

COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston WV 26452
Phone:(304) 269-8200
FAX: (304) 269-2416
Email:lewiscountycommission@lewiscountywv.org
Website: lewiscountywv.org



COMMISSIONERS:
Bobby Stewart, President
Rod Wyman, Commissioner
Agnes Queen, Commissioner

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
AMENDED MEETING AGENDA
TUESDAY, APRIL 15, 2025**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

1. 10:00 AM **Call Meeting to Order** *(action required)*
2. 10:00 AM **John Breen, Lewis County Assessor**
RE: Exonerations, Consolidations, Apportionments
Draft copies will be available for review two business days prior to the meeting date. *(action required)*
3. 10:05 AM **National Telecommunicators Week:** The Lewis County Commission will consider executing a proclamation in support of National Telecommunicators week. *(action required)*
4. 10:10 AM **National Day of Prayer:** The Lewis County Commission will consider executing a proclamation in support of the National Day of Prayer.
(action required)
5. 10:15 AM **William R. Sharpe Jr. Hospital Friends Auxiliary:** Krista Atkins, Volunteer Coordinator, presenting on behalf of the Friends Auxiliary, will provide a presentation about the Weston State Hospital Cemetery initiatives and submit a request for a letter of support. *(action required)*
6. 11:00 AM **In Accordance with West Virginia Code §11-8-10a, the Lewis County Commission will Lay the Fiscal Year 2026 Levy** *(action required)*

CORRESPONDENCE

7. **Upshur County Commission Meeting Agenda:** The April 10, 2025 Upshur County Commission meeting agenda is presented for review. *(information only)*

8. **West Virginia Division of Corrections & Rehabilitation:** The Regional Jail invoice for the month of March 2025 in the amount of \$53,840.02 is presented for review. The invoice amount for February 2025 was \$31,660.46. The invoice amount for March 2024 was \$42,821.28. The current daily bed rate is \$57.46. Lewis County has been billed for 8,574 beds during the current fiscal year. *(information only)*
9. **Department of Homeland Security:** Division of Administrative Services submits a letter to inform Lewis County Commission the Overage Per Diem Rate will increase to \$68.95 during the month of April 2025. *(information only)*
10. **Disbursement of Wireless E-911 Subscriber Fees:** The WV Public Service Commission submits a letter stating a check in the amount of \$195,843.75 will be mailed directly from the WV State Auditor's Office for the months of January, February and March 2025. The amount for the last quarter of 2024 was \$191,629.43 and the amount for this quarter last year was \$195,747.54. *(information only)*
11. **Lewis County Sheriff's Financial Statement:** The March 2025 Lewis County Sheriff's Financial Statement is presented for review. The March 2024 and the amended February 2025 financial statements are also presented for review. *(information only)*
12. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Lewis-Gilmer E-911 Center Ribbon Cutting and Dedication, Fire Board, Corridor H Water Extension meeting, County Commissioners Association of WV Legislative Overview, Building Commission, 911 Advisory Board, etc.

BUSINESS

13. **Safe Sites and Structures Demolition of Structures:** The Commission will open the bid submissions for the demolition of structures and consider bid awards. The properties submitted for demolition are as follows: 2681 Sassafras Road, Weston, 5343 US Highway Route 19, Jane Lew, 96 Broad Run Road, Jane Lew, and 489 Homewood Road, Weston. *(action required)*
14. **Lewis County Deputy Sheriff Oath of Office:** Haley Rose Smith will be administered the oath of office for the Lewis County Sheriff Department. *(action required)*
15. **Lewis County Deputy Sheriff Oath of Office:** Ian Riley Forinash will be administered the oath of office for the Lewis County Sheriff Department. *(action required)*
16. **Louis Bennett Library Board Reappointment:** The Louis Bennett Public Library submits a letter of request to reappoint board member James Dennison for a term ending June 30, 2030. *(action required)*
17. **Lewis County Park Bid Opening:** The Commission will open the bids for the Lewis County Park parking lot construction and consider the bid award. *(action required)*
18. **Lewis County Economic Development Authority:** Director, Ray Smith submits a request for funding for the Economic Development Authority to purchase a property contiguous to and adjoining the future business park. *(action required)*
19. **Justice Assistance Grant (JAG) Program:** The Commission will consider acceptance of the Justice Assistance Grant Program award in the amount of \$15,000.00. The funds will be used to employ one or more Prevention Resource Officers (PROs) to act as mentors, role models, and advocates for students in Lewis County Schools. *(action required)*
20. **Time Sheets/Annual or Sick Leave Requests:** No Leave Requests *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

- 21. Actions of the Clerk:** The Lewis County Clerk presents actions of the clerk in recess of the county commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 22. Approval of Estates:** The Lewis County Clerk presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 23. Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
- 24. Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

ADJOURNMENT:

- 25. With no further action being required by the Lewis County Commission the meeting will be adjourned.** *(action required)*

LEWIS COUNTY COMMISSION MEETING MANAGEMENT

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given a ten (10) minute time allowance.
- Agenda Items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two(2) commissioners are in attendance.

Additional Notices

1:00 pm April 15, 2025

2:00 pm April 15, 2025

1:00 pm April 22, 2025

Work Session with James Taylor, Director LCEMS

Work Session with Mayor Harbert, Town of Jane Lew

Phase I Water Project Groundbreaking Ceremony

National Telecommunicators Week 2025

WHEREAS, this week is a time to recognize the community's health, safety and well-being are often dependent on the commitment and steadfast devotion of Telecommunicators; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our First Responders is dependent upon the quality and accuracy of information obtained from citizens who telephone the communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Telecommunicators have assisted with the apprehension of criminals, suppression of fires, and treatment of patients. The work of these "unseen first responders" is invaluable in emergency situations; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

WHEREAS, each of these dedicated individuals deserve our heartfelt appreciation.

NOW, THEREFORE, the Lewis County Commission proclaims the week of April 12, 2025 – April 18, 2025 as "National Telecommunications Week" in Lewis County in honor of the individuals whose diligence and professionalism keep our citizens safe.

Bobby Stewart, President

Rod Wyman, Commissioner

Agnes Queen, Commissioner

Date

ATTEST: Rebecca Carder, Interim County Clerk



Proclamation

WHEREAS, the National Day of Prayer is an annual day of observance held on the first Thursday of May; and

WHEREAS, this event was created in 1952 by a joint resolution of the United States Congress and signed into law by President Harry S. Truman; and

WHEREAS, the National Day of Prayer is dedicated for individuals to enter into prayer and meditation for the wisdom and guidance of our leaders; and

WHEREAS, on this day the importance of gratitude and thanksgiving for the freedoms enjoyed by all citizens is to be recognized; and

NOW, THEREFORE, BE IT PROCLAIMED, The County Commission of Lewis County does hereby designate Thursday, May 1, 2025, as the National Day of Prayer.

Bobby Stewart
President

Rod Wyman
Commissioner

Agnes Queen
Commissioner

Attest: Rebecca Carder, Interim County Clerk
April 15, 2025

TALA and Sharpe Partner to Memorialize Patients from the State Hospital

By Alli Clark
Staff Writer

Members of the staff from William R. Sharpe Jr. Hospital and from the Trans-Allegheny Lunatic Asylum (TALA) worked together to create a memorial service to recognize those who lost their lives while being cared for at the former State Hospital.

Organizer and Volunteer Services Coordinator Krista Adkins welcome everyone in attendance to the event.

Prior to the event 4,000 American flags were placed to mark the lives of those who passed away at the former hospital. The flags were placed at the three cemeteries to remember those patients.

Pat Ryan, Sharpe Hospital Chief Executive Officer (CEO), said that they hope to be able to eventually partner with TALA in creating new grave markers for each individual who died at the old hospital.

"It reminds me of the history



Krista Adkins, Volunteer Services Coordinator for William R. Sharpe Jr. Hospital, organized the service which honored patients that were buried in the cemeteries at the Trans-Allegheny Lunatic Asylum (TALA) formerly the Weston State Hospital. (Staff photo by Alli Clark)



Terrie Lewis, of Sharpe Hospital, reads scripture from the Bible to begin the patient memorial ceremony. (Staff photo by Alli Clark)

of Weston being here [at TALA]. We are so glad of the Jordans to partner with us and commemorate this event," said Ryan.

"This makes us proud of our history and we want to make sure everyone knows these people's names," he said.

Rebecca Jordan Gleason took attendees from the main building at TALA to the second cemetery, where the memorial ceremony was held. Along the way she noted all the different buildings along the grounds at TALA and explained what each was used for in previous days.

"We are so happy that we are able to partner with Sharpe, and we hope that we will be able to keep honoring the patients who once resided here," said Gleason.

Adkins said that she hopes to make the event an annual event to remember those patients who lost their lives here and also to put a spotlight on mental health awareness month which is May.



Pictured are those who attended the ceremony at TALA in remembrance of those who lost their lives at the Weston State Hospital. (Staff photo by Alli Clark)

**Traditional
Latin Mass**

Sharpe Salon Hosts Ribbon Cutting



From: Adkins, Krista D <krista.d.adkins@wv.gov>
Sent: Thursday, April 10, 2025 11:42 AM
To: srogers lewiscountywv.org
Subject: News Article
Attachments: Memorial Service 2017 News Article.pdf

Hi Sherry,

Please find attached a news article that was published May 31, 2017 in the Weston Democrat regarding The Friends Auxiliary's Cemetery Memorial Services. I have also included some images of annual memorial services and ongoing preservation efforts of The Friends Auxiliary.







After





Thanks,
Krista Adkins

The Friends Auxiliary

Upshur County Commission Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda_and_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535.

Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.

Date of Meeting: April 10, 2025

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• March 27, 2025

1:00 p.m. Hearing to accept the Last Will & Testament of Betty Enoch and appoint a personal representative. *

Items for Discussion / Action / Approval:

1. Correspondence from Cheyenne Troxell, Director of the 18th Judicial Circuit Community Corrections Program, on behalf of the Board, requesting to purchase a 2025 Ford F150 Super Crew Truck from Jenkins Ford in the amount of \$46,310. Bids were previously opened and read aloud during the Commission Meeting held on March 27, 2025. *
2. Approval and signature of the Section 125 Flexible Benefit Plan Adoption Agreement by and between American Fidelity Assurance Company. *
3. Review and consider a fee schedule update for the Lewis Upshur Animal Control Facility to reflect a decrease in the adoption fees for felines and canines spayed or neutered using grant funding. *
4. Review and approve a "Request for Proposals" for a Parking Lot Concrete Paving Project for the 18th Judicial Circuit Community Corrections Program. Sealed bids must be received no later than 4:00 p.m. Wednesday, May 7, 2025. Proposals will be opened on Thursday, May 8, 2025 at 9:15 a.m. during the regularly scheduled Commission Meeting. *
5. Consider the appointment of Matthew Poling to fill a vacancy on the Upshur County Farmland Protection Board as the Tygart Valley Conservation District Representative, effective immediately through June 30, 2027. *
6. Consider approving an Application for Donated Leave and the granting of leave under the Family Medical Leave Act (FMLA). *

Item may lead to Executive Session per WV Code §6-9A-4 (A)

Under separate cover

7. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. Correspondence from the State Auditor's Office regarding a Notice of Approval of the Levy Estimate for Upshur County for the fiscal year beginning July 1, 2025.
2. Letter from Susan M. Pierce, Deputy State Historic Preservation Officer, regarding the Buckhannon Turn Lane Project in Upshur County. It has been determined that the project will have no adverse effect on the Old Upshur County Jailhouse or any other resources eligible for or included in the National Register of Historic Places.
3. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoices for Upshur County for March, 2025. The first invoice reflects 888 inmate days X the base rate of \$57.46 per diem rate totaling \$51,024.48 and the second invoice reflects 606 inmate days X the Overage Rate of \$68.95 per diem rate totaling \$41,783.70. The grand total for March 2025 is \$92,808.18. The February invoice was \$79,179.88. This amount does not include credits and additional debits made during this period.
4. Letter from the State of West Virginia Department of Homeland Security Division of Administrative Services regarding the statutory eligibility requirements for counties to receive funds from the Jail Operations Partial Reimbursement Fund ("JOPRF").
5. Freedom of Information Act (FOIA) request and fulfillment from Protile USA and an amended request/response for Inovo AI Solutions LLC.
6. Upshur County Building and Floodplain Permits for March 2025.
7. Lewis-Upshur Animal Control Facility Reports for the month of March 2025. During this period, 85 animals were received by the Facility.
 - Revenue Report
 - Account of Animals Report
 - Animal Control/Humane Officer Animal Report
8. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - Rotary Blood Screening April 12 & 26, 2025
 - Upshur County Baby Shower April 24, 2025
 - b) Agendas and/or Notice of Meetings:
 - Elkins Road Public Service District April 1, 2025
 - Council of the City of Buckhannon April 3, 2025
 - Upshur County Farmland Protection April 15, 2025
 - Upshur County Building Commission April 15, 2025
 - c) Meeting Minutes:
 - Elkins Road Public Service District March 4, 2025

***Dates and times of monthly board meetings are viewable at:**

www.upshurcounty.org -- Upcoming events are listed on the main page.

9. Appointments Needed or Upcoming:
 - Farmland Protection Board – Tygart Valley Conservation Representative

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or chughes@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for*

*boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ****

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: http://www.upshurcounty.org/agenda_and_minutes/index.php

Tabled Items

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

Tabled 8-1-2024: Review a Resolution from the Upshur County Fire Board requesting the Upshur County Commission to consider an increase in the Fire Protection Service Fees by the next ballot referendum, as provided in WV Senate Bill 872. Consider taking action, per W.Va. Code §7-17-12(c)(2). *

Tabled 3-27-2025: Conduct bid opening and potential award for a vehicle for the 18th Judicial Circuit Community Corrections Program. *

Next Regular Meeting of the Upshur County Commission

April 17, 2025 --- 9:00 a.m.

Upshur County Courthouse Annex

There will be a Special Meeting held on April 15, 2025 at 9:00 a.m.

STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS & REHABILITATION



WILLIAM K MARSHALL III
COMMISSIONER

ROBERT CUNNINGHAM
CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 -- Telephone
304-558-5367 -- Fax

BASE RATE FY25 LEWIS COUNTY
PO BOX 466
WESTON, WV 26452

Invoice Number: 312559F0

Invoice Date: 4/3/2025 1:38:18 PM

Month of Service: March, 2025

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Base Rate FY25 Lewis County for the month of March, 2025. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

Detailed information, including names of inmates and the number of days of inmate maintenance, to support the invoice is attached.

Month: March

Number of Inmate Days: 937

Per Diem Rate: \$57.46

Amount Due: March, 2025

\$53,840.02

This invoice amount is due and payable upon receipt.

Please Remit Payment to:
WV Division of Corrections and Rehabilitation
PO Box 40258
Charleston, WV 25364



State of West Virginia
Department of Homeland Security
Division of Administrative Services

1124 Smith Street
Charleston, WV 25301
(304) 558-2350



ROBERT CUNNINGHAM
CABINET SECRETARY

TINA DESMOND
DIRECTOR

April 4, 2025

Lewis County Commission
110 Center Ave
Weston, WV 26452

Dear Commission,

The Division of Administrative Services provides accounts receivable services to the Division of Corrections and Rehabilitation. These services include preparing the monthly invoices for counties and municipalities for persons lodged in a regional jail. I am writing to you today on behalf of the Division of Corrections and Rehabilitation concerning the statutory eligibility requirements for counties and municipalities to receive funds from the Jail Operations Partial Reimbursement Fund ("JOPRF").

As you should know, funds from the JOPRF are typically disbursed to counties and municipalities shortly after the end of each fiscal year pursuant to West Virginia Code §15A-3-17. The pertinent language in the statute governing eligibility for payments from the JOPRF states: "*Provided, That only counties and municipalities that, on July 1 of each year, are not more than 90 days delinquent in payments for moneys to incarcerate its offenders are eligible to receive this reimbursement: Provided, however, That the pro rata share formula shall not include the counties or municipalities which are not entitled to reimbursement pursuant to this section.*"

A copy of your most recent regional jail statement is enclosed with this letter. Anytime you have a question about your jail statement, outstanding balances, or payments you can contact Angela Nitardy, Accounts Receivable Manager, at the Division of Administrative Services by calling (304) 352-0218 or by emailing her at Angela.D.Nitardy@wv.gov.

Thank you for your time and consideration in this matter. The Division of Corrections and Rehabilitation values its relationships with the state's counties and municipalities and appreciates the efforts undertaken to remain current in these per diem payments. Please do not hesitate to contact me if you have additional questions or concerns, and all available assistance will be provided in the pursuit of achieving our mutual goals and obligations.

Sincerely,

Tina Desmond, Director



State of West Virginia
Department of Homeland Security
Division of Administrative Services
1124 Smith Street
Charleston, WV 25301
(304) 558-2350



ROBERT CUNNINGHAM
CABINET SECRETARY

TINA DESMOND
DIRECTOR

April 7, 2025

Lewis County Commission
110 Center Ave.
Weston, WV 26452

Dear Commission,

This letter is to alert you that it is likely your county's inmate billing rate will be changing over to the next rate, which is the Overage Per Diem Rate of \$68.95, during this month of April 2025.

During the 2023 Regular Session of the Legislature, HB3552 was passed and subsequently approved by the Governor on March 29, 2023. This bill amended West Virginia Code §15A-3-16, relating to jail per diem costs. In subsection (k), it states the base rate per day, per inmate rate shall be set at \$57.46. It also states a county will be billed based on a pro rata number of inmate days. That pro rata number of inmate days will be calculated by **multiplying each county's population as contained in the 2020 United States Census by .52.**

Each county is responsible for the following regarding annual per diem jail costs:

- **80% of the current per diem rate for the first 80% of its pro rata share of total billed inmate days. This rate is determined to be \$45.97.**
- **100% of the current per diem rate for its inmate days that are greater than 80% and up to 100% of its pro rata share of total billed inmate days. This would be the base per diem rate of \$57.46.**
- **120% of the current per diem rate for its inmate days that exceed 100% of its pro rata share of total billed inmate days. This rate is determined to be \$68.95.**

Based on the data from the US 2020 Census, 100% of your county's pro rata days is ... **8,857** days

As of 3/31/2025, your county has been billed (including days of debits and credits) ... **8,574** days

If you have any questions, please contact Angela Nitardy, Accounts Receivable Manager, at 304-352-0218 or by email at Angela.D.Nitardy@wv.gov.

Very respectfully,

Tina Desmond
Director

April 7, 2025

Lewis County Commission
110 Center Avenue
Weston, WV 26452

SUBJECT: Disbursement of Wireless E-911 Subscriber Fees

Dear President Stewart:

A check in the amount of \$195,843.75 representing a disbursement of Wireless E-911 subscriber fees will be mailed directly from the West Virginia State Auditor's Office. This amount is your County's share of the fees remitted to the Public Service Commission for the months of January, February and March, 2025. The next disbursement will be in three months.

I can be reached at our toll-free number, 1-800-344-5113, Extension 364, or direct at 304-340-0364, should you have any questions about the disbursement calculation or about the fees in general.

Sincerely,

A handwritten signature in blue ink, appearing to read 'N. Nelson', is written over the word 'Sincerely,'.

Nathan Nelson
Budget & Finance Manager

NN:sc

Lewis County Financial Statement
Month Ending- March 2025

Lewis County
04/09/2025 @ 03:19:54 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	6,042,872.42	\$339,849.64	\$294,559.88	\$1,042,855.05	5,634,426.89
Coal Severence	44,542.09	\$113.49	\$0.00	\$0.00	44,655.58
General School	5,588.84	\$5,806.17	\$0.00	\$0.00	11,395.01
Magistrate Court	2,771.56	\$1,628.51	\$0.00	\$148.31	4,251.76
Worthless Check	6,494.20	\$41.59	\$0.00	\$0.00	6,535.79
Dog and Kennel	23,972.40	\$163.44	\$0.00	\$665.59	23,470.25
Home Detention	104,323.94	\$8,220.87	\$0.00	\$4,673.71	107,871.10
Emergency 911 Fund	3,627,322.95	\$205,953.60	\$0.00	\$607,635.47	3,225,641.08
Lewis County Aquatic Fund	588,303.33	\$1,498.96	\$0.62	\$0.00	589,802.91
Citizens Education	25,155.96	\$64.92	\$0.00	\$0.00	25,220.88
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$2,631.02	\$0.00	\$2,631.02	0.00
Sheriff Special Account-State	25,139.21	\$64.05	\$0.00	\$0.00	25,203.26
County Building	470,885.28	\$617.66	\$0.00	\$0.00	471,502.94
Board of Health	796,246.74	\$89,276.12	\$0.00	\$95,563.80	789,959.06
Tax Lien	49,591.41	\$0.00	\$0.00	\$0.00	49,591.41
Delinquent Nonentered	18,269.98	\$150.00	\$0.00	\$0.00	18,419.98
Concealed Weapons	51,627.73	\$628.60	\$0.00	\$0.00	52,256.33
Assessor Valuation	205,508.58	\$27,071.84	\$0.00	\$21,063.93	211,516.49
Voters Resitration	659.71	\$4.88	\$0.00	\$0.00	664.59
State Current	0.00	\$44.48	\$5,784.45	\$5,828.93	0.00
Criminal Charges	0.00	\$1,395.28	\$0.00	\$1,395.28	0.00
Court Reporter	0.00	\$105.00	\$0.00	\$105.00	0.00
State Police	0.00	\$350.00	\$0.00	\$350.00	0.00
Vehicle License - DMV	0.00	\$29,662.26	\$0.00	\$29,662.26	0.00
State Fines	0.00	\$5,000.00	\$0.00	\$5,000.00	0.00
Jury Fund	(1,096.88)	\$1,096.88	\$0.00	\$0.00	0.00
WV Deputies Fund	1,106.50	\$809.00	\$0.00	\$1,102.00	813.50
General Current Expenses	0.00	\$12,721.21	\$434,979.43	\$447,700.64	0.00
Excess Levy	0.00	\$6,676.13	\$238,799.06	\$245,475.19	0.00
Weston Current	0.00	\$226.19	\$29,415.38	\$29,641.57	0.00
Jane Lew Current	0.00	\$24.62	\$3,202.42	\$3,227.04	0.00
County Clerk Election Administration	16,669.76	\$835.72	\$0.00	\$0.00	17,505.48
County Clerk Real Property E-Record	16,669.76	\$835.72	\$0.00	\$0.00	17,505.48
LC Blueprint Community	59,387.99	\$0.00	\$0.00	\$0.00	59,387.99
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ARPA - PILT	\$137,524.22	\$350.41	\$0.00	\$0.00	137,874.63
American Rescue Plan	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Certified to State	\$247,844.75	\$5,350.96	\$0.00	\$22,248.46	230,947.25
Opioid Settlement	\$252,975.93	\$644.57	\$0.00	\$0.00	253,620.50
County Fire Protection	\$32,793.00	\$83.55	\$0.00	\$0.00	32,876.55
EMS Salary Enhancement	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Financial Stabilization	\$1,826,241.38	\$0.00	\$0.00	\$0.00	1,826,241.38
Totals	\$14,679,393.45	\$780,971.11	\$1,006,741.24	\$2,597,947.02	\$13,869,158.78

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or -)

\$14,846,104.46

\$1,749,370.15

\$768,924.47

\$3,500.00

Bank Errors

Bank Errors

Bank Errors

Total

Total in county Depositories and Office

\$13,869,158.78

True Balance

\$13,869,158.78

I, Mr. Metz, Sheriff of Lewis Co., West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co., West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

Philip E Metz
4-9-2025
, Sheriff & Treasurer, Lewis County

Difference

Dated and sworn to on this date.

Lewis County Financial Statement
Month Ending- March 2024

LEWIS COUNTY
04/09/2024 @ 12:05:11 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,182,627.72	\$376,375.59	\$450,610.92	\$744,603.21	4,265,011.02
Coal Severence	48,628.75	\$115.91	\$0.00	\$0.00	48,744.66
General School	7,432.62	\$6,821.97	\$0.00	\$0.00	14,254.59
Magistrate Court	155.24	\$1,876.57	\$0.00	\$50.00	1,981.81
Worthless Check	12,315.73	\$54.39	\$0.00	\$0.00	12,370.12
Dog and Kennel	14,640.17	\$599.83	\$0.00	\$802.81	14,437.19
Home Detention	66,015.03	\$11,336.53	\$0.00	\$1,865.50	75,486.06
Emergency 911 Fund	3,936,568.49	\$37,474.91	\$0.00	\$240,381.56	3,733,661.84
Lewis County Aquatic Fund	570,918.10	\$1,360.82	\$0.47	\$0.00	572,279.39
Citizens Education	19,902.67	\$47.44	\$0.00	\$0.00	19,950.11
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$2,197.57	\$0.00	\$2,197.57	0.00
Sheriff Special Account-State	14,822.49	\$35.33	\$0.00	\$0.00	14,857.82
County Building	459,205.09	\$560.75	\$0.00	\$0.00	459,765.84
Board of Health	771,318.80	\$67,127.99	\$0.00	\$91,443.35	747,003.44
Tax Lien	146,845.33	\$0.00	\$0.00	\$0.00	146,845.33
Delinquent Nonentered	31,455.10	\$0.00	\$0.00	\$0.00	31,455.10
Concealed Weapons	51,628.38	\$685.80	\$0.00	\$0.00	52,314.18
Assessor Valuation	198,659.88	\$25,038.94	\$0.00	\$20,724.80	202,974.02
Voters Resitration	638.76	\$6.27	\$0.00	\$0.00	645.03
State Current	0.00	\$16.26	\$6,854.24	\$6,870.50	0.00
Criminal Charges	0.00	\$1,168.98	\$0.00	\$1,168.98	0.00
Court Reporter	0.00	\$50.00	\$0.00	\$50.00	0.00
State Police	25.00	\$315.00	\$0.00	\$340.00	0.00
Vehicle License - DMV	0.00	\$30,866.65	\$0.00	\$30,866.65	0.00
State Fines	0.00	\$3,157.29	\$0.00	\$3,157.29	0.00
Jury Fund	0.00	\$3,916.36	\$0.00	\$3,916.36	0.00
WV Deputies Fund	579.00	\$570.50	\$0.00	\$574.50	575.00
General Current Expenses	0.00	\$8,588.06	\$607,082.41	\$615,670.47	0.00
Excess Levy	0.00	\$51,296.31	\$282,965.79	\$334,262.10	0.00
Weston Current	0.00	\$140.79	\$59,330.26	\$59,471.05	0.00
Jane Lew Current	0.00	\$15.74	\$6,633.57	\$6,649.31	0.00
County Clerk Election Administration	3,420.65	\$179.33	\$0.00	\$0.00	3,599.98
County Clerk Real Property E-Record	3,420.65	\$179.33	\$0.00	\$0.00	3,599.98
LC Blueprint Community	41,847.53	\$0.00	\$0.00	\$0.00	41,847.53
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ARPA - PILT	\$133,464.77	\$318.12	\$0.00	\$0.00	133,782.89
American Rescue Plan	\$2,859,345.55	\$856.52	\$0.00	\$0.00	2,860,202.07
Certified to State	\$159,626.50	\$380.48	\$0.00	\$0.00	160,006.98
Opioid Settlement	\$277,426.04	\$661.26	\$0.00	\$0.00	278,087.30
County Fire Protection	\$46.32	\$8.47	\$0.00	\$7.00	47.79
EMS Salary Enhancement	\$143,881.37	\$342.95	\$0.00	\$0.00	144,224.32
Financial Stabilization	\$1,740,765.05	\$0.00	\$0.00	\$0.00	1,740,765.05
Totals	\$15,897,627.49	\$665,718.78	\$1,413,477.66	\$2,196,046.78	\$15,780,777.15

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or -)

Total in county Depositories and Office

\$16,981,922.24

\$1,937,556.87

\$732,911.78

\$3,500.00

\$15,780,777.15

Bank Errors

Bank Errors

Bank Errors

Total

True Balance

\$15,780,777.15

I, David C. Goss, Sheriff of Lewis County, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis County, West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

David B. Goss
Sheriff & Treasurer,
County

Difference

Dated and sworn to on this date.

Amended

Lewis County Financial Statement
Month Ending- February 2025

Lewis County
04/09/2025 @ 03:20:07 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,871,007.92	\$340,819.25	\$1,668,576.17	\$837,530.92	6,042,872.42
Coal Severance	44,439.82	\$102.27	\$0.00	\$0.00	44,542.09
General School	2,898.65	\$2,690.19	\$0.00	\$0.00	5,588.84
Magistrate Court	3,143.97	\$1,496.53	\$0.00	\$1,868.94	2,771.56
Worthless Check	6,479.29	\$14.91	\$0.00	\$0.00	6,494.20
Dog and Kennel	14,471.05	\$32,178.56	\$0.00	\$22,677.21	23,972.40
Home Detention	100,597.50	\$8,791.66	\$0.00	\$5,065.22	104,323.94
Emergency 911 Fund	3,795,248.85	\$8,703.77	\$0.00	\$176,629.67	3,627,322.95
Lewis County Aquatic Fund	586,943.40	\$1,350.77	\$9.16	\$0.00	588,303.33
Citizens Education	24,809.69	\$718.21	\$0.00	\$371.94	25,155.96
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$3,183.27	\$0.00	\$3,183.27	0.00
Sheriff Special Account-State	25,081.49	\$57.72	\$0.00	\$0.00	25,139.21
County Building	469,182.71	\$1,702.57	\$0.00	\$0.00	470,885.28
Board of Health	805,087.37	\$95,597.05	\$0.00	\$104,437.68	796,246.74
Tax Lien	49,591.41	\$0.00	\$0.00	\$0.00	49,591.41
Delinquent Nonentered	18,269.98	\$0.00	\$0.00	\$0.00	18,269.98
Concealed Weapons	51,277.98	\$349.75	\$0.00	\$0.00	51,627.73
Assessor Valuation	166,027.13	\$59,832.94	\$0.00	\$20,351.49	205,508.58
Voters Registration	659.71	\$0.00	\$0.00	\$0.00	659.71
State Current	0.00	\$19.28	\$32,408.34	\$32,427.62	0.00
Criminal Charges	0.00	\$517.00	\$0.00	\$517.00	0.00
Court Reporter	0.00	\$5.87	\$0.00	\$5.87	0.00
State Police	25.00	\$250.00	\$0.00	\$275.00	0.00
Vehicle License - DMV	0.00	\$27,760.66	\$0.00	\$27,760.66	0.00
State Fines	0.00	\$588.00	\$0.00	\$588.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$1,096.88	(1,096.88)
WV Deputies Fund	690.00	\$1,102.00	\$0.00	\$685.50	1,106.50
General Current Expenses	0.00	\$1,935.74	\$2,481,980.57	\$2,483,916.31	0.00
Excess Levy	0.00	\$1,070.94	\$1,337,832.34	\$1,338,903.28	0.00
Weston Current	0.00	\$31.01	\$52,128.95	\$52,159.96	0.00
Jane Lew Current	0.00	\$2.04	\$3,436.62	\$3,438.66	0.00
County Clerk Election Administration	15,208.20	\$1,461.56	\$0.00	\$0.00	16,669.76
County Clerk Real Property E-Records	15,208.20	\$1,461.56	\$0.00	\$0.00	16,669.76
LC Blueprint Community	\$1,806.72	\$8,390.00	\$0.00	\$808.73	59,387.99
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$33,473.77	\$0.00	\$33,473.77	0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ARPA - PILT	\$137,208.45	\$315.77	\$0.00	\$0.00	137,524.22
American Rescue Plan	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Certified to State	\$247,967.90	\$2,697.10	\$0.00	\$2,820.25	247,844.75
Opioid Settlement	\$363,661.65	\$663.03	\$0.00	\$111,348.75	252,975.93
County Fire Protection	\$32,717.70	\$75.30	\$0.00	\$0.00	32,793.00
EMS Salary Enhancement	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Financial Stabilization	\$1,826,241.38	\$0.00	\$0.00	\$0.00	1,826,241.38
Totals	\$13,725,953.83	\$639,410.05	\$5,576,372.15	\$5,262,342.58	\$14,679,393.45

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or -)

\$18,942,970.81
\$6,432,550.44
\$2,165,473.08
\$3,500.00

Bank Errors

Bank Errors

Bank Errors

Total

True Balance

Total in county Depositories and Office

\$14,679,393.45

\$14,679,393.45

I, M. Metz, Sheriff of Lewis County, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis County, West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

M. Metz
Sheriff & Treasurer,
4-9-2025
Lewis County

Difference

Dated and sworn to on this date.

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF LEWIS, TO-WIT:

I, **Haley R. Smith**, do solemnly swear that I will support the
Constitution of the United States and the Constitution of the State of West Virginia,
and that I will faithfully discharge the duties of serving as a Deputy Sheriff for the Lewis
County Sheriff's Office to the best of my skill and judgment, **SO HELP ME GOD.**

Signature _____
Haley R. Smith

Subscribed and sworn to before the Lewis County Commission in said County
and State, this 15th day of April 2025.

***Bobby Stewart, President
Lewis County Commission***

Attest: _____
***Rebecca Carder, Interim
Lewis County Clerk***

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF LEWIS, TO-WIT:

I, **Ian R. Forinash**, do solemnly swear that I will support the
Constitution of the United States and the Constitution of the State of West Virginia,
and that I will faithfully discharge the duties of serving as a Deputy Sheriff for the Lewis
County Sheriff's Office to the best of my skill and judgment, **SO HELP ME GOD.**

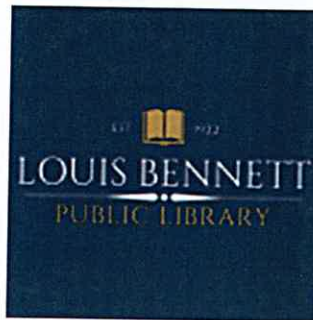
Signature _____
Ian R. Forinash

Subscribed and sworn to before the Lewis County Commission in said County
and State, this 15th day of April 2025.

***Bobby Stewart, President
Lewis County Commission***

Attest: _____
***Rebecca Carder, Interim
Lewis County Clerk***

Louis Bennett Public Library
148 Court Ave.
Weston, WV 26452
Phone: 304-269-5151
Fax: 304-269-7332
lbpubliclibrary.com



Dear Commission,

Louis Bennett Public Library and the Board discussed reappointing board member James Densson, 7060 US HWY 33 W, Weston, WV 26452. His term ends on June 30, 2030. Thank you for your time and consideration.

Katrina Johnson
Library Director
148 Court Ave.
Weston, WV 26452
Phone: 304-269-5151
Fax: 304-269-7332
lbpubliclibrary.com



Patrick Morrisey
Governor of West Virginia

February 24, 2025

The Honorable Bobby Stewart
President
Lewis County Commission
110 Center Avenue
Weston, West Virginia 26452

Dear Commissioner Stewart:

I am pleased to inform you that I have approved a Justice Assistant Grant (JAG) Program award to the Lewis County Commission in the amount of \$15,000. Funds will be used to employ one or more Prevention Resource Officers (PROs) to act as mentors, role models, and advocates for students in West Virginia schools.

Please let me know if our Justice & Community Services staff or I can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Patrick Morrisey". The signature is written in a cursive, flowing style.

Patrick Morrisey
Governor

JJ/mah

Cc: Tina J. Helmick, Project Director
Rebecca Carder, Fiscal Officer



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

Effective: July 23, 2019

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

All correspondence to the Division of Administrative Services, Justice and Community Services Section (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 mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

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

some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this grant. 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.
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending **Federal** awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs

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

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

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

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

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

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census

1201 E. 10th Street
Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:** Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.
9. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to JCS with application for funding.
10. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to JCS with application for funding.
11. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
12. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
 - Part 11, Applicability of Office of Management and Budget Circulars.
 - Part 18, Administrative Review Procedures.
 - Part 20, Criminal Justice Information Systems.
 - Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - Part 23, Criminal Intelligence Systems Operating Policies.
 - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
 - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
13. **PROHIBITED CONDUCT BY RECIPIENTS AND SUBRECIPIENTS RELATED TO TRAFFICKING IN PERSONS:**

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

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

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

- I. During the period of time that the award is in effect, any subrecipient ("subgrantee") that is a private entity, and the employees of any subrecipient that is a private entity, may not engage in:
 - (a) Severe forms of trafficking in persons;
 - (b) Procurement of a commercial sex act;
 - (c) Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
 - (d) Acts that directly support or advance trafficking in persons, including acts such as:

- Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - Without legally sufficient justification as determined by OVW, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
 - Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
- II. OVW as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that a subrecipient ("subgrantee") under this award that is a private entity:
- (a) Violated a prohibition in section B.1 of this award condition; or
 - (b) Has an employee who violated a prohibition in section B.1 of this award condition through conduct that is either:
 - Associated with performance under this award; or
 - Imputed to the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

Section C. Provisions applicable to any recipient

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

Section D. Definitions.

For the purposes of this award condition:

- I. "Employee" means either:

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

14. ADDITIONAL REGULATIONS AND PROCEDURES: In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:

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

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

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: _____

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:

Address:

Is agency a; ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number:

Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number:

E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ 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, _____ [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:

[organization], _____

[address]. _____

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

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* 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.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address:

EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



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:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

GRANT CONTRACT AGREEMENT

BETWEEN

DIVISION OF ADMINISTRATIVE SERVICES

JUSTICE AND COMMUNITY SERVICES SECTION

AND THE

LEWIS COUNTY COMMISSION

24-JAG-23

This **AGREEMENT**, entered into this **5th Day of March 2025** by the Assistant Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Lewis County Commission, hereinafter referred to as "Grantee."

WHEREAS JCS is the recipient of Justice Assistance Grant Funds from the State of West Virginia; and

WHEREAS the Grantee is an eligible applicant who is desirous of receiving funds for: **Funds will be used to employ one or more Prevention Resource Officers (PROs) to act as mentors, role models, and advocates for students in West Virginia schools.**

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 **October 1, 2024**, and shall continue those services/activities until **September 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 **\$15,000.00** 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 not** 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. This clause is not applicable to West Virginia state agencies, commissions, authorities, or boards.

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

Bobby Stewart
President
Lewis County Commission

Bradley Bailey
Assistant Director
Justice and Community Services



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

Effective: July 23, 2019

Revision History: N/A

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 mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by 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 comingled 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. **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.
11. **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.
12. **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.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established 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.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by 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.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. 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.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **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.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by 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.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **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.
26. **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.

27. **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.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to 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.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to 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.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

36. 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.

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

- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.

38. 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.

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

40. 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.

41. **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.
42. **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.
43. **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.

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]: _____

Authorized Official Signature: _____

Date: _____

Justice Assistance Grant (JAG) Program	Budget Summary Page 2
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Applicant:	FEIN Number:
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Category	JAG Requested Funds	Other Funds	Total Budget
Personnel / Contractual			
Travel / Training			
Equipment			
Other			
Totals			

Funding Strategy

Funding Source(s)	Amount	Status
Total		

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

Amount - Enter the amount received or anticipated for each

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

P – Projected grant, loan, or donation

A – Application submitted and under review

C – Funds Committed

R – Funds received, appropriated or on hand

Justice Assistance Grant (JAG) Program	Budget Detail Page 3
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Detailed Project Cost by Budget Category	Requested JAG Funds	Other Funds	Recommendation
<u>Personnel / Contractual</u>			JCS Use Only
<u>Travel / Training</u>			
<u>Equipment</u>			
<u>Other</u>			
Total Requested JAG Funds			
Total Other Funds			
Total of Recommendation (JCS Only)			

Provide here a justification and explanation of the budget items shown on pages 3 and 4 of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved (e.g., Personnel/Contractual, Travel/Training, Equipment, and Other). Please differentiate between project grant and matching funds (if applicable). For all Personnel/Contractual positions (salary, hourly, overtime) that are requesting Fringes please list the percentages (%) for each. For all hourly positions (not salaried) please include an hourly rate and the number of hours to be worked per month.

Begin here

