of the funds and financial statements that are applicable to your particular entity?	6	6	6			6
Does the proposal describe in clear language the work plan to conduct the engagement including planning, analysis of internal controls, substantive testing, and federal award testing (if applicable) necessary for your entity?	6	6	6			6
Does the proposal demonstrate an understanding of the audit resources/manpower requirements?	6	6	6			6
Does the proposal demonstrate the firm has the ability to complete the audit within the required period?	5	4	6			5
Total						23


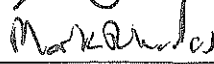

Technical Experience: Maximum 34 points	Scorer 1	Scorer 2	Scorer 3	Scorer 4	Scorer 5	Average Points
Do the audit supervisor and the assigned staff have experience in this entity type (i.e. Class II Cities)? Up to 6 points	6	6	6			6
Does the majority of the key audit team have three or more years of governmental auditing experience? Up to 6 points	6	6	6			6
Does the firm have extensive experience with federal grants and the Single Audit (if this is not a Single Audit performed in accordance with Circular A-133, leave blank)? Up to 6 points	6	6	6			6
Does the firm have experience auditing different types of governments in WV in the last three years? Up to 4 points	3	4	3			3
Are the majority of the key audit team members CPAs and do the professional affiliations of the firm demonstrate a dedication to governmental accounting and auditing? Up to 6 points	6	6	6			6
In reviewing the firm's most recent peer review report and letter of comments (if applicable), does the report and comments (if applicable) indicate the firm is meeting professional standards? Up to 3 points	3	3	3			3
The firm has documented that they are a member of the AICPA Governmental Audit Quality Control Center? (If yes, an automatic 3 points, if no 0 points)	Y					3
Total						33

Cost Criteria	Bid	Average	%	Multiplier	Total
	\$20,000	\$23,450	1.173	10	12

Grand Total	83
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INDIVIDUAL AUDIT PROPOSAL SCORE SHEET

Firm Name: BHM
RFP #: 18-259
Number of Committee Members: 3
Bid Amount: \$20,000

Scored by: (Signatures of Audit Committee)	Date	Printed Name
1. 	#####	Marty Seuffer
2. 	#####	Mark Rhodes
3. 	#####	Pat Lefebvre
4.		0
5.		0

AUDIT PROPOSAL SCORE SHEET SUMMARY

RFP #:

18-259

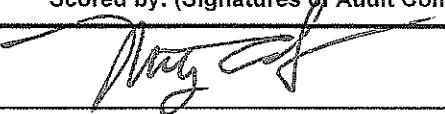
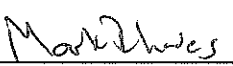
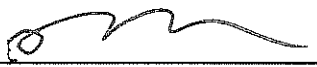
Entity:

Audit Year(s) Ending:

Number of Bids Received:

2

Audit Year(s) Ending:		Responsiveness to the Proposal	Understanding of the Audit to be Performed	Technical Experience	Cost Criteria Average divided by Cost times 10	Entity Preference + 1 to 5 Points (to ONE preferred firm)	Total Points
Number of Bids Received:							
2							
Accounting Firms	Contract Amount	0 - 15	0 - 24	0 - 34	0 - 25	+ 1 to 5	Maximum of 103
Perrys	\$ 26,900	15	24	34	9	3	85
BHM	\$ 20,000	15	23	33	12		83
0	\$ -						0
0	\$ -						0
0	\$ -						0
Average	\$ 23,450						

Scored by: (Signatures of Audit Committee)		Date	Printed Name
1.		10/13/2018	Marty Seufer
2.		10/13/2018	Mark Rhodes
3.		10/13/2018	Pat Lefebure
4.			0
5.			0

Mark Rhodes
 WOOD County 11:03:59 AM
 Instrument No 8805358
 Date Recorded 10/25/2018
 Document Type CDD
 Pages Recorded 6
 Book Page 75-21

OCTOBER 25, 2018

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 AGREEMENT FOR A HIGHWAY SAFETY
GRANT.

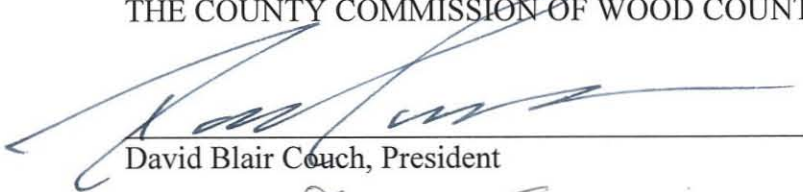
ORDER

On this date, the County Commission of Wood County, upon a motion made by James E. Colombo, seconded by David Blair Couch and made by Robert K. Tebay, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Contract for the Governor's Highway Safety Grant with the West Virginia Department of Transportation. Said grant application is in the amount of forty-five thousand nine hundred dollars and zero cents (\$45,900.00).

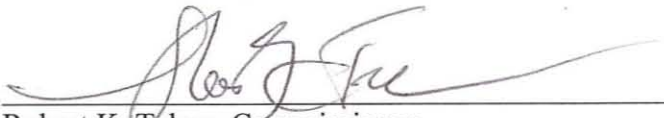
A copy of said contract is attached to this Order and should be made a part thereof.

APPROVED:

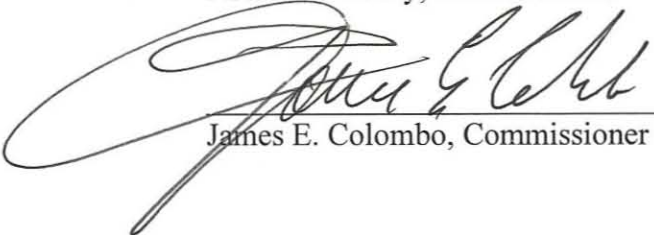
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/4013

OCTOBER 25, 2018

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

RESOLUTION



WHEREAS, The County Commission of Wood County, West Virginia met on October 25, 2018 with a quorum present and passed the following resolution,

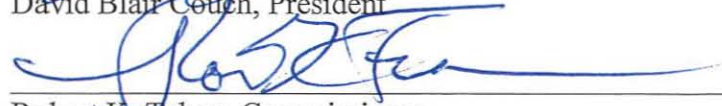
WHEREAS, The Wood County Commission is in support of the West Virginia Governor's Highway Safety Program;

THEREFORE, BE IT RESOLVED, that the Wood County Commission hereby authorizes David Blair Couch, President of the Wood County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Governor's Highway Safety Program to receive grant funds in the amount of \$45,900.00 for FY 2018-2019 with no cash match.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Robert K. Tebay, Commissioner


James E. Colombo, Commissioner

Attest:



Mark Rhodes

Clerk of the Wood County Commission

GRANT CONTRACT AGREEMENT
BETWEEN THE
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES
AND
WOOD COUNTY COMMISSION
F19-HS-03

This **AGREEMENT**, entered into this 30th day of September 2018, by the Commissioner of the Division of Motor Vehicles, for and on behalf of the State of West Virginia, Department of Transportation, Division of Motor Vehicles, hereinafter referred to as "DMV," and Wood County Commission hereinafter referred to as "Subgrantee."

Whereas, DMV is the recipient of a National Highway Traffic Safety Administration appropriation from the United States Department of Transportation, and

Whereas, the Subgrantee is an eligible applicant, who is desirous of receiving funds for a Wood County Highway Safety Enforcement Program.


Now, Therefore, the parties hereto mutually agree as follows:

1. The Subgrantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DMV agrees to assist the Subgrantee 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 Subgrantee shall do, perform, and carry out in a satisfactory manner as determined by DMV all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Subgrantee will commence its duties under the Agreement on October 1, 2018, and to continue those services/activities until September 30, 2019. 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 Subgrantee, the sum of up to **\$45,900** shall be obligated by DMV 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 the Agreement.
6. It is the understanding of all parties to this Agreement that DMV, by joining in the Agreement, neither pledges, nor promises to pledge, the credit of the State of West Virginia, nor does it promise payment of the compensation hereunder from monies from the "Treasury of the State of West Virginia."
7. To be eligible for any and all payments of the grant amount, the Subgrantee shall submit a Request for Reimbursement no more frequently than once a month to DMV. Upon receipt of said request, DMV 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. The Subgrantee shall submit both a fiscal report detailing expenditures and a narrative progress report on a monthly basis by the 20th day of the following month.
8. The Subgrantee hereby represents that it possesses the legal authority to contract for this Agreement. Furthermore that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, or motion of similar action, which the Subgrantee's governing body has clearly adopted or passed; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Subgrantee is a State agency, the completed application signed by the agency head is sufficient.
9. The Subgrantee 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 DMV 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 Subgrantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the DMV may withhold payments to the Subgrantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DMV reasons for taking said action.
11. DMV and Subgrantee may from time to time require changes in the scope of services performed hereunder. Subgrantee 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 DMV are suspended or terminated, in whole or in part, funding for this agreement shall cease.

13. The Subgrantee shall, within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DMV a final report on forms provided by DMV. 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 US Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Governor's Highway Safety Program
5707 MacCorkle Avenue, SE
Post Office Box 17600
Charleston, West Virginia 25317-0010
 - b. **Subgrantee Mailing Address:**
Wood County Commission
One Court Square, Suite 203
Parkersburg, West Virginia 26101
15. The Subgrantee shall hold and save DMV 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 Subgrantee.

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



Mr. David Blair Couch
President
Wood County Commission

Pat Reed
Commissioner
Division of Motor Vehicles

Revised 2018

Mark Rhodes
WOOD County 11:02:33 AM
Instrument No 8805357
Date Recorded 10/25/2018
Document Type CDD
Pages Recorded 4
Book-Page 75-21

OCTOBER 25, 2018

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 AGREEMENT FOR A VICTIMS ADVOCATE
GRANT.

ORDER


On this date, the County Commission of Wood County, upon a motion made by James E. Colombo, seconded by David Blair Couch and made by Robert K. Tebay, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Grant Contract Agreement for a Victims Advocate Grant with the West Virginia Division of Justice and Community Services. Said grant contract is in the amount of seventy-one thousand six hundred ninety-seven dollars and zero cents (\$71,697.00).

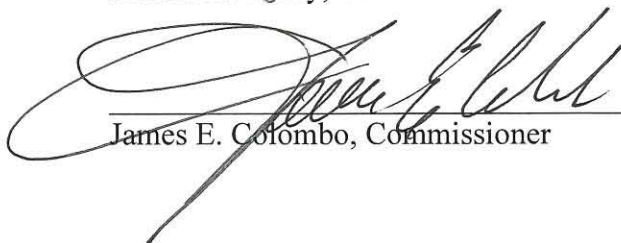
A copy of said contract is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Robert K. Tebay, Commissioner

James E. Colombo, Commissioner

M/4014

GRANT CONTRACT AGREEMENT

BETWEEN

DIVISION OF JUSTICE AND COMMUNITY SERVICES

AND

Wood County Commission

16-VA-114

This **AGREEMENT**, entered into this **12th day of October 2018** 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 Victims of Crime Act (VOCA) Program Grant from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds. **This grant will fund staff in the Wood County Prosecuting Attorney's Office to provide direct services to crime victims in Wood County.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. 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 **October 1, 2018** and shall continue those services/activities until **September 30, 2019**. 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 **\$71,697.00** 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, subject to the conditions of paragraph 5a below.

- 5a. The Grantee agrees to comply with any additional requirements that may be imposed by the West Virginia Division of Justice and Community Services (WVDJCS), the awarding agency, during the period of performance for this award, if the Grantee is designated being out of compliance with grant requirements.

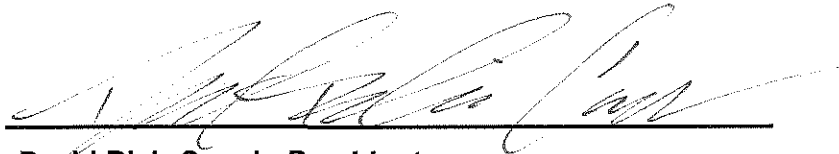
As a result of non-compliance, the Grantee may not obligate, expend or draw down twenty-five percent (**25% or \$17,924.00**) of the total awarded funds, until the West Virginia Division of Justice and Community Services (DJCS) has issued a letter of compliance and a Grant Adjustment Notice (GAN) has been issued releasing the twenty-five (25%) of the funds.

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
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - 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**

**Joseph C. Thornton, Director
Division of Justice and Community Services**

RESOLUTION

The Commission of the Wood County Commission met on 10/25/18 (date) with a quorum present and passed the following resolution.

Be it resolved that the Commission hereby authorizes David Blair Couch, President of 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 Victims of Crime Act (VOCA) grant program.

Signed:



County Clerk

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES
STANDARD CONDITIONS & ASSURANCES

All correspondence to DJCS, which is required and/or occurs as a result or action of any of the following Standard 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
1124 Smith Street-Suite 3100
Charleston, West Virginia 25301-1323

1. LAWS OF WEST VIRGINIA:

This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by 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 if applicable.

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. The Division has the right to cancel the contract and deobligate the funds.

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 deobligate the funds.

6. SUSPENSION OF FUNDING:

By accepting this award the grantee agrees that 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;
- 30 or more days late in submitting reports;
- Failure to submit reports;
- High Risk Grantee as determined by the DJCS High Risk Assessment; or
- Other cause shown.

7. SANCTIONS FOR NONCOMPLIANCE:

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, 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 or if reports are more than 30 days late the money for that month is forfeited and MAY NOT be recouped;
- 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.

8. 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. **Federal** regulations prohibit the **commingling of Federal grant funds** with funds from other sources.

9. REPORTS:

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

10. WRITTEN APPROVAL OF CHANGES:

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

11. 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.

12. USE OF FUNDS:

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

13. ALLOWABLE AND UNALLOWABLE COSTS:

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards and federal guidelines pursuant to the specific grant program.

14. PURCHASING:

When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or other agency. See 148CSR1 of the West Virginia State code.

15. PROJECT INCOME:

All income earned by the grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established 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. In an effort to understand the program income, each applicant may be asked to provide an Operational Budget for the applicant agency.

16. MATCHING CONTRIBUTION:

The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by 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. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. TIME EXTENSIONS:

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

18. NON-SUPPLANTING:

Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.

19. TRANSFER OF FUNDS PROHIBITION:

The grantee is expressly prohibited from transferring funds between any DJCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.

20. TRAINING:

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

21. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:

To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

22. MARKING OF EQUIPMENT:

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

23. PROPERTY ACCOUNTABILITY:

The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by 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.

24. COMPUTER EQUIPMENT:

Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. 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:

- Processor: Intel Core i5, 3.5 GHz, or equal
- RAM: 4 GB DDR3 single DIMM
- Hard Drive: 500 GB, 7200 RPM SATA, upgradable
- Keyboard: Standard USB
- Mouse: Optical USB 2 button W/scroll
- DVD/RE: Multi DVD/RW optical drive
- USB Ports: USB 3.0, minimum of 4 back, 2 front with one USB 3.0 charging
- Ethernet Port: 10/100/1000 NIC integrated
- Expansion Slots: PCI Express
- Video: Dual monitor capability with one VGA port & one DVI port

- Trusted Platform Module: TPM chip

Recommended Hardware Components:

- Mid-tower case

Software Requirements:

- Whenever possible, software should operate within open industry standards. For example, Windows 10 Professional, or equal

Warranty Requirements:

- Year on-site warranty

25. LEASE AGREEMENTS:

Grantee agrees to provide DJCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.

26. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:

Grantee acknowledges that DJCS, and DOJ if Federally funded, 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.

27. 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.

28. CIVIL RIGHTS COMPLIANCE:

Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act (34 U.S.C. §20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the West Virginia Division of Justice and Community Services.

29. RELIGIOUS ACTIVITIES:

Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.

30. LOBBYING:

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.

31. CONFLICT OF INTEREST:

No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).

32. FREEDOM OF INFORMATION ACT:

All records, papers and other documents kept by recipients of grant funds are required to be made available to 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, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by DJCS and may fall within one or more of the available exemptions under the Act.

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

The Division has the authority to release to the public without a FOIA all information which does not meet an exemption. Example: Grant Award

33. NATIONAL AND STATE EVALUATION EFFORTS:

The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

34. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:

The grantee must submit one copy of all reports and proposed publications resulting from this agreement to 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."

In addition, the grantee agrees not to utilize the Division logo without written permission.

35. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:

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

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

As well as, 101CSR1 of the West Virginia code.

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

36. 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.

37. USE OF DATA/EXCHANGE OF INFORMATION:

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to 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.

38. 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. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.

39. 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.

40. 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.

41. POLITICAL ACTIVITY:

The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.)

Please reference West Virginia Code § 29-6-20 for state restricted activities.

42. 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.

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

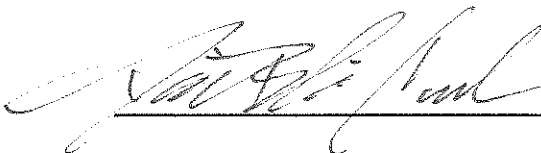
Authorized Official:

David Blair Couch

Title:

President

Signature:



Date:

10/25/18

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: <u>Wood County Commission</u>		DUNS Number:
Address: <u>One Court Square, Parkersburg, WV 26101</u>		
Grant Title: <u>VOCA</u>	Grant Number: <u>16-VA-114</u>	Award Amount: <u>\$71,697.</u>
Name and Title of Contact Person: <u>Toni Trano, Grant Consultant</u>		
Telephone Number: <u>304-481-6404</u>	E-Mail Address: <u>trano@woodcountyswv.net</u>	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

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

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

Print or Type Name and Title

Signature

Date

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

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

I, David Blair Couch [responsible official],
certify that Wood County Commission [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Wood County Commission [organization],
One Court Square, Parkersburg, WV 26101 [address].

David Blair Couch, President

Signature

10/25/18

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

**WEST VIRGINIA DIVISION OF JUSTICE AND COMMUNITY SERVICES
VICTIM OF CRIME ACT (VOCA) GRANT SPECIAL CONDITIONS AND
ASSURANCES**

43. Administrative Changes:

The applicant must advise DJCS immediately in writing if there are any changes in the: (1) Project Director, (2) Fiscal Officer, (3) Authorized Official, or (4) VOCA Grant-funded staff position(s). Please also submit to DJCS a new membership list if there are any changes in the members of a governing board, such as County Commission or City Council, or changes in members of the Advisory Board/Committee.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

44. Late Reporting:

Applicant understands that projects which become 60 days delinquent in the submission of reporting requirements will forfeit one month of reimbursable expenses for the entire project. Each additional 30 days past the initial 60-day delinquency period shall result in an additional forfeiture of a month's reimbursable expenses. Late reports may result in a partial or all loss of funding in future grant applications.

45. Client Files:

Applicant must maintain client files for all victims served to document type of crime and services provided throughout the grant period. Sub-grantee also agrees to collect and maintain Civil Rights information, where such information is voluntarily furnished by those receiving service, on race, sex, national origin, age and disability. These records are to be available at any time for review by DJCS while following the VOCA and VAWA Confidentiality requirements.

46. Client Surveys/Evaluations:

The applicant is required to implement client surveys for evaluation purposes. DJCS may require a copy of these surveys/evaluations or request proof survey is being implemented. All surveys/evaluations must ensure client confidentiality. . All surveys/evaluations will include the two following outcome measures: **(1) Victim safety,**

(2) Public awareness, results will be required on the VOCA Annual Performance Report.

47. Client Confidentiality:

All programs who receive funds must adhere to the program rules at 28 CFR 94.115 describe the non-disclosure and confidentiality rules that apply to subrecipients of VOCA funds and if the program receives funds under the STOP Violence Against Women Act (VAWA) must adhere to all confidentiality requirements under the Violence Against Women Reorganization Act of 2005 and 2013. Applicant must maintain a written confidentiality policy that prohibits the disclosure of victim's name, address, phone number, any contact information, or any other personally identifying information without prior voluntary written consent of the victim (or legal guardian). Client information should only be accessible to authorized direct service staff of the funded program.

The recipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

48. Notification Of Victim Compensation Program:

Applicant is required to assist crime victims in seeking available and eligible crime victim compensation benefits. Such assistance may include identifying and notifying crime victims of the availability of the victim compensation fund, assisting with the application forms and procedures, obtaining necessary documents, and/or checking on claim status.

49. Grant File:

Applicant must maintain a grant file containing all grant-related documents, such as the grant agreement, monthly financial reports, monthly progress reports, and any grant-related correspondence. In some situations, the project site maybe at a different location than the official sub- grantee. Therefore, an official grant file should be maintained by both the official sub-grantee and the project site. These records are to be available at any time for review by DJCS.

50. Administrative Manual:

All pertinent information in regard to the Victim of Crime Act and amendments and all applicable federal and state laws, orders, circulars and regulations are updated and

maintained in the appropriate administrative manual by sub-grantees and should be downloaded on the Project Director's computer, a copy provided by DJCS or have a hard copy available.

51. Travel/Training:

Any applicant receiving VOCA Grant funding for training must submit in writing to DJCS all request for training in writing for pre-approval of all training. Also, for any VOCA grant-funded staff position who attends any training workshop or conference must submit a written narrative identifying the training, its purpose, agenda, what specific workshops were attended, and the useful information obtained that will assist in implementing the VOCA grant project in the request for pre-approval for training. **All training must be approved in advance by DJCS** by submitting a written request (from project director) identifying the staff person who will be attending, the name of the conference and purpose, costs that are related to training and for reimbursement (this is based on availability of funds) and attaching a brochure and the agenda.

Please note – sub-grantee representatives (project director and VOCA-funded staff positions/volunteers) may be required to attend training workshops deemed critical by DJCS.

52. VOCA Funded Training Events:

All agenda topics and trainers must be pre-approved by DJCS for any training events (conferences, workshops, symposiums, etc.) paid for with VOCA funds. A written request must be submitted to DJCS **90** days prior to entering into any agreements, for agenda topics, speakers, and/or trainers. The request must include workshop descriptions and speaker biographies. All state agencies are required to work with the WV Coalition Against Domestic Violence and/or the WV Foundation for Rape Information and Services in acquiring appropriate speakers prior to the conference.

Please note – all VOCA funded training events must include an evaluation component and the results of the evaluations must be submitted to DJCS with the corresponding monthly report. A certificate and/or certification must be provided that participants actually attended training in order to be reimbursed for training. They must include a sign-in sheet of participants to DJCS.

Any training or training materials that the subrecipient ("subgrantee") at any tier-- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Sub grantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of

attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide.

53. Interagency Agreements:

Sub-grantee must participate in training and begin the to develop a formal inter-agency agreement with all Victim Service Providers in their service area/region. The inter-agency agreements will include mission statements of all victim service providers, referral process, how gaps in services will be addressed, how services will not be duplicated. Copies of interagency agreements will be submitted with future applications.

54. Hiring, Firing and Grievance Procedures:

Hiring, firing and grievance procedures outlined in the grant application should be followed in hiring and firing VOCA grant-funded staff positions. Staff hired must meet the qualifications outlined in the job description for the position. DJCS is to be advised in writing if there are any difficulties in filling VOCA grant- funded staff positions.

55. Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

Applicants and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as

amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

56. Ensuring Victims' Rights:

All funded programs/agencies will practice a "Victim Centered Approach". They are required to inform victims of their rights and ensure victims are afforded their rights.

57. Activities That May Compromise Victim Safety:

Applicants are strongly discouraged from proposing projects or supporting programs that include any activities that may compromise victim safety as outlined in the Victim of Crime Act.

58. Audits:

All programs that meet the Audit Requirement under §200.501(a) will submit a copy of an audit to DJCS. Programs who complete an audit for other purposes must submit a copy of the audit within 30 days of completion. Additionally, programs who are not required to submit an audit under §12-4-14 are still required to submit a copy of an audit or an annual internal financial review to the Program Administrator at DJCS, showing the total budget expenditures and revenues from all sources for the prior year, along with a systematic method for timely and appropriate resolution of findings and/or recommendations.

The recipient understands and agrees that the DOJ awarding agency (OJP or OWW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

59. Board of Directors/Advisory Boards:

Non-profit agencies are required to maintain a Board of Directors that will meet at least quarterly to review the status of grant objectives, to develop strategies for resolving any problems or barriers, and to perform periodic evaluations. Board Meeting minutes

must be submitted with corresponding monthly reports. All state and local government agencies must submit any county commission minutes at a minimum of quarterly (which discuss the sub- grant or VOCA staff) or advisory board meeting minutes with the corresponding monthly reports.

60. Printed Materials:

Any brochures or materials printed with VOCA funds must be submitted to DJCS 30 days for pre-approval prior to printing. Subgrantee's that were awarded funding for brochures must submit a copy of the brochure to DJCS for pre-approval prior to printing and all brochures must be purchased within the first quarter of the grant cycle or the funds may be deobligated.

61. Debarment:

Any funded agency that is debarred with the State of West Virginia or Federally must inform DJCS in writing within 30 days of becoming debarred and have a plan of action stating the steps to address this issue. Funds will be frozen, and the sub-grantee has 30 days to address this issue and then funds may be deobligated.

62. Text Messaging:

Applicant and all funded agencies will develop and implement a written policy which bans employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

63. Volunteers:

The applicant must utilize at least one volunteer during the grant period for VOCA allowable activities, as well as VOCA-funded staff to implement the grant project. All sub-grantees will be required to submit a volunteer timesheet quarterly. If a timesheet is not submitted, DJCS may hold funds until it is submitted.

64. Minimum Training Requirement:

All funded VOCA staff **will be required** to complete eight (8) hours per grant year of pre- approved victim assistance training. They must submit a certificate showing they completed this training. If this is not completed by June 30th the sub-grantee must submit in writing why they have not attended a training; when they will attend and what type of training they plan to attend to DJCS. This will be reviewed for compliance at grant reviews and funding may be cut due to non-compliance.

65. Network Policy & Protections

All subgrantee's must have a policy that prohibits the viewing, downloading, and/or exchanging of pornographic material. Subgrantee's understand and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

66. VOCA Guidelines:

The Recipient assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404 (a)(2) and 1404 (b) (1) and (2), 42 U.S.C. 10603(a)(2) and (b) (1) and (2) and the applicable program guidelines and regulations; as required.

Specifically, the recipient certifies that funds under this sub-award will a) eligible victim assistance organizations 42 U.S.C. 1063 (a)(2); b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance; and c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 1063(a)(2)(A) and 42 U.S.C. 1063 (a)(2)(B) to, at a minimum assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes identified by the State.

67. Project Director & Fiscal Officer Monitoring Requirement:

The recipient acknowledges that the Project Director and Fiscal Officer of the grant are REQUIRED to be in attendance for the DJCS on-site monitoring visit.

68. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for subrecipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 20 13), available at http://www.ojp.usdoj.gov/abouu/ocr/pdfs/UseofConviction_Advisory.pdf. Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, subrecipients should consult local counsel in reviewing their employment practices. If warranted, subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

69. Funds:

Subgrantee's that are awarded an increase in Personnel/Contractual must apply the approved raises in salary within the first quarter of the grant cycle or the increased funds may be deobligated.

Subgrantee's that are awarded "Other" funding for general office supplies must purchase supplies quarterly or the funds may be deobligated. Trinkets are not allowable.

Subgrantee's that are awarded "Other" funding for computers and/or office equipment must purchase the approved items within the first quarter of the grant cycle or funds may be deobligated.

Subgrantees awarded Travel/Training funding for Cab or Bus Vouchers or Other funds for Clothing Vouchers, must submit the DJCS Tracking Form, corresponding Invoices, and Proof of Payment to be reimbursed. Be advised DJCS will ONLY reimburse for those Vouchers that have been used by Victims of Crime and are appropriately documented on the required form and have been approved in the subgrantee's budget for this purpose.

70. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of

Justice Programs (OJP) website at
<http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subgrantee is to contact DJCS and OJP promptly for clarification.

I.) Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award.

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

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

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

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

71. Outstanding Audit Issues

The subgrantee understands and agrees that DJCS and/or OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

72. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

73. In-direct Costs:

A subgrantee that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R.200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC). All applicants/sub-grantees requesting in-direct costs must provide a spreadsheet showing how the indirect cost rate was determined. Indirect costs cannot be transferred or moved to direct costs within the current budget.

74. Fraud

The recipient must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

75. Restrictions and certifications regarding non-disclosure agreements and related matters

No subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subgrantee --

a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subgrantee does or is authorized to make subawards or contracts under this award -- a) it represents that --

1) it has determined that no other entity that the recipient's application proposes may or will receive award funds

(whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

76. Performance Measures

The subgrantee must collect, maintain, and provide to DJCS & OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws. The subgrantee agrees to submit performance reports on the performance metrics identified by DJCS and OVC, and in the time and manner required by DJCS & OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

77. Non-Profit Financial Statements and Status Certifications:

All non-profit subgrantees of VOCA Assistance funding under this award are required to make their financial statements available online (either on the subgrantees, or another publicly available website). OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

All non-profit subgrantees of VOCA Assistance funding under this award are required to certify their non-profit status. Subgrantees may certify their non-profit status by submitting a statement to DJCS (to be placed in the grant file) affirmatively asserting that the subgrantee a non-profit organization, and indicating that it has on file, and available upon audit, either – 1) a copy of the recipient's 501(c)(3) designation letter; 2) a letter from the recipient's state/territory taxing body or state/territory attorney general stating that the recipient is a non-profit organization operating within the state/territory; or 3) a copy of the recipient's state/territory certificate of incorporation that substantiates its non-profit status. Subgrantees that are local non-profit affiliates of state/territory or national non-profits should have available proof of (1), (2) or (3), and a statement by the state/territory or national parent organization that the recipient is a local non-profit affiliate

78. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used {in whole or in part} for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify DJCS and the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DJCS or the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

79. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award).

The subrecipient ("subgrantees"), at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting

requirements and OJP authority to terminate award)), and are incorporated by reference here.

80. High-Risk Grantee

The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or DJCS, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high-risk" for purposes of the DJCS or DOJ high-risk grantee list.

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

81. Civil Rights and Non-Discrimination

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient ("sub grantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a

number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

82. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.) Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

83. Compliance with general appropriations-law restrictions on the use of federal funds

The subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact DJCS and OJP for guidance and may not proceed without the express prior written approval of DJCS and OJP.

84. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

85. Office for Victims of Crime (OVC) and/or Office of the Chief Financial Officer (OCFO) Authorization

The subgrantee authorizes DJCS and the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. DJCS will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

86. Match

Subgrantees that are awarded \$100,000 or more for the grant period must submit Match on a Monthly Basis.

87. Mandatory Technical Assistance Training

All Subgrantees are required to send at least one representative to DJCS Mandatory Technical Assistance Training. The person(s) attending the training must be able to adequately train other VOCA funded staff on changes in reporting requirements and the correct way to collect and report data for the Subgrant Award Report and VOCA Performance Measures.

88. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a

procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)) and are incorporated by reference here.

89. Compliance with general appropriations – law restrictions on the use of federal funds

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

90. ACORN

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

91. Non-discrimination of Students

The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

92. Providing Services to Limited English Proficiency (LEP) Individuals:

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

93. Reclassification of various statutory provisions to a new Title 34 of the United States Code:

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

94. Requirements related to System for Award Management and Universal Identifier Requirements:

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

95. Demographic Data:

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

96. National Environmental Policy Act:

The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

97. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS:

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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.

David Blair Couch President

Printed/Typed Authorized Official Name

[Signature]

SIGNATURE (Original) of Authorized Official

10/25/18

DATE

Toni Tiano

Printed/Typed Project Director Name

D. C. Diao

SIGNATURE (Original) of Project Director

10/25/18

DATE



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

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

2. Application Number and/or Project Name

16-VA-114

3. Grantee IRS/Vendor Number

556 000 417

4. Typed Name and Title of Authorized Representative

David Blair Couch, President, Wood County Commission

5. Signature



6. Date

10/25/18

Mark Rhodes
WOOD COUNTY 10:57:17 AM
Instrument No 8805354
Date Recorded 10/25/2018
Document Type COO
Pages Recorded 33
Book Page 75-21

OCTOBER 25, 2018

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 F18-HS-03-402. SAID REQUEST IS IN THE AMOUNT OF \$5,156.64

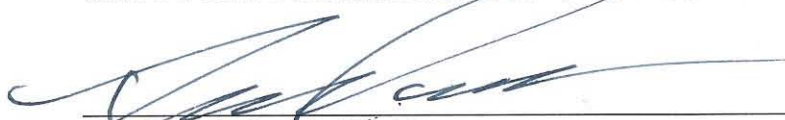
ORDER

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James Colombo 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 sign the Request for Reimbursement in regard to the Governor's Highway Safety Program Grant Number F18-HS-03-402. The Request for Reimbursement is in the amount of five thousand one hundred fifty-six dollars and sixty-four cents (\$5,156.64) for the month of September, 2018. The Request for Reimbursement form, the Project Financial Report, time sheets for the Parkersburg Police Department, the Ritchie County Sheriff's Department, and the Monthly Progress Report have been submitted.

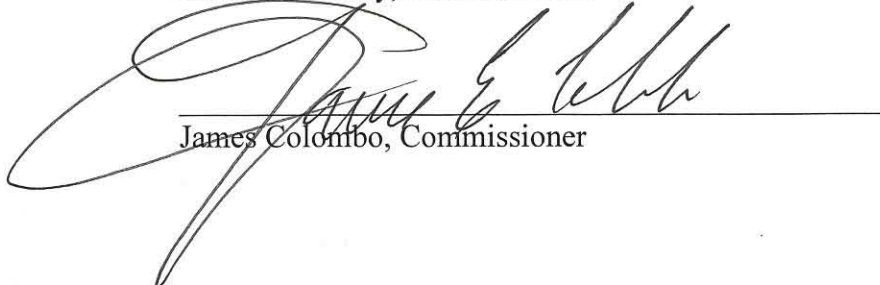
A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof. Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Robert K. Tebay, Commissioner


James Colombo, Commissioner

M/4015

OCTOBER 25, 2018

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 F18-HS-03-DOHDD. SAID REQUEST IS IN THE AMOUNT OF \$1,206.50

ORDER

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James Colombo 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 sign the Request for Reimbursement in regard to the Governor's Highway Safety Program Grant Number F18-HS-03-DOHDD. The Request for Reimbursement is in the amount of one thousand two hundred six dollars and fifty cents (\$1,206.50) for the month of September, 2018. The Request for Reimbursement form, the Project Financial Report, time sheets for the Parkersburg Police Department, and the Monthly Progress Report have been submitted.

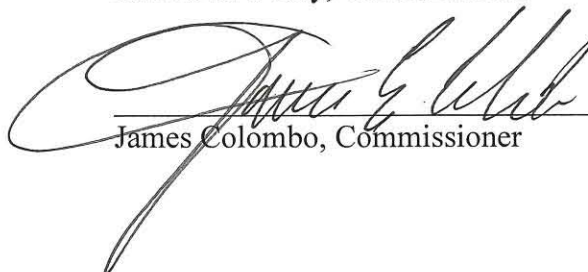
A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof. Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President

Robert K. Tebay, Commissioner


James Colombo, Commissioner

GOVERNOR'S HIGHWAY SAFETY PROGRAM

5707 MacCorkle Avenue SE

P. O. Box 17600

Charleston, West Virginia 25317-0010

Telephone: (304) 926-2509

Fax: (304) 926-3880

REQUEST FOR REIMBURSEMENT

(For GHSP Use Only)	Sub-Grantee:	Wood County Commission
	Address:	One Court Square, Suite 203 Parkersburg, WV 26101
	P. O. Number	MV1803DOHDD
	Grant Number:	F18-HS-03-DOHDD
	FEIN Number:	556 000 417
	Funds are hereby requested to cover expenditures For the period of: 9/1/18 - 9/30/18	

PROJECT CASH EXPENDITURES

Account Number	Amount
	\$1,206.50
TOTAL	\$1,206.50

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

10/25/2018

(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

Mark Rhodes
WOOD County 10:51:35 AM
Instrument No 8805303
Date Recorded 10/25/2018
Document Type COO
Pages Recorded 2
Book-Page 75-21

OCTOBER 25, 2018

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 F18-HS-03-405b. SAID REQUEST IS IN THE AMOUNT OF \$641.06.


ORDER

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James Colombo 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 sign the Request for Reimbursement in regard to the Governor's Highway Safety Program Grant Number F18-HS-03-405b. The Request for Reimbursement is in the amount of six hundred forty-one dollars and six cents (\$641.06) for the month of September, 2018. The Request for Reimbursement form, the Project Financial Report, time sheets for the Jackson County Sheriff's Office, the Ritchie County Sheriff's Department and the Monthly Progress Report have been submitted.

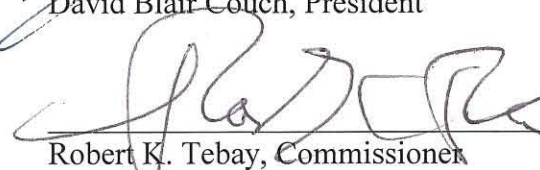
A copy of the Request for Reimbursement is attached to this Order and should be made a part thereof. Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

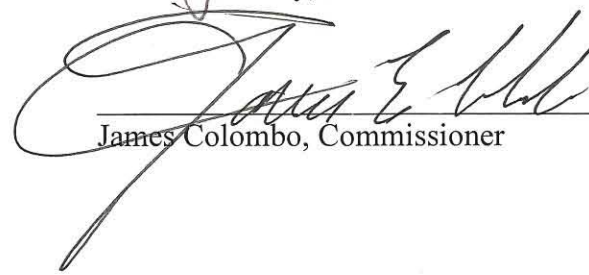
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

M/4017

GOVERNOR'S HIGHWAY SAFETY PROGRAM

5707 MacCorkle Avenue SE

P. O. Box 17600

Charleston, West Virginia 25317-0010

Telephone: (304) 926-2509

Fax: (304) 926-3880

REQUEST FOR REIMBURSEMENT

(For GHSP Use Only)	Sub-Grantee:	Wood County Commission
	Address:	One Court Square, Suite 203 Parkersburg, WV 26101
	P. O. Number	MV1803405b
	Grant Number:	F18-HS-03-405b
	FEIN Number:	556 000 417
	Funds are hereby requested to cover expenditures For the period of: 9/1/18 - 9/30/18	

PROJECT CASH EXPENDITURES

Account Number	Amount
	\$641.06
TOTAL	\$641.06

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

10/25/2018

(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

Mark Rhodes
WOOD County 10:12:58 AM
Instrument No 8805346
Date Recorded 10/25/2018
Document Type 000
Pages Recorded 2
Book-Page 75-21

OCTOBER 25, 2018

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 F18-HS-03-405d. SAID REQUEST IS IN THE AMOUNT OF \$4,421.53


ORDER

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James Colombo 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 sign the Request for Reimbursement in regard to the Governor's Highway Safety Program Grant Number F18-HS-03-405d. The Request for Reimbursement is in the amount of four thousand four hundred twenty-one dollars and fifty-three cents (\$4,421.53) for the month of September, 2018. The Request for Reimbursement form, the Project Financial Report, time sheets for the Jackson County Sheriff's Department, the Parkersburg Police Department, 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


Robert K. Tebay, Commissioner


James Colombo, Commissioner

M/4018

GOVERNOR'S HIGHWAY SAFETY PROGRAM

5707 MacCorkle Avenue SE

P. O. Box 17600

Charleston, West Virginia 25317-0010

Telephone: (304) 926-2509

Fax: (304) 926-3880

REQUEST FOR REIMBURSEMENT

(For GHSP Use Only)	Sub-Grantee:	Wood County Commission
	Address:	One Court Square, Suite 203 Parkersburg, WV 26101
	P. O. Number	MV1803405d
	Grant Number:	F18-HS-03-405d
	FEIN Number:	556 000 417
	Funds are hereby requested to cover expenditures For the period of:	9/1/18 - 9/30/18

PROJECT CASH EXPENDITURES

Account Number	Amount
	\$4,421.53
TOTAL	\$4,421.53

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 [Signature] 10/25/2018
(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

Mark Rhodes
WOOD County 10:48:40 AM
Instrument No 8805351
Date Recorded 10/25/2018
Document Type 000
Pages Recorded 2
Book-Page 75-21

OCTOBER 25, 2018

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY EXECUTE A
RESOLUTION AFFIRMING THE WOOD COUNTY
DEVELOPMENT AUTHORITY AS THE LEAD ECONOMIC
DEVELOPING ORGANIZATION REPRESENTING THE WOOD
COUNTY COMMISSION.

ORDER

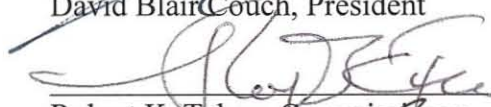
On this date, upon a motion made, seconded and passed, did hereby EXECUTE a
Resolution affirming the Wood County Development Authority as the Lead Economic
Developing Organization representing the Wood County Commission.

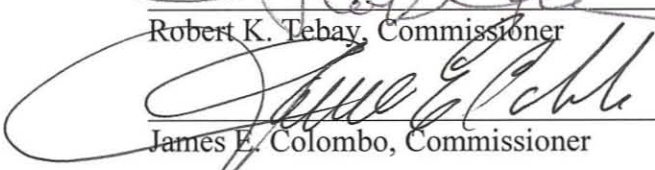
A copy of said Resolution is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Robert K. Tebay, Commissioner


James E. Colombo, Commissioner

M/4021

Mark Rhodes
WOOD COUNTY 10:23:15 AM
Instrument No 8805350
Date Recorded 10/25/2018
Document Type 000
Pages Recorded 2
Book-Page 75-21

OCTOBER 25, 2018

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

RESOLUTION



A RESOLUTION AFFIRMING THE WOOD COUNTY DEVELOPMENT AUTHORITY AS THE LEAD ECONOMIC DEVELOPING ORGANIZATION REPRESENTING THE WOOD COUNTY COMMISSION.

IT IS HEREBY RESOLVED, that the County Commission of Wood County, after review and deliberation, does affirm its interest in participating actively in the Local Economic Development Grant Program as sponsored and implemented by the West Virginia Development Office.

IT IS FURTHER RESOLVED, that the Commission assign to the Wood County Development Authority the responsibility for the pursuit of certification and the preparation of any documentation considered relevant to the attainment and retention of this worthy and valued community status.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner