

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 15, 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.

The County Commission, upon a motion made by David Blair Couch, seconded by James E. Colombo and made unanimous by Robert K. Tebay, approved minutes of May 30, and June 3, 2024.

AGENDA AND DISCUSSION ITEMS

At 9:30 A.M., the County Commission met with Lee Rector from the Blennerhassett Hotel who asked to use the County pay lot on Saturday, July 20, 2024. The County Commission approved the request pending insurance information being submitted.

At 9:31 A.M. Anita Stevenson from the U.S. Small Business Administration introduced herself to the Commission.

At 9:37 A.M., Bill Vincent met with the County Commission and gave them an update on the Wood County Recreation Commission.

At 9:56 A.M., Lindsey Piersol gave an update on the Wood County Development Authority.

At 10:19 A.M., Mike Fleak and Andy Hartleben from the Mid-Ohio Valley Regional Council met with the County Commission to discuss FEMA Mitigation properties.

At 10:30 A.M., 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 ORDER that the HOTEL OCCUPANCY TAX COLLECTION pursuant to Chapter 7, Article 18 of the Code of West Virginia, 1931, as amended, be as follows:

- The Actors Guild of Parkersburg 0.40% with a cap of \$5,000.00
- Artsbridge 0.80% with a cap of \$5,000.00
- Belleville Homecoming 0.30% with a cap of \$2,500.00
- Blennerhassett Historical Foundation, Inc. 0.20% with a cap of \$2,500.00
- Fort Boreman Historical Park 12.61%
- Parkersburg Wood County Convention and Visitors Bureau 50.00%
- Julia-Ann Square Historical Community Association 0.40% with a cap of \$5,000.00
- Oil, Gas and Industrial Historical Association 0.60%
- Parkersburg Art Center 0.60% with a cap of \$10,000.00
- Parkersburg Homecoming, Inc. 1.00% with a cap of \$14,000.00
- Parkersburg News and Sentinel Half Marathon 0.20% with a cap of \$2,500.00
- Wood County Historical and Preservation Society 0.20% with a cap of \$2,500.00
- West Virginia Interstate Fair and Exposition 1.50%
- Wood County Parks and Recreation Commission - Mountwood Park 18.00%
- Wood County Veterans Memorial Park 13.19%

Any funds in excess of established Caps will be deposited in the Innovative Programming Grant Fund. The aforementioned revised percentages shall begin with the distribution of the Hotel Occupancy Taxes for the month of July, 2024. (Order A/2981)

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 Community Corrections Grant, No. 25-CC-29 with the West Virginia Division of Administrative Services, Justice and Community Services Section. Said

Grant Award is in the amount of three hundred twenty thousand five hundred dollars and zero cents (\$320,500.00). (Order A/2982)

The County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and made unanimous by Robert K. Tebay, placed Eric Little, media representative, in nomination for appointment to the Wood County 9-1-1 Advisory Board. (Order A/2983)

The County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and passed, adopted a Resolution in reference to Budget Revision No. 1 in the Coal Severance Fund Budget for the fiscal year 2024/2025. The Request for Revision to the Approved Budget, being submitted to the West Virginia State Auditor - Chief Inspector Division, Charleston, West Virginia, was signed by Joe Gonzales, Clerk of the Wood County Commission. (Order A/2990)

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 10:41 A.M.

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

A/2981, A/2982, A2983, A/2990

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

Wood County Commission Meeting
Held July 15, 2024

Please Print

1.	Ashley Perry
2.	Anita Steensen US-SBA-Pisaton
3.	Lindsey Piersol
4.	Michael Fleak moure
5.	Andy Hartleber moure
6.	
7.	
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20.	



Wood County Commission
Agenda

July 15, 2024 | 9:30 A.M.
1 Court Square Suite 203
Parkersburg, WV 26101

9:30 A.M.	Update on the Wood County Recreation Commission	Bill Vincent
9:45 A.M.	Update on the Wood County Development Authority	Lindsey Piersol
10:00 A.M.	Discuss and consider FEMA Mitigation properties	Andy Hartleben, MOVRC
	Consider putting Eric Little in nomination for the Wood County E-911 Advisory Board	
	Consider setting Hotel/Motel rates for 2024/2025	
	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



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

WEST VIRGINIA Declaration 20333 & 20334 (Disaster: WV-20004)

Incident: SEVERE STORMS, FLOODING, LANDSLIDES, AND MUDSLIDES

occurring: April 11-12, 2024

in the West Virginia counties of: **Hancock, Kanawha, Marshall, Ohio, Roane, Wetzel and Wood**;
for economic injury only in the contiguous West Virginia counties of: **Boone, Brooke, Calhoun, Clay, Doddridge, Fayette, Harrison, Jackson, Lincoln, Marion, Monongalia, Nicholas, Pleasants, Putnam, Raleigh, Ritchie, Tyler, and Wirt**; for economic injury only in the contiguous Ohio counties of: **Athens, Belmont, Columbiana, Jefferson, Meigs, Monroe and Washington**; and for economic injury only in the contiguous Pennsylvania counties of: **Beaver, Greene, and Washington**

Application Filing Deadlines:

Physical Damage: September 3, 2024 Economic Injury: April 3, 2025

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Physical Damage Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.688%	5.375%
Business Loans	4.000%	8.000%
Non-Profit Organizations	3.250%	3.250%

Economic Injury Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	3.250%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay. Borrowers may be required to provide collateral.

2023-2024

Programs

Girls Elementary Basketball – 1st Place: Greenmont

Indoor Pickleball – Average 20-40

Small Fry Basketball – 350 Participants

Winter Volleyball – 320 Participants

Boys Elementary Basketball – 1st Place: Williamstown

The 43rd Annual Parkersburg Fishing Derby – 590 Participants

Elementary Track – Overall Grand Champions: Blennerhassett

Summer Adventures – 80 Participants (cut-off with waiting list)

Summer Tennis – 90 Participants

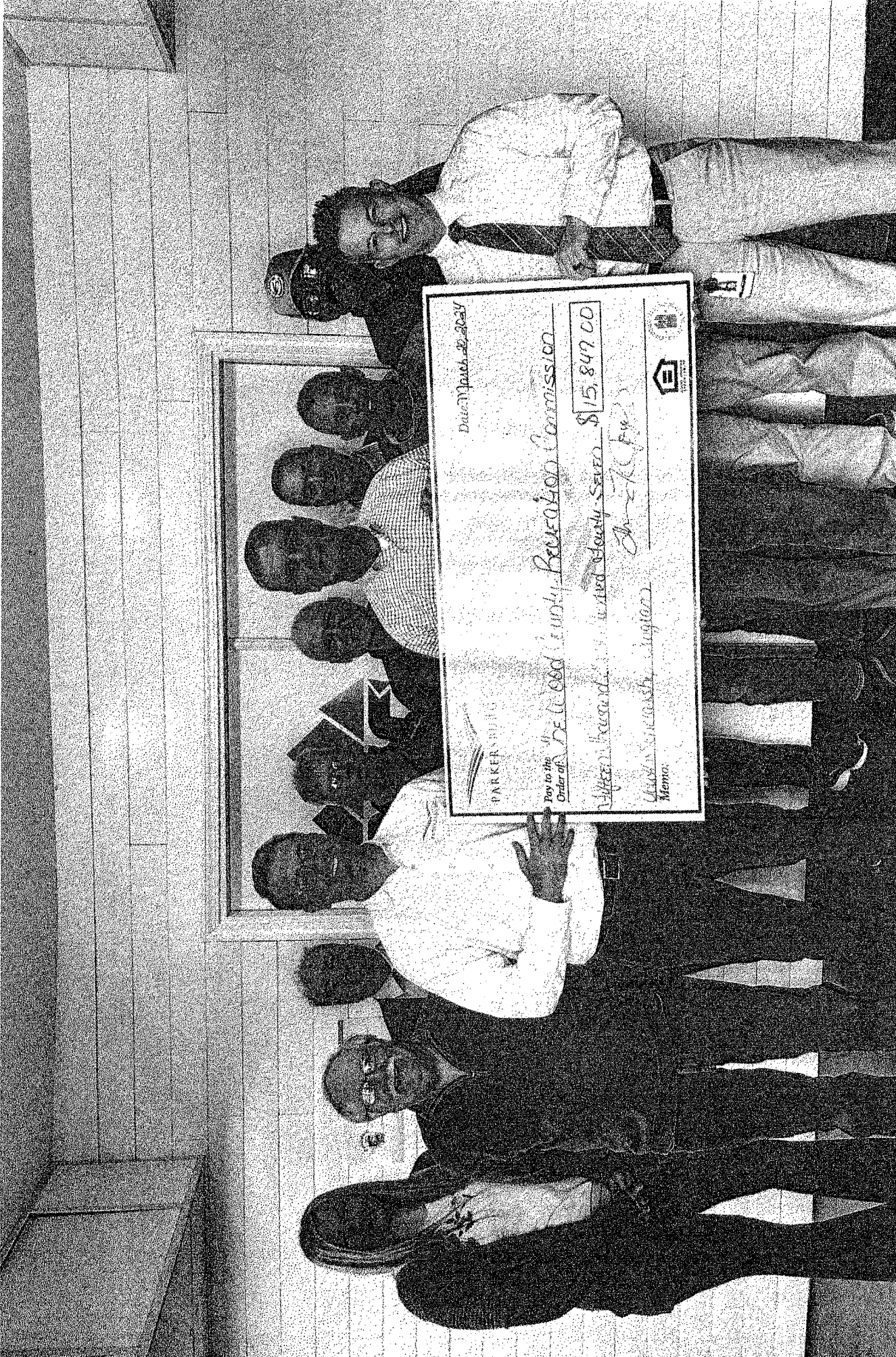
Summer TBall – 42 Participants - 4 Teams

Beginner Adult Pickleball – 48 Participants (cut-off with waiting list)

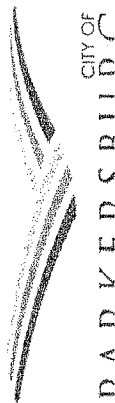
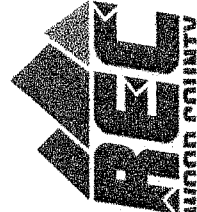
Honey Festival – August 24th & 25th

Harvest Moon Festival – September 21st & 22nd

2025 Legacy Fundraising Event



Parker Shilling
 Pay to the Order of: DeWoods Family Foundation Commission \$15,847.00
 Green Research - World Cloudy Seven
 John K. Fink
 March 19, 2014
 Memo: Green Research - World Cloudy Seven
 March 20, 2014



WANT TO BE A WV SPORTS OFFICIAL?

REGISTER WITH THE WVSSAC!

- SWIM
- TRACK
- SOCCER
- BASEBALL
- SOFTBALL
- FOOTBALL
- WRESTLING
- BASKETBALL
- VOLLEYBALL

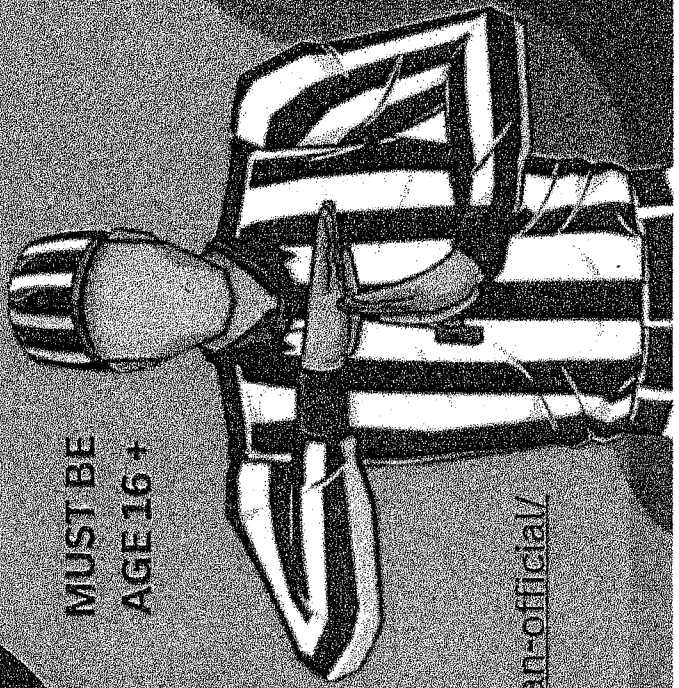
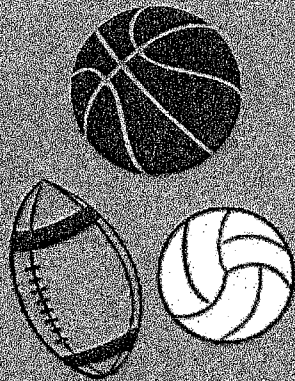
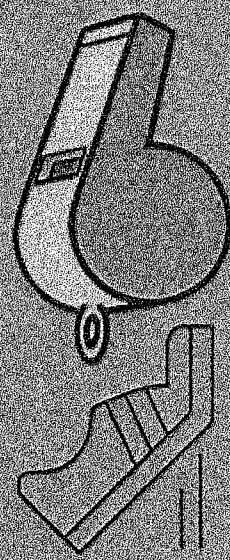
ALL IN

REGISTRATION FEE
\$37.50
(SWIM & TRACK \$30)

GOOD FUN

referee
/refə're/
NOUN
an official who watches a game or match closely to ensure that the rules are adhered to and (in some sports) to arbitrate on matters arising from the play

MUST BE
AGE 16 +



FOR MORE INFORMATION VISIT

<https://www.wvssac.org/officials-how-to-become-an-official/>

2023 GIRLS ELEMENTARY

BASKETBALL

CHAMPIONSHIP

@ JEFFERSON ELEMENTARY CENTER

REC
WOOD COUNTY



THURSDAY
11/16/23

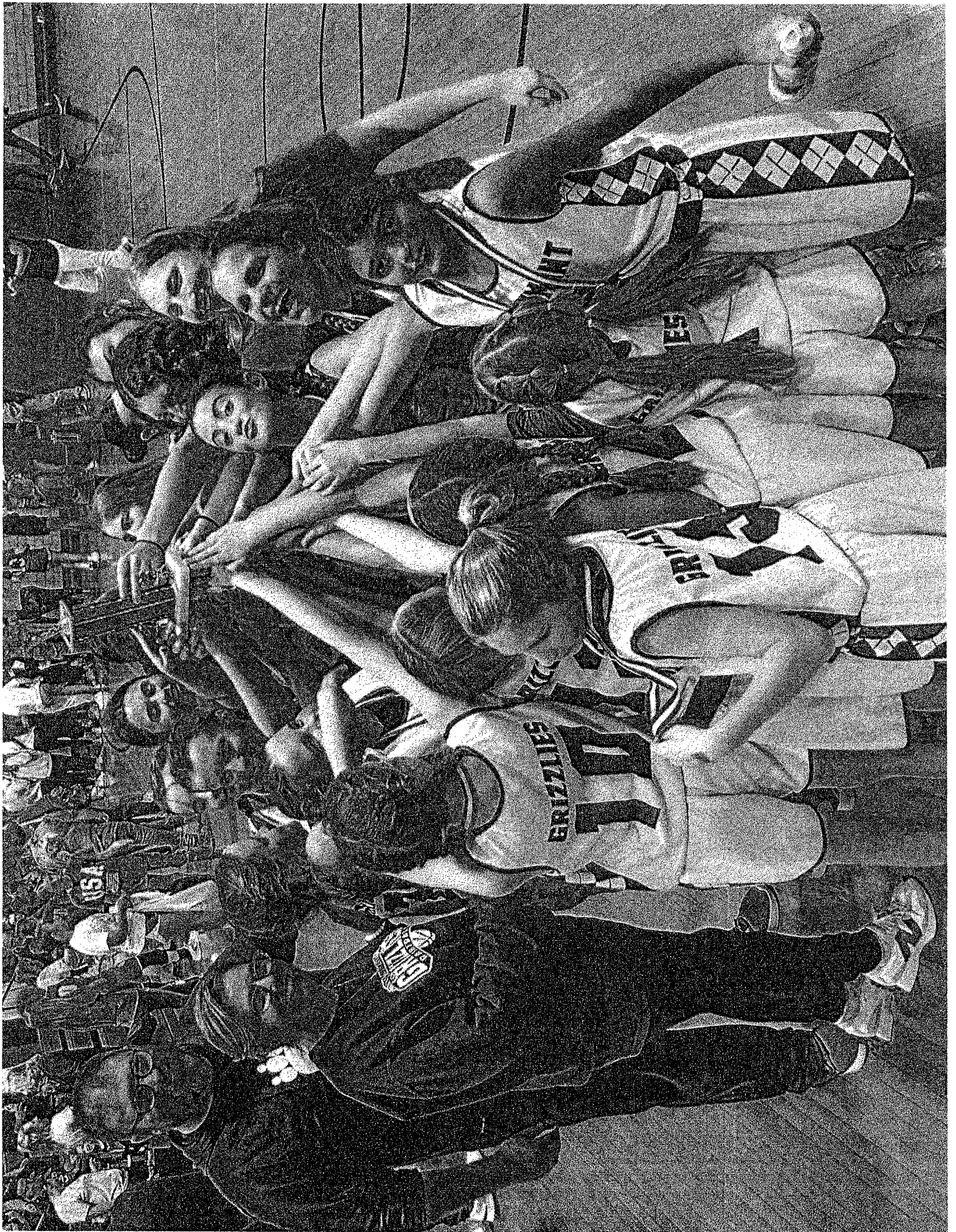
GREENMONT VS. WILLIAMSTOWN
6:30PM

3RD PLACE GAME
MINERAL WELLS VS. CRISS

5:30PM

ADULTS \$5
SENIORS \$4
STUDENTS \$1
5 & UNDER FREE

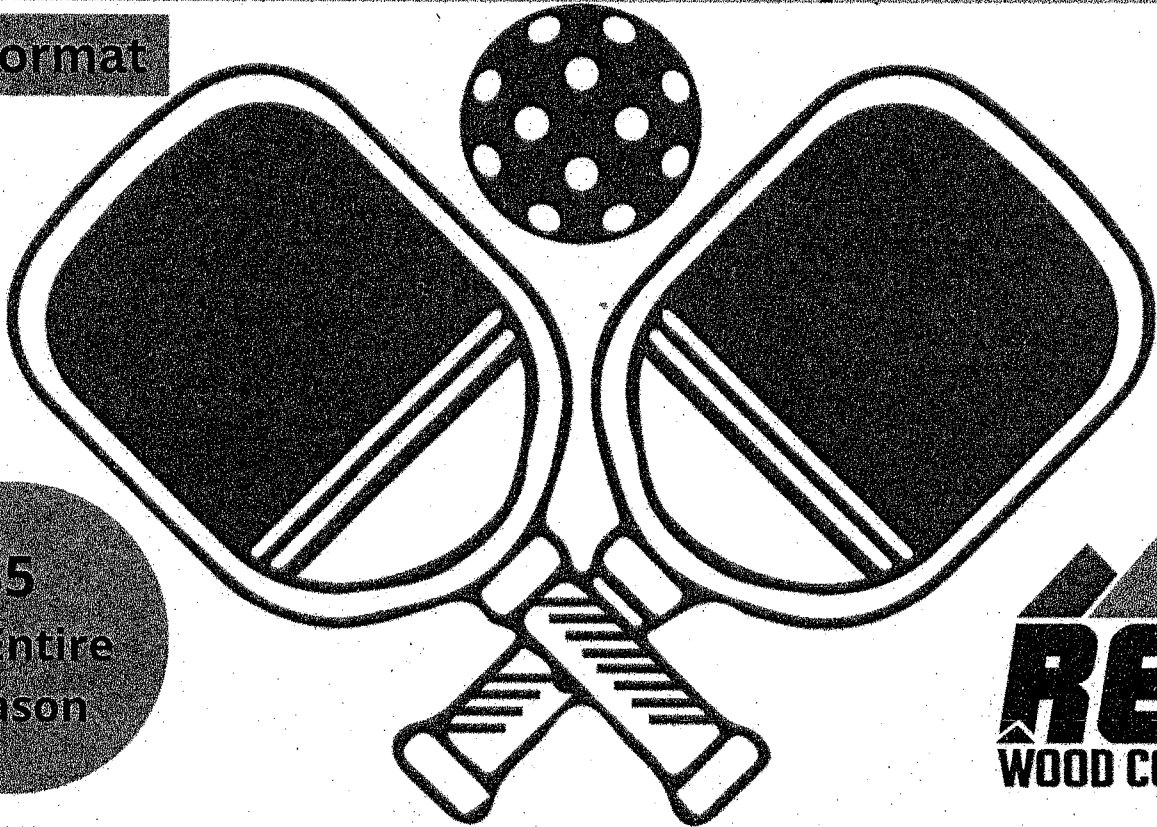
QUESTIONS? CALL 304-424-7311



INDOOR PICKLEBALL

At Emerson Elementary School

Open Format



\$5
For Entire
Season

SEASON STARTS DECEMBER 13TH

AND RUNS THROUGH MARCH

EVERY MONDAY & WEDNESDAY FROM 6-8

& EVERY SATURDAY FROM 10AM-NOON

FILL OUT REGISTRATION AND LIABILITY RELEASE PRIOR TO PLAYING

FORMS ARE AVAILABLE AT THE WOOD COUNTY REC OFFICE
(1920 PARK AVE BUILDING C PARKERSBURG WV 26101)

OR

YOU MAY REGISTER PRIOR TO PLAYING AT EMERSON ELEMENTARY STARTING DEC. 13TH.

Call for more info! 304-424-7311

SMALL FRY BASKETBALL



GRADES

PreK-1st, 2nd-4th, 5th-6th

SEASON INFO

January 6th MEET & GREET

This will be the FIRST DAY for all players.

LOCATION All Games will be played at JEFFERSON ELEMENTARY SCHOOL in both gyms.

SEASON will be 6 weeks with potential make-up dates. ALL games will be played on Saturdays. There will be 20 minute practices before every game.

January 20th Picture Day

COST:

**\$40 Per Player
(Max \$100 Family)**

SCHOLARSHIPS AVAILABLE

A Scholarship Program is offered to provide financial assistance to Youth Program participants who may qualify.

For more information and to receive an application, please contact the Wood County Recreation Office.

SIGN UPS START

Monday, November 13th

Sign up online OR stop in the Wood County Rec office during business hours for a paper application!

IN-PERSON SIGN UPS

Saturday, December 2nd

Saturday, December 9th

9am to Noon

At the Wood County Rec Office

DEADLINE


Saturday, December 16th


You will not be able to sign up after this date.


CONTACT US

@ woodcountyrec@gmail.com

 Wood County Recreation Commission

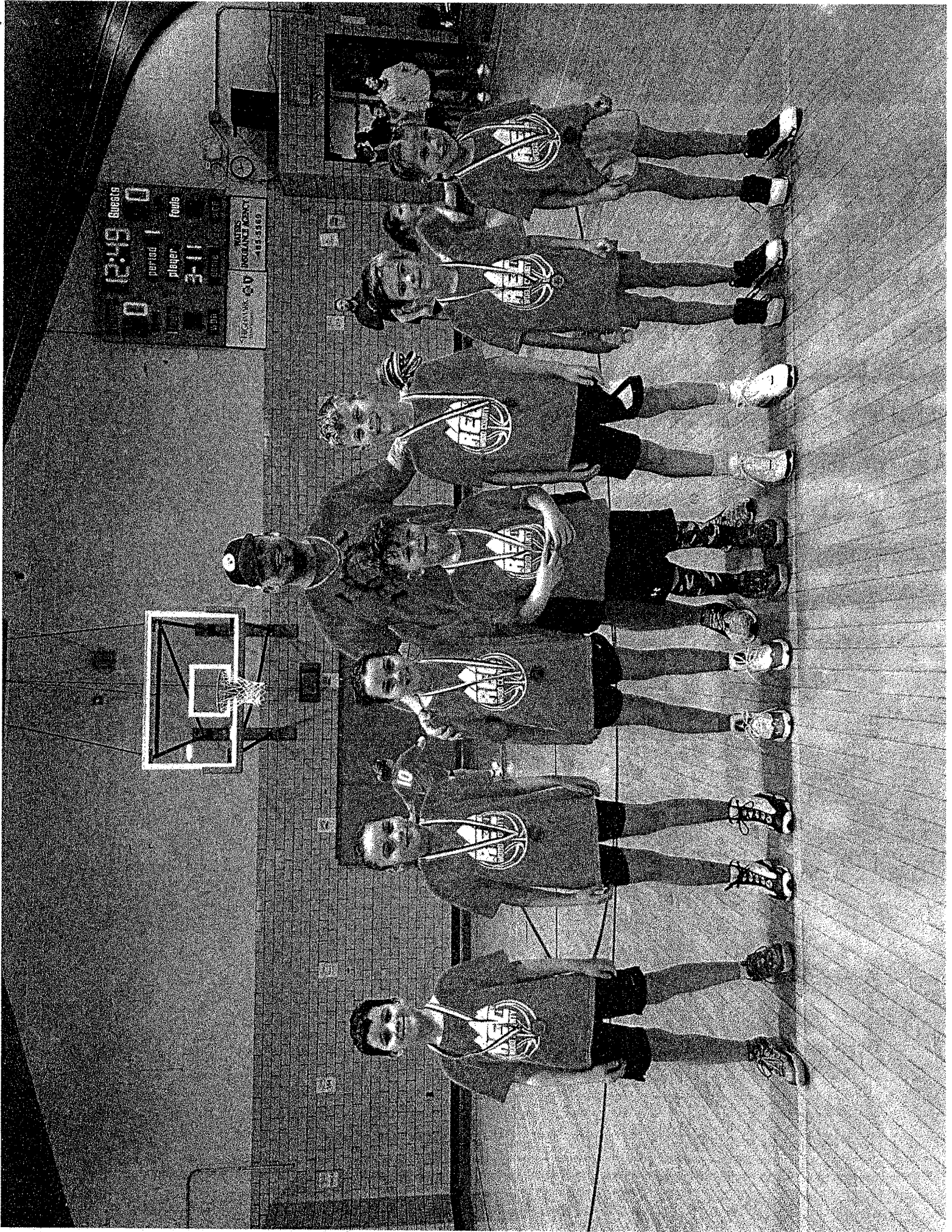
 1920 Park Avenue
Parkersburg, WV 26101

 www.woodrecreation.com

 304-424-7311

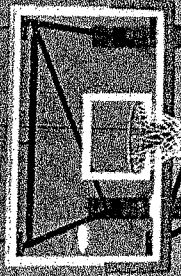
ACCESS
TO THE
ONLINE
APPLICATION



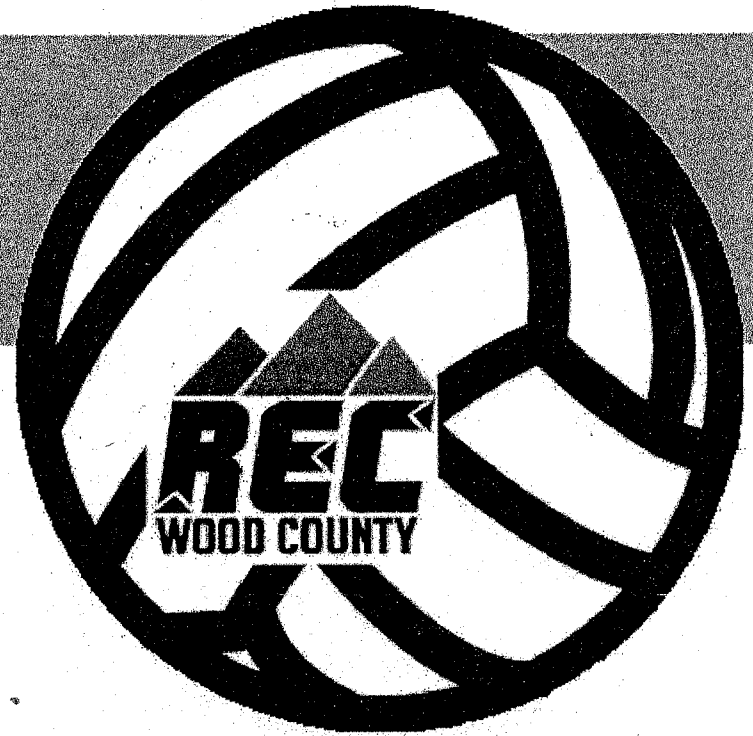


0 12:49 0
period 1
player 3-11
points 0
rebounds 0
assists 0

WALKER
INSURANCE AGENCY
415.554.6100



WINTER VOLLEYBALL



3RD-12TH GRADE

SEASON INFO

December 17th PLAYER EVALUATION

Times will be determined after sign-ups.

January 7th FIRST MATCH

LOCATION All matches will be played at Jack Stephens Gym - Parkersburg High School Field House

SEASON will be 8 weeks with schedule and dates to be announced.

COST:
\$40 Per Player
(Max \$100 Family)

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 woodcountyrec@gmail.com

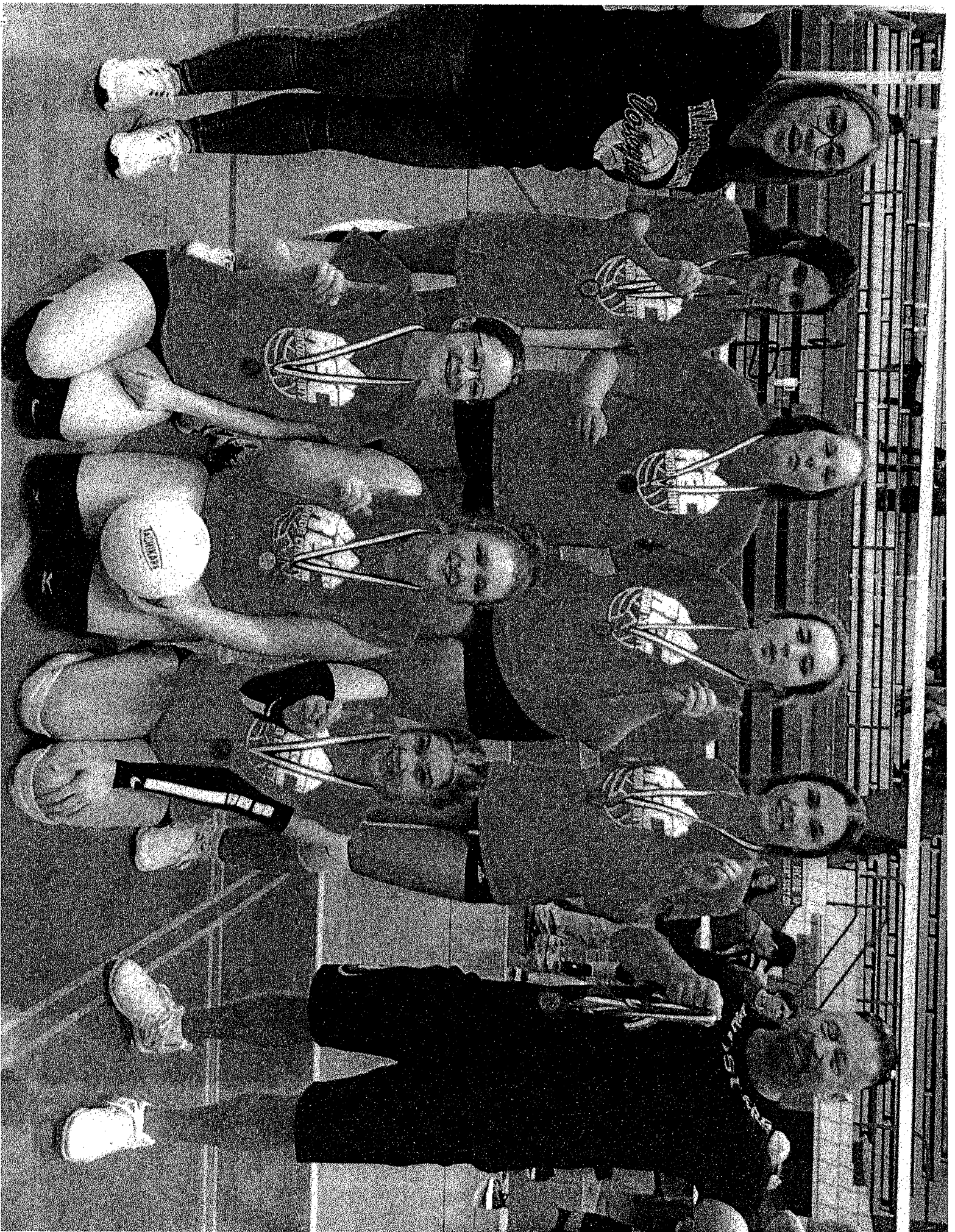
 www.woodrecreation.com

 1920 Park Avenue
Parkersburg, WV 26101

 304-424-7311

ACCESS
TO THE
ONLINE
APPLICATION





BOYS ELEMENTARY BASKETBALL CHAMPIONSHIP

MARCH 14

@ JEFFERSON
ELEMENTARY SCHOOL

THIRD PLACE GAME

NEALE

VS

MINERAL WELLS

5:30p

CHAMPIONSHIP

GREENMONT

VS

WILLIAMSTOWN

6:30p

Sponsored by

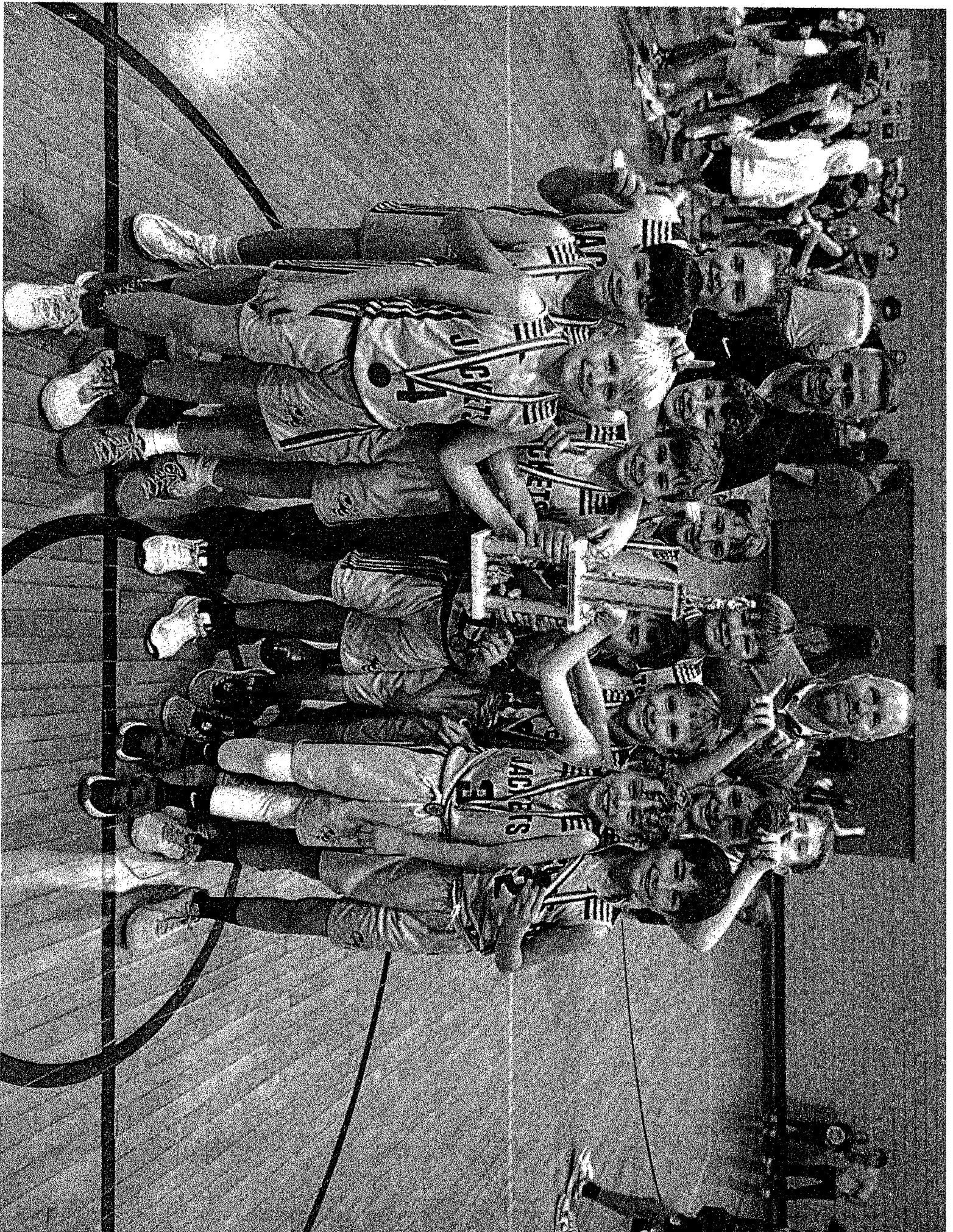


Presented by

WOOD COUNTY REC &
WOOD COUNTY BOARD OF EDUCATION



ADULTS \$5
SENIORS \$4
STUDENTS \$1
5 & UNDER FREE



PRE-REGISTRATION

NOW OPEN

AGES 3-14

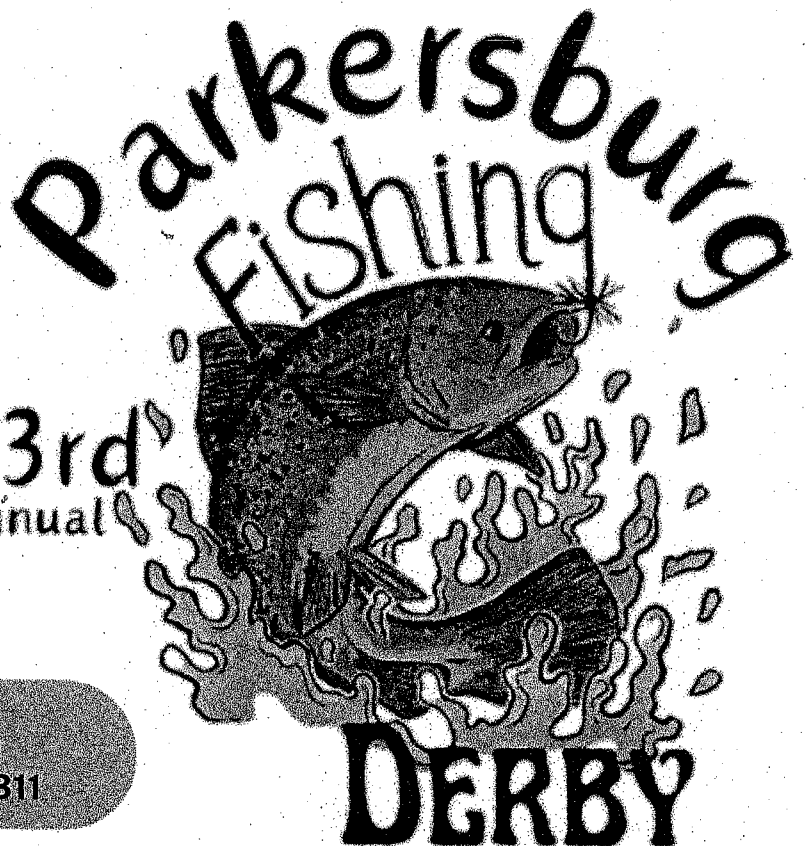
PRE-REGISTER YOUR CHILD FOR THE DERBY ON OUR WEBSITE
WOODRECREATION.COM/FISHING-DERBY

DATE: SATURDAY,
APRIL 13TH

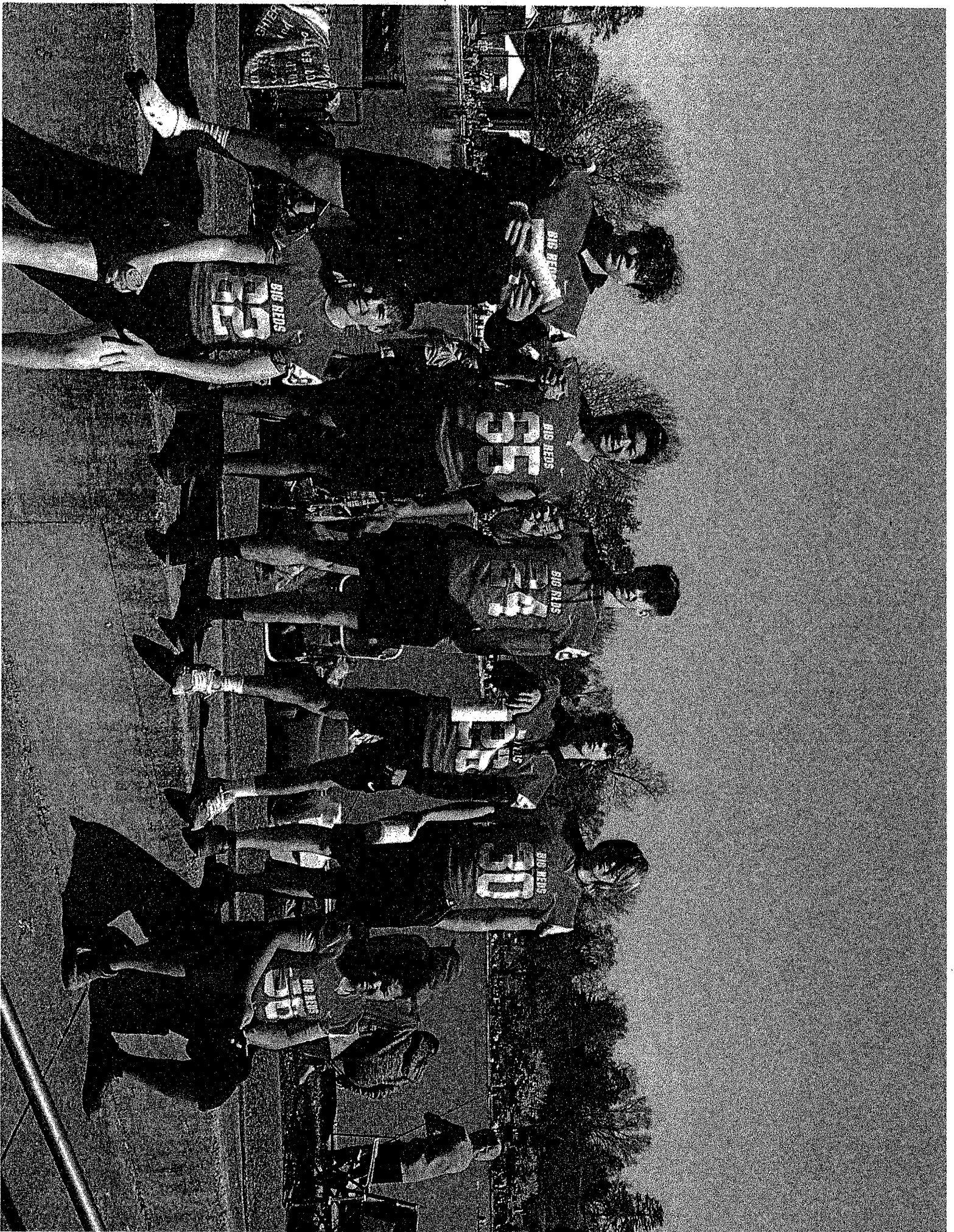
TIME: REGISTRATION &
CHECK-IN BEGINS AT
8AM. DERBY STARTS AT
9AM - ENDS AT 12 NOON.

LOCATION:
PARKERSBURG
CITY PARK
&
SOUTHWOOD PARK

43rd
annual



VOLUNTEERS
APPRECIATED!
CALL 304-424-7311



2024 ELEMENTARY TRACK CHAMPIONSHIP

Monday, May 6th

DAY 1

@ PHS HIGH SCHOOL

ORDER OF EVENTS



RUNNING EVENTS

Girls 10 UNDER 50 M Dash Trials

Boys 10 UNDER 50 M Dash Trials

Girls 10 UNDER 400 M Dash

Girls 11-12 400 M Dash

Boys 10 UNDER 400 M Dash

Boys 11-12 400 M Dash

Girls 10 UNDER 100 M Dash

Girls 11-12 100 M Dash

Boys 10 UNDER 100 M Dash

Boys 11-12 100 M Dash

Girls 10 UNDER 4x100 M Relay

Girls 11-12 4x100 M Relay

FIELD EVENTS

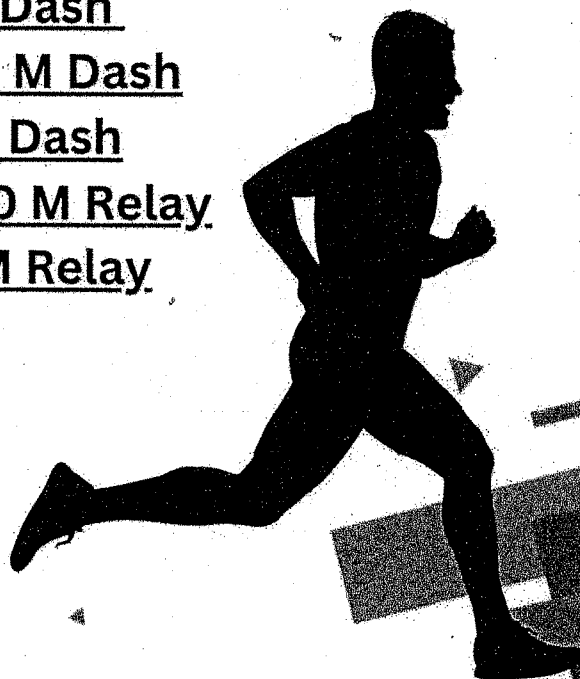
GIRLS 10 UNDER Long Jump

GIRLS 11-12 Softball Throw

GIRLS 10 UNDER Softball Throw

GIRLS 11-12 Long Jump

Adults \$5
Seniors \$4
Students \$1
5 & Under Free

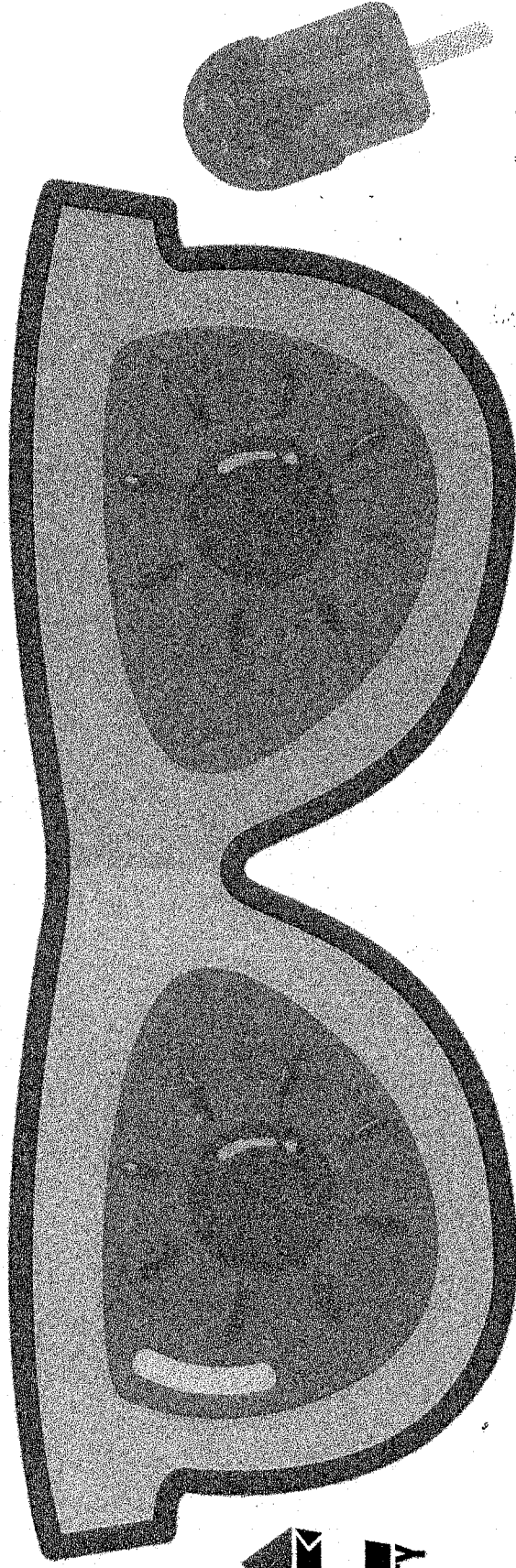




Wood County Elementary Championship Track Records

Event	Dist./Time	Participant	School	Year	
Standing Long Jump					
Girls 10 & Under	7'8"	Taryn McCutcheon	Blennerhassett	2008	
Girls 11-12 Division	7'5"	Nicole Elchaar	Greenmont	2012	
Boys 10 & Under	8'	Logan Cox	Mineral Wells	2005	
Boys 11-12 Division	7'5.5"	Aman Jasper	Madison	2024	
Softball Throw					
Girls 10 & Under	134'2"	Emrie Gray	Waverly	2007	
Girls 11-12 Division	144'4"	Payten Mackey	Gihon	2019	
Boys 10 & Under	137'	Bronson Farley	Greenmont	2024	
Boys 11-12 Division	177'6"	Dylan Stone	McKinley	2016	
50 Meter Dash					
Girls 10 & Under	7.32	Agna McCoy	Greenmont	2007	
Boys 10 & Under	6.93	Ryan Dawson	Lubeck	1996	
100 Meter Dash					
Girls 10 & Under	14.36	Shelby Smith	Waverly	2016	
Girls 11-12 Division	13.9	Laiken Gaines	Franklin	2023	
Boys 10 & Under	14.10	Jissal Sams	Williamstown	2024	
Boys 11-12 Division	14.09	Zach Parsons	Blennerhassett	2016	
200 Meter Dash					
Girls 10 & Under	31.52	Caroline Fleak	Emerson	1990	
Girls 11-12 Division	29.89	Charlotte Eakle	Greenmont	2024	
Boys 10 & Under	30.55	Omn Campbell	Blennerhassett	2024	
Boys 11-12 Division	29.25	Cyrus Traugh	Blennerhassett	2016	
400 Meter Dash					
Girls 10 & Under	01:12.4	Tracey Albanese	Greenmont	1989	
Girls 11-12 Division	1:08.54	Collins Rader	Neale	2024	
Boys 10 & Under	01:09.0	Lucas Spaur	Lubeck	2023	
Boys 11-12 Division	01:05.5	Jansen Dearth	Lubeck	2022	
800 Meter Run					
Girls 11-12 Division	02:40.8	Collins Rader	Neale	2024	
Boys 11-12 Division	02:37.8	Bryson Singer	Vienna	2015	
4 x 100 Meter Relay					
Girls 10 & Under	01:04.4	Mary Stout	Auyner Joyce	Mineral Wells	2019
		Lexi McKinney	Anniston Shelton		
Girls 11-12 Division	01:01.1	Shay-Lee Kirby	Sophia Shank	Jefferson	2011
		Paige Fenick	Sierra Rhodes		
Boys 10 & Under	01:04.2	Adam Shank	Kevin Haught	Blennerhassett	1990
		Darik Grogan	Josh Smith		
Boys 11-12 Division	01:00.4	Ezekiel Dent	Joey Maggard	Lubeck	2024
		Cohen Pickens	Lucas Spaur		

SUMMER ADVENTURES



@Parkersburg City Park

K-5th Grade

June 10th - July 26th

Monday-Friday | 8am-2pm

2024 Counselors: Niki Staats, Shelby Hashman, Kaylee Pennisi, Abigail Parsons, & Gavin Bowman



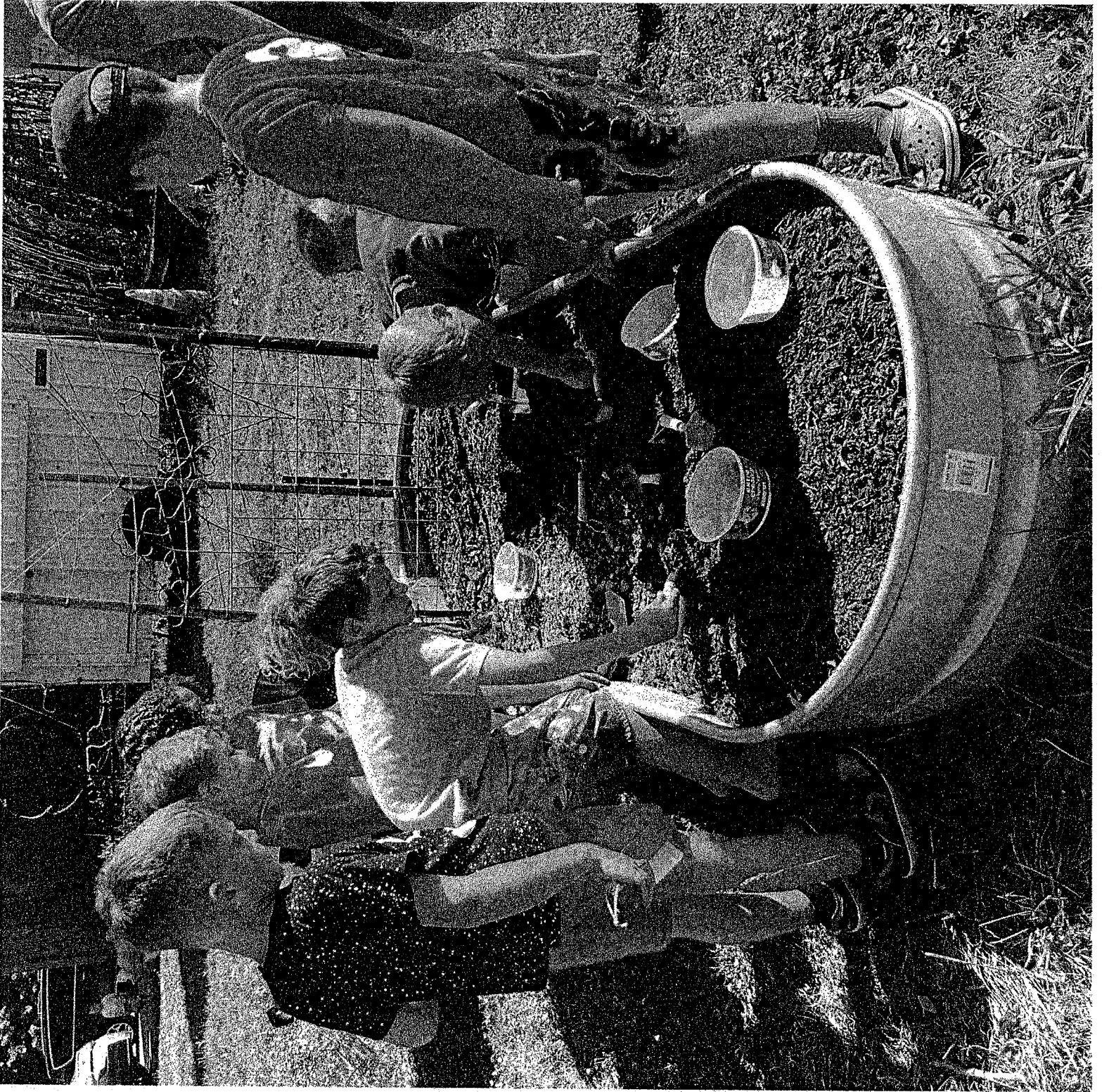
Summer Adventures

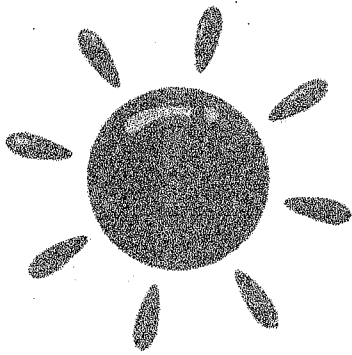


JULY 2024

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
8	7:30-8:00 Drop Off	9	7:30-8:00 Drop Off	10	7:30-8:00 Drop Off	11	7:30-8:00 Drop Off	12	7:30-8:00 Drop Off
8:00-12:00 FIELD TRIP DISCOVERY WORLD		8:00-9:00 Playground		8:00-9:00 Playground		8:00-9:00 Playground		8:00-8:20 Playground	
		9:00-9:15 Drink, Bathroom Break		9:00-9:15 Drink, Bathroom Break		9:00-9:15 Drink, Bathroom Break		8:20-8:30 Drink, Bathroom Break	
		9:30-11:00 Master Gardeners		9:15-10:00 Choice Game		9:30-10:30 POLICE VISIT		8:30-9:30 BOOKMOBILE	
				10:00-10:15 Drink, Bathroom Break		10:30-11:00 Reading/Coloring/Music		9:30-10:00 Drink, Bathroom Break, Sunscreen	
				10:15-11:00 Reading/Coloring/Music		10:00-11:00 SWIM			
		11:00-11:15 Bathroom/Wash Hands		11:00-11:15 Bathroom/Wash Hands		11:00-11:15 Bathroom/Wash Hands		11:00-11:15 Bathroom/Wash Hands	
		11:15-11:45 LUNCH		11:15-11:45 LUNCH		11:15-11:45 LUNCH		11:15-12:00 LUNCH	
				11:45-12:15 RECESS		11:45-12:15 RECESS		11:45-12:15 RECESS	
12:15-1:15 Choice Time		12:15-1:45 SWIM		12:15-1:15		12:15-1:15		12:15-1:45 SWIM	
1:15-1:45 Snack, Clean Up		1:45-2:00 DISMISS Outside of POOL		1:15-1:45 Snack, Clean Up		1:15-1:45 Snack, Clean Up		1:45-2:00 DISMISS Outside of POOL	
1:45-2:00 DISMISS				1:45-2:00 DISMISS		1:45-2:00 DISMISS			
BIRTHDAYS:		BIRTHDAYS: Walker Trembly Aiden Amrine		BIRTHDAYS:		BIRTHDAYS:		BIRTHDAYS:	
NOTES:		NOTES:		NOTES:		NOTES:		NOTES:	







SUMMER TENNIS

June 11th - July 25th
Tuesday, Wednesday, & Thursday
8am-Noon

AGES
5-18

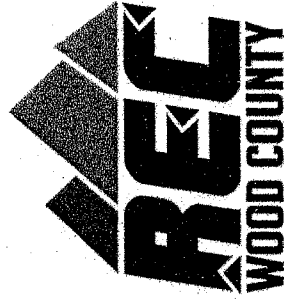
Each Program

\$40

Per Player

Scholarships
Available!

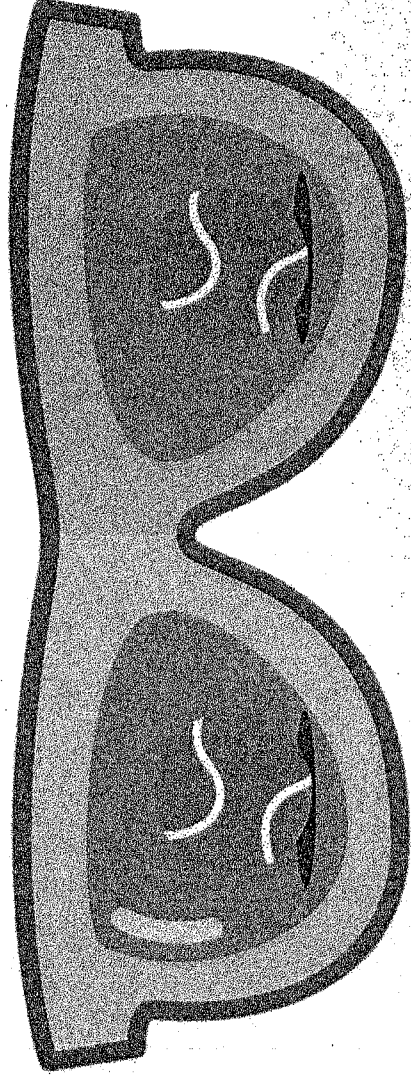
@Parkersburg
City Park
Tennis Courts



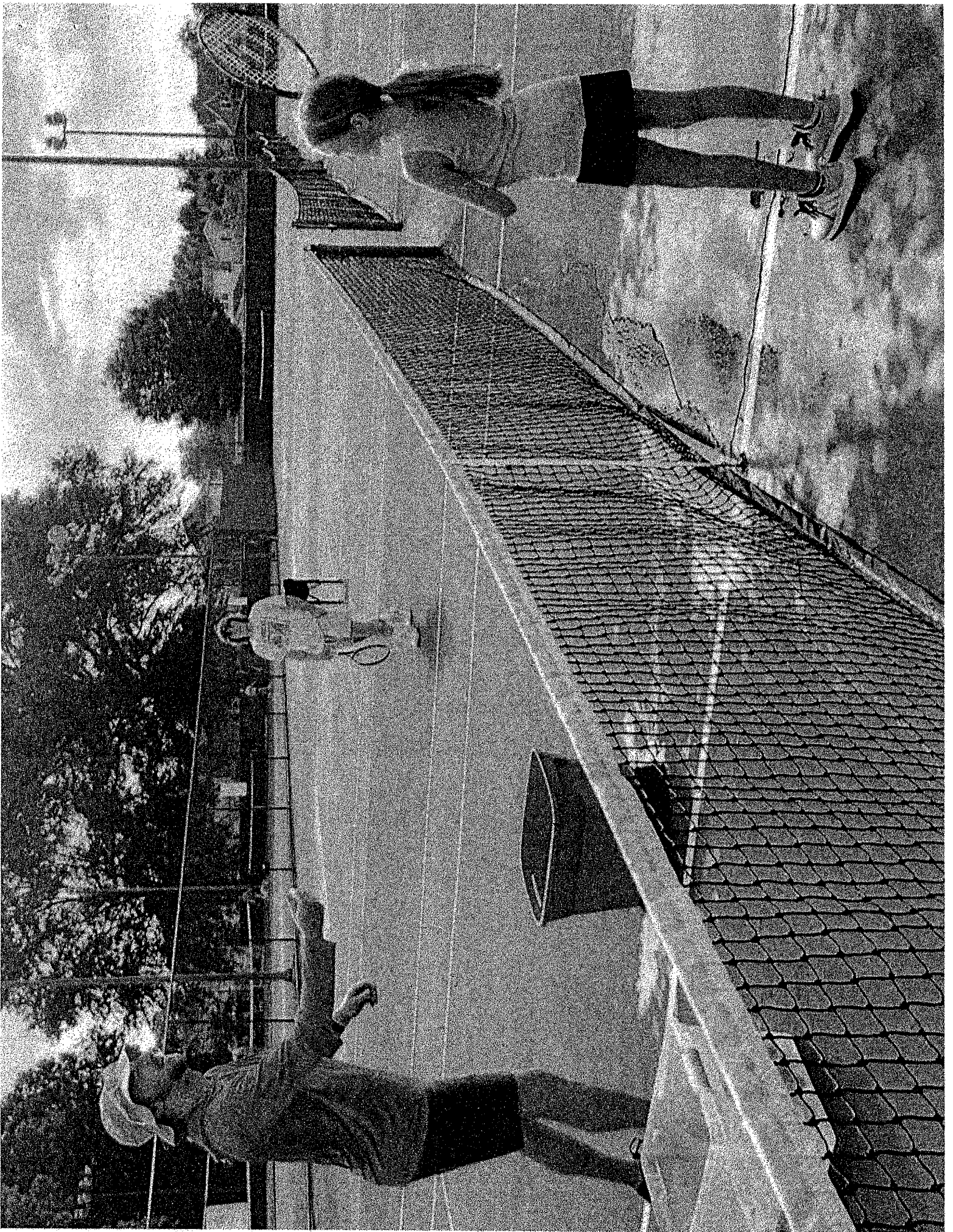
T-Shirt
Provided

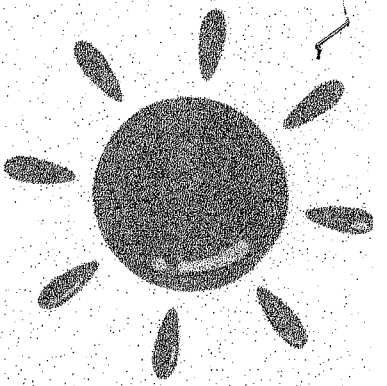
SIGN UP NOW
woodrecreation.com

IN PERSON
SIGNUPS:
@ City Park
Tennis Courts
JUNE 8th
9am-1pm



For Questions Please Call 304-424-7311



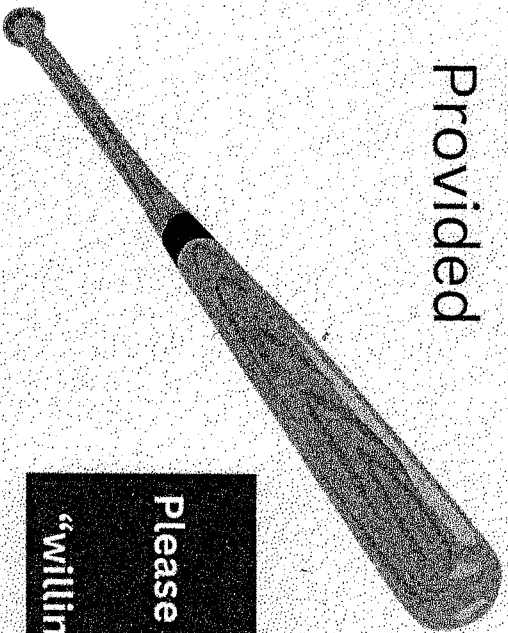


SUMMER TBALL

June 18th - August 1st
Tuesday & Thursday

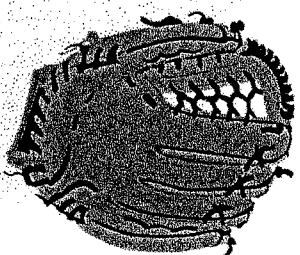
T-Shirt & Hat

Provided



5-7pm

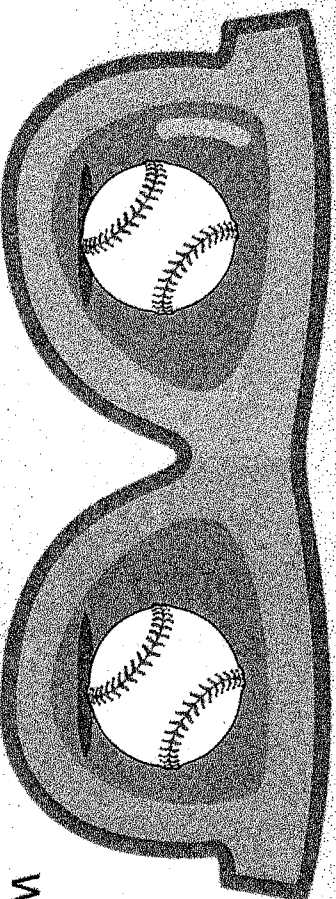
@Parkersburg City Park
Baseball Field



Coaching Volunteers Needed!
Please reach out if you are willing to coach and
make sure to check the option
"willing to coach" on your child's application!

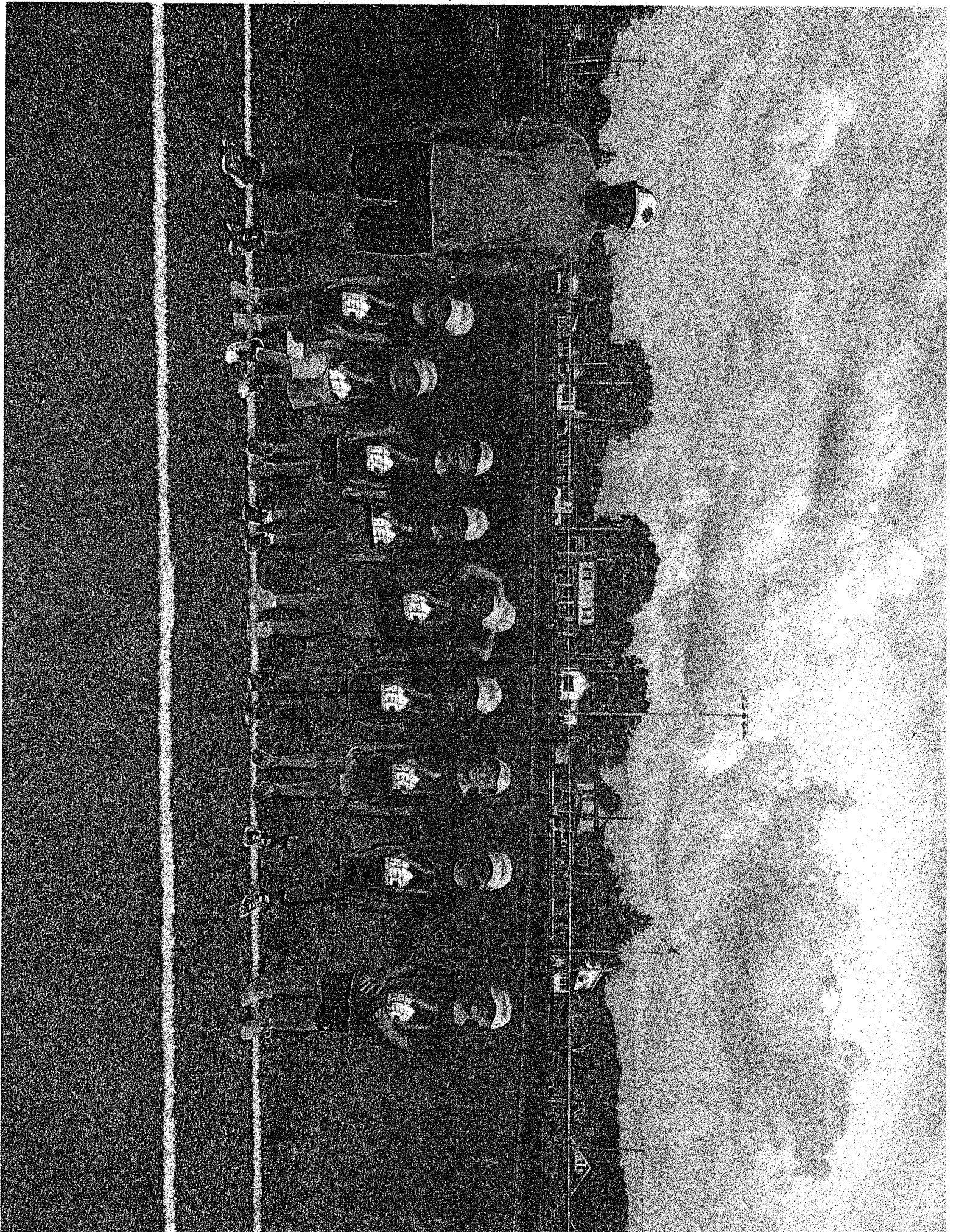
For Questions Please Call 304-424-7311

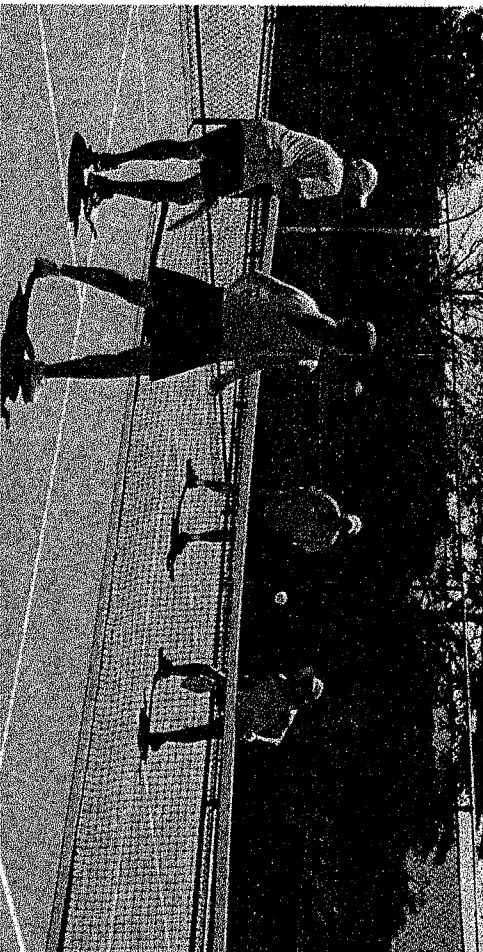
AGES
4-6



Each Program
\$40
Per Player
Scholarships
Available!

SIGN UP NOW
Woodrecreation.com





BEGINNER PICKLEBALL ADULT LEAGUE

18 & UP

The League Will Kick Off with a **CLINIC** JUNE 20th

Teaching Rules, Scoring, & Basic Fundamentals!



SIGN UP NOW
ON OUR WEBSITE
woodrecreation.com

Or Come in to the WCRC Office
(Located Inside of the City Park)
Limited Participation
Sign Ups Will Close At Capacity

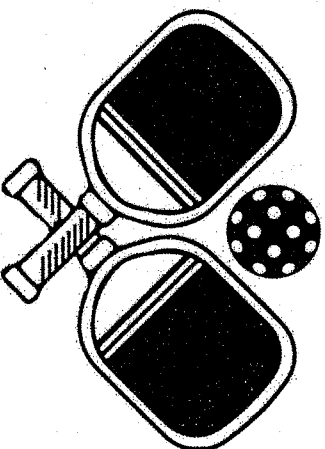
June 20th - August 1st
(No Play the Week of July 4th)

6 Week Season

THURSDAYS | 6pm

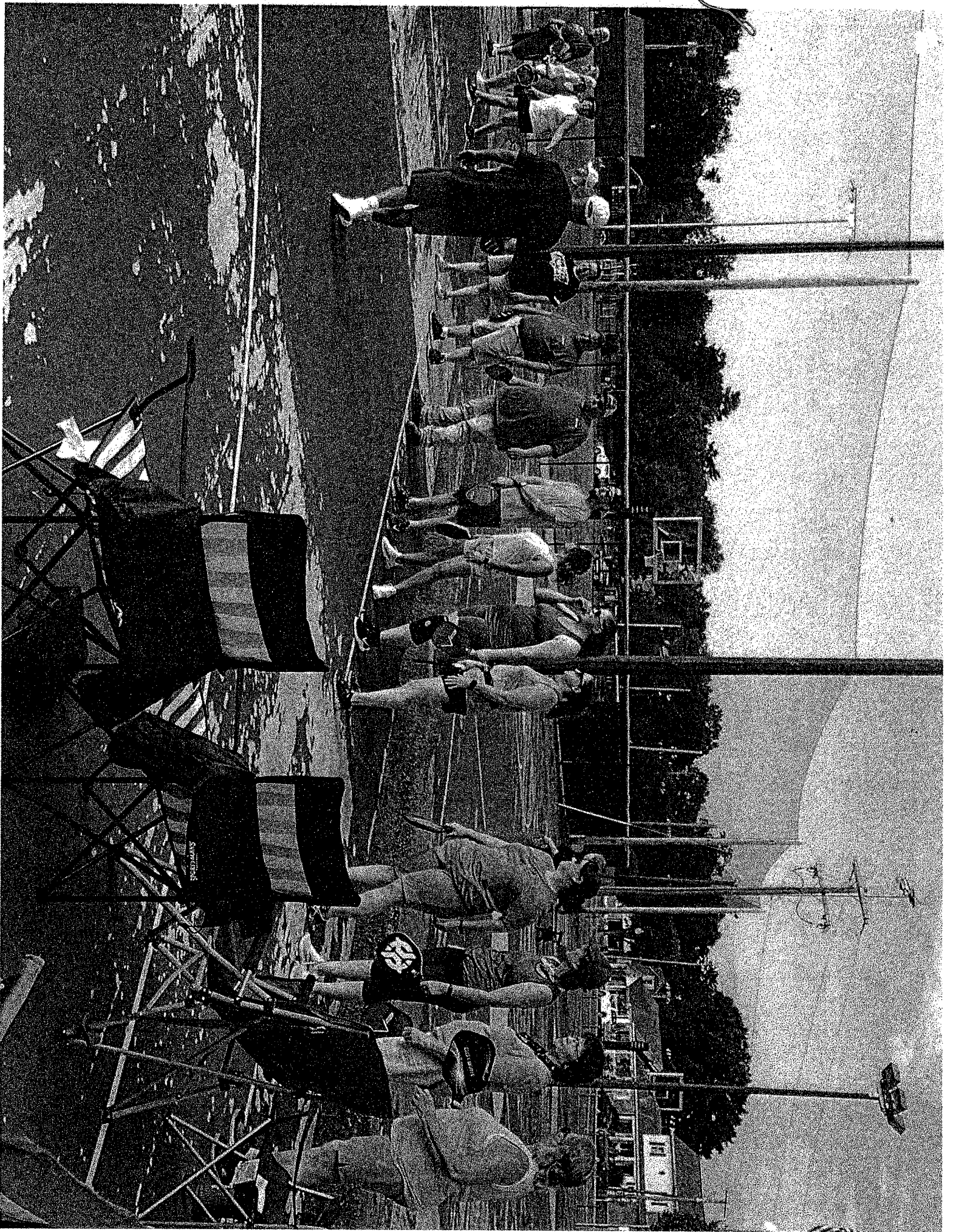
\$40
Per Player

Parkersburg City Park | Pickleball Courts



Program Supervisor
Norm Payne
304-481-8177

Call the WCRC Office for Any Other Questions 304-424-7311



WV State
Honey Festival
August 24th & 25th

VENDOR
APPLICATIONS

woodrecreation.com

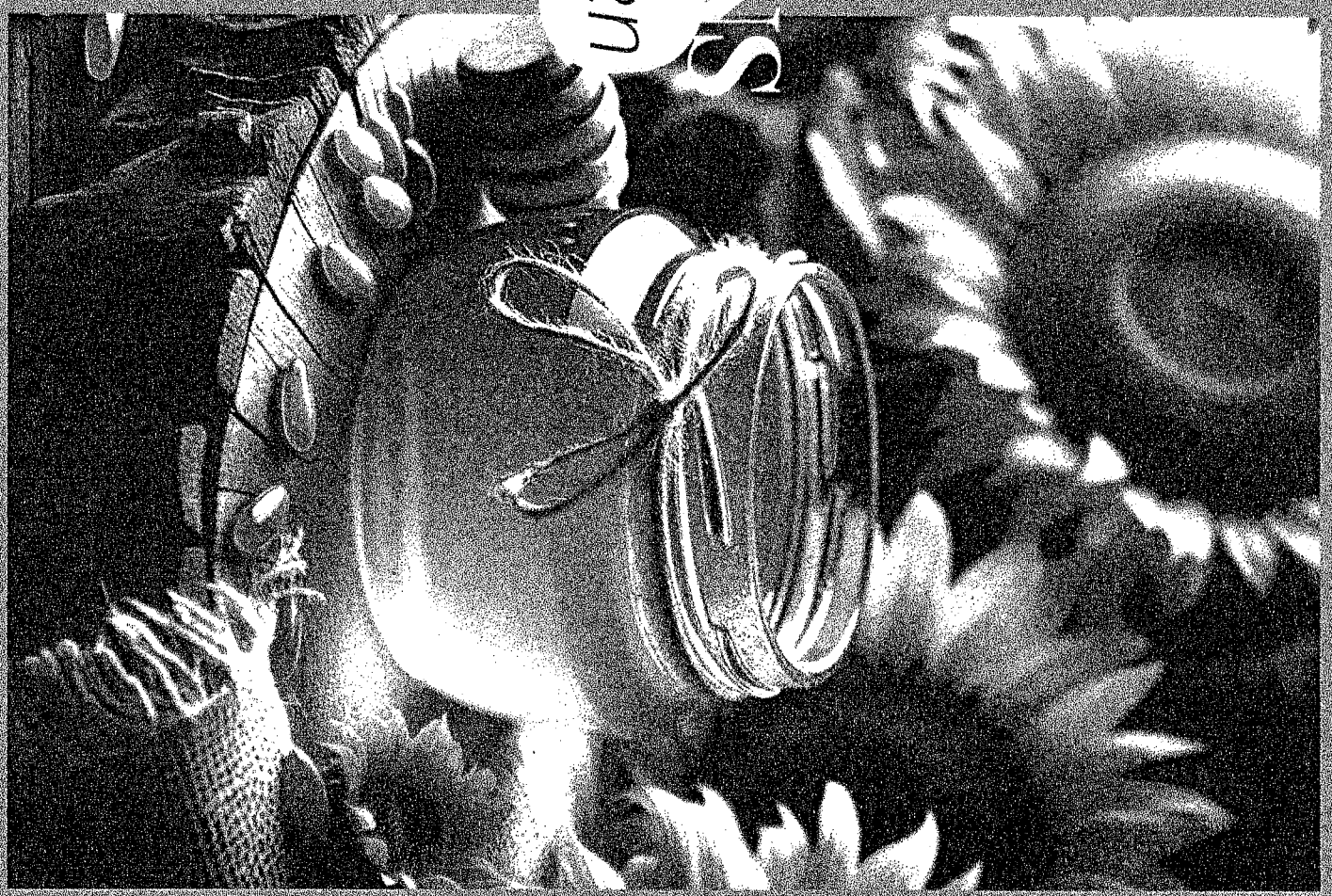
Food Vendors:

Call 304-424-7311

for an Application

now open

September 21st & 22nd
Harvest Moon
Festival



WCRC LEGACY FUNDRAISING EVENT

Saturday | April 19th 2025

SPONSOR OPPORTUNITIES

BRONZE

- *Logo on Welcome Screen
- *Logo on Social Media/Website

TO THE
2025
WOOD COUNTY RECREATION
LEGACY EVENT

REC
WOOD COUNTY

THANK YOU
TO OUR SPONSORS
GOLD SPONSORS
SILVER SPONSORS
BRONZE SPONSORS

SILVER

- *Logo on Welcome Screen
- *Sponsor Booth in Promenade
- *Thank You Sign On Beverage Station
- *Logo on Social Media/Website

BEVERAGE STATION

THE
BLENNERHASSETT
HOTEL & SPA

SPONSORED BY
(YOUR LOGO HERE)

GOLD

- *All Benefits of Silver
- *Logo Printed on Menus
- *Logo Printed on Beverage Napkins
- *Logo on Social Media/Website

(YOUR LOGO HERE)

Steak & Chicken Buffet

HOUSE SALAD
WITH ASSORTED DRESSING

GRILLED FLANK STEAK
WITH MUSHROOM DEMI SAUCE

GRILLED CHICKEN
WITH HONEY GLAZE

ROASTED RED-SKIN POTATOES

GREEN BEANS

GRILLED VEGETABLES

THE
BLENNERHASSETT
HOTEL & SPA

ALL SPONSORS RECEIVE

10

TICKETS *and* **MEET & GREET** WITH **KIM CALDWELL**

Photo of Kim Caldwell

Kindly RSVP to kwest@woodrecreation.com

JULY 15, 2024

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY SET THE HOTEL OCCUPANCY TAX COLLECTION RATES.

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 ORDER that the HOTEL OCCUPANCY TAX COLLECTION pursuant to Chapter 7, Article 18 of the Code of West Virginia, 1931, as amended, be as follows:

- The Actors Guild of Parkersburg 0.40% with a cap of \$5,000.00
- Artsbridge 0.80% with a cap of \$5,000.00
- Belleville Homecoming 0.30% with a cap of \$2,500.00
- Blennerhassett Historical Foundation, Inc. 0.20% with a cap of \$2,500.00
- Fort Boreman Historical Park 12.61%
- Parkersburg Wood County Convention and Visitors Bureau 50.00%
- Julia-Ann Square Historical Community Association 0.40% with a cap of \$5,000.00
- Oil, Gas and Industrial Historical Association 0.60%
- Parkersburg Art Center 0.60% with a cap of \$10,000.00
- Parkersburg Homecoming, Inc. 1.00% with a cap of \$14,000.00
- Parkersburg News and Sentinel Half Marathon 0.20% with a cap of \$2,500.00
- Wood County Historical and Preservation Society 0.20% with a cap of \$2,500.00
- West Virginia Interstate Fair and Exposition 1.50%
- Wood County Parks and Recreation Commission - Mountwood Park 18.00%
- Wood County Veterans Memorial Park 13.19%

Any funds in excess of established Caps will be deposited in the Innovative Programming Grant Fund.

The aforementioned revised percentages shall begin with the distribution of the Hotel Occupancy Taxes for the month of July, 2024.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

David Blair Couch, President

Robert K. Tebay, Commissioner

James E. Colombo, Commissioner

Wood County
 Joe Gonzales, Clerk
 Instrument 88337710
 07/15/2024 @ 11:30:58 AM
 COUNTY COMMISSION ORDER
 Book 78 @ Page 870
 Pages Recorded 1

JULY 15, 2024

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF THE
GRANT AWARD FOR COMMUNITY CORRECTIONS
GRANT NO. 25-CC-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 Community Corrections Grant, No. 25-CC-29 with the West Virginia Division of Administrative Services, Justice and Community Services Section. Said Grant Award is in the amount of three hundred twenty thousand five hundred dollars and zero cents (\$320,500.00).

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/2982

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

CFDA Number: N/A	Grant Number: 25-CC-29
Payment Number: N/A	State Acct. No: 0546-2024-9920-56100
Fiscal Year: 2025	Program Name: Community Corrections
Grant Period: From: July 1, 2024 To: June 30, 2025	
Project Name: Community Corrections	
Grant ID: Community Corrections Funds	
Project Number: 25-CC-29	

Commitment # GRNT2500000047	Vendor # 212365
Grantee Name & Address: WOOD CO COMMISSION 1 COURT SQ STE 203 PARKERSBURG, WEST VIRGINIA 26101	F.E.I.N. 55-6000417

Project Description

Implement the project described in the attached agreement.

Change Orders

Number: **Date:** **Purpose:**

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
\$320,500.00

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

Date: July 1, 2024

GRANT CONTRACT AGREEMENT

BETWEEN

**DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION**

**AND THE
WOOD COUNTY COMMISSION**

25-CC-29

This **AGREEMENT**, entered into this **1st Day of July 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 utilized for the continued operation of a community corrections program in Wood, Jackson, Roane, Pleasants, and Ritchie Counties.**

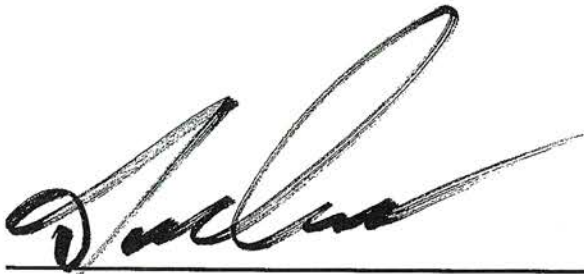
NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks, and functions necessary to implement the application which is hereto attached.
4. The Grantee will commence its duties under the Agreement on **July 1, 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 **\$320,500.00** 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.



David Blair Couch
President
Wood County Commission



Marty A. Hatfield
Assistant Director
Justice and Community Services Section



**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 (EEO Plan) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eop.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.
- 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: 7-11-24



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

2. Application Number and/or Project Name

25-CC-29

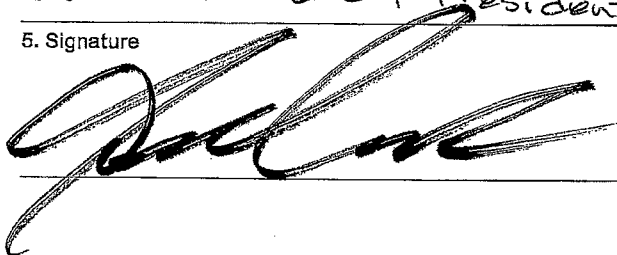
3. Grantee IRS/Vendor Number

556000 417

4. Typed Name and Title of Authorized Representative

David Blair Coch, President

5. Signature



6. Date

7/11/24

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: <u>WOOD County Commission</u>	
Address: <u>One Court Square, Parkersburg, WV 26101</u>	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DUNS Number: <u>556 000 417</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Toni Kiano, Grant Consultant</u>	
Telephone Number: <u>304-481-6409</u>	E-Mail Address: <u>tkiano@comcast.com</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|-----------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the 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, President [responsible official], certify that _____

[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 _____ 7/11/24

Print or Type Name and Title _____ Signature _____ Date _____

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

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

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an 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.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title _____ Signature _____ Date _____

RESOLUTION

The Commission of Wood County met on 7-11-24 (date) with a quorum present and passed the following resolution.

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

Signed: _____


County Clerk



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: 25-CC-29

Total Award: \$320,500.00

<u>Payment No.</u>	<u>Date</u>	<u>Amount</u>
1	7/1/2024	\$80,125.00
2	10/1/2024	\$80,125.00
3	1/1/2025	\$80,125.00
4	4/1/2025	\$80,125.00

The Honorable David Blair Couch
President
Wood County Commission

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT ("Agreement") and commitment is executed this 1st Day of July 2024, by the Mid-Ohio Valley Regional Day Report Center, hereinafter referred to as "Covered Entity", and West Virginia Department of Homeland Security, Division of Administrative Services, Justice and Community Services, hereinafter referred to as "Business Associate". Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties".

RECITALS

Covered Entity has engaged Business Associate to perform services on Covered Entity's behalf. During the course of such business relationship, Business Associate may create, receive, maintain or transmit protected health information ("PHI") from, or on behalf of, Covered Entity. Covered Entity and Business Associate are committed to complying with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 300gg, 29 U.S.C. § 1181 *et seq.*, and 42 U.S.C. §1320d *et seq.* and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 as codified at 42 U.S.C. §§ 17901 *et seq.* and 300jj *et seq.* ("HITECH") and the regulations and other guidance promulgated under both laws by the U.S. Department of Health and Human Services (collectively, "HIPAA").

HIPAA requires Covered Entity to obtain a commitment from Business Associate that Business Associate agrees to the same restrictions and conditions that apply to Covered Entity with respect to PHI under HIPAA. Accordingly, this Agreement sets forth the manner in which PHI, that is provided to, or received by, the Business Associate from the Covered Entity, or on behalf of the Covered Entity, will be handled. The Business Associate agrees as follows:

SECTION 1 DEFINITIONS

- 1.1 **Breach:** means the term "breach" in 45 C.F.R. § 164.402.
- 1.2 **Designated Record Set:** means "Designated Record Set" as defined at 45 C.F.R. § 164.501.
- 1.3 **Electronic Protected Health Information or Electronic PHI:** means Protected Health Information that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- 1.4 **HIPAA Privacy Regulations:** means the Standards of Privacy of Individually Identifiable Health Information as defined at 45 C.F.R. part 160 and part 164, subparts A and E.
- 1.5 **HIPAA Security Regulations:** means the Standards for Security of Individually Identifiable Health Information at 45.C.F.R. part 160 and part 164, subparts A and C.

- 1.6 **Individual:** means "Individual" as defined in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.7 **Protected Health Information or PHI:** has the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from, or on behalf of Covered Entity.
- 1.8 **Required by Law:** means "required by law" at 45 C.F.R. § 164.103.
- 1.9 **Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.
- 1.10 **Security Incident:** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.11 **Unsecured Protected Health Information:** has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.12 **Terminology.** Any other capitalized terms used but not otherwise defined in the Agreement shall have the same meaning as the meaning ascribed to those terms under HIPAA. Any inconsistency in the definition of a capitalized term shall be resolved in favor of a meaning that permits compliance with HIPAA.

SECTION 2 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees:

- 2.1 **Not to Use or Disclose Protected Health Information Unless Permitted.** Not to use, or further disclose, Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- 2.2 **Compliance with HIPAA.** To Comply with all Applicable obligations and requirements imposed upon Covered Entities (as that term is defined in 45 C.F.R. § 160.103) under HIPAA.
- 2.3 **Use Safeguards.** To use reasonable administrative, physical and technical safeguards, and comply, where applicable, with the HIPAA Security Regulations with respect to Electronic PHI, to prevent use or disclosure of the Protected Health Information other than as allowed by this Agreement or as otherwise Required by Law. Business Associate agrees to implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Safeguards shall include, but are not limited to,

requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary. Business Associate will maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities.

- 2.4 Agent Reporting Requirement.** To require its employees, agents, and Business Associates to immediately report to Business Associate any use or disclosure of PHI in violation of this Agreement.
- 2.5 Mitigation of Harmful Effects.** To cooperate with Covered Entity to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. In addition, Business Associate will cooperate with and implement any reasonable mitigation requests by Covered Entity relating to any actual or potential Breach or any attempted or successful Security Incident. Upon request, Business Associate will provide Covered Entity with a written report of its mitigation efforts.
- 2.6 Notice of Use or Disclosure, Security Incident or Breach.** To notify the Covered Entity in writing of any use or disclosure of Protected Health Information by Business Associate, or any agent acting on Business Associate's behalf, not permitted by this Agreement or by law, and to report any Security Incident involving Electronic PHI, and any Breach of Unsecured Protected Health Information within three (3) business days.
- (a) Business Associate shall provide the following information to Covered Entity within five (5) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than fifteen (15) calendar days from the date of discovery of a Breach:
- (i) the date of the Breach;
 - (ii) the date of discovery of the Breach;
 - (iii) a description of the types of Unsecured Protected Health Information that were involved;
 - (iv) identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
 - (v) any other details necessary to complete an assessment of the risk of harm to the Individual.

- (b) Business Associate shall also cooperate with Covered Entity in investigating such issues and assist Covered Entity in determining whether such uses, disclosures, or Security Incidents constitute a Breach of Unsecured PHI.
- (c) Business Associate shall report any uses or disclosures required to be reported under this Section 2.6 even if Business Associate deems the use or disclosure to be in good faith, unintentional, or inadvertent, or to have resulted in a low probability that the PHI has been compromised.

- 2.7 Compliance of Business Associates.** To require any Business Associates (as the term is defined in 45 C.F.R. § 160.103) to agree to the same restrictions and conditions that apply to Business Associate through this Agreement by entering into a written arrangement with its Business Associate that complies with 45 C.F.R. §§ 164.504 (e) and 164.314(a). If Business Associate becomes aware of a pattern of activity or practice of one of its Business Associates that would constitute a material breach or violation of the agreement between Business Associate and its Business Associate, Business Associate will (a) take reasonable steps to cure such breach or end the violation, as applicable, or terminate such written agreement, and (b) promptly report such material breach or violation to Covered Entity in writing.
- 2.8 Access.** To the extent that responsive information is in the possession of Business Associate, to provide access to PHI in a Designated Record Set to Covered Entity in the time and manner that meets the requirements of 45 CFR Section 164.524. In applying 45 CFR Section 164.524, in the case that Business Associate uses or maintains such information in an Electronic Health Record, Business Associate shall provide Covered Entity the information contained in such Electronic Health Record in an electronic format, as required by Section 13405(e) of HITECH.
- 2.9 Amendments.** To the extent that responsive information is in the possession of Business Associate, to incorporate any amendment(s) to Protected Health Information in the original Designated Record Set that Covered Entity directs, and in a time and manner that meets the requirements of 45 C.F.R. § 164.526.
- 2.10 Disclosure of Practices, Books, and Records.** Unless otherwise protected from discovery or disclosure by law or unless otherwise prohibited from discovery or disclosure by law, to make internal practices, books, and records available to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations but only to the extent such access is related to the use and disclosure of Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.11 Accounting.** To provide Covered Entity an accounting of the disclosures of Individuals' Protected Health Information by Business Associate, and in the time and manner that meets the requirements of 45 CFR Section 164.528 (including, without limitation, a disclosure

permitted under 45 C.F.R. § 164.512) and, as of the applicable effective dates, Section 13405(c) of HITECH and any regulations promulgated thereunder.

- 2.12 **Release of Documentation of Disclosures.** To provide to Covered Entity information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 2.13 **Retention of PHI.** To retain all documentation required by this Agreement for a period of six (6) years from the date of creation or when it was last in effect, whichever is later.
- 2.14 **Minimum Necessary.** To limit its uses and disclosures of, and request for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. § 164.502(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.
- 2.15 **Prohibition on Sale of PHI and Marketing.** To neither sell PHI nor use PHI in marketing unless requested to do so by Covered Entity in writing and such sale or marketing is permitted under HIPAA.
- 2.16 **De-Identified Information.** Not to de-identify PHI and use it, unless specifically directed to do so in writing by Covered Entity.
- 2.17 **Other Obligations.** To the extent that Business Associate is, pursuant to this Agreement, responsible for carrying out an obligation of Covered Entity on behalf of a Covered Entity under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligation.

SECTION 3

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATES

Except as otherwise limited in the Agreement, Business Associate may:

- 3.1 **Use of Protected Health Information for Specified Purposes.** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity to the extent expressly permitted in any written services agreement between Covered Entity and Business Associate, or necessary for the Business Associate to fulfill his/her role as agreed upon between Parties, provided that such use or disclosure would not violate any applicable state or federal law or the HIPAA Privacy Regulations if done by Covered Entity (except as permitted below in Sections 3.2, 3.3 and 3.4).
- 3.2 **Use of Protected Health Information for Covered Entity Management and Administration.** Use Protected Health Information for its proper management and administration or to carry out its legal responsibilities.

- 3.3 **Disclosure Required by Law or with Reasonable Assurances.** Disclose Protected Health Information for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosures are Required by Law, or provided that the Business Associate obtains the following reasonable assurances from the person or entity to whom the Protected Health Information is disclosed: 1) the Protected Health Information will remain confidential; 2) the Protected Health Information will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed; and 3) the person or entity will notify the Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached in accordance with Section 2.6 of this Agreement..
- 3.5 **Reporting Violations.** Use Protected Health Information to report violations of law to appropriate federal and state authorities as permitted by 45 C.F.R. § 164.502 (j)(1).

SECTION 4 TERM AND TERMINATION

- 4.1 **Term.** The Term of this Agreement shall be effective as of the 27th day of March 2018, and during the term of any applicable services agreement entered in to between Covered Entity and Business Associate. The Agreement shall terminate at the earliest occurrence of any of the following:
- (a) All applicable underlying services agreements between the Covered Entity and the Business Associate are terminated;
 - (b) This Agreement is terminated for cause as described in Section 4.2 below;
 - (c) The parties mutually agree to terminate this Agreement; or
 - (d) This Agreement is terminated under applicable federal, state, or local law.
- 4.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall notify Business Associate of its knowledge of such breach and shall have the right, but not the duty, to immediately terminate this Agreement and any applicable underlying services agreements. Such termination shall take effect within a reasonable period of time after written notice from Covered Entity to Business Associate that this Agreement and any applicable underlying services agreements are being terminated, absent extraordinary circumstances; provided, however, that the obligations imposed on Business Associate under this Agreement shall continue until the date when all PHI held by Business Associate is destroyed, returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with Section 4.4 below. In lieu of immediate termination, Covered Entity may, but does not have the duty to, provide Business Associate with an opportunity to cure the breach or end the violation within thirty (30) days.

4.3 *Reports to Department of Health and Human Services.* If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

4.4 *Effect of Termination.* Upon termination of this Agreement for any reason, Business Associate shall return or destroy, at Covered Entity's election, all Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, as well as the documentation required by 45 C.F.R. § 164.530(j)(1) (all of which shall be collectively referred to as Protected Health Information for purposes of this Section 4.3). Business Associate shall retain no copies of such Protected Health Information.

(a) In light of the foregoing, if return or destruction is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible, Business Associate shall:

- (i) Retain only that Protected Health Information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (ii) Extend the protections of this Agreement to all retained Protected Health Information, continue to use appropriate safeguards, and comply with the Security Rule with respect to ePHI in order to prevent use or disclosure of the retained Protected Health Information for as long as Business Associate retains the Protected Health Information.
- (iii) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set forth in Section 3 of this Agreement that applies prior to termination; and
- (iv) Destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

In the event that it becomes feasible to do so, Business Associate will destroy any remaining protected Health Information that Business Associate maintains in any form.

(b) These provisions shall apply to Protected Health Information that is in the possession of Business Associates or agents of Business Associate.

(c) Any Protected Health Information that Business Associate destroys shall be destroyed in accordance with HIPAA.

SECTION 5 MISCELLANEOUS PROVISIONS

- 5.1 *Regulatory References.*** A reference in this Agreement to a section in HIPAA means the Section in effect or as amended, and for which compliance is required.
- 5.2 *Amendment.*** The Business Associate agrees to take such action as is necessary to amend this agreement from time to time as is necessary, as determined by the Covered Entity, and for compliance with the requirements of HIPAA. Should the Business Associate amend its own privacy policies, it shall notify the Covered Entity to the extent that any modification may affect the Covered Entity's use or disclosure of PHI.
- 5.3 *Survival.*** The rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
- 5.4 *Interpretation.*** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.
- 5.5 *No Third Party Beneficiary.*** Except for the right of the Secretary or their designee to inspect under Section 2.10 of this Agreement, nothing in this Agreement shall be interpreted to give any right of any kind to any person other than the Covered Entity, and there are no third-party beneficiaries intended under this Agreement.
- 5.6 *Entire Agreement.*** This Agreement sets forth the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter of this agreement.
- 5.7 *Independent Contractor.*** Business Associate and Covered Entity are and shall remain independent contractors throughout the effective term of this Agreement. Nothing in this Agreement shall be construed to constitute the creation of a partnership, joint venture, agency relationship, or anything other than an independent contractor relationship between the Parties.
- 5.8 *Notices and Communications.*** All instructions, notices, consents, demands, or other communications required by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the appropriate party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 5.9 **Strict Compliance.** No failure by any Party to insist upon strict compliance with any term of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute waiver of, any Party's rights to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 5.10 **Severability.** Should any provision of this Agreement be determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this agreement, but every other provision of this Agreement shall remain in full force and effect.
- 5.11 **Indemnification.** Business Associate shall indemnify and hold the Covered Entity, its employees, officers, directors and agents harmless, from and against, any and all liabilities, claims, actions, penalties, or other monetary amounts assessed against them due to Business Associate's breach of the terms of this Agreement.
- 5.12 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

IN WITNESS THEREOF, the Parties hereto have duly executed this Agreement on the dates set forth below, to be effective as of the Effective Date established in Section 4.1 of this Agreement.

Covered Entity:

Hernando Escandon Date: 7/10/24

Hernando Escandon
Director
Mid-Ohio Valley Regional Day Report Center

Business Associate:

Marty Hatfield Date: July 11, 2024

Marty A. Hatfield
Assistant Director
Justice and Community Services Section

Wood County
 Joe Gonzales, Clerk
 Instrument 88337553
 07/15/2024 @ 10:41:11 AM
 COUNTY COMMISSION ORDER
 Book 78 @ Page 638
 Pages Recorded 27

JULY 15, 2024

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION PLACED ERIC LITTLE IN
NOMINATION FOR APPOINTMENT TO THE WOOD
COUNTY E9-1-1 ADVISORY BOARD.

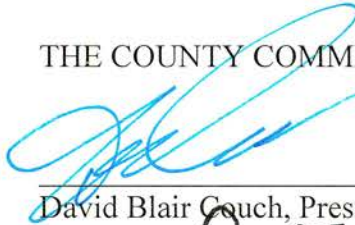
ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and made unanimous by Robert K. Tebay, placed Eric Little, media representative, in nomination for appointment to the Wood County 9-1-1 Advisory Board.

The unexpired term will expire April 30, 2026.

APPROVED:


THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/2983

Wood County
Joe Gonzales, Clerk
Instrument 88337711
07/15/2024 @ 11:33:09 AM
COUNTY COMMISSION ORDER
Book 78 @ Page 871
Pages Recorded 1

JULY 15, 2024

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ADOPTED A RESOLUTION IN
REFERENCE TO BUDGET REVISION NO. 1 IN THE COAL
SEVERANCE BUDGET FOR THE FISCAL YEAR 2024/2025.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and passed, adopted a Resolution in reference to Budget Revision No. 1 in the Coal Severance Fund Budget for the fiscal year 2024/2025. The Request for Revision to the Approved Budget, being submitted to the West Virginia State Auditor - Chief Inspector Division, Charleston, West Virginia, was signed by Joe Gonzales, Clerk of the Wood County Commission.

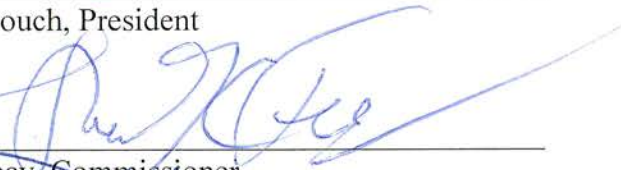
A copy of the Resolution and Request for Revision are attached to this Order and should be made a part thereof.

APPROVED:

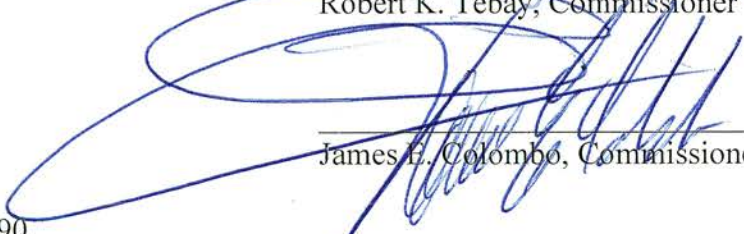
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/2990



Office of the Wood County Clerk

Wood County Courthouse
1 Court Square
P.O. Box 1474
Parkersburg, WV 26102-1474

Joe Gonzales
County Clerk

Phone: 304-424-1850

RESOLUTION

At a regular session of the county commission, held July 15th, 2024 the following order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the General County budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on Fund 2 Budget Revision Number 1, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Robert K. Tebay and seconded by James E. Colombo and made unanimous by David Blair Couch, the vote thereon was as follows:

Three lines of signatures with 'Yes' or 'No' checkboxes. The first two 'Yes' boxes are circled.

WHEREUPON, David Blair Couch, declared said resolution be, and the same is, hereby adopted as so stated above, and the President authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Ora Ash, Deputy State Auditor
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5114
 Fax: 304-340-5090
 Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER
 FY: 2025
 Fund: 2
 Rev. No. 1
 Pages: 1

County of Wood
 GOVERNMENT ENTITY

Person To Contact Regarding Request: PO Box 1474
 Name: James Poling STREET OR PO BOX
 Phone: (304) 424-1854
 Fax: (304) 424-1809 Parkersburg 26102
 Email: jpoling@woodcountywv.com CITY ZIP CODE

COUNTY
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
298	Assigned Fund Balance	20,000	6,702		26,702
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 6,702

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
980	Sheriff-Law Enforcement	20,000	6,702		26,702
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures 6,702

APPROVED BY THE STATE AUDITOR
 BY: Deputy State Auditor, Local Government Services Div. Date

Joe Gonzalez
 AUTHORIZED SIGNATURE OF ENTITY

07-15-2024
 APPROVAL DATE

Wood County
 Joe Gonzalez, Clerk
 Instrument 88338280
 07/15/2024 @ 09:18:04 AM
 COUNTY COMMISSIONER JORDER
 Book 79 @ Paper
 Pages Recorded

Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
5461	WV ST TRE	WV STATE TREASURER'S OFFICE	HAND	07/10/2024	4,800.00	
178160	HOUSETOHOME	HOUSE TO HOME	REGULAR	07/10/2024	10,000.00	
178161	HUMANE SO	HUMANE SOCIETY	REGULAR	07/10/2024	22,583.33	
178162	MUSEUMSMOV	MUSEUMS OF THE MID-OHIO VALLEY	REGULAR	07/10/2024	7,500.00	
178163	INSIGHT	INSIGHT PUBLIC SECTOR INC	REGULAR	07/11/2024	31,802.32	
178164	MURRAY	MURRAY SHEET METAL	REGULAR	07/11/2024	350,000.00	
GENERAL FUND Bank Id 101 Totals					426,685.65	

L
R

Check Register Report for Wood County Commission

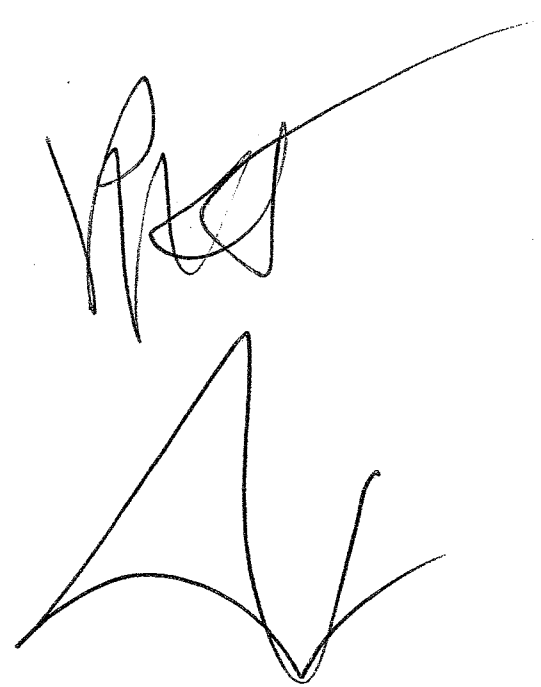
Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
5463	HEALTH	HIGHMARK WEST VIRGINIA	HAND	07/11/2024	9,205.44	
5464	HEALTH	HIGHMARK WEST VIRGINIA	HAND	07/11/2024	6,638.47	
5465	HEALTH	HIGHMARK WEST VIRGINIA	HAND	07/11/2024	4,347.70	
178163	INSIGHT	INSIGHT PUBLIC SECTOR INC	REGULAR	07/11/2024	31,802.32	
178164	MURRAY	MURRAY SHEET METAL	REGULAR	07/11/2024	350,000.00	
GENERAL FUND Bank Id 101 Totals					402,013.93	
Report Totals					402,013.93	



A large, stylized handwritten signature or scribble in black ink, located in the lower right quadrant of the page. It consists of several overlapping loops and lines, resembling a cursive signature.

Check Register Report for Wood County Commission

Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
8849	DICKWARNER	WARNER PROFESSIONAL BUILDING	REGULAR	07/10/2024	1,095.00	
8850	JACKSON COUNT	JACKSON COUNTY PROPERTIES, LLC	REGULAR	07/10/2024	1,030.00	
8851	LANCE	PHYLISS LANCE	REGULAR	07/10/2024	550.00	
8852	WCC	WOOD COUNTY COMMISSION	REGULAR	07/10/2024	1,725.00	
COMM.CRIMINAL JUSTICE FUND Bank Id 172 Totals					4,400.00	

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Check Register Report for Wood County Commission

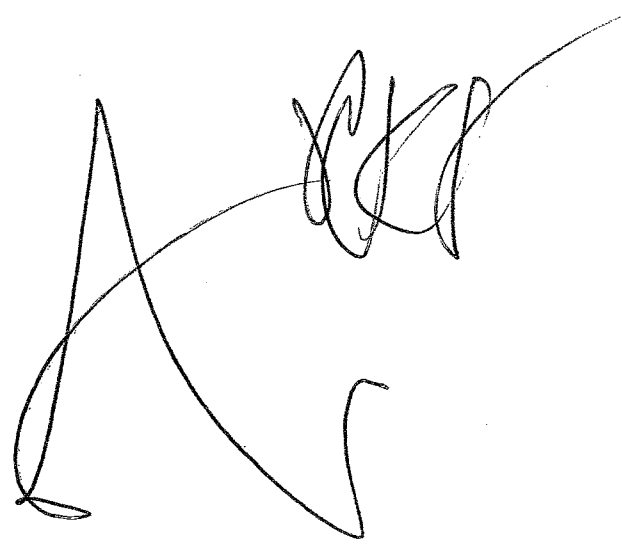
Check No	Vendor Id	Vendor Name	Type	Check Date	Check Amount	Rec
7042	APPROVED	APPROVED ATTORNEYS TITLE CO	REGULAR	07/11/2024	11.00	
7043	BESTITLE	BESTITLE	REGULAR	07/11/2024	12.00	
7044	GOLDEN	VANCE GOLDEN III,ATTY	REGULAR	07/11/2024	138.00	
7045	PALMER,DG	DAVID G. PALMER	REGULAR	07/11/2024	49.00	
7046	RABER	RABER LAW OFFICES	REGULAR	07/11/2024	20.00	
7047	TEBAY III	ROBERT K TEBAY III	REGULAR	07/11/2024	10.00	
7048	THOMASCJACKS	THOMASCJACKSON	REGULAR	07/11/2024	6.50	
7049	TITLEFIRSTAGEN	TITLE FIRST AGENCY INC	REGULAR	07/11/2024	20.00	
7050	VANQUISH	VANQUISH LAND TITLE	REGULAR	07/11/2024	13.00	
7051	WHITESAM	SAMUEL I WHITE PC	REGULAR	07/11/2024	10.00	
7052	WVAFFORD	WV HOUSING DEVELOPMENT FUND	REGULAR	07/11/2024	1.00	

COUNTY CLERK REFUND Bank Id 405R Totals

290.50

Report Totals

431,376.15



A large, stylized handwritten signature in black ink, located in the bottom right quadrant of the page. The signature is cursive and appears to be a name, possibly 'J. R. ...', though it is difficult to decipher due to its style.