

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

NO. 1 COURT SQUARE, SUITE 203  
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD  
MONDAY, JULY 1, 2024

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

**AGENDA AND DISCUSSION ITEMS**

At 9:30 A.M., the County Commission met with Brian Lee and Amber Stover. They discussed a possible ballfield Mr. Lee wants to build for people with disabilities.

At 10:00 A.M., Patrick Lefebure, Prosecuting Attorney for Wood County presented unto the County Commission of Wood County, an Application in which it is requested that the Honorable James C. Justice, II, Governor of the State of West Virginia, issue a requisition on the Governor of the State of Ohio for the extradition of James David Still, who stands charged with Possession of a Controlled Substance with Intent to Deliver, Possession of a Controlled Substance with Intent to Deliver and Use or Presentation of a Firearm During the Commission of a Felony, which offenses were committed in the County of Wood, in the State of West Virginia, on or about October 11, 2019, and who is now a fugitive from justice of this State, and is now within the jurisdiction of the State of Ohio, in the County of Crawford. The County Commission, upon a motion made by James E. Colombo, seconded by Robert Tebay and made

unanimous by David Blair Couch, authorized David Blair Couch, in his official capacity as President, to sign the Application. (Order A/2978)

The County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, did hereby RECEIVE the Grant Award for a Batterer Intervention and Prevention Program (BIPP) Training Grant, No. 24-BIPP-29 with the West Virginia Division of Administrative Services, Justice and Community Services Section. Said Grant Award is in the amount of nine hundred ninety-five and zero cents (\$995.00). (Order A/2975)

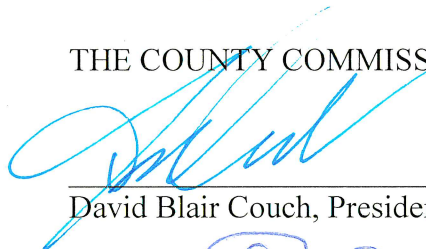
Having no further scheduled appointments or business to attend to, the County Commission adjourned at 10:20 A.M.

**ORDERS APPROVED AND ATTACHED TO THESE MINUTES**

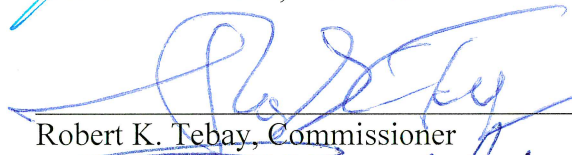
A/2975, A/2978

APPROVED:

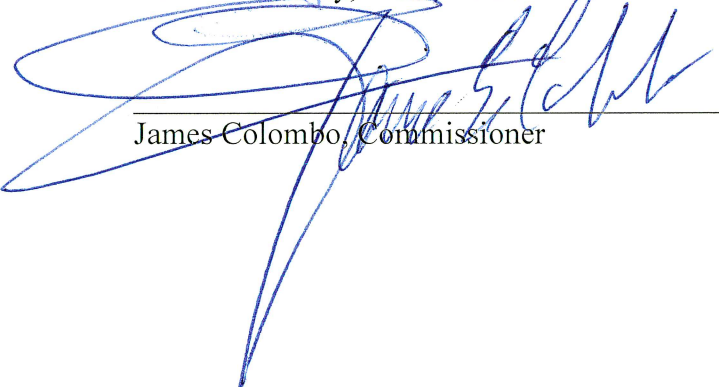
THE COUNTY COMMISSION OF WOOD COUNTY



\_\_\_\_\_  
David Blair Couch, President



\_\_\_\_\_  
Robert K. Tebay, Commissioner



\_\_\_\_\_  
James Colombo, Commissioner

Wood County Commission Meeting  
Held July 1, 2024

Please Print

1.	Brian Lee	leroy42@hotmail.com
2.	Amber Stover	amber.n.stover@gmail.com
3.	Norm Payne	normpayne@hotmail.com
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Wood County Commission  
Agenda

July 1, 2024 | 9:30 A.M.  
1 Court Square Suite 203  
Parkersburg, WV 26101

9:30 A.M.	Miracle League of the Mid-Ohio Valley - discuss Community Project for an inclusive baseball field	Brian Lee, Vice President
	Consider signing the Application of the Prosecuting Attorney for the Extradition of James D. Still	
	Administrator's Report	Marty Seufer, County Administrator
	County Commission Reports	

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

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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

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**Discussion, Review and Approval of the following items may be included during this meeting and are available for public inspection in the Office of the County Administrator two days prior to this meeting.**

**Budget revisions**

**Purchase orders and requisitions**

**Revisions, reimbursement requests, resolutions and correspondence for grants**

**Grant disbursements to other entities**

**Invoices for expenditures to be paid**

**Reimbursements for travel expenses**

**Bid specifications and procedures for bids previously authorized by the Commission**

**Monthly Hotel Occupancy Tax Collection disbursements**

**Disbursements for previously approved Innovative Programming Grants**

**Tax refunds, exonerations, improprieties and consolidations**

**Probate items, including settlements, petitions and Fiduciary Commissioner reports**

**General Fund disbursements to entities**

**Funding requests from local organizations by written form**

**Payroll modification as submitted by elected officials**

JULY 1, 2024

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF THE  
GRANT AWARD FOR A COMMUNITY CORRECTIONS  
GRANT NO. 24-BIPP-29.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo and made unanimous by David Blair Couch, did hereby RECEIVE the Grant Award for a Batterer Intervention and Prevention Program (BIPP) Training Grant, No. 24-BIPP-29 with the West Virginia Division of Administrative Services, Justice and Community Services Section. Said Grant Award is in the amount of nine hundred ninety-five and zero cents (\$995.00).

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

APPROVED:

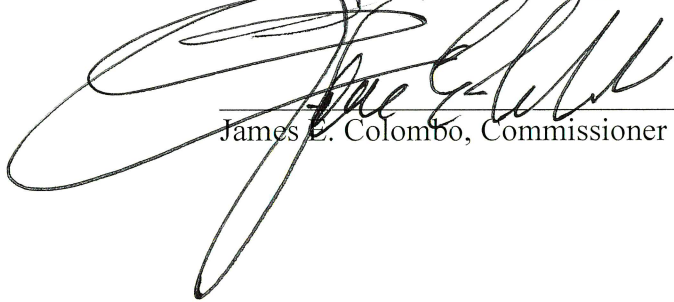
THE COUNTY COMMISSION OF WOOD COUNTY



\_\_\_\_\_  
David Blair Couch, President



\_\_\_\_\_  
Robert K. Tebay, Commissioner



\_\_\_\_\_  
James E. Colombo, Commissioner

A/2975

STATE OF WEST VIRGINIA  
 DIVISION OF ADMINISTRATIVE SERVICES  
 JUSTICE AND COMMUNITY SERVICES

**GRANT AWARD**

<b>CFDA Number:</b> N/A	<b>Grant Number:</b> 24-BIPP-29
<b>Payment Number:</b> N/A	<b>State Acct. No:</b> 0546-2024-9920-56100
<b>Fiscal Year:</b> 2024	<b>Program Name:</b> BIPP Training
<b>Grant Period:</b> From: June 1, 2024 To: June 30, 2025	
<b>Project Name:</b> Batterer Intervention & Prevention Program (BIPP) Training	
<b>Grant ID:</b> Community Corrections Funds	
<b>Project Number:</b> 24-BIPP-29	

<b>Commitment #</b> 24-BIPP-29	<b>Vendor #</b> 212365
<b>Grantee Name &amp; Address:</b>  WOOD CO COMMISSION 1 COURT SQ STE 203 PARKERSBURG, WEST VIRGINIA 26101	<b>F.E.I.N.</b> 55-6000417

**Project Description**

Implement the project described in the attached agreement.

**Change Orders**

<u>Number:</u>	<u>Date:</u>	<u>Purpose:</u>

TERMS AND CONDITIONS ARE ON FILE IN THE DIVISION OF ADMINISTRATIVE SERVICES, JUSTICE AND COMMUNITY SERVICES AND AVAILABLE FOR INSPECTION. A COPY OF THE ORIGINAL AGREEMENT IS ATTACHED TO TRANSMITTAL \_\_\_\_\_, PROCESSED ON OR ABOUT \_\_\_\_\_ .  
 PAYMENT NUMBER \_\_\_\_\_ .

**TOTAL AMOUNT OF THE AWARD**  
**\$995.00**

Authorized Signature:   
 Marty A. Hatfield  
 Assistant Director  
 Justice & Community Services

Date: June 1, 2024

# **GRANT CONTRACT AGREEMENT**

**BETWEEN**

**DIVISION OF ADMINISTRATIVE SERVICES  
JUSTICE AND COMMUNITY SERVICES SECTION  
AND THE  
WOOD COUNTY COMMISSION**

## **24-BIPP-29**

This **AGREEMENT**, entered into this **1<sup>st</sup> Day of June 2024** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Wood County Commission, hereinafter referred to as "Grantee."

**WHEREAS** JCS is the recipient of Community Corrections Grant Funds from the State of West Virginia; and

**WHEREAS** the Grantee is an eligible applicant who is desirous of receiving funds for: **These funds will be used to complete Batterer Intervention and Prevention Program (BIPP) Training offered through Domestic Abuse Intervention Programs (DAIP).**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached.
4. The Grantee will commence its duties under the Agreement on **June 1, 2024** and shall continue those services/activities until **June 30, 2025**. 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 **\$995.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. JCS has determined that the program **will** receive an upfront scheduled allocation of funds.



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

16. The parties hereto agree that notice shall be given electronically to the appropriate agency email addresses.
17. The Grantee shall hold and save JCS and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Grantee.

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



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David Blair Couch  
President  
Wood County Commission



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Marty A. Hatfield  
Assistant Director  
Justice and Community Services Section



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

The following Schedule of Payments is hereby recognized and adopted by the Wood County Commission.

Project Number: 24-BIPP-29

Total Award: \$995.00

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	6/1/2024	\$995.00

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

David Blair Couch  
President  
Wood County Commission

<b>Batterer Intervention &amp; Prevention Program (BIPP) Training</b>	<b>Budget Summary Page 2</b>
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Applicant: <b>Wood County Commission</b>	FEIN Number: <b>55-6000417</b>
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Category	BIPP Requested Funds	Other Funds	Total Budget
Personnel / Contractual	\$0.00	\$0.00	\$0.00
Travel / Training	\$995.00	\$0.00	\$995.00
Equipment	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$995.00</b>	<b>\$0.00</b>	<b>\$995.00</b>

Funding Strategy

Funding Source(s)	Amount	Status
BIPP Training Funds	\$995.00	P
<b>Total</b>		

Funding Source - Separately list each source of funds that will be used in the program.

Amount - Enter the amount received or anticipated for each

Status - Indicate the status of each funding source of funds as follows:

- P – Projected grant, loan, or donation
- A – Application submitted and under review
- C – Funds Committed
- R – Funds received, appropriated or on hand

<b>Batterer Intervention &amp; Prevention Program (BIPP) Training</b>	<b>Budget Detail Page 3</b>
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Detailed Project Cost by Budget Category	Requested BIPP Funds	Other Funds	Recommendation
<u>Travel / Training</u> Creating a Process of Change for Men Who Batter – Comprehensive Training through Domestic Abuse Intervention Programs (DAIP) at \$995/staff member x 1 staff member	\$995.00		JCS Use Only
<b>Total Requested BIPP Funds</b>	<b>\$995.00</b>		
<b>Total Other Funds</b>		<b>\$0.00</b>	
<b>Total of Recommendation (JCS Only)</b>			



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

Effective: July 23, 2019  
Revision History: Method of correspondence changed to electronic on March 15, 2023.  
§12-4-14 reporting requirements added on September 11, 2023.  
§15-9B-3 requirements added on February 14, 2024.  
Condition #46 added on April 27, 2024.

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

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be emailed to the designated JCS Program Specialist.

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

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

sources; further, funds received on an upfront basis from JCS for one program may not be commingled with funds received on an upfront basis for another JCS program.

9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **COMPLIANCE WITH WV CODE §12-4-14:** The grantee agrees to comply with §12-4-14 of the West Virginia Code, also known as the West Virginia Grant Transparency and Accountability Act. This Act is intended to develop a coordinated, nonredundant process for the effective oversight and monitoring of grant recipients, thereby ensuring quality programs, and limiting fraud, waste, and abuse.
11. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal, or otherwise) before those changes are executed.
12. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
13. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
14. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
15. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148-CSR-1 of the West Virginia Code.
16. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
17. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.



18. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
19. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
20. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
21. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
22. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
23. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
24. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
25. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
26. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
27. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient

purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

28. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
29. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation, and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
30. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
31. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
32. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code § 6B-1-1 through 6B-3-11).
33. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in

the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

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

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

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

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

Additionally, the grantee agrees to comply with 101-CSR-1 of the West Virginia Code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities, and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

- 37. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.

38. **USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
  - b. To provide a complete copy of the computer programs and documentation, upon request, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
  - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
  - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
39. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
40. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
41. **VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.
42. **IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
43. **POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C.

employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.

44. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).
45. **COMPLIANCE WITH WV CODE §15-9B-3:** If applicable, the grantee agrees to comply with §15-9B-3 of the West Virginia Code. Effective July 1, 2025, any Victims of Crime Act (VOCA) Victim Assistance Program and/or STOP Violence Against Women Formula Grant Program (VAWA) applicant operating in a county without a written plan for accessing sexual assault forensic exams that is approved by the Sexual Assault Forensic Examination Commission will be ineligible to receive VOCA and/or VAWA grant funds.
46. **DETERMINATION OF SUITABILITY REQUIRED, IN ADVANCE, FOR CERTAIN INDIVIDUALS WHO MAY INTERACT WITH PARTICIPATING MINORS:** The following award condition is incorporated by reference into many Department of Justice, Office of Justice Program (OJP) awards, starting in calendar year 2019. This condition applies to this award if it is indicated -- in the application for the award (as approved by JCS), the DOJ or JCS funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the DOJ/OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

Authorized Official [please print]:

DAVID BLAIR Couch

Authorized Official Signature:



Date:

5-27-24

Wood County  
Joe Gonzales, Clerk  
Instrument 8837064  
07/01/2024 @ 02:08:34 PM  
CLERK'S COMMISSION ORDER  
Book 78 @ Page 812  
Pages Recorded 16

JULY 1, 2024

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: PATRICK LEFEBURE, PROSECUTING ATTORNEY FOR WOOD COUNTY, PRESENTED AN APPLICATION IN WHICH IT IS REQUESTED THAT THE GOVERNOR OF WV ISSUE A REQUISITION ON THE GOVERNOR OF OHIO FOR THE EXTRADITION OF JAMES DAVID STILL.

**ORDER**

On this date, came Patrick Lefebure, Prosecuting Attorney for Wood County and presented unto the County Commission of Wood County, an Application in which it is requested that the Honorable James C. Justice, II, Governor of the State of West Virginia, issue a requisition on the Governor of the State of Ohio for the extradition of James David Still, who stands charged with Possession of a Controlled Substance with Intent to Deliver, Possession of a Controlled Substance with Intent to Deliver and Use or Presentation of a Firearm During the Commission of a Felony, which offenses were committed in the County of Wood, in the State of West Virginia, on or about October 11, 2019, and who is now a fugitive from justice of this State, and is now within the jurisdiction of the State of Ohio, in the County of Crawford. The County Commission, upon a motion made by James E. Colombo, seconded by Robert Tebay and made unanimous by David Blair Couch, authorized David Blair Couch, in his official capacity as President, to sign the Application.

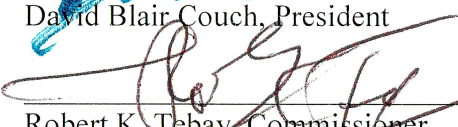
A copy of the said Application is on file in the Office of the County Administrator.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY



\_\_\_\_\_  
David Blair Couch, President



\_\_\_\_\_  
Robert K. Tebay, Commissioner



\_\_\_\_\_  
James E. Colombo, Commissioner

A/2978

**APPLICATION OF PROSECUTING ATTORNEY**

**OFFICE OF THE PROSECUTING ATTORNEY  
OF WOOD COUNTY, WEST VIRGINIA**

To the Honorable James C. Justice, II

**GOVERNOR OF THE STATE OF WEST VIRGINIA**

I have the honor to request that you issue a requisition to the Governor of the State of Ohio for the extradition of JAMES DAVID STILL who stands charged with *Possession of a Controlled Substance with Intent to Deliver, West Virginia Code 60A-4-401(a)(i) and 60A-4-415(b)(3), Possession of a Controlled Substance with Intent to Deliver, West Virginia Code 60A-4-401(a)(i) and Use or Presentation of a Firearm During the Commission of a Felony, West Virginia Code 61-7-15a*, which offenses were committed in the County of Wood, of this State, on or about October 11, 2019, and who is now a fugitive from justice of this State and, as I am informed, is now within the jurisdiction of the said State of Ohio, in the County of Crawford. The date of birth of said JAMES DAVID STILL, is 06/23/1991; social security number [REDACTED], a white male, 6'1".

**I HEREBY CERTIFY:**

1. That the full name of the person for whom requisition is asked is James David Still who will be hereinafter referred to as said accused.
2. That said accused was personally and physically present in this State at the time of the commission of said crimes, and to avoid arrest and prosecution, fled from the jurisdiction of this State.

3. That in my opinion the ends of public justice require said accused to be brought to this State for trial at the public expense, and I believe I have sufficient evidence to secure the conviction of said accused of said crimes.

4. That this request is made in good faith and not for the purpose of collecting a debt or for any private purpose whatever, and if the requisition now applied for be granted, criminal proceedings shall not be used for any of said objects.

5. That no former application for a requisition for said accused, growing out of the same transaction, has been made.

I annex hereto a certified copy of the Complaint against him with affidavit to the facts thereof by a person having actual knowledge thereof.

I respectfully recommend the Parkersburg Narcotics Task Force, or their duly authorized agents, as a proper person to be appointed as agent to bring said accused to this State, and certify said proposed agent has no private interest in the arrest and bringing to this State said accused.

Respectfully submitted,



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Patrick O. Lefebure  
Prosecuting Attorney, Wood County, West Virginia

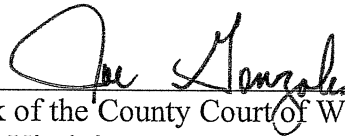


**STATE OF WEST VIRGINIA,  
COUNTY OF WOOD, TO-WIT:**

I, JOE GONZALES, Clerk of the County Court of said County, do hereby certify that PATRICK O. LEFEBURE, whose signature as Prosecuting Attorney is affixed to the accompanying application for requisition, was at the date thereof, the duly elected and qualified Prosecuting Attorney in and for said County, and that I am acquainted with his handwriting, and believe the signature to the accompanying application for requisition to be genuine.

Given under my hand and seal of the said Court, at Parkersburg, West Virginia, this

1<sup>ST</sup> day of July, 2024.




\_\_\_\_\_  
Clerk of the County Court of Wood County,  
West Virginia

**STATE OF WEST VIRGINIA  
COUNTY OF WOOD, TO-WIT:**

I, BLAIR COUCH, President of the County Court of Wood County, in the State of West Virginia, do certify that JOE GONZALES, by whom the aforesaid record and certificate were made and given, and who in his own handwriting has thereunto subscribed his name and has thereto affixed the seal of the County Court in and for the County of Wood, in the State of West Virginia, was at the time of so doing, and now is, Clerk of said County Court in and for Wood County, to all whose acts as such full faith and credit are due and given, and that the said record and certificate are in due form and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand this 15<sup>th</sup> day of July, in the year of our Lord two thousand and twenty-four.

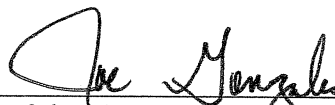


\_\_\_\_\_  
President of the County Court of Wood County,  
West Virginia

**STATE OF WEST VIRGINIA,  
COUNTY OF WOOD, TO-WIT:**

I, JOE GONZALES, Clerk of the County Court of Wood County, in the State of West Virginia, do hereby certify that BLAIR COUCH, by whom the foregoing certificate was made and given, and who in his own proper handwriting has thereunto subscribed his name, was at the time of doing so, and now is, President of said County Court in and for the County of Wood, in the State of West Virginia, duly commissioned and qualified, to all whose acts as such full faith and credit are due and given as well in courts of judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of County Court, this 1<sup>st</sup> day of JULY, in the year of our Lord two thousand and twenty-four.



---

Clerk of the County Court of Wood County,  
West Virginia

**AFFIDAVIT OF PROSECUTING ATTORNEY**

**STATE OF WEST VIRGINIA,  
WOOD COUNTY,**

I, PATRICK O. LEFEBURE, having been duly sworn, depose and say that I am the Prosecuting Attorney of the County aforesaid; that the person is charged by warrant (duly authenticated copies of which are attached hereto) with the crime of *Possession of a Controlled Substance with Intent to Deliver, Possession of a Controlled Substance with Intent to Deliver, and Use or Presentation of a Firearm During the Commission of a Felony* and that he is a fugitive from justice; and that the foregoing application to the Governor of West Virginia for a requisition for his extradition is made in good faith for the punishment of crime, and not for the purpose of collecting a debt or pecuniary mulct, or of removing him to a foreign jurisdiction with a view there to serve him with civil process.



\_\_\_\_\_  
PATRICK O. LEFEBURE  
WOOD COUNTY PROSECUTING ATTORNEY

Sworn to and subscribed before me in the County aforesaid, this \_\_\_\_\_ day of June,  
2024

My commission expires: \_\_\_\_\_



\_\_\_\_\_  
County Clerk of Wood County, West Virginia

Wood County  
Joe Gonzales, Clerk  
Instrument 88377142  
07/01/2024 @ 08:45:22 AM  
COUNTY COMMISSION ORDER  
Book 78 @ Page 830  
Pages Recorded 7



**Wood County  
Central Telecommunications  
Center  
Wood County, WV E911  
Homeland Security and Emergency  
Management**



July 1, 2024

Wood County Commission  
#1 Court Square  
Parkersburg, WV 26101

Dear Commissioners:

This letter is to advise you Robert Mercer retired as a full time Telecommunicator effective June 30, 2024. Due to being on FMLA he has no paid time off which needs cashed out.

Thank you for your attention to this matter.

Respectfully;

W.M.Shook  
Director, Wood County, WV E911

911 Core Rd  
Parkersburg, WV 26104  
Office: (304) 420-0911 Fax: (304) 422-6270

Wood County  
Joe Gonzales, Clerk  
Instrument 88336559  
07/01/2024 @ 01:54:18 PM  
COUNTY COMMISSION ORDER  
Book 78 @ Page 785  
Pages Recorded 1