

**AGENDA FOR THURSDAY, SEPTEMBER 3, 2009**

Y/ N/ NA

**APPOINTMENTS:**

- 1. 9:30 a.m. - Pledge of Allegiance  
Approval of Minutes  
Approval of Purchase Orders  
Approval of Accounts Payable
- 2. 9:40 a.m. - Public Comment
- 3. 9:45 a.m. - Bonding and Activity Report
- 4. 10:00 a.m. - Gary Dungan - Jefferson County Republican Executive Committee -  
Suggested Pollworker Selection Policy
- 5. 10:15 a.m. - Ralph Lorenzetti - Prosecuting Attorney - Request for Pay Equity  
and New Criminal Attorney
- 6. 10:30 a.m. - Senator Herb Snyder - Presentation of Grants to Jefferson County
- 7. 10:45 a.m. - Ron Marcus - Convention and Visitor's Bureau
- 8. 11:00 a.m. - Jennifer S. Maghan - County Clerk's Report
- 9. 11:15 a.m. - Stephanie Grove - Legal Update and Report
- 10. 1:30 p.m. - County Commission Workshop - No Topics Scheduled
- 11. 3:00 p.m. - Tour of Summit Point Raceway

**OLD BUSINESS:**

- 12. Legislative Issues
- 13. Report on Federal Stimulus Funds - Discussion
- 14. CBIZ Contract for Actuarial Firm for OPEB Valuation - Discussion/Action

## **NEW BUSINESS:**

- 15. Barbara Miller - Director of Homeland Security and Emergency Management - Execution of Grant Contracts for the Region 3 Homeland Security Coordinator
- 16. Approval of Administrative Services Agreement with Employee Benefit Data Services for Health Reimbursement Account - Discussion/Action
- 17. Appointment to the E911 Board
- 18. Approval of Appointment to the Deputy Sheriff's Reserve - Jason Sherrill Mongan
- 19. Request to Use County Meeting Room from Patricia Rucker of We The People
- 20. Guardian Insurance Cancellation Agreement - Discussion/Action
- 21. Formation of Complete Census Committee - Discussion/Action
- 22. Jefferson County Branch of the NAACP - Annual Freedom Fund Banquet - Request for Commission to Place Ad in Souvenir Journal - Discussion/Action
- 23. Governor's Community Participation Grant Program - Approval of Resolution, Agreement and Contract - Elmwood Cemetery Association, Inc. - Discussion/Action
- 24. Governor's Community Participation Grant Program - Approval of Resolution, Agreement and Contract - Locke House - Discussion/Action
- 25. Governor's Community Participation Grant Program - Approval of Resolution, Agreement and Contract - Fisherman's Hall - Discussion/Action
- 26. Approval of Contract for Legal Services Relating to Personnel Law and Procedures (LW)
- 27. County Administrator Reports
- 28. County Commission Reports

## **INFORMATION:**

- 29. Reminder - County offices closed on Monday, September 7, 2009 for Labor Day.
- 30. Reminder of Zoning Referendum on November 7, 2009.
- 31. Reminder of the GIS Users Group meeting on Friday, September 18, 2009 at NCTC.

- 32. Memorandum received from Mark Schiavone concerning VLT funding for the Shepherdstown Men's Club.
- 33. Correspondence received from Assistant Prosecuting Attorney James Casimiro concerning invoices for accounting services.
- 34. Correspondence received from the White House Office of Appointments and Scheduling concerning the invitation sent to President Obama.
- 35. Correspondence received from Thomas Bayuzik, Jr., Executive Director of the Development Authority, concerning the FY 2010 budget.
- 36. Order of Dismissal received for Civil Action #09-C-169, The Shepherdstown Observer, Inc. vs Jennifer Maghan.
- 37. Letter of resignation received from Fred Blackmer as a member of the Eastern Panhandle Transit Authority Board.
- 38. Correspondence received from Angela L. Banks concerning the County Administrator.
- 39. Correspondence received from Laura E. Rattenni concerning the County Administrator.
- 40. Correspondence received from Paula J. Frickey recognizing employees of the Engineering Department for assistance.
- 41. Correspondence received from James B. Crawford, III concerning the proposed fee increases for emergency 911 wire line fee.
- 42. Correspondence received from the Courthouse Facilities Improvement Authority concerning 7<sup>th</sup> cycle funding and application schedule.
- 43. Correspondence received from First Books For Babies concerning their budget allocation.
- 44. Notice received of public presentations hosted by the Shepherdstown Men's Club and the Jefferson County Historical Society on aspects of Jefferson County history.
- 45. Invitation received to attend the Eastern Panhandle Free Clinic's open house at their new clinic on September 9, 2009.
- 46. Information received from Allegheny Energy concerning a base rate increase.

- 47. Correspondence received from the Regional Contracting Assistance Center, Inc. concerning donated office space.
- 48. Correspondence received from the United Way concerning the annual campaign.
- 49. Information received concerning the Local Government Leadership Academy.
- 50. Information received from the Association of Counties concerning the Employee Suggestion Award Board.
- 51. Copy of a newspaper article received from the Association of Counties concerning touch-screen voting devices.
- 52. Information received from the County Commissioners' Association concerning the FACES of Coal Campaign.
- 53. West Virginia Ethics Reporter received.
- 54. E-911 fees received.
- 55. Cable franchise fees received.
- 56. Weekly settlement report received from the West Virginia Lottery for the Charles Town Races.

**CORRESPONDENCE:**

- 57. Correspondence received from Pete Smith concerning PATH.
- 58. Correspondence received from Edward Ryan Kennedy concerning use of the Courthouse.
- 59. Correspondence received from Gil Narro Garcia concerning a County Commission agenda item.
- 60. Correspondence received from Gil Narro Garcia concerning a Planning Commission agenda item.
- 61. Postcards received from Richard Horowicz, Elizabeth Healey, and Xavier Vila concerning library funding.

*At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.*

9/3/09 #4  
10:00AM

**Leslie D. Smith**

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**From:** JCC [info@jeffersoncountywv.org]  
**Sent:** Monday, August 24, 2009 9:44 AM  
**To:** ldsmith@jeffersoncountywv.org  
**Subject:** Fw: Agenda Item

-----Original Message-----

**From:** "Gary Dungan" <garydungan@hotmail.com>  
**Sent:** 8/20/2009 2:49:03 PM  
**To:** info@jeffersoncountywv.org  
**Subject:** Agenda Item

Leslie,

Please put me on the agenda for the September 3, 2009 County Commission meeting. The topic will be a suggested pollworker selection policy. I will be representing the Jefferson County Republican Executive Committee.

Also, what is the deadline for putting some supporting info in their packets for the meeting?

Thanks,

Gary Dungan

APPY.

9/3/09 #5  
10/15

**RALPH A. LORENZETTI, JR.**  
PROSECUTING ATTORNEY



**LAURENCE R. CROFFORD**  
ASSISTANT PROSECUTING ATTORNEY

**CHARLES B. HOWARD**  
ASSISTANT PROSECUTING ATTORNEY

**HASSAN RASHEED**  
ASSISTANT PROSECUTING ATTORNEY

**STEPHEN V. GROH**  
ASSISTANT PROSECUTING ATTORNEY

**CIVIL DIVISION**

(304) 728-3346

fax: (304) 728-3353

**BRANDON C.H. SIMS**  
ASSISTANT PROSECUTING ATTORNEY

**OFFICE of THE  
PROSECUTING ATTORNEY  
of  
JEFFERSON COUNTY, WEST VIRGINIA**

**STEPHANIE F. GROVE**  
ASSISTANT PROSECUTING ATTORNEY

**JAMES CASIMIRO III**  
ASSISTANT PROSECUTING ATTORNEY

August 26, 2009

P. O. Box 729  
110 N. George St., 3<sup>rd</sup> Floor  
Charles Town, WV 25414

Jefferson County Commission  
c/o Leslie Smith, County Administrator  
124 East Washington Street  
Charles Town, West Virginia 25414

(304) 728-3243  
fax (304) 728-3293  
paoffice@jeffersoncountywv.org  
www.jeffersoncountywv.org/pa

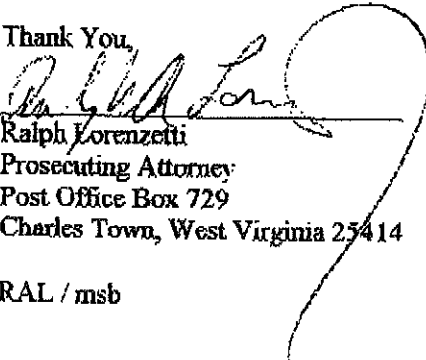
Dear Commissioner:

My employees keep getting told by me that the Commission will resolve the pay equity question shortly. However, shortly has now become eventually, etc. two more of my employees have voiced concerns over creditors and their ability to pay bills. Without a pay raise for three years, I have been pleased to see my staff still do extras, but I also see signs of frustrations. I request again that some form of pay equity be enacted today, not eventually.

My second reason for addressing the commission is the need for another attorney, with related space. I have assigned Steve Groh and Stephanie Grove to work with the Civil functions of the County Government. Nevertheless, I also have Steve and Stephanie covering Abuse and Neglect Cases. When Mike Thompson retired and Charlie Howard moved from part time to full-time, this office had a net loss of one-half attorney. The criminal docket is also over time expanding. We now indict approximate 50 cases a term instead of 35 cases. The Circuit Judge is also pushing matters once indicted and expecting prompt trials. This office does not just need the half-time attorney returned but one full time entry level attorney.

First priority is pay equity, but this year this office needs an additional entry level attorney and the space to house an attorney.

Thank You,

  
Ralph Lorenzetti  
Prosecuting Attorney  
Post Office Box 729  
Charles Town, West Virginia 25414

RAL / msb



100  
col/pak  
bid  
Tues 11 Aug 2009  
JFM #8

**Branch Banking & Trust Co.**

Funds Management  
Mailcode: 151-90-01-30  
4320 Kahn Drive, Bldg 1  
P.O. Box 1489  
Lumberton, NC 28359  
(910) 272-2245  
Fax (910) 272-2238

August 4, 2009

Jefferson County Commission WV  
P.O. Box 208  
Charles Town, WV 25414

Dear Valued Client:

As a depository institution, we are required to secure any uninsured deposits which are considered to be publicly funded. In the past, we have pledged securities with a safekeeping agent to cover your uninsured deposits; however, due to changes in FDIC insurance and/or a decrease in your deposits, the value of the securities pledged now exceeds the amount required to secure the uninsured deposits of your organization. To release these securities, the safekeeping agent must have proper approval from your organization.

We are requesting your approval to release the following securities:

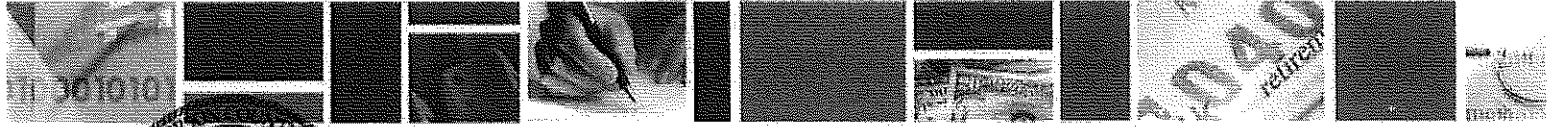
Safekeeping Agent: FEDERAL RESERVE				
		<u>ORIGINAL PAR VALUE</u>	<u>CURRENT PAR VALUE</u>	<u>MARKET VALUE</u>
Totals of Collateral Currently Pledged:		\$8,200,000.00	\$8,151,632.05	\$8,268,783.23
Release the following:				
<u>CUSIP</u>	<u>DESCRIPTION WITH RATE AND MATURITY DATE</u>			
38374TRP1	GNMA REMIC 2009-22 CA 4.5% 12/16/35	\$7,000,000.00	\$6,958,710.29	\$7,058,717.39
Totals of Collateral Remaining After Release:		\$1,200,000.00	\$1,192,921.76	\$1,210,065.84

Should the above changes agree with your records, please sign as indicated and fax back to me at (910) 272-2238; otherwise, please call us immediately at the number listed below.

Thank you for banking with Branch Banking & Trust Company.

*Gay W. Leggett*  
Gay W. Leggett  
Portfolio Operations Specialist II  
Funds Management Operations  
Branch Banking & Trust  
(910) 272-2245  
FMFPFledging@bbandt.com

We hereby approve the above changes requested by Branch Banking & Trust Company.  
Date: \_\_\_\_\_  
Jefferson County Commission WV  
(Sign here please) Purpose Code: 63400  
ABA # 053101121 FRB Pledge Code: E3YT



## Engagement Agreement Jefferson County West Virginia

### GASB 45 Process

Evaluation of Current Program Cost & Liability. CBIZ will conduct an actuarial valuation of the existing OPEB. We will begin by applying standard actuarial methodology and assumptions to the appropriate demographic data and premium equivalencies. We will base-line the current program and work with the County in selecting appropriate financial assumptions – with a strong emphasis on reviewing whether the County intends (or can) pre-fund these OPEB obligations. We will prepare a memoranda and PowerPoint presentations to review our valuation results (including the projection of OPEB – related accruals for the next several years). As part of the initial review, we can also price-tag alternative plan designs. This process will be formally memorialized in an Executive Memorandum prepared by us at the conclusion of the process. At a minimum, the valuation process will provide the following for the County:

- Determine the cost of benefits.
- Recognize OPEB expense on the accrual basis of accounting.
- Project future benefit payments.
- Determine the present value of projected benefit payments.
- Provide the actuarial accrued liability for OPEB associated with past service costs.
- Use an acceptable actuarial cost allocation method to assign costs to specific accounting periods.
- Provide information useful in assessing potential demands on the County cash flows.
- Amortize the Unfunded Actuarial Liability (UAL) over a thirty (30)-year period using level percentage of pay amounts.

### GASB 45 Services

- Review Census Data submitted by the County
- Review employees' eligibility to participate in the PEIA sponsored program
- Calculation of GASB-45 expense and disclosure information
- Provide GASB 45 Accounting Report
- Provide Actuarial Disclosures for Auditors
- Present findings to all appropriate decision makers

### GASB 45 Fee Agreement

Actual time and charges incurred at CBIZ's normal hourly rates not to exceed a maximum fee of \$2,000 plus \$20 per covered employee and retiree (but excluding spouses and dependents).

*Jon S. Ketzner* 8/25/09  
Date

Jon S. Ketzner  
Executive Vice President  
44 Baltimore Street  
Cumberland, MD 21502  
(301) 777-1500  
jketzner@cbiz.com

Name  
For Jefferson County

Date

Title



Your Business Just Got Easier.

*Old Business*

Information for the County Commission regarding the Homeland Security Grants and Contracts for Region 3 Homeland Security Coordinator, Pamela Holstein-Wallace:

The grant applications and contracts were received from the WV Department of Military Affairs and Public Safety for the continuation of the Region 3 Homeland Security Coordinator's contract. This is the third year of this program. Jefferson County was chosen to manage this grant for the Regional Homeland Security Coordinator's contract three years ago by the State Administrative Agency and the grant is simply a pass-through of funds. Ms. Holstein-Wallace's current contract ends on September 30, 2009 and she has indicated that she wishes to continue her contract.

**2008 Sub-Grant Application Homeland Security Grant Program**

This grant application is in the amount of \$60,000, with no local matching funds required. This grant is for funding for the Region III Homeland Security Coordinator, Pamela Holstein-Wallace's salary. This is a pass through grant. The Coordinator is responsible to the State Administrative Agency, WV Department of Military Affairs and Public Safety. Contractor responsibilities are: Preparing WV for a Weapons of Mass Destruction/terrorist attack on the National Capital Region by coordinating the efforts of the counties in Region 3 in working with local, state, federal, private sector and non-governmental agencies and organizations; support the efforts of the State of West Virginia by helping Region 3 to comply with directives and initiatives of the U.S. Department of Homeland Security (including by not limited to the National Incident Management System, Continuity Planning, and the Homeland Security Exercise Evaluation Program); Protect the state's critical assets by coordinating the efforts of the counties in Region 3 in supporting implementation of the National Infrastructure Protection Plan; Manage and support the development of grant applications for the Region; and coordinating the efforts of the counties in Region 3 in support of the more efficient use of human and material resources from the private and non-governmental sectors. The contractor will determine the method, details and means of performing the services but will perform services described above during the term of the contract. The performance of this contract will be measured by weekly updates as provided to the HSSAA (Homeland Security State Administrative Agency) by the Contractor.

**2007 Sub-Grant Application Homeland Security Grant Program**

This grant application is in the amount of \$15,000, with no local funds required. This grant is for funding for the Region III Homeland Security Coordinator, Pamela Holstein-Wallace's salary. This is a pass through grant. The Coordinator is responsible to the State Administrative Agency, WV Department of Military Affairs and Public Safety, WV Department of Military Affairs and Public Safety. Contractor responsibilities include: Assist West Virginia in securing and protecting critical infrastructure assets by coordinating the efforts of the counties in Region 3 to identify and prioritize facilities and key resources that meet state standards and thresholds; oversee and support the collection and organization of asset information by supporting the training and utilization of assessment teams and ensuring the insertion of information into the Constellation/Automated Critical Asset Management System (ACAMS); protect the state's critical assets by coordinating the efforts of the counties in Region 3 in support implementation of the National Infrastructure Protection Plan; coordinating the protection efforts of the counties in Region 3 in support of the more efficient use of

human and material resources from the private and non-governmental sectors. The contractor will determine the method, details and means of performing the services but will perform services described above during the term of the contract. The performance of this contract will be measured by weekly updates as provided to the HSSAA (Homeland Security State Administrative Agency) by the Contractor.

**Contract between Jefferson County Commission and Pamela Holstein-Wallace**, dba PHW Consulting, LLC is for the period of October 1,2009 through September 30, 2010 for \$60,000. Contact matches the 2008 Sub-Grant Application listed above. (Independent Contractor Agreement)

**Contract between Jefferson County Commission and Pamela Holstein-Wallace**, dba PHW Consulting, LLC for the period of September 1, 2009 through June 30, 2010. Contract matches the 2007 Sub-Grant Application listed above. (Independent Contractor Agreement)

# WEST VIRGINIA

## HOMELAND SECURITY GRANT PROGRAM

2007 Sub-grant Application



**Joe Manchin III, Governor**

**James W. Spears, Cabinet Secretary**  
**West Virginia Department of Military Affairs and Public Safety**

<p><b>WEST VIRGINIA</b> <b>Homeland Security State Administrative Agency</b> <b>(SAA)</b> <b>HOMELAND SECURITY GRANT</b> <b>PROGRAM</b></p>	<p><b>REQUEST FOR PROPOSALS</b> <b>FY 2007 FUNDS</b></p>
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Should you have any grant related questions please contact:

Michael W. Cutlip, Homeland Security Grant Manager (304) 558-2930 [michael.w.cutlip@wv.gov](mailto:michael.w.cutlip@wv.gov)

Edward Holsclaw, II, Homeland Security Grant Specialist (304) 558-2930 [edward.a.holsclaw@wv.gov](mailto:edward.a.holsclaw@wv.gov)

**Program Guidelines**

To assist with completing the application, the complete 2007 Federal Homeland Security Grant Program guidelines can be obtained on the internet at the following link:  
[http://www.ojp.usdoj.gov/odp/grants\\_programs.htm](http://www.ojp.usdoj.gov/odp/grants_programs.htm).

<b>WEST VIRGINIA</b> Homeland Security State Administrative Agency (SAA) <b>HOMELAND SECURITY GRANT          PROGRAM</b>	<b>GRANT APPLICATION          SUBMISSION CHECKLIST</b>
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Prior to submitting the application, indicate that the following tasks have been completed by checking the boxes below:

- The application has been completely filled out.  
*SAA reserves the right to not consider an application for funding if any part is incomplete.*
- Format of the project description (page 7) must follow the same outline shown on page 6 of the application and is as detailed as possible.
- Math has been double-checked, is accurate and rounded to the nearest whole dollar amount.
- Authorized Official has signed page 1 of the grant application. That page, with the ORIGINAL SIGNATURE, must be returned with the COMPLETE application, UNSTAPLED/UNBOUND, to this office. ONE ORIGINAL ONLY – NO COPIES
- Applicant has been listed as the State Agency, County Commission, or Municipality.
- A Eligibility Certification has been completed, signed and ORIGINAL returned for the applicant and all applicant partners.
- Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements has been completed, signed and ORIGINAL returned.

*Note: SAA reserves the right to not consider an application for funding if any part is incomplete.*

<b>WEST VIRGINIA</b> Homeland Security State Administrative Agency (SAA) <b>HOMELAND SECURITY GRANT          PROGRAM</b>	<b>GRANT APPLICATION          INSTRUCTIONS</b>
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**COMPLETED APPLICATION MUST INCLUDE:**

- Applicant:** Name, address, phone and fax number of the agency applying for funds.
- Project Director:** Name, address, phone, fax and email of the individual charged with the implementation and day-to-day operations of the project. **This person cannot also be listed as the Fiscal Officer.**
- Fiscal Officer:** Name, address, phone, fax and email of the person responsible for the fiscal records/reports of the project. **This person cannot also be listed as the Authorized Official or the Project Director.**
- Funds Requested:** Funds requested from the Homeland Security State Administrative Agency (SAA) by the applicant agency.
- Project Matching/In-Kind Funds:** Funds committed by the applicant agency if any. If not, enter zero (0).
- Project Period:** Time needed to implement and complete the project.
- Certification:** Authorized Official: Typed or printed name, title and original signature of the State Agency Head, County Commission President, Mayor/City Manager or agency head. This is the individual who would be authorized to enter into a contractual agreement with the SAA.

The Authorized Official must sign where indicated on page 1 of the grant application before submission.

**RETURN ONE COMPLETED ORIGINAL APPLICATION TO:**

**WV Dept. of Military Affairs & Public Safety**  
**Homeland Security State Administrative Agency**  
**1900 Kanawha Blvd., East, Capitol Complex**  
**Building 1, Room W-400**  
**Charleston, WV 25305**

**WEST VIRGINIA**  
Homeland Security State Administrative Agency  
(SAA)  
HOMELAND SECURITY GRANT  
PROGRAM

**GRANT APPLICATION**  
PAGE 1

1. **Applicant:** Jefferson Co. Commission  
**Address:** P.O. Box 250  
Charles Town, WV 25414  
**Phone/Fax:** 304-728-3282/304-725-7916

5. **Grant Funds Requested:** \$ 15,000  
**Project Matching**  
**Funds (if any):** \$ \_\_\_\_\_

2. **Project Director:** Barbara Miller  
**Address:** 28 Industrial Blvd., Suite 101  
Kearneysville, WV 25430  
**Phone/Fax:** 304-728-3290/304-728-3320  
**Email:** Bmiller@jeffersoncountywv.org

6. **Type of Agency:**  
 State  County  Municipality  
 \_\_\_\_\_

3. **Fiscal Officer:** Jennifer Maghan  
**Address:** P.O. Box 208  
Charles Town, WV 25414  
**Phone/Fax:** 304-728-3347  
**Email:** jmaghan@jeffersoncountywv.org

7. **Project Period:** 8/1/09 – 6/30/2010  
**# of Months Needed To Complete Project** 11

4. **Program Applying for:** (Check Only One)  
 SHSP  LETPP  Citizen Corps

8. **Investment to be Supported:** (Check Only One)  
 Mass Migration  \_\_\_\_\_  
 Critical Infrastructure Protection

9. **Project Title and Brief Description:** Homeland Security Regional Coordinator - ACAMS Assessments

10. **Certification:**

To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by any governing body, and the applicant will comply with all of the attached Special Conditions and Assurances if the sub-grant is awarded.

**Authorized Official:** Dale Manuel  
TYPED OR PRINTED NAME OF  
AGENCY HEAD

**Title:** President

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

SIGN  
HERE

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
**(SAA)**

**HOMELAND SECURITY GRANT**  
**PROGRAM**

**BUDGET INSTRUCTIONS**

**PAGE 2**

Homeland Security Program (HSP) allowable costs are divided into the categories of (1) Planning; (2) Equipment; (3) Training; (4) Exercises; and, (5) Management and Administrative. Below is basic information. **For specific information please see the guidelines.**

**Planning**

Planning activities are central to homeland security initiatives. Funds may be used for planning efforts that enable jurisdictions to prioritize needs, build capabilities, update preparedness strategies, allocate resources, and deliver preparedness programs across disciplines and levels of government.

**Equipment**

Funds may be used for equipment acquisitions. Approved equipment is on the Authorized Equipment Listing (AEL). <http://www1.rkb.mipt.org/> Only equipment on the AEL will be considered for funding. Communications equipment is required to be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Interoperable Radio Project. Per Executive Order 13-07 all communications equipment requests must be reviewed and approved by the State Interoperability Coordinator.

**Training**

Allowable training-related costs include the establishment, support, conduct, and attendance of training specifically identified under the Homeland Security Grant Program. Allowable training topics include, but are not limited to, CBRNE terrorism and catastrophic events, cyber/agriculture/food security, intelligence gathering and analysis, citizen and community preparedness, and training for volunteers. Training should address a performance gap identified through and After Action Report/Improvement Plan or contribute to building a capability that will be evaluated through an exercise. All training and exercises conducted should support the development and testing of the jurisdiction's emergency operations plan or specific annexes.

**Exercises**

Exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contains guidance for exercise design, development, conduct, evaluation and improvement planning. HSEEP Volume IV provides sample exercise materials. All four volumes can be found on the HSEEP website at <http://hseep.dhs.gov>. The only vehicle cost that is reimbursable is fuel/gasoline and mileage. Equipment that is purchased for permanent installation and/or use beyond the scope of the exercise conduct is not allowable.

**Sub-Grant Management and Administration**

Sub-grantees may utilize up to 3% of their "total" award from the State of West Virginia for Management and Administrative (M&A) purposes. **97% allowable planning, equipment, training and/or exercise costs + 3% allowable M&A = 100% TOTAL PROJECT COST.**

**Budget Instructions**  
**Page 2 (Continued)**

M&A costs are direct costs that are incurred to administer this particular sub-grant award. M&A costs are identifiable and unique to this project and are charged based on the activity performed for this particular project.

**Match**

Match is not required, but sub-grantees are encouraged to leverage any available state and/or local funds (matching) with awarded SAA funds, provided however, that those matching funds adhere to all federal and state matching requirements.

**Federal Employer Identification Number (F.E.I.N.).**

F.E.I.N. of the agency. This number must be entered into the appropriate space. The number should be obtainable from the state or local agency's administrative office.

**FUNDING STRATEGY:**

Enter the amount received or anticipated for each source.

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
**(SAA)**  
**HOMELAND SECURITY GRANT**  
**PROGRAM**

**ITEMIZATION OF FUNDS BY CATEGORY**  
**PAGE 3-1**  
**(PLANNING ONLY)**

Budget Category	Matching Funds	Federal HSP Funds	Approved (SAA Use Only)
<u>Planning:</u> HS Regional Coordinator – ACAMS Assessments		<u>15,000</u>	
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓

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

<b>WEST VIRGINIA</b> Homeland Security State Administrative Agency (SAA) <b>HOMELAND SECURITY GRANT          PROGRAM</b>	<b>ITEMIZATION OF FUNDS BY CATEGORY</b>  <b>PAGE 3-2          (EQUIPMENT ONLY)</b>
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Budget Category	Matching Funds	Federal HSP Funds	Approved (SAA Use Only)
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<p><b>Equipment:</b>            (Please see Authorized Equipment List AEL)  <a href="https://www.rkb.mipt.org/">https://www.rkb.mipt.org/</a></p> <p>Communications equipment is required to be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Interoperable Radio Project. Per Executive Order 13-07 all communications equipment requests must be reviewed and approved by the State Interoperability Coordinator.</p> <p>Requirement: Must list the AEL # beside each piece of equipment.</p>			
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PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓
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<b>WEST VIRGINIA</b> Homeland Security State Administrative Agency (SAA) <b>HOMELAND SECURITY GRANT          PROGRAM</b>	<b>ITEMIZATION OF FUNDS BY CATEGORY</b>  <b>PAGE 3-4</b> <b>(EXERCISES ONLY)</b>
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Budget Category	Matching Funds	Federal HSP Funds	Approved (SAA Use Only)
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<u>Exercises:</u>			
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PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓
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**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
**(SAA)**  
**HOMELAND SECURITY GRANT**  
**PROGRAM**

**ITEMIZATION OF FUNDS BY CATEGORY**  
**PAGE 3-5**  
**Sub-grant MANAGEMENT AND ADMINISTRATIVE**

Budget Category	Matching Funds	Federal HSP Funds	Approved (SAA Use Only)
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<u>Sub-Grant Mgt. &amp; Administrative:</u> (Maximum of 3% of request/award)			
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<b>TOTAL MATCHING FUNDS (If Applicable):</b>			
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<b>TOTAL FEDERAL HSP FUNDS:</b>		15,000	
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<b>TOTAL APPROVED PROJECT:</b>			
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\* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.\*

<b>WEST VIRGINIA</b> Homeland Security State Administrative Agency (SAA) <b>HOMELAND SECURITY GRANT          PROGRAM</b>	<b>BUDGET SUMMARY</b>  <b>PAGE 4</b>
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<b>Applicant:</b> Jefferson County Commission	<b>Federal Employer Identification Number (FEIN):</b> 55-6000333
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Category	HSP Funds (A) *	Matching Funds (B) **	Total Funds (A + B)
Planning	15,000		15,000
Equipment			
Training			
Exercises			
Sub-Grant Management & Administrative			
<b>Total Budget</b>	<b>15,000</b>		<b>15,000</b>

**FUNDING STRATEGY**

Funding Source(s)	Amount
Sub-Grant Funds:	\$15,000
Matching Funds (If Applicable):	\$
Other Funding (If Applicable):	\$
<b>Total:</b>	<b>\$15,000</b>

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

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

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

<p style="text-align: center;"><b>WEST VIRGINIA</b> <b>Homeland Security State Administrative Agency</b> <b>(SAA)</b>  <b>HOMELAND SECURITY GRANT</b> <b>PROGRAM</b></p>	<p style="text-align: center;"><b>BUDGET NARRATIVE</b>  <b>PAGE 5</b></p>
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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 (i.e. Planning, Equipment, Training, Exercises and Management and Administrative).

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

**PLANNING:**

**EQUIPMENT:**

**TRAINING:**

**EXERCISES:**

**Sub-Grant MANAGEMENT AND ADMINISTRATIVE:** (Only expenses directly related to the administration of this sub-grant)

**\*Use additional blank pages as necessary\***

<b>WEST VIRGINIA</b> <b>Homeland Security State Administrative Agency</b> <b>(SAA)</b> <b>HOMELAND SECURITY GRANT</b> <b>PROGRAM</b>	<b>PROJECT DESCRIPTION INSTRUCTIONS</b>  <b>PAGE 6</b>
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On page 7 of this Application, please explain the project utilizing the following outline. State clearly and in concise detail the goals, objectives and intentions of the project; precisely what will be done; who will be involved; and the anticipated result. Add pages as necessary.

**PROBLEM STATEMENT**

- A. **Problem:** Identify the specific problem to be addressed by the project.
- B. **Justification:** Identify why the project is being proposed.

**GOAL(S)**

A prioritized list of all substantial and concrete goals this project will attempt to achieve and the reasons why each of these goals can be met by the potential sub-grantee. These goals may be both short and long range. **Carefully communicate and relate the goal(s) back to the goals on the WV Statewide Strategy. In other words, which Statewide Strategy Goals are being addressed with this project. A listing of the State Strategy Goals are provided. Print them out and circle the Strategy Goals that are to be addressed by this project.**

**OBJECTIVE(S)**

Specific statements of desired achievement, which reflect project emphasis. Objectives should be clearly qualified, time-framed and measurable terms of planned levels of project performance to be achieved. The results of objectives must be specific, not general, and must be recognizable and understandable. **Carefully communicate and relate the objectives(s) back to the objectives on the WV Statewide Strategy. In other words, which Statewide Strategy objectives are being addressed with this project. A listing of the State Strategy objectives are provided. Print them out and circle the Strategy objectives that are to be addressed by this project.**

**IMPLEMENTATION (Key Activities/Milestones)**

Describe the major activities necessary to implement the project including an operational schedule for the project. This should incorporate specific activities, services, and procedures to be followed, and how achievement will be documented. For extremely comprehensive projects, a milestone (ghant) chart is recommended which provides a clear time-line estimating the time necessary for each phase of this project. This is a very important tool used to organize data into categories for follow-up purposes. The "What", "Where", "Who", "When" and "How" of the project. The information placed in this chart can be used as a management tool to monitor progress.

**PROJECT ASSESSMENT / EVALUATION**

Specify the indicators and measures to be used to assess the results of this project.

**WEST VIRGINIA**

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**PROJECT DESCRIPTION**

**PAGE 7**

***\* Use additional blank pages as necessary. \****

**WEST VIRGINIA**  
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**PAGE 8**

This program is conditioned upon and subject to compliance with the following Special Conditions and Assurances. By attaching a signature to page one (1), item ten (10), of this grant application, the applicant certifies and assures that it will comply with the following Special Conditions and Assurances, Regulations, Policies, Guidelines and Requirements of the SAA, as further clarified in the Administrative Manual for this program; U.S. Department of Homeland Security; and all other relevant Federal/State Regulations, Policies and Guidelines. These Special Conditions and Assurances apply to all HSP federal and matching funds expended for purposes associated with this project.

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

WV Dept. of Military Affairs & Public Safety  
Homeland Security State Administrative Agency  
1900 Kanawha Blvd., East Capitol Complex  
Building 1, Room W-400  
Charleston, WV 25305

**1. LAWS OF WEST VIRGINIA:**

This 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 the SAA.

**2. LEGAL AUTHORITY:**

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**3. RELATIONSHIP:**

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

**4. OPERATIONAL WITHIN 90 DAYS:**

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a statement to SAA explaining the delay in implementation. Upon receipt of the 90-day letter, SAA may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

**5. WRITTEN APPROVAL OF CHANGES:**

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

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**6. CIVIL RIGHTS COMPLIANCE:**

Sub-Grantee will comply with all federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, grantees will take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

Sub-Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities.

**7. PRESS RELEASE:**

Release of information pertaining to this sub-grant must include the following information:

1. grant amount;
2. State involvement (WV Homeland Security State Administrative Agency, SAA); and,
3. Federal involvement (U.S. Dept. of Homeland Security).

**8. Compliance With Office of Mgt. and Budget Circulars:**

Sub-Grantee will comply with all applicable Federal OMB Circulars including: A-21, A-87, A-102, A-110, A-122, A-133

**9. ACCESS TO RECORDS and EQUIPMENT:**

SAA, through any authorized representative, shall have access to and the right to examine all records, books, papers, documents, and equipment related to the sub-grant and to relevant books and records of contractors.

**10. CONFLICT OF INTEREST:**

No public official or employee of the sub-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 be expected to result in any benefit to that individual or that individual's immediate family.

**11. POLITICAL ACTIVITY:**

The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to state grantee staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns, except they may not be candidates for office.

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**12. RELEASE OF INFORMATION:**

All records, papers and other documents kept by recipients of grant funds are required to be made available to the SAA. These records and other documents submitted to the SAA and its grantees, including plans and application for funds, reports, etc., are subsequently required to be made available to the U.S. Department of Homeland Security under the terms and conditions of the Federal Freedom of Information Act, 5. U.S.C. §552.

The SAA 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 sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under federal control is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the Federal Division of Homeland Security FOIA Office, and may likely fall within one or more of the available exemptions under the Act.

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

**13. NATIONAL AND STATE EVALUATION EFFORTS:**

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

**14. OBLIGATION OF PROJECT FUNDS:**

Funds may not, without prior written approval from the SAA, be obligated prior to the effective start date or subsequent to the termination date of the project period.

**15. USE OF FUNDS:**

Funds awarded through the SAA may be expended **ONLY** for the purposes and activities specifically covered by the sub-grantee's approved project description and budget.

**16. COMPLIANCE WITH FEDERAL PROCEDURES:**

The applicant assures that it will comply with the provisions of 28 Code of Federal Regulation (CFR) applicable to grants and cooperative agreements, including but not limited to: [www.whitehouse.gov/OMB/grants/index.html](http://www.whitehouse.gov/OMB/grants/index.html)

- 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; and,
- Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
- Parts 66, 67, 69, 83

**17. ALLOWABLE AND UNALLOWABLE COSTS:**

Allowable and unallowable costs incurred under this grant shall be determined in accordance with the general principles and standards for selected cost items set forth in the pertinent Program Guidance or the Office of Grant Operations Financial Guide and OMB Circular A-87.

**18. NON-SUPLANTING:**

Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-Federal 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 Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The sub-grantee hereby certifies that Federal funds made available under this grant will not be used to supplant state and local funds. Approved full-time positions must hire an additional individual to "backfill" the position.

**19. MATCHING CONTRIBUTION:**

If matching funds are allocated, the applicant assures that those funds 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. Cash matching contributions are subject to the same expenditure guidelines established by the SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all cash matching contributions. There is no waiver provision for any cash match requirements.

**20. PROJECT INCOME:**

All income earned by the sub-grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by the SAA and the U.S. Department of Homeland Security for this grant program. All sub-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.

**21. CONSULTANT FEES:**

Approval of this sub-grant does not necessarily indicate an approval of specific consultant rates. Please discuss rates with the SAA.

**22. SUSPENSION OF FUNDING:**

SAA may suspend, in whole or in part, terminate, or impose other sanctions on any sub-grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other just cause.

**23. SANCTIONS FOR NONCOMPLIANCE:**

In the event of the sub-grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the SAA shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the sub-grantee until the sub-grantee complies;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the sub-grantee until satisfactory assurance of future compliance has been received.

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**24. SUBMISSION/RELEASE OF PROPOSED PUBLICATIONS:**

The sub-grantee shall submit one copy of all reports and proposed publications resulting from this agreement to the SAA 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 United States Department of Homeland Security, and the WV State Homeland Security State Administrative Agency. 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 U.S. Department of Homeland Security, nor the WV State Homeland Security State Administrative Agency."

**25. PROPERTY ACCOUNTABILITY:**

The sub-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 sub-grant by the SAA. This obligation continues as long as the property is retained by the sub-grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from the SAA. Sub-Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program, with copies provided to the SAA. The SAA reserves the right to inspect and review any equipment purchased with this sub-grant.

**26. REPORTS:**

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

**27. PURCHASING:**

When making purchases relevant to the sub-grant, the sub-grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government.

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

Sub-Grantee acknowledges that the SAA, and subsequently the U.S. Department of Homeland Security; 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.

Sub-Grantee agrees to consult with the SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

**29. Environmental & Historic preservation (EHP)**

Subgrantee shall comply with all applicable Federal, State, and local EHP requirements and shall provide any information requested to ensure compliance with applicable laws.

**30. INFORMATION SYSTEMS & COMMUNICATIONS EQUIPMENT**

With respect to programs related to criminal justice information systems, the sub-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 the SAA for transfer to authorized users in the criminal justice/homeland security 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 the SAA. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages (i.e. Cobol, Fortran, C, C++, XML, etc.) or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916/392-2550) should be contacted to determine availability of software prior to any development effort.

With respect to communications initiatives and equipment, the sub-grantee agrees to the following:

Communications equipment is required to be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Interoperable Radio Project. Per Executive Order 13-07 all communications equipment requests must be reviewed and approved by the State Interoperability Coordinator.

**31. TIME EXTENSIONS:**

In general, time extensions for this program are unallowable. Unexpended sub-grant funds remaining at the close of the sub-grant period shall be deobligated.

**32. USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:**

Sub-Grantee understands and agrees that it cannot use any sub-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.

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

- I.) Federal Office of Management and Budget (OMB) Circular A-133 sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. This grant shall adhere to the audit requirements set forth in OMB Circular A-133 at the time of award.

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

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

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

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

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

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

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

- I.) Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, sets forth the audit requirements of corporations, associations or other organizations which receive state funds or grants. These audit requirements do not apply to units of local and state government. If applicable, this grant shall adhere to the audit requirements set forth in §12-4-14 at the time of award. All funds disbursed by SAA are appropriated by the WV Legislature; therefore all funds disbursed by the Division are considered state funds. The SAA will notify the Legislative Auditor when a sub-grant is awarded which falls under the requirements of the WV Code.

As of 9/13/05, the requirements set forth by §12-4-14 are as follows: Any corporation, partnership, association, individual or other legal entity (not to include a state spending unit or a local government as defined in § 6-9-1a of the West Virginia Code, as amended) which receives one or more state grants or sub grants in the amount of \$50,000 or more in the aggregate in a state fiscal year shall file with the SAA a Report of the disbursement of these state funds. An OMB A-133 Audit or an audit conducted by a certified public accountant may be substituted for the Report. The Report shall be filed within two years of the end of the fiscal year in which the grant or subgrant closes. The Report shall be made by an independent certified public accountant and the scope of the Report is limited to showing how the state grant or subgrant funds were spent. The Report does not have to be a full-scope audit or review of the entity receiving state funds. Any entity failing to file a required Report is barred from subsequently receiving state grant or subgrant funds until the Report is filed and is otherwise in compliance with the provisions of West Virginia Code. If a Report is not required under this section of the WV Code then the grantee or sub-grantee shall file with SAA a sworn statement of expenditures made under the grant or sub-grant.

The Sub-Grantee assures that it has read, understands and is in full compliance with all requirements as set forth in Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with this section of the West Virginia Code, as amended.

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**35. EQUAL EMPLOYMENT OPPORTUNITY PLAN:**

Each sub-grantee certifies that it has executed and has on file, an Equal Employment Opportunity Plan which conforms to 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.

**36. VETERANS PREFERENCE:**

This program includes a provision that grantees utilizing funds to hire additional personnel give suitable preference in employment to military veterans. SAA defines "suitable preference" as the requirement that a sub-grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

**37. IMMIGRATION AND NATURALIZATION VERIFICATION:**

The sub-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 Federal funds to verify that employees are eligible to work in the United States.

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

It is the sense of the Congress, as conveyed through the FY 1997 Appropriations Act that, as well as the desire of SAA, to the greatest extent practicable, all equipment and products purchased with Federal funds made available under this grant should be American-made.

**39. PERSONNEL TRAINING:**

For projects involving payment of personnel or overtime pay, the SAA reserves the right to require training as a condition of the sub-grant before or at any time during the project period. Proof of training/certification on grant funded equipment must be provided, if applicable.

**40. ACCOUNTING REQUIREMENTS:**

Sub-Grantee agrees to record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording must separate all project costs from the sub-grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, as defined in the pertinent Administrative Manual, must be retained and be available for audit purposes.

**41. OFFICE OF GRANT OPERATIONS FINANCIAL GUIDE:**

Sub-Grantee agrees to comply with all requirements as set forth in the current edition of the OGO Financial Guide.

**42. EQUIPMENT:**

Sub-Grantees purchasing equipment with grant funds are required to adhere to the established bidding procedures for their respective units of government and or agencies. All equipment must have a primary function of being used in support of a response to a CBRNE terrorist incident.

**43. MARKING OF EQUIPMENT AND PUBLICATIONS:**

Sub-Grantee will ensure that, when practicable, any equipment purchased and publications produced with grant funding shall be prominently marked as follows: "Supported with funds provided by the U.S. Department of Homeland Security and the SAA."

# FY 2007 Homeland Security Grant Eligibility Certification\*

Applicant / Applicant Partner: County Commission of Jefferson County  
(County, City, Non-Governmental Entity or State Agency)

## 1. National Incident Management System (NIMS) Compliance

It is a U.S. Department of Homeland Security requirement that States and Local Governments must meet National Incident Management System (NIMS) implementation and compliance requirements in order to receive federal assistance. Further, the State of West Virginia requires associations, utilities, non-governmental organizations, and private sector organizations to comply with NIMS to be eligible for grant funding.

**The organization meets or exceeds the Federal FY 2008 NIMS Compliance Activities, including:**

- Appointing an organizational NIMS Coordinator to liaison with the county NIMS Point of Contact.
- Formal adoption by Proclamation, Resolution, or Executive Order (copy attached);
- Systematically training personnel in appropriate ICS courses;
- Ensuring all response organizations utilize the Incident Command System (ICS);
- Inventorying all response/recovery assets, and to the extent possible typing them according to the NIMS resource definitions; and
- Maintaining information in the National Incident Management System Comprehensive Assessment Support Tool (NIMSCAST).

## 2. Continuity Planning

**The organization certifies it has a plan in place to ensure its ability to continue to perform its essential functions under emergency conditions, including having identified alternate locations, leadership succession, and procedures to secure and preserve vital records.** Depending on the organization, this may be a Continuity of Operations Plan, a Continuity of Government Plan, and/or a Business Continuity Plan.

## 3. Critical Infrastructure Listing

**The organization has provided a list of the facilities and other infrastructure that are critical to the organization being able to continue to perform its essential functions.** This document must be submitted to the County Emergency Manager.

**4. Training & Exercise Plan**

**The organization has developed a training and exercise plan that articulates a coherent strategy to improve their ability to perform the responsibilities designated to the organization by the county Emergency Operations Plan. The plan should also correlate with state, county and organizational goals and objectives. This plan must be submitted to the County Emergency Manager.**

**5. Resource Inventory**

**A resource inventory is maintained that includes assets, quantities, and twenty-four hour access information. The list must be submitted to the County Emergency Manager.**

Authorized Official: Dale Manuel Title: Commission President  
Typed or Printed Name  
 (Commission President, Mayor, Non-Governmental Agency Head or State Agency Head)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**HERE  
SIGN**

I have been given the opportunity to review and I certify compliance with these Criteria.

\_\_\_\_\_  
 WVDMAPS Representative or Regional Coordinator Signature Date

\*A certification must be completed and signed by the applicant as well as all applicant partners that are included in the application.



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

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

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

### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in 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, 633 Indiana Avenue, N.W., Washington, D.C. 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:

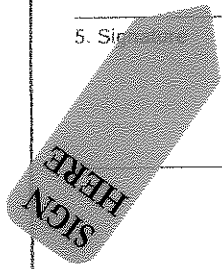
2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



# WEST VIRGINIA

## HOMELAND SECURITY GRANT PROGRAM

2008 Sub-grant Application



**Joe Manchin III, Governor**

**James W. Spears, Cabinet Secretary**  
**West Virginia Department of Military Affairs and Public Safety**

<p><b>WEST VIRGINIA</b> <b>Homeland Security State Administrative Agency</b> <b>(SAA)</b> <b>HOMELAND SECURITY GRANT</b> <b>PROGRAM</b></p>	<p><b>REQUEST FOR PROPOSALS</b> <b>FY 2008 FUNDS</b></p>
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Should you have any grant related questions please contact:

Michael W. Cutlip, Homeland Security Grant Manager (304) 558-2930 [michael.w.cutlip@wv.gov](mailto:michael.w.cutlip@wv.gov)

Edward Holsclaw, II, Homeland Security Grant Specialist (304) 558-2930 [edward.a.holsclaw@wv.gov](mailto:edward.a.holsclaw@wv.gov)

Should you have any programmatic related questions please contact:

David Hoge, SAA Deputy Director (304) 558-2930 [david.k.hoge@wv.gov](mailto:david.k.hoge@wv.gov)

**WEST VIRGINIA**  
Homeland Security State Administrative Agency  
(SAA)  
**HOMELAND SECURITY GRANT  
PROGRAM**

**GRANT APPLICATION  
SUBMISSION CHECKLIST**

Prior to submitting the application, indicate that the following tasks have been completed by checking the boxes below:

- The application has been completely filled out.  
*SAA reserves the right to not consider an application for funding if any part is incomplete.*
- Format of the project description (page 7) must follow the same outline shown on page 6 of the application and is as detailed as possible.
- Math has been double-checked, is accurate and rounded to the nearest whole dollar amount.
- Authorized Official has signed page 1 of the grant application. That page, with the ORIGINAL SIGNATURE, must be returned with the COMPLETE application, UNSTAPLED/UNBOUND, to this office. ONE ORIGINAL ONLY – NO COPIES
- Applicant has been listed as the State Agency, County Commission, or Municipality.
- A Eligibility Certification has been completed, signed and returned for the applicant and all recipient agencies.
- Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements has been completed by the applicant and signed and ORIGINAL returned.
- Copies of all Project Concepts which are included in the application have been submitted with the application.

*Note: SAA reserves the right to not consider an application for funding if any part is incomplete.*

<b>WEST VIRGINIA</b> <b>Homeland Security State Administrative Agency</b> <b>(SAA)</b> <b>HOMELAND SECURITY GRANT</b> <b>PROGRAM</b>	<b>GRANT APPLICATION</b> <b>INSTRUCTIONS</b>
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**COMPLETED APPLICATION MUST INCLUDE:**

- Applicant:** Name, address, phone and fax number of the agency applying for funds.
- Project Director:** Name, address, phone, fax and email of the individual charged with the implementation and day-to-day operations of the project. **This person cannot also be listed as the Fiscal Officer.**
- Fiscal Officer:** Name, address, phone, fax and email of the person responsible for the fiscal records/reports of the project. **This person cannot also be listed as the Authorized Official or the Project Director.**
- Funds Requested:** Funds requested from the Homeland Security State Administrative Agency (SAA) by the applicant agency.
- Project Matching/In-Kind Funds:** Funds committed by the applicant agency if any. If not, enter zero (0).
- Project Period:** Time needed to implement and complete the project.
- Certification:** Authorized Official: Typed or printed name, title and original signature of the State Agency Head, County Commission President, Mayor/City Manager or agency head. This is the individual who would be authorized to enter into a contractual agreement with the SAA.

The Authorized Official must sign where indicated on page 1 of the grant application before submission.

**RETURN ONE COMPLETED ORIGINAL APPLICATION TO:**

**WV Dept. of Military Affairs & Public Safety**  
**Homeland Security State Administrative Agency**  
**1900 Kanawha Blvd., East, Capitol Complex**  
**Building 1, Room W-400**  
**Charleston, WV 25305**

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
**(SAA)**  
**HOMELAND SECURITY GRANT**  
**PROGRAM**

**GRANT APPLICATION**  
**PAGE 1**

1. **Applicant:** Jefferson Co. Commission  
**Address:** P.O. Box 250  
Charles Town, WV 25414  
**Phone/Fax:** 304-728-3282

5. **Grant Funds Requested:** \$ 60,000  
**Project Matching**  
**Funds (if any):** \$ \_\_\_\_\_

2. **Project Director:** Barbara Miller  
**Address:** 28 Industrial Blvd., Suite 101  
Kearneysville, WV 25430  
**Phone/Fax:** 304-728-3290/728-3320  
**Email:** bmillers@jeffersoncountywv.org

6. **Type of Agency:**  
 State  County  Municipality  
 \_\_\_\_\_

3. **Fiscal Officer:** Jennifer Maghan  
**Address:** P.O. Box 208  
Charles Town, WV 25414  
**Phone/Fax:** 304-728-3347  
**Email:** jmaghan@jeffersoncountywv.org

7. **Project Period:** Oct. 1, 2009-Sept. 30, 2010  
**# of Months Needed To Complete Project** 12

4. **Program Applying for:** (Check Only One)  
 **SHSP**  **Citizen Corps**

8. **Investment to be Supported:** (Check Only One)  
 **Mass Migration**  **COOP/COG**  
 \_\_\_\_\_

9. **Project Title and Brief Description:** Homeland Security Regional Coordinator

10. **Certification:**  
To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by any governing body, and the applicant will comply with all of the attached Special Conditions and Assurances if the sub-grant is awarded.

**Authorized Official:** Dale Manuel  
TYPED OR PRINTED NAME OF  
AGENCY HEAD

**Title:** President

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SIGN HERE**

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
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**HOMELAND SECURITY GRANT**  
**PROGRAM**

**BUDGET INSTRUCTIONS**  
**PAGE 2**

Homeland Security Program (HSP) allowable costs are divided into the categories of (1) Planning; (2) Equipment; (3) Training; (4) Exercises; and, (5) Management and Administrative. Below is basic information. **For specific information please see the guidelines.**

**Planning**

Planning activities are central to homeland security initiatives. Funds may be used for planning efforts that enable jurisdictions to prioritize needs, build capabilities, update preparedness strategies, allocate resources, and deliver preparedness programs across disciplines and levels of government.

**Equipment**

Funds may be used for equipment acquisitions. Approved equipment is on the Authorized Equipment Listing (AEL). <http://www1.rkb.mipt.org/> Only equipment on the AEL will be considered for funding. Communications equipment is required to be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Interoperable Radio Project. Per Executive Order 13-07 all communications equipment requests must be reviewed and approved by the Statewide Interoperability Coordinator (SWIC).

**Training**

Allowable training-related costs include the establishment, support, conduct, and attendance of training specifically identified under the Homeland Security Grant Program. Allowable training topics include, but are not limited to, CBRNE terrorism and catastrophic events, cyber/agriculture/food security, intelligence gathering and analysis, citizen and community preparedness, and training for volunteers. Training should address a performance gap identified through and After Action Report/Improvement Plan or contribute to building a capability that will be evaluated through an exercise. All training conducted should support the development and testing of the jurisdiction's emergency operations plan or specific annexes.

**Exercises**

Exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), information and a toolkit can be found at... <http://hseep.dhs.gov>. All exercises conducted should support the development and testing of the jurisdiction's emergency operations plan or specific annexes.

**Sub-Grant Management and Administration**

Sub-grantees may utilize up to 3% of their "total" award from the State of West Virginia for Management and Administrative (M&A) purposes. **97% allowable planning, equipment, training and/or exercise costs + 3% allowable M&A = 100% TOTAL PROJECT COST.**

**Budget Instructions**  
**Page 2 (Continued)**

M&A costs are direct costs that are incurred to administer this particular sub-grant award. M&A costs are identifiable and unique to this project and are charged based on the activity performed for this particular project.

**Match**

Match is not required, but sub-grantees are encouraged to leverage any available state and/or local funds (matching) with awarded SAA funds, provided however, that those matching funds adhere to all federal and state matching requirements.

**Federal Employer Identification Number (F.E.I.N.).**

F.E.I.N. of the agency. This number must be entered into the appropriate space. The number should be obtainable from the state or local agency's administrative office.

**FUNDING STRATEGY:**

Enter the amount received or anticipated for each source.

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
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**HOMELAND SECURITY GRANT**  
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**ITEMIZATION OF FUNDS BY CATEGORY**  
**PAGE 3-1**  
**(PLANNING ONLY)**

Budget Category	Matching Funds	Federal HSP Funds	Approved (SAA Use Only)
<u>Planning:</u> Contractor to serve as Regional Coordinator		<u>60,000</u>	
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓

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

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
**(SAA)**  
**HOMELAND SECURITY GRANT**  
**PROGRAM**

**ITEMIZATION OF FUNDS BY CATEGORY**  
**PAGE 3-2**  
**(EQUIPMENT ONLY)**

Budget Category	Matching Funds	Federal HSP Funds	Approved (SAA Use Only)
<p><b><u>Equipment:</u></b>            (Please see Authorized Equipment List AEL)  <a href="https://www.rkb.mipt.org/">https://www.rkb.mipt.org/</a></p> <p>Communications equipment is required to be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Interoperable Radio Project. Per Executive Order 13-07 all communications equipment requests must be reviewed and approved by the State Interoperability Coordinator.</p> <p><b><u>Requirement: Must list the AEL # beside each piece of equipment.</u></b></p>			
PLEASE CARRY TOTALS TO THE BOTTOM OF PAGE 3-5	↓	↓	↓





<b>WEST VIRGINIA</b> Homeland Security State Administrative Agency (SAA) <b>HOMELAND SECURITY GRANT PROGRAM</b>	<b>ITEMIZATION OF FUNDS BY CATEGORY</b> PAGE 3-5 <b>Sub-grant MANAGEMENT AND ADMINISTRATIVE</b>
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Budget Category	Matching Funds	Federal HSP Funds	Approved (SAA Use Only)
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<u>Sub-Grant Mgt. &amp; Administrative:</u> (Maximum of 3% of request/award)			
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<b>TOTAL MATCHING FUNDS (if Applicable):</b>			
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<b>TOTAL FEDERAL HSP FUNDS:</b>		60,000	
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<b>TOTAL APPROVED PROJECT:</b>			
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\* All funds must be rounded to the nearest whole dollar amount. Please make additional copies of this page as necessary.\*

<b>WEST VIRGINIA</b> <b>Homeland Security State Administrative Agency</b> <b>(SAA)</b> <b>HOMELAND SECURITY GRANT</b> <b>PROGRAM</b>	<b>BUDGET SUMMARY</b> <b>PAGE 4</b>
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<b>Applicant:</b> Jefferson County Commission	<b>Federal Employer Identification Number (FEIN):</b> 55-6000333
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Category	HSP Funds (A) *	Matching Funds (B) **	Total Funds (A + B)
Planning	60,000		60,000
Equipment			
Training			
Exercises			
Sub-Grant Management & Administrative			
<b>Total Budget</b>	<b>60,000</b>		<b>60,000</b>

<b>FUNDING STRATEGY</b>
-------------------------

Funding Source(s)	Amount
<b>Sub-Grant Funds:</b>	<b>\$60,000</b>
<b>Matching Funds (If Applicable):</b>	<b>\$</b>
<b>Other Funding (If Applicable):</b>	<b>\$</b>
<b>Total:</b>	<b>\$60,000</b>

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

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

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

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
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**HOMELAND SECURITY GRANT**  
**PROGRAM**

**BUDGET NARRATIVE**  
**PAGE 5**

Provide here a justification and explanation of the budget items shown on pages 3 and 4 of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved (i.e. Planning, Equipment, Training, Exercises and Management and Administrative).

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

**PLANNING:**

**EQUIPMENT:**

**TRAINING:**

**EXERCISES:**

**Sub-Grant MANAGEMENT AND ADMINISTRATIVE:** (Only expenses directly related to the administration of this sub-grant)

**\*Use additional blank pages as necessary\***

<b>WEST VIRGINIA</b> <b>Homeland Security State Administrative Agency</b> <b>(SAA)</b> <b>HOMELAND SECURITY GRANT</b> <b>PROGRAM</b>	<b>PROJECT DESCRIPTION INSTRUCTIONS</b>  <b>PAGE 6</b>
--	--

On page 7 of this Application, please explain the project utilizing the following outline. State clearly and in concise detail the goals, objectives and intentions of the project; precisely what will be done; who will be involved; and the anticipated result. Add pages as necessary.

**PROBLEM STATEMENT**

- A. **Problem(s):** Identify the specific problem(s) to be addressed by the project.
- B. **Justification:** Identify why the project is being proposed.

**GOAL(S)**

A prioritized list of all substantial and concrete goals this project will attempt to achieve and the reasons why each of these goals can be met by the potential sub-grantee. These goals may be both short and long range. **Carefully communicate and relate the goal(s) back to the goals on the WV Statewide Strategy. In other words, which Statewide Strategy Goals are being addressed with this project? A listing of the State Strategy Goals are provided. Print them out and circle the Strategy Goals that are to be addressed by this project.**

**OBJECTIVE(S)**

Specific statements of desired achievement, which reflect project emphasis. Objectives should be clearly qualified, time-framed and measurable terms of planned levels of project performance to be achieved. The results of objectives must be specific, not general, and must be recognizable and understandable. **Carefully communicate and relate the objectives(s) back to the objectives on the WV Statewide Strategy. In other words, which Statewide Strategy objectives are being addressed with this project? A listing of the State Strategy objectives are provided. Print them out and circle the Strategy objectives that are to be addressed by this project.**

**IMPLEMENTATION (Key Activities/Milestones)**

Describe the major activities necessary to implement the project including an operational schedule for the project. This should incorporate specific activities, services, and procedures to be followed, and how achievement will be documented. For extremely comprehensive projects, a milestone (ghant) chart is recommended which provides a clear time-line estimating the time necessary for each phase of this project. This is a very important tool used to organize data into categories for follow-up purposes. The "What", "Where", "Who", "When" and "How" of the project. The information placed in this chart can be used as a management tool to monitor progress.

**PROJECT ASSESSMENT / EVALUATION**

Specify the indicators and measures to be used to assess the results of this project.

**WEST VIRGINIA**

**Homeland Security State Administrative Agency  
(SAA)**

**HOMELAND SECURITY GRANT  
PROGRAM**

**PROJECT DESCRIPTION**

**PAGE 7**

*\* Use additional blank pages as necessary. \**

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
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**HOMELAND SECURITY GRANT**  
**PROGRAM**

**SPECIAL CONDITIONS AND ASSURANCES**

**PAGE 8**

This program is conditioned upon and subject to compliance with the following Special Conditions and Assurances. By attaching a signature to page one (1), item ten (10), of this grant application, the applicant certifies and assures that it will comply with the following Special Conditions and Assurances, Regulations, Policies, Guidelines and Requirements of the SAA, as further clarified in the Administrative Manual for this program; U.S. Department of Homeland Security; and all other relevant Federal/State Regulations, Policies and Guidelines. These Special Conditions and Assurances apply to all HSP federal and matching funds expended for purposes associated with this project.

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

WV Dept. of Military Affairs & Public Safety  
Homeland Security State Administrative Agency  
1900 Kanawha Blvd., East Capitol Complex  
Building 1, Room W-400  
Charleston, WV 25305

**1. LAWS OF WEST VIRGINIA:**

This 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 the SAA.

**2. LEGAL AUTHORITY:**

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**3. RELATIONSHIP:**

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

**4. OPERATIONAL WITHIN 90 DAYS:**

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a statement to SAA explaining the delay in implementation. Upon receipt of the 90-day letter, SAA may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

**5. WRITTEN APPROVAL OF CHANGES:**

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

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
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**HOMELAND SECURITY GRANT**  
**PROGRAM**

**SPECIAL CONDITIONS AND ASSURANCES**  
**PAGE 9**

**6. CIVIL RIGHTS COMPLIANCE:**

Sub-Grantee will comply with all federal civil rights laws, including Title VI of the Civil Rights Act, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services.

**7. PRESS RELEASE:**

Release of information pertaining to this sub-grant must include the following information:

1. grant amount;
2. State involvement (WV Homeland Security State Administrative Agency, SAA); and,
3. Federal involvement (U.S. Dept. of Homeland Security).

**8. Compliance With Federal Rules and Regulations:**

Sub-Grantee will comply with all applicable OMB Circulars (A-21, A-87, A-102, A-110, A-122, A-133) & 44 CFR Part 13.

**9. ACCESS TO RECORDS and EQUIPMENT:**

SAA, through any authorized representative, shall have access to and the right to examine all records, books, papers, documents, and equipment related to the sub-grant and to relevant books and records of contractors.

**10. CONFLICT OF INTEREST:**

No public official or employee of the sub-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 be expected to result in any benefit to that individual or that individual's immediate family.

**11. POLITICAL ACTIVITY:**

The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to state grantee staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by Title I grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns, except they may not be candidates for office.

**WEST VIRGINIA**  
**Homeland Security State Administrative Agency**  
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**HOMELAND SECURITY GRANT**  
**PROGRAM**

**SPECIAL CONDITIONS AND ASSURANCES**  
**PAGE 10**

**12. RELEASE OF INFORMATION:**

All records, papers and other documents kept by recipients of grant funds are required to be made available to the SAA. These records and other documents submitted to the SAA and its grantees, including plans and application for funds, reports, etc., are subsequently required to be made available to the U.S. Department of Homeland Security under the terms and conditions of the Federal Freedom of Information Act, 5. U.S.C. §552.

The SAA 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 sensitive or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under federal control is subject to requests made pursuant to the Freedom of Information Act, 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the Federal Division of Homeland Security FOIA Office, and may likely fall within one or more of the available exemptions under the Act.

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

**13. NATIONAL AND STATE EVALUATION EFFORTS:**

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

**14. OBLIGATION OF PROJECT FUNDS:**

Funds may not, without prior written approval from the SAA, be obligated prior to the effective start date or subsequent to the termination date of the project period.

**15. USE OF FUNDS:**

Funds awarded through the SAA may be expended **ONLY** for the purposes and activities specifically covered by the sub-grantee's approved project description and budget.

**16. CONTRACTORS AND SUBCONTRACTORS:**

To the extent that subgrantees use contractors or subcontractors, subgrantees shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent possible.

**17. ALLOWABLE AND UNALLOWABLE COSTS:**

Allowable and unallowable costs incurred under this grant shall be determined in accordance with the general principles and standards for selected cost items set forth in the pertinent Program Guidance or the Office of Grant Operations Financial Guide and OMB Circular A-87.

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**18. NON-SUPPLANTING:**

Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) non-Federal 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 Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The sub-grantee hereby certifies that Federal funds made available under this grant will not be used to supplant state and local funds. Approved full-time positions must hire an additional individual to "backfill" the position.

**19. MATCHING CONTRIBUTION:**

If matching funds are allocated, the applicant assures that those funds 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. Cash matching contributions are subject to the same expenditure guidelines established by the SAA and the U.S. Department of Homeland Security for this grant program. All sub-grantees must maintain records that clearly show the source, the amount and the timing of all cash matching contributions. There is no waiver provision for any cash match requirements.

**20. PROJECT INCOME:**

All income earned by the sub-grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by the SAA and the U.S. Department of Homeland Security for this grant program. All sub-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.

**21. CONSULTANT FEES:**

Approval of this sub-grant does not necessarily indicate an approval of specific consultant rates. Please discuss rates with the SAA.

**22. SUSPENSION OF FUNDING:**

SAA may suspend, in whole or in part, terminate, or impose other sanctions on any sub-grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other just cause.

**23. SANCTIONS FOR NONCOMPLIANCE:**

In the event of the sub-grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the SAA shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the sub-grantee until the sub-grantee complies;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the sub-grantee until satisfactory assurance of future compliance has been received.

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**24. SUBMISSION/RELEASE OF PROPOSED PUBLICATIONS:**

The sub-grantee shall submit one copy of all reports and proposed publications resulting from this agreement to the SAA 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 United States Department of Homeland Security, and the WV State Homeland Security State Administrative Agency. 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 U.S. Department of Homeland Security, nor the WV State Homeland Security State Administrative Agency."

**25. PROPERTY ACCOUNTABILITY:**

The sub-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 sub-grant by the SAA. This obligation continues as long as the property is retained by the sub-grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from the SAA. Sub-Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program, with copies provided to the SAA. The SAA reserves the right to inspect and review any equipment purchased with this sub-grant.

**26. REPORTS:**

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

**27. PURCHASING:**

When making purchases relevant to the sub-grant, the sub-grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government.

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

Sub-Grantee acknowledges that the SAA, and subsequently the U.S. Department of Homeland Security; 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.

Sub-Grantee agrees to consult with the SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

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**29. Environmental & Historic preservation (EHP)**

Subgrantee shall comply with all applicable Federal, State, and local EHP requirements and shall provide any information requested to ensure compliance with applicable laws.

**30. COMMUNICATIONS EQUIPMENT**

With respect to communications initiatives and equipment, the sub-grantee agrees to the following:

Communications equipment is required to be compatible with the SAFECOM P25 trunked radio hierarchy and the WV Interoperable Radio Project. Per Executive Order 13-07 all communications equipment requests must be reviewed and approved by the State Interoperability Coordinator.

**31. TIME EXTENSIONS:**

In general, time extensions for this program are unallowable. Unexpended sub-grant funds remaining at the close of the sub-grant period shall be deobligated.

**32. USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:**

Sub-Grantee understands and agrees that it cannot use any sub-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.

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

- I.) Federal Office of Management and Budget (OMB) Circular A-133 sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. This grant shall adhere to the audit requirements set forth in OMB Circular A-133 at the time of award.

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

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

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

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

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

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

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

- I.) Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, sets forth the audit requirements of corporations, associations or other organizations which receive state funds or grants. These audit requirements do not apply to units of local and state government. If applicable, this grant shall adhere to the audit requirements set forth in §12-4-14 at the time of award. All funds disbursed by SAA are appropriated by the WV Legislature; therefore all funds disbursed by the Division are considered state funds. The SAA will notify the Legislative Auditor when a sub-grant is awarded which falls under the requirements of the WV Code.

As of 9/13/05, the requirements set forth by §12-4-14 are as follows: Any corporation, partnership, association, individual or other legal entity (not to include a state spending unit or a local government as defined in § 6-9-1a of the West Virginia Code, as amended) which receives one or more state grants or sub grants in the amount of \$50,000 or more in the aggregate in a state fiscal year shall file with the SAA a Report of the disbursement of these state funds. An OMB A-133 Audit or an audit conducted by a certified public accountant may be substituted for the Report. The Report shall be filed within two years of the end of the fiscal year in which the grant or subgrant closes. The Report shall be made by an independent certified public accountant and the scope of the Report is limited to showing how the state grant or subgrant funds were spent. The Report does not have to be a full-scope audit or review of the entity receiving state funds. Any entity failing to file a required Report is barred from subsequently receiving state grant or subgrant funds until the Report is filed and is otherwise in compliance with the provisions of West Virginia Code. If a Report is not required under this section of the WV Code then the grantee or sub-grantee shall file with SAA a sworn statement of expenditures made under the grant or sub-grant.

The Sub-Grantee assures that it has read, understands and is in full compliance with all requirements as set forth in Chapter 12, Article 4, Section 14 of the West Virginia Code, as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with this section of the West Virginia Code, as amended.

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**35. EQUAL EMPLOYMENT OPPORTUNITY PLAN:**

Each sub-grantee certifies that it has executed and has on file, an Equal Employment Opportunity Plan.

**36. VETERANS PREFERENCE:**

This program includes a provision that grantees utilizing funds to hire additional personnel give suitable preference in employment to military veterans. SAA defines "suitable preference" as the requirement that a sub-grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

**37. IMMIGRATION AND NATURALIZATION VERIFICATION:**

The sub-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 Federal funds to verify that employees are eligible to work in the United States.

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

It is the sense of the Congress, as conveyed through the FY 1997 Appropriations Act that, as well as the desire of SAA, to the greatest extent practicable, all equipment and products purchased with Federal funds made available under this grant should be American-made.

**39. PERSONNEL TRAINING:**

For projects involving payment of personnel or overtime pay, the SAA reserves the right to require training as a condition of the sub-grant before or at any time during the project period. Proof of training/certification on grant funded equipment must be provided, if applicable.

**40. ACCOUNTING REQUIREMENTS:**

Sub-Grantee agrees to record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording must separate all project costs from the sub-grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, as defined in the pertinent Administrative Manual, must be retained and be available for audit purposes.

**41. FINANCIAL GUIDE:**

Sub-Grantee agrees to comply with all requirements as set forth in the Financial Guide which governs this program.

**42. EQUIPMENT:**

Sub-Grantees purchasing equipment with grant funds are required to adhere to the established bidding procedures for their respective units of government and or agencies. All equipment must have a primary function of being used for homeland security purposes.

**43. MARKING OF EQUIPMENT AND PUBLICATIONS:**

Sub-Grantee will ensure that, when practicable, any equipment purchased and publications produced with grant funding shall be prominently marked as follows: "Supported with funds provided by the U.S. Department of Homeland Security and the SAA."

# FY 2008 Homeland Security Grant Eligibility Certification\*

Applicant / Applicant Partner: The County Commission of Jefferson County

(County, City, Non-Governmental Entity or State Agency)

## 1. National Incident Management System (NIMS) Compliance

It is a U.S. Department of Homeland Security requirement that States and Local Governments must meet National Incident Management System (NIMS) implementation and compliance requirements in order to receive federal assistance. Further, the State of West Virginia requires associations, utilities, non-governmental organizations, and private sector organizations to comply with NIMS to be eligible for grant funding.

**The organization meets or exceeds the Federal FY 2008 NIMS Compliance Activities, including:**

- Appointing an organizational NIMS Coordinator to liaison with the county NIMS Point of Contact.
- Formal adoption by Proclamation, Resolution, or Executive Order (copy attached);
- Systematically training personnel in appropriate ICS courses;
- Ensuring all response organizations utilize the Incident Command System (ICS);
- Inventorying all response/recovery assets, and to the extent possible typing them according to the NIMS resource definitions; and
- Maintaining information in the National Incident Management System Comprehensive Assessment Support Tool (NIMSCAST).

## 2. Continuity Planning

**The organization certifies it has a plan in place to ensure its ability to continue to perform its essential functions under emergency conditions, including having identified alternate locations, leadership succession, and procedures to secure and preserve vital records.** Depending on the organization, this may be a Continuity of Operations Plan, a Continuity of Government Plan, and/or a Business Continuity Plan.

## 3. Critical Infrastructure Listing

**The organization has provided a list of the facilities and other infrastructure that are critical to the organization being able to continue to perform its essential functions.** This document must be submitted to the County Emergency Manager.

**4. Training & Exercise Plan**

**The organization has developed a training and exercise plan that articulates a coherent strategy to improve their ability to perform the responsibilities designated to the organization by the county Emergency Operations Plan. The plan should also correlate with state, county and organizational goals and objectives. This plan must be submitted to the County Emergency Manager.**

**5. Resource Inventory**

**A resource inventory is maintained that includes assets, quantities, and twenty-four hour access information. The list must be submitted to the County Emergency Manager.**

Authorized Official:  Dale Manuel  Title: County Commission President

Typed or Printed Name

(Commission President, Mayor, Non-Governmental Agency Head or State Agency Head)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SIGN  
HERE**

I have been given the opportunity to review and I certify compliance with these Criteria.

\_\_\_\_\_  
WVDMAPS Representative or Regional Coordinator Signature

\_\_\_\_\_  
Date

\*A certification must be completed and signed by the applicant as well as all applicant partners that are included in the application.



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, 633 Indiana Avenue, N.W., Washington, D.C. 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. Sign

6. Date

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made and entered into this 3rd day of September , 2009, by and between

The County Commission of Jefferson County)"Commission"),  
and  
Pamela Holstein-Wallace ("Contractor"), collectively referred to as "Parties."

For the reasons set forth above, and in consideration of the mutual covenants and promises of the Parties hereto, the Commission and Contractor covenant and agree as follows:

### 1. SERVICES

The Commission shall engage the Contractor to provide the following services for West Virginia Homeland Security Region 3 in accordance with Homeland Security Federal Grant No. 2008-GE-T8-0027, Sub-Grant No. 08-SHS-13, and in accordance with the policies and procedures implemented to administer said grant by the West Virginia Department of Military Affairs and Public Safety, Homeland Security State Administrative Agency ("HSSAA"):

1. Prepare West Virginia for a Weapons of Mass Destruction/terrorist attack on the National Capital Region by coordinating the efforts of the counties in Region 3 in working with local, state, federal, private sector and non-governmental agencies and organizations.
2. Support the efforts of the State of West Virginia by helping Region 3 to comply with directives and initiatives of the U.S. Department of Homeland Security (including but not limited to the National Incident Management System, Continuity Planning, and the Homeland Security Exercise Evaluation Program).
3. Protect the state's critical assets by coordinating the efforts of the counties in Region 3 in supporting implementation of the National Infrastructure Protection Plan.
4. Manage and support the development of grant applications for the Region.
5. Coordinating the efforts of the counties in Region 3 in support of the more efficient use of human and material resources from the private and non-governmental sectors.

The Contractor will determine the method, details and means of performing the services but will perform the services described above during the term of this contract. The performance of this contract will be measured by weekly updates as provided to the HSSAA (Homeland Security State Administrative Agency) by the Contractor.

### 2. TERM

Contractor shall provide services to the Commission pursuant to this Agreement for a term beginning on start date, October 1, 2009 and ending on end date, September 30, 2010 ("Agreement Term").

### 3. COMPENSATION; REIMBURSEMENT

For services provided, the Commission will pay Contractor \$60,000. Payment will be made monthly to the Contractor upon submission of an invoice to the Commission for services rendered. The Commission

will then receive reimbursement in accordance with the provisions of Homeland Security Federal Grant No. 2008-GE-T8-0027, Sub-Grant No. 08-SHS-13, as administered by HSSAA.

#### 4. EXPENSES

Contractor shall bear all expenses incurred in the performance of this Agreement. However, certain costs may be reimbursable and after consultation with the HSSAA, appropriate documentation may be submitted for consideration of same.

#### 5. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and NOT in the public domain, unless such information falls into the public domain as a result of the Contractor's authorized or unauthorized actions. It is expressly understood and accepted that this is not an employment agreement and as such the Contractor will have no claim to Commission for benefits or employee considerations, including but not limited to profit sharing, pension, shares or bonuses.

#### 6. OTHER RULES AND POLICIES

Contractor agrees to abide by any other rules, policies and procedures as communicated by the Commission or HSSAA.

Any documents or records or creations including but not limited to written instructions, drawings, photographs, computer programs, notes or memoranda relating to the business of the Commission or from or through the Commission or relating to the business of the Commission or from the HSSAA or through the HSSAA, which are made by the Contractor or which come into the Contractor's possession while he / she is engaged by the Commission to perform services, shall be deemed the property of the Commission and HSSAA in accordance with the provisions of Homeland Security Federal Grant No. 2008-GE-T8-0027, Sub-Grant No. 08-SHS-13, and in accordance with the policies and procedures implemented to administer said grant by the HSSAA and shall be surrendered to the Commission/HSSAA on demand and, in any event, on the date of termination of this agreement. The Contractor will not retain any copies thereof or any extracts there from.

The Contractor does hereby assign to the HSSAA in accordance with Homeland Security Federal Grant No. 2008-GE-T8-0027, Sub-Grant No. 08-SHS-13, and in accordance with the policies and procedures implemented to administer said grant, the total right, title and interest in and to any copyright in any existing or future works or part thereof of whatsoever nature that the Contractor, individually or jointly with any other person(s) has made or created or will make or will create during the course and scope of this agreement and the performing of services by the Contractor in the course of this Agreement.

#### 7. TERMINATION

This Agreement may be terminated early for the following reasons:

By the Commission: 1) If the Contractor fails to perform his/her duties or materially breaches any obligation in the Agreement, and the failure or breach is not corrected by the Contractor within ten days of receiving written Notice; 2) If the Contractor is unable to provide the services in this agreement due to illness, death or disability; 3) At the request of the HSSAA, if the Contractor does not perform his/her duties in accordance with policies and procedures adopted by the HSSAA.\*\*\*

By the Contractor: 1) If the Commission materially breaches any obligation in the Agreement and such breach is not corrected by the Commission within ten days of receiving written Notice.

**8. RETURN OF PROPERTY**

Upon termination of services or conclusion of the Agreement Term, the Contractor will promptly return to the Commission or HSSAA, as appropriate, all documentation and all items acquired and/or purchased and/or provided to the Contractor in furtherance of the services provided pursuant to this Agreement, including but not limited to all files, cell phone, laptop computer, and printer.

**9. SEVERABILITY**

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**10. AGREEMENT TERMS TO BE EXCLUSIVE**

This written Agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other. This Agreement may be modified in writing and must be signed by both the Commission and Contractor and approved by the HSSAA.

**11. AGREEMENT GOVERNED BY LAW**

This Agreement and performance hereunder shall be construed in accordance with the laws of the State of West Virginia.

**12. BINDING EFFECT OF AGREEMENT**

This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns.

**13. NOTICE**

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Commission

The County Commission of Jefferson County

P.O. Box 250

Charles Town, WV 25414

Contractor:

Pamela Holstein-Wallace, dba PHW Consulting Services, LLC

47 Heath Drive

Charles Town, WV 25414

Either party may change such addresses from time to time by providing notice as set forth above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first written above.

ON BEHALF OF THE COMMISSION

BY ITS PRESIDENT:

\_\_\_\_\_  
(Signature)

Eric Manuel

(Name – Please Print)

CONTRACTOR:

\_\_\_\_\_  
(Signature)

Pamela Holstein-Wallace, dba PHW Consulting Services, LLC  
(Name – Please Print)

ON BEHALF OF THE HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY

BY ITS \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Please Print)

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made and entered into this 3rd day of September, 2009, by and between  
The County Commission of Jefferson County ("Commission"),  
and Pamela Holstein-Wallace, dba, PHW Consulting Services, LLC ("Contractor"),  
collectively referred to as "Parties."

For the reasons set forth above, and in consideration of the mutual covenants and promises of the Parties hereto, the Commission and Contractor covenant and agree as follows:

### 1. SERVICES

The Commission shall engage the Contractor to provide the following services for West Virginia Homeland Security Region \*\*\* in accordance with Homeland Security Federal Grant No. 2007-GE-T7-0041, Sub-Grant No. 07-LE-08, and in accordance with the policies and procedures implemented to administer said grant by the West Virginia Department of Military Affairs and Public Safety, Homeland Security State Administrative Agency ("HSSAA"):

1. Assist West Virginia in securing and protecting critical infrastructure assets by coordinating the efforts of the counties in Region 3 to identify and prioritize facilities and key resources that meet state standards and thresholds.
2. Oversee and support the collection and organization of asset information by supporting the training and utilization of assessment teams and ensuring the insertion of information into the Constellation/Automated Critical Asset Management System (ACAMS).
3. Protect the state's critical assets by coordinating the efforts of the counties in Region 3 in supporting implementation of the National Infrastructure Protection Plan.
4. Coordinating the protection efforts of the counties in Region 3 in support of the more efficient use of human and material resources from the private and non-governmental sectors.

The Contractor will determine the method, details and means of performing the services but will perform the services described above during the term of this contract. The performance of this contract will be measured by weekly updates as provided to the HSSAA by the Contractor.

### 2. TERM

Contractor shall provide services to the Commission pursuant to this Agreement for a term beginning on September 1, 2009 and ending on June 30, 2010 ("Agreement Term").

### 3. COMPENSATION; REIMBURSEMENT

For services provided, the Commission will pay Contractor \$15,000. Payment will be made monthly to the Contractor upon submission of an invoice to the Commission for services rendered. The Commission will then receive reimbursement in accordance with the provisions of Homeland Security Federal Grant No. 2007-GE-T7-0041, Sub-Grant No 07-LE-08 as administered by HSSAA.

#### 4. EXPENSES

Contractor shall bear all expenses incurred in the performance of this Agreement. However, certain costs may be reimbursable and after consultation with the HSSAA, appropriate documentation may be submitted for consideration of same.

#### 5. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and NOT in the public domain, unless such information falls into the public domain as a result of the Contractor's authorized or unauthorized actions. It is expressly understood and accepted that this is not an employment agreement and as such the Contractor will have no claim to Commission for benefits or employee considerations, including but not limited to profit sharing, pension, shares or bonuses.

#### 6. OTHER RULES AND POLICIES

Contractor agrees to abide by any other rules, policies and procedures as communicated by the Commission or HSSAA.

Any documents or records or creations including but not limited to written instructions, drawings, photographs, computer programs, notes or memoranda relating to the business of the Commission or from or through the Commission or relating to the business of the Commission or from the HSSAA or through the HSSAA, which are made by the Contractor or which come into the Contractor's possession while he / she is engaged by the Commission to perform services, shall be deemed the property of the Commission and HSSAA in accordance with the provisions of Homeland Security Federal Grant No. 2007-GE-T7-0041, Sub-Grant No. 07-LE-08, and in accordance with the policies and procedures implemented to administer said grant by the HSSAA and shall be surrendered to the Commission/HSSAA on demand and, in any event, on the date of termination of this agreement. The Contractor will not retain any copies thereof or any extracts there from.

The Contractor does hereby assign to the HSSAA in accordance with Homeland Security Federal Grant No. 2007-GE-T7-0041, Sub-Grant No. 07-LE-08, and in accordance with the policies and procedures implemented to administer said grant, the total right, title and interest in and to any copyright in any existing or future works or part thereof of whatsoever nature that the Contractor, individually or jointly with any other person(s) has made or created or will make or will create during the course and scope of this agreement and the performing of services by the Contractor in the course of this Agreement.

The Contractor must provide proof of successful completion of ACAMS training and annual Protected Critical Infrastructure Information training as a pre-requisite to payment.

#### 7. TERMINATION

This Agreement may be terminated early for the following reasons:

By the Commission: 1) If the Contractor fails to perform his/her duties or materially breaches any obligation in the Agreement, and the failure or breach is not corrected by the Contractor within ten days of receiving written Notice; 2) If the Contractor is unable to provide the services in this agreement due to illness, death or disability; 3) At the request of the HSSAA, if the Contractor does not perform his/her duties in accordance with policies and procedures adopted by the HSSAA \*\*\*

By the Contractor: 1) If the Commission materially breaches any obligation in the Agreement and such breach is not corrected by the Commission within ten days of receiving written Notice.

**8. RETURN OF PROPERTY**

Upon termination of services or conclusion of the Agreement Term, the Contractor will promptly return to the Commission or HSSAA, as appropriate, all documentation and all items acquired and/or purchased and/or provided to the Contractor in furtherance of the services provided pursuant to this Agreement, including but not limited to all files, cell phone, laptop computer, and printer.

**9. SEVERABILITY**

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**10. AGREEMENT TERMS TO BE EXCLUSIVE**

This written Agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other. This Agreement may be modified in writing and must be signed by both the Commission and Contractor and approved by the HSSAA.

**11. AGREEMENT GOVERNED BY LAW**

This Agreement and performance hereunder shall be construed in accordance with the laws of the State of West Virginia.

**12. BINDING EFFECT OF AGREEMENT**

This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns.

**13. NOTICE**

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Commission

The County Commission of Jefferson County

P.O. Box 250

Charles Town, WV 25414

Contractor:

Pamela Holstein-Wallace, dba PHW Consulting Services, LLC

47 Heath Drive

Charles Town, WV 25414

Either party may change such addresses from time to time by providing notice as set forth above.

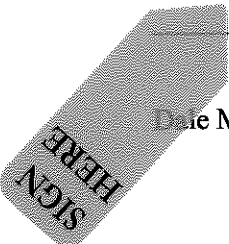
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first written above.

ON BEHALF OF THE COMMISSION

BY ITS President:

\_\_\_\_\_  
(Signature)

Dale Manuel, President  
(Name – Please Print)



CONTRACTOR:

\_\_\_\_\_  
(Signature)

Pamela Holstein-Wallace, dba PHW Consulting Services, LLC  
(Name – Please Print)

ON BEHALF OF THE HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY

BY ITS \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Please Print)

#16

New Business

Approval of Administrative Services Agreement with Employee Benefit Data Services for Health Reimbursement Account - Discussion/Action

## **Administrative Services Agreement**

Effective September 1, 2009, this AGREEMENT is made by and between Employee Benefit Data Services Co. ("EBDS") and Jefferson County Commission ("Commission").

WHEREAS, Commission is desirous of engaging the services of a third party administration firm to perform various administrative and record keeping functions at the direction of Commission in respect of various employee benefit programs; and

WHEREAS, EBDS is in the business of providing third party administration and record keeping services for sponsors of employee benefit programs; and

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Part 164, Subparts A and E ("HIPAA Privacy Rule"); and the Security Standards and Implementation Specifications, 45 CFR Part 160 and Part 164, Subpart C ("HIPAA Security Rule"); there are certain obligations created to maintain appropriate safeguards for "Protected Health Information" as defined in the HIPAA Privacy Rule and HIPAA Security Rule; and

WHEREAS, Commission, is obligated to comply as a Covered Entity as defined in the HIPAA Privacy and Security Rules and EBDS is a Business Associate as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Commission and EBDS acknowledge and agree that EBDS will create, receive, use, disclose or electronically transmit Protected Health Information ("PHI") in the provision of services under this Agreement; and

WHEREAS, Commission and EBDS acknowledge and agree that PHI is individually identifiable health information maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that relate to the past, present and future physical or mental health condition of an individual, the provision of health care to an individual, or the payment for provision of health care to an individual, and is limited to the information created or received by EBDS from or on behalf of Commission; and

WHEREAS, Commission wishes to engage EBDS to perform such services and enter into an Agreement that addresses the requirements of the HIPAA Privacy and Security Rules with respect to Business Associates in respect of such services;

NOW, THEREFORE, Commission and EBDS agree that EBDS shall provide certain administrative and record keeping services at the direction of Commission on the following terms and conditions:

1. EBDS shall provide the specific services as more fully described in Exhibit "A" attached hereto and made a part hereof for the fees listed in Exhibit "B" attached hereto and made a part hereof.
2. EBDS shall:
  - a. render the services in a timely, competent and professional manner using reasonable care exhibited by similar service providers when providing similar services in like manner and under like circumstances;
  - b. provide the services at the direction of Commission and may rely on the plan documents, data, information and direction provided by Commission and its agents and employees;
  - c. maintain information and provide services with respect to the requirements established by Commission and as Commission may reasonably require to the extent that EBDS programs and equipment allow;
  - d. provide information and reports to Commission as Commission may reasonably request to the extent that EBDS programs and equipment allow;
  - e. maintain security over all information, data, files and electronic media containing such information in order to prevent access to or alteration of such information by unauthorized persons;
  - f. maintain physical protection of the information, data, files and electronic media through reasonable means that are consistent with standard industry practice which includes maintaining procedures for retrieval and reconstruction of lost, destroyed or altered data;
  - g. keep all data and information confidential; and
  - h. comply with the applicable provisions of the business associate agreement that is "Exhibit C" attached hereto and made a part hereof in connection with the creation, receipt, use, disclosure or electronic transmission of PHI.
3. Commission shall:
  - a. provide to EBDS in a reasonable and prompt fashion and in a medium mutually acceptable to EBDS and Commission all data, information and completed forms necessary for EBDS to provide the services hereunder;
  - b. maintain all plan documents, summary plan descriptions, summary of material modifications, contracts and any and all amendments thereto and provide such documents to EBDS as necessary for EBDS to provide the services hereunder;

- c. maintain responsibility for investment and management of all applicable plan and/or other assets and adequately fund all plan accounts to the extent required for providing any authorized disbursements therefrom in support of the services provided hereunder;
  - d. comply with the applicable provisions of the business associate agreement that is "Exhibit C" attached hereto and made a part hereof in connection with the creation, receipt, use, disclosure or electronic transmission of PHI; and
  - e. provide strategic decisions affecting the provision of services hereunder within reasonable time frames agreed upon as reasonable and necessary for efficient administration of all programs as administered under this Agreement.
4. EBDS shall invoice Commission on a monthly basis for services rendered. Payment will be due within 30 days from the date of delivery of such invoice to Commission. Fees and expenses will be billed based upon the fee schedule which is in Exhibit "B" attached hereto and made a part hereof.

Failure to pay any invoice rendered within the time prescribed shall result in the obligation to pay a late payment fee equal to 2 percent per month of the total amount of the invoice. If there is a dispute regarding any portion of an invoice, Commission shall pay the undisputed portion of such invoice within the time prescribed and shall notify EBDS immediately (within not more than 30 days from the date of delivery of such invoice) and the parties shall work diligently to mutually resolve any disputed charges. If all or any portion of charges reflected in any invoice which are not otherwise in dispute shall remain unpaid for a period of 60 days, EBDS may in its sole discretion seek payment through any authorized legal means and the cost of any such action including attorney's fees and costs shall be paid by Commission.

This Agreement shall commence effective September 1, 2009, for services listed in Exhibit "A". The fee schedule attached as Exhibit "B" shall be effective as of the date of execution of this Agreement and shall remain in effect for 12 months of service. Thereafter, EBDS shall be permitted to adjust the fees contained in Exhibit "B" effective as of the first of any month, provided that EBDS shall provide Commission with 60 days prior written notice of such fee increases. Any fee increase shall remain in effect for a minimum period of one year.

This Agreement shall automatically renew for one year periods unless either party provides 60 days prior written notice of the expiration of the Agreement as of the end of any original or renewal term.

Should any change in law or regulations occur which requires EBDS to change the manner or type of services being performed hereunder, then EBDS shall have the right to adjust the applicable fees as necessary. Such an adjustment can occur at any

time, whether during the course of any new or renewal term or at the commencement of a renewal term. Any such adjustment shall be effective after 30 days notice is given to Commission and Commission shall thereafter have the option to accept such fee adjustment or give notice of cancellation of this Agreement.

The service fees hereunder have been developed in consideration of the totality of the scope of services to be provided. In the event there is any change in the services hereunder whether by reason of participant population served (an increase or decrease in the participant population of more than 20%) or any other reason (other than a change in governing law), that results in a material change in the amount of monthly fees due and payable hereunder, EBDS shall have the right to revise the service fees upon not less than 30 days notice with the agreement of Commission. Commission shall not unreasonably withhold such agreement. Any such revised fees may be effective retroactive to and include the month in which such change occurs.

5. EBDS and Commission acknowledge and agree that EBDS is a third party administrator, payer, and record keeper engaged to perform ministerial functions, and not a fiduciary with the discretion to grant or deny benefits or resolve claims as defined under ERISA.
6. EBDS does hereby agree to indemnify, defend and hold harmless, Commission, its directors, officers, employees, agents and attorneys, and any of them from and against any and all loss, damage, liability, cost, and expense incurred by Commission as a result of any claims made arising from any act or failure to act of EBDS or its employees or agents. This agreement to defend includes, but is not limited to, an agreement to retain legal counsel acceptable to Commission, and reimburse counsel fees, settlement costs, costs of litigation, witness fees, deposition fees, court costs and any other cost incurred in defense of such actions. EBDS agrees to pay and discharge forthwith, on demand of Commission, each and every such claim and expense which shall be incurred by Commission. Prompt notice shall be given to EBDS of any such claim provided that the failure to give notice as required in this section shall not relieve EBDS of its obligations under this section except to the extent that EBDS is actually prejudiced by such failure to give notice.

This agreement to indemnify, defend and hold harmless shall not include any claim resulting from any act or omission of third parties over whom EBDS has no control, including any plan participant, fiduciary, or any party in interest (as those terms are defined under ERISA).

7. Commission does hereby agree to indemnify, defend and hold harmless, EBDS, its directors, officers, employees, agents and attorneys, and any of them from and against any and all loss, damage, liability, cost and expense, incurred by EBDS as a result of any claims made arising from any act or failure to act of Commission or its employees or agents. This agreement to defend includes, but is not limited to, an agreement to retain legal counsel acceptable to EBDS, and reimburse counsel fees, settlement costs,

costs of litigation, witness fees, deposition fees, court costs and any other cost incurred in defense of such actions. Commission agrees to pay and discharge forthwith, on demand of EBDS, each and every such claim and expense which shall be incurred by EBDS. Prompt notice shall be given to Commission of any such claim provided that the failure to give notice as required in this section shall not relieve Commission of its obligations under this section except to the extent that Commission is actually prejudiced by such failure to give notice.

This agreement to indemnify, defend and hold harmless shall include any claims arising from any inaccuracies or deficiency of information and data provided by Commission to EBDS. Commission further agrees to defend EBDS, its directors, officers, employees, agents and attorneys, and any of them, from claims made against EBDS arising out of the design, implementation or sponsorship of any of the employee benefit plans and programs, and including claims for benefits.

8. In the event that either Commission or EBDS believes that the other party has failed to fulfill its obligations hereunder, the aggrieved party shall notify the allegedly failing party, in writing, specifically describing the nature of the alleged failure. The party receiving such a written notice shall have a reasonable period of not less than 30 days from the receipt of such notice to cure any such alleged failure. If such alleged failure has not been cured within such reasonable period of time, the aggrieved party shall thereafter be permitted to terminate this Agreement by providing written notice at least 60 days prior to the effective date of such termination to the other party.
9. EBDS and Commission do hereby agree that should any dispute, claim or controversy, arise from or under this Agreement, such dispute, claim or controversy, will be resolved by arbitration under the rules of the American Arbitration Association or such similar organization as agreed to by EBDS and Commission. In the event no such agreement is reached, the American Arbitration Association shall be used for dispute resolution hereunder.
10. This Agreement is made in the Commonwealth of Pennsylvania, shall be governed by the laws thereof, and shall be binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.
11. Except as otherwise provided herein, this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Any attempted assignment of this Agreement without such prior written consent shall be void. Notwithstanding the foregoing, EBDS may assign this Agreement or delegate or subcontract its duties, in whole or in part, hereunder, to Highmark Inc. or any subsidiaries or affiliates of Highmark Inc. in its sole discretion at any time while this Agreement remains in effect; provided, however, that EBDS shall notify Commission in writing of any such assignment, delegation and/or subcontract.

12. All notices under this Agreement shall be in writing and may be served on each party's representative by hand; facsimile; regular mail or courier; addressed to such designated representative at the address indicated. Each party hereunder shall designate such a representative in writing at the commencement of the provision of services under this Agreement. The address of either party or their designated representative may be changed at any time by written notice of such change to the other party. Any such notice shall be effective upon delivery to the intended recipient or seven (7) days after being placed in the ordinary course of the U.S. mail, postage paid and properly addressed, whichever occurs first.
13. EBDS shall perform the services contemplated by this Agreement solely as an independent contractor and not as an agent or employee of Commission. EBDS shall be responsible for and shall pay all contributions, taxes and assessments which are measured by the wages, salaries or other remuneration paid to persons employed by EBDS or its contractors for services performed under this Agreement, or which arise by virtue of their employment by EBDS, and which now or hereafter may be imposed by any governmental body. Such contributions, taxes and assessments shall include, without limitation, those for social security, disability, unemployment and other benefits, and for income withholding taxes. EBDS shall comply with all administrative regulations relating to such matters.
14. Throughout the performance of services contemplated by this Agreement, EBDS and Commission shall comply with all applicable federal, state and local laws, ordinances and regulations, whether existing or hereafter enacted, of all governing bodies having jurisdiction over the services contemplated by this Agreement or any part thereof.
15. Commission or its designated representative may audit the provision of administration services hereunder. Commission shall give prior written notice to EBDS of any such audit. Any such audit shall be conducted during regular business hours or as otherwise agreed to by EBDS. EBDS shall cooperate with the audit by providing reasonable access to appropriate records. Commission shall not conduct more than one such audit for each contract year, except that in the event an audit is required by an applicable government agency or as necessary in the event of litigation involving the program of applicable benefits, Commission shall be permitted to conduct more than one such audit for a contract year.
16. In the event that termination of the provision of services under this Agreement shall occur for any reason, EBDS shall make available in a commercially reasonable manner under the circumstances, applicable data and records necessary to permit Commission to continue to administer the applicable program of benefits. Actual costs incurred including, without limitation, copying, printing, postage, delivery charges, data transmission expenses, etc. shall be the responsibility of Commission. Any special programming requests such as to report data in a special format or medium shall be completed and billed to Commission at the then applicable EBDS usual and customary rate for special services. Actual delivery of such data, records

and other information shall be completed after all applicable fees and expenses have been paid to EBDS in full.

17. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement or of the same or any other provision in any other instance. No waiver shall be effective except in writing signed by the authorized representatives of the parties hereto.

18. This Agreement and the Attachments hereto, constitute the entire, full, and complete Agreement between the parties concerning the subject matter hereof, and supersede any and all prior agreements between the parties. No amendment, change, or variance from this Agreement shall be binding on the parties unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below written. By their signature below the party representatives affirm that they are authorized to enter into this Agreement on behalf of and to fully bind their respective organizations.

**Employee Benefit Data Services Co.**

**Jefferson County Commission**

By: \_\_\_\_\_  
Signature

David A. Howes

Director, Compliance and Risk Mgmt.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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## **Exhibit A**

### **Scope of Services**

#### **Health Reimbursement Account Administration**

EBDS will provide Health Reimbursement Account Administration through the MedSave product platform and processes, to Commission's Health Reimbursement Account plan participants based upon the specific rules and plan design established by Commission and communicated to EBDS; provided, that the specific requirements of the plan or program design can be accommodated within the MedSave product platform. The following details the scope of Health Reimbursement Account Administration services to be provided by EBDS:

- Establish and maintain a health reimbursement account for each eligible electing employee.
- Receive a daily electronic file from selected carriers to process reimbursement requests.
- Adjudicate expense reimbursement requests.
- Complete data input of demographic and status changes.
- Facilitate submission of proper documentation as necessary. Participants will need to properly utilize the designated mailing address or facsimile telephone number for the submission of documentation to receive the maximum value from the MedSave adjudication and payment process.
- Process and administer payment of valid reimbursement requests on a continuous basis for all properly documented and eligible claims received, provided that required funding levels are maintained and available to make such reimbursement payments.
- Process run-out claims for a given plan year through the predetermined end date.
- Provide access to a customer service representative to answer inquiries regarding status of reimbursement requests and payments as well as related issues during regular business hours (generally 8:00 AM to 5:00 PM Eastern Time).
- Provide a voice mail system to receive messages while customer service representative is unavailable.
- Provide participants with access to an individualized record of account via the Internet; provided that the participant agrees to comply with applicable security and confidentiality requirements.
- Provide monthly reports to Commission of all account activities.
- Reconcile all account transactions.

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- Complete the transfer of applicable funds into a designated sub account maintained in the name and Taxpayer Identification Number of Commission from the source account designated by Commission on either the periodic or scheduled basis available under the MedSave platform and as elected by Commission; provided that Commission designates the source account and completes all actions necessary to authorize EBDS to make the necessary direct debit transactions.

By my signature hereafter, I acknowledge and agree that the services listed in Exhibit A accurately set forth the expected services contemplated by this Agreement.

**Employee Benefit Data Services Co.**

**Jefferson County Commission**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

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**Exhibit B  
Fee Schedule**

Health Reimbursement Account Administration

Monthly Fee	\$ 3.60 per participant per month (Monthly Minimum \$237.50)
Plan Year Set-Up Fee	\$500.00 per Plan Year or part thereof

Carrier feeds for claims will be received from Highmark and affiliated companies. If EBDS must receive carrier feeds from any other carriers there will be a one time set up fee of \$1,000.00 per carrier. If weekly funding is selected to support the continuous reimbursement process, there will be an additional per participant per month fee of \$0.15.

Extraordinary postage, dedicated telephone usage charges, outside special printing expenses for employee communications, special delivery charges and other direct costs incurred at the request of Commission will be additional and will be billed as incurred. Special requests not already included in the services listed will be performed at the EBDS standard hourly rate for the service provided.

Any additional benefits; services; the addition of any divisions, locations or groups of employees not included as of the date of this Agreement; or any deviations in services available under the MedSave platform; shall be provided based upon EBDS standard average hourly rates for such services or as agreed in a separate agreement or amendment applicable to such services.

By my signature hereafter, I acknowledge and agree that the fees listed in Exhibit B accurately set forth the expected fees to be paid for the services listed within this Agreement as of the Effective Date of this Agreement.

**Employee Benefit Data Services Co.**

**Jefferson County Commission**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

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## **Exhibit C**

### **Business Associate Agreement**

1. All capitalized terms used in this Exhibit C shall have the meanings set forth in the HIPAA Privacy and Security Rules, unless otherwise defined herein or clearly required by the context.
2. In the event that there is any inconsistency between the provisions of this Exhibit C and the mandatory terms of the HIPAA Privacy and Security Rules, as may be expressly amended from time to time by the Department of Health and Human Services or its successor (HHS) or as a result of interpretations by HHS, a court of competent jurisdiction, or another regulatory agency with authority over Commission and EBDS, said interpretation shall prevail. If there is conflict among interpretations of these entities, the conflict shall be resolved in accordance with the rules of precedence.
3. Where provisions of this Exhibit C are different from those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted under the Rule, the provisions of this Exhibit C shall control.
4. This Exhibit C does not create any rights in third parties, except as expressly provided in the HIPAA Privacy and Security Rules or this Exhibit C.
5. EBDS shall:
  - a. not use or disclose PHI other than as permitted or required by this Exhibit C or as Required By Law.
  - b. use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Exhibit C. EBDS will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Commission as required by the Security Rule.
  - c. report to Commission any use or disclosure of PHI not provided for by this Exhibit C and any Security Incident of which it becomes aware.
  - d. ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by EBDS on behalf of Commission, agrees to the same restrictions and conditions that apply through this Exhibit C to EBDS with respect to such information. Moreover, EBDS shall ensure that any agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Commission's PHI.

- e. provide access, at the request of Commission, within a reasonable time after the request is made and during normal business hours, to PHI in a Designated Record Set, to Commission or, as directed by Commission, to an Individual in order to meet the requirements under 45 CFR section 164.524.
  - f. make any amendment(s) to PHI in a Designated Record Set that Commission directs or agrees to pursuant to 45 CFR section 164.526 at the request of Commission or an Individual, within a reasonable period of time after the request is made.
  - g. make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by EBDS on behalf of Commission, available to the Secretary, within a reasonable time after the request and at a time and location agreed to by EBDS during normal business hours, or a designee of the Secretary, for the purposes of the Secretary determining Commission's compliance with the HIPAA Privacy Rule.
  - h. document such disclosures of PHI and information related to such disclosures as would be required for Commission to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528.
  - i. provide to Commission or an Individual, within a reasonable time after the request is made and during normal business hours, information collected in accordance with Subsection H of Section 5 of this Exhibit C, to permit Commission to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528.
6. Except as otherwise limited in this Exhibit C, EBDS may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Commission as specified in this Agreement for the provision of services entered into by and between Commission and EBDS, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Commission or the minimum necessary policies and procedures of Commission.
7. Except as otherwise limited in this Exhibit C, EBDS may use PHI for the proper management and administration of EBDS or to carry out the legal responsibilities of EBDS.
8. Except as otherwise limited in this Exhibit C, EBDS may disclose PHI for the proper management and administration of EBDS, provided that disclosures are required by law, or EBDS obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person,

and the person notifies EBDS of any instances of which it is aware in which the confidentiality of the information has been breached.

9. Except as otherwise limited in this Exhibit C, EBDS may use PHI to provide Data Aggregation services to Commission as permitted by 45 CFR section 164.504(e)(2)(i)(B).
10. EBDS may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR section 164.502(j)(1).
11. Commission shall notify EBDS of any limitation(s) in its notice of privacy practices of Commission in accordance with 45 CFR section 164.520 to the extent that such limitation may affect EBDS's use or disclosure of PHI.
12. Commission shall notify EBDS of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect EBDS's use or disclosure of PHI.
13. Commission shall notify EBDS of any restriction to the use or disclosure of PHI that Commission has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect EBDS's use or disclosure of PHI.
14. Commission shall not request EBDS to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Commission, except as otherwise provided in this Exhibit C.
15. The obligations, rights and responsibilities hereunder shall continue beyond the termination date of the Agreement until such time as all of the PHI provided by Commission to EBDS, or created by EBDS on behalf of Commission, is destroyed or returned to Commission, or, if infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Agreement.
16. Upon Commission's knowledge of a material breach by EBDS under this Exhibit C, Commission shall (a) provide an opportunity for EBDS to cure the breach or end the violation, and terminate this Agreement for the provision of services if EBDS does not cure the breach or end the violation within a reasonable time as agreed by the parties, but not less than 30 days after receiving notice of the breach; (b) immediately terminate this Agreement for the provision of services if EBDS has breached a material term of this Agreement and cure is clearly not possible; or (c) if neither termination nor cure are feasible, Commission shall report the violation to the Secretary.
17. Except as provided herein, upon termination of this Agreement, for any reason, EBDS shall return or destroy all PHI received from Commission, or created or received by

EBDS on behalf of Commission. This provision shall apply to PHI that is in the possession of subcontractors or agents of EBDS. EBDS shall retain no copies of PHI other than as permitted or required hereafter.

In the event that EBDS determines that returning or destroying the PHI is infeasible, EBDS shall provide to Commission notification of the conditions that make return or destruction infeasible. Upon determination by EBDS that return or destruction of PHI is infeasible, EBDS shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as EBDS maintains such PHI.

EBDS may retain copies of PHI to the extent necessary to validate its compliance with all laws, rules, requirements and regulations, which are applicable to the provision of services under this Agreement. EBDS may also retain copies of PHI, especially PHI that is contained within electronic storage medium, which is part of EBDS back-up of electronic data and information stored under its regular data storage and retrieval processes and procedures.

18. A reference in this Exhibit C to a section in the Privacy or Security Rules means the section as in effect or as amended.
19. EBDS and Commission agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Commission to comply with the requirements of the Privacy and Security Rules and the HIPAA. Any such amendment shall be made in writing and executed by and on behalf of each of the parties to this Agreement.
20. Any ambiguity in this Agreement shall be resolved to permit Commission to comply with the Privacy Rule.
21. EBDS and Commission may designate a privacy officer hereunder. Any notice required hereunder shall be made in writing delivered to the designated privacy officer at the address of the entity. If no privacy officer is designated, any notice hereunder shall be delivered as provided in the Agreement. Notices shall be deemed delivered when they are actually received by the designated privacy officer.

[Remainder of Page Intentionally Left Blank]

## **Exhibit D**

### **MedSave Funding Agreement**

Commission agrees to provide all necessary and sufficient funding for benefits required to support administration of the Commission Health Reimbursement Account program through the MedSave platform.

1. Commission shall designate an appropriate banking account as the source account for providing the necessary funds to support the MedSave administration program. Commission shall complete all necessary requirements to authorize EBDS to initiate direct debit transactions from the designated account and shall remove debit blocking as applicable to EBDS from such account.
2. Commission shall ensure that there are sufficient funds available in the designated account at the time that EBDS shall initiate a direct debit transaction, based upon the applicable requirements of the periodic or scheduled funding requirements option as selected by Commission. Commission shall rely upon the funds request notice provided by EBDS prior to initiating any such direct debit transaction to determine the amount of funds that will be sufficient to support completion of each direct debit transaction.
3. Commission will provide the necessary information to EBDS that will permit the establishment of a sub account in the name of Commission and with the applicable Taxpayer Identification Number for the purpose of holding the necessary funds on deposit to support the MedSave claims payment process. EBDS shall maintain full authority to effect transactions in such sub account as are necessary to complete reimbursement payments to participants under the Commission Health Reimbursement Account program.
4. Should there be insufficient funds available to pay any participant claims under the Commission Health Reimbursement Account program at any time, there shall be no obligation on the part of EBDS to make any such payments and all reimbursement payments shall cease until such time as the necessary funds are available to make such payments.

[Remainder of Page Intentionally Left Blank]

#17

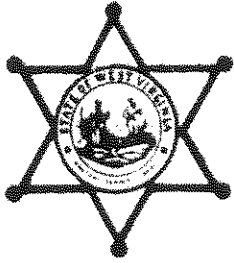
## NOTICE OF INTENT TO APPOINT

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, September 3, 2009, or as soon thereafter as the Commission may decide:

**Jefferson County Enhanced E911 Board -One 3 year term ending  
September 1, 2012**

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414, prior to the proposed date of appointment.

Additional information regarding these appointments may be obtained by calling the Commission Office at (304) 728-3284.



#18

Telephone: 728-3205  
Tax Office: 728-3220  
Fax: 728-3299

## SHERIFF and TREASURER *of Jefferson County*

Robert E. Shirley  
P.O. Box 9  
Charles Town, WV 25414

August 20, 2009

### MEMORANDUM

TO: Jefferson County Commission

FROM: Lt. T. H. Hansen

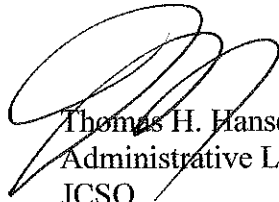
SUBJECT: Approval of new appointment

The Jefferson County Deputy Sheriff Reserve is a wholly volunteer organization and has become invaluable to the Jefferson County Sheriff's Office. Jason Sherrill Mongan has applied for appointment to the Deputy Sheriff Reserve. A background investigation has been completed on Mr. Mongan, and he has been deemed suitable for appointment. I am requesting permission to appoint Jason Sherrill Mongan to this exceptional organization.

Pending you're approval, we anticipate an appointment date of on or about August 28, 2009.

Thank you for your consideration and attention to this matter.

Respectfully submitted,



Thomas H. Hansen  
Administrative Lieutenant  
JCSO

#19

**Leslie D. Smith**

---

**From:** Patricia Rucker [perucker@yahoo.com]  
**Sent:** Thursday, August 20, 2009 11:47 AM  
**To:** ldsmith@jeffersoncountywv.org  
**Cc:** Anne Dungan; dmanuel@frontiernet.net  
**Subject:** use of public meeting rooms

Ms. Smith,

I hope you don't mind me sending this to you. I would like to formally request use of the Charles Town Library meeting room for our group's next workshop. The workshop will be on the Constitution and be led by a Constitutional Lawyer. We will need it approximately from 9am to 12pm (the workshop is only two hours but we are accounting time for cleanup and setup).

Can you please make sure this request follows the correct procedures? I know you need to first check the calendar, and then put this on the agenda of the County Commissioners? The dates we are looking at are for either Saturday, Sept. 19th or Saturday, Sept. 26th.

How soon might I know which date is available? I do need to let our Constitutional Lawyer know if advance. Thank you for your help.

Sincerely,

Patricia Rucker  
wtpwv.com  
Harpers Ferry Resident  
304-724-6161

## COUNTY MEETING ROOM POLICY

All meeting rooms in Jefferson County-owned buildings are to be used only for County related meetings and/or business. All exceptions to this policy must be brought before the Jefferson County Commission for a vote during their regular meeting. Organizations authorized to use these rooms are as follows:

- County appointed Commissions, Boards and Authorities
- Republican and Democratic Executive Committees
- Meeting rooms may be used by elected officials (county, state, etc.) for meetings when it is for a stated public purpose. Any organization or individual using meeting rooms is subject to being "bumped" if the rooms are needed for any county related business. County appointed Boards, Commissions, Authorities, etc. will take precedence over any scheduling conflict.

No furniture should be removed from any meeting room at any time.

All rooms should be secured after the meeting is adjourned.

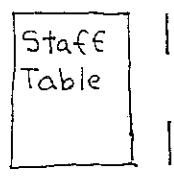
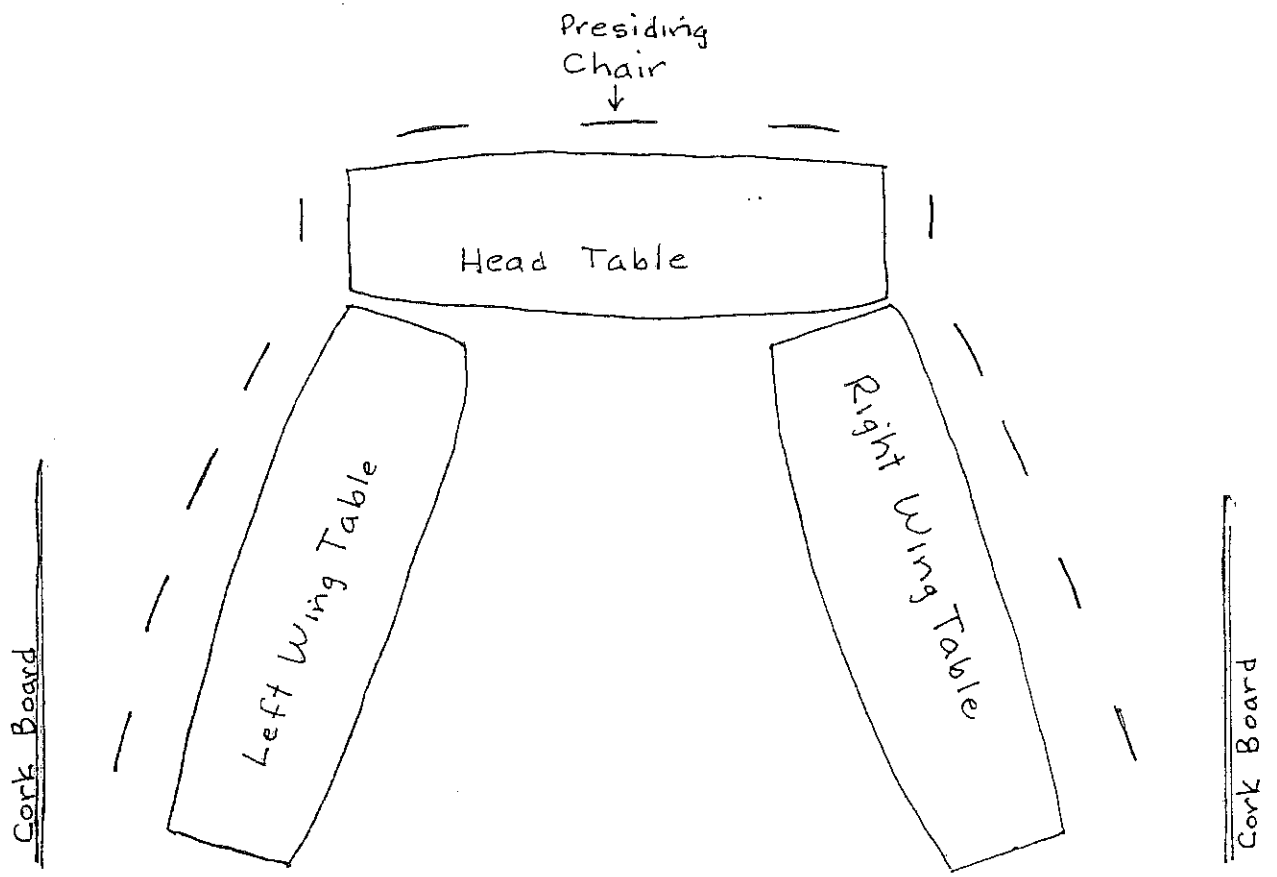
**Planning Commission Meeting Room:** The Planning Commission Meeting Room must be scheduled through the Planning office. The key to the meeting room may be picked up and returned to the Planning Commission office staff during normal business hours. After using this meeting room, the contents of the room should be returned to their proper places according to the schematic diagram in the meeting room.

**County Commission Courtroom:** The County Commission little Courtroom is scheduled through the County Clerk's office and the County Commission office and may only be used during normal business hours.

**Circuit Courtroom:** The Circuit Courtroom may be scheduled through the Circuit Judge's office.

**Bardane Center Conference Rooms:** All conference rooms located at the Bardane Center must be scheduled through the Office of Emergency Services located at the Bardane Center. In the event that meetings are held after hours, a responsible employee shall be in attendance. This employee will be responsible for making sure there is no damage, the meeting room is put back in proper order and the building and meeting rooms are secured before leaving. In addition, employees working after normal business hours at the Bardane Center are responsible for securing the building.

Amended January 18, 1996



PUBLIC SEATING

#30

**The GUARDIAN LIFE Insurance Company of AMERICA**  
A Mutual Life Insurance Company  
7 Hanover Square, New York, New York 10004

Incorporated 1860 By The Laws of The State of New York

Amendment to Group Policy No. G- 00270632-IC

(To be attached to and made a part of the Policy)

The Policyholder and the Insurance Company hereby agree that Group Policy No. G- 00270632-IC is hereby amended effective September 1, 2009 as follows:

**With respect to Jefferson County Commission**

**YOUR EMPLOYEE AND DEPENDENT MAJOR MEDICAL INSURANCE IS HEREBY DELETED, AND ANY AND ALL ASSOCIATED REFERENCE TO EMPLOYEE AND DEPENDENT MAJOR MEDICAL INSURANCE, IF ANY, IS HEREBY DECLARED NULL AND VOID.**

\* \* \* \* \*

The foregoing amendment shall form a part of said Group Policy, provided both the Policyholder and the Insurance Company have hereto applied their respective signatures, and is subject to the agreements and covenants therein contained.

Dated at Bethlehem, PA This 13th Day of August, 2009

Trustees of the Business and Management Services Industry Insurance Trust Fund  
Full or Corporate Name of Policyholder


\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Signature and Title

**RECEIVED**

AUG 17 2009

**Jefferson County Commission**

**The Guardian** Life Insurance Company of America



Vice President, Group Products

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS**

P999.0002-R

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## CERTIFICATE AMENDMENT

---

(To be attached to certificates issued to employees)

**Group Policy No.:** G-00270632-IC

**Issued to:** JEFFERSON COUNTY COMMISSION

**Amendment Effective:** September 1, 2009

**YOUR EMPLOYEE AND DEPENDENT MAJOR MEDICAL INSURANCE IS  
HEREBY DELETED, AND ANY AND ALL ASSOCIATED REFERENCE TO  
EMPLOYEE AND DEPENDENT MAJOR MEDICAL INSURANCE, IF ANY,  
ARE HEREBY DECLARED NULL AND VOID.**

CGP-A-1

B600.9001-R

\* \* \* \* \*

All terms and conditions of your certificate not specifically changed herein  
remain in full force and effect.

**The Guardian** Life Insurance Company of America



Vice President, Group Products

CGP-A-1

B590.9014-R

---

## CERTIFICATE AMENDMENT

---

(To be attached to certificates issued to employees)

**Group Policy No.:** G-00270632-IC

**Issued to:** JEFFERSON COUNTY COMMISSION

**Amendment Effective:** September 1, 2009

**YOUR EMPLOYEE AND DEPENDENT MAJOR MEDICAL INSURANCE IS  
HEREBY DELETED, AND ANY AND ALL ASSOCIATED REFERENCE TO  
EMPLOYEE AND DEPENDENT MAJOR MEDICAL INSURANCE, IF ANY,  
ARE HEREBY DECLARED NULL AND VOID.**

CGP-A-1

B600.9001-R

\* \* \* \* \*

All terms and conditions of your certificate not specifically changed herein remain in full force and effect.

**The Guardian** Life Insurance Company of America



Vice President, Group Products

CGP-A-1

B590.9014-R

#31

**Leslie D. Smith**

---

**From:** JCC [info@jeffersoncountywv.org]  
**Sent:** Friday, June 05, 2009 9:38 AM  
**To:** ldsmith@jeffersoncountywv.org  
**Subject:** Fw:

-----Original Message-----

From: "Dave Hamill" <dave\_hamill@comcast.net>  
Sent 6/4/2009 8:20:53 PM  
To: info@jeffersoncountywv.org  
Subject:

I submit my name to be on the census committee. Do I have to be approved by some overseeing body?

Dave Hamill,

Mayor Ranson

## Leslie D. Smith

---

**From:** Ed Burns [elburns@gmail.com]  
**Sent:** Monday, June 01, 2009 11:08 AM  
**To:** Leslie Smith  
**Subject:** 2010 Census Complete Count Committee

Leslie,  
Please add my name to the list for consideration for this committee.  
Thanks,  
Ed Burns


**Leslie D. Smith**

---

**From:** JCC [info@jeffersoncountywv.org]  
**Sent:** Monday, June 01, 2009 11:55 AM  
**To:** ldsmith@jeffersoncountywv.org  
**Subject:** Fw: 2010 Census Complete County Committee

-----Original Message-----

**From:** "A Hill" <ahill@gsivc.org>  
**Sent:** 6/1/2009 9:32:19 AM  
**To:** info@jeffersoncountywv.org  
**Subject:** 2010 Census Complete County Committee

I just received information about:    
Can you tell me how much time is involved in serving on the committee? Thanks, Angie

Angie Hill  
Good Shepherd Caregivers  
Program Manager  
(304) 876-3325  
[www.gshivc.org](http://www.gshivc.org)

**Leslie D. Smith**

---

**From:** JCC [info@jeffersoncountywv.org]  
**Sent:** Monday, June 01, 2009 11:55 AM  
**To:** ldsmith@jeffersoncountywv.org  
**Subject:** Fw: Census Completion Committee

-----Original Message-----

**From:** <r30nik@aol.com>  
**Sent:** 6/1/2009 10:30:03 AM  
**To:** info@jeffersoncountywv.org  
**Subject:** Census Completion Committee

Leslie,

Could you please add my name to the list of those interested in the Complete Census Count Committee?

If you need anything further from me, I'll be happy to provide it.

Hope you're well,

Ronda Lehman  
334 River Rock Run  
Harpers Ferry, WV 25425  
304-724-8372  
3041-261-8070

JEFFERSON COUNTY BRANCH OF THE NAACP  
CHARLES TOWN, WV

President, George Rutherford  
P. O. Box 411  
Ranson, WV 25438  
304-725-7164

1<sup>st</sup> Vice President, Larry Togans  
1486 Tusawilla Dr.  
Charles Town, WV 25414  
304-725-4735

2<sup>nd</sup> Vice President, Velma Twyman  
P. O. Box 31  
Harpers Ferry, WV 25425  
304-535-6827

Treasurer, Antoinette Ringgold  
105 Limited Dr.  
Ranson, WV 25438  
304-728-6576

Secretary, Harold Stewart  
9029 Charles Town Rd  
Charles Town, WV 25414  
304-725-7164

August 27, 2009

Jefferson County Commission,

The Jefferson County Branch of the NAACP is planning their Annual Freedom Fund Banquet for October 24, 2009 at the Clarion Hotel in Shepherdstown, WV. This year we are producing a souvenir journal and asking that the Commission or you as individual members of the Commission support our efforts and take out an ad in the journal. An Ad contract form is attached.

Sincerely yours,

*Harold E. Stewart*  
Harold E. Stewart

RECEIVED

AUG 27 2009

JEFFERSON COUNTY COMMISSION

**ADVERTISING CONTRACT**  
**FREEDOM FUND BANQUET**  
**OCTOBER 24, 2009**  
**JEFFERSON COUNTY BRANCH OF THE NAACP**  
George Rutherford, Pres

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Rates for ADS

Full Page                    \$50.00 \_\_\_\_\_  
Half Page                    \$25.00 \_\_\_\_\_  
Inside Front Cover        \$100.00 \_\_\_\_\_  
Inside Back Cover        \$75.00 \_\_\_\_\_  
Patron (One name)        \$3.00 \_\_\_\_\_  
Patron (Mr. & Mrs.)       \$5.00 \_\_\_\_\_  
Photo w/AD Extra        \$5.00 \_\_\_\_\_

The undersigned agrees to pay the sum of

\$\_\_\_\_\_ for \_\_\_\_\_ ad(s) marked at the left of  
this page.

This advertisement is to be inserted in the Freedom  
Fund Banquet Souvenir Journal.

Advertiser \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone - Day \_\_\_\_\_ Evening \_\_\_\_\_

Please make checks payable to:  
**Jefferson County Br. Of The NAACP**

Mail to: Harold E. Stewart  
9029 Charles Town Rd.  
Charles Town, WV 25414

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Signature of Solicitor*

**Please have your ads to Mr. Stewart by  
September 15, 2009.**

Thank You

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Please Print or Attach Copy Here: (Use Back of Form if Necessary)

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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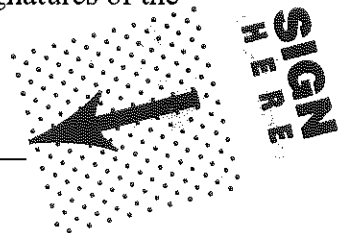
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## *RESOLUTION*

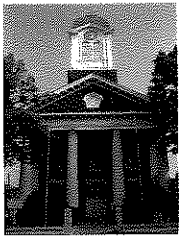
**WHEREAS,** The Jefferson County Commission has agreed to assist in the project to restore and repaint the iron fences and other repairs as funds permit for Elmwood Cemetery Association, Inc. with funds partially through and made available through the Governor's Community Participation Grant Program and the West Virginia Development Office. The amount of the Community Participation Grant is \$1,000.

**NOW, THEREFORE BE IT RESOLVED,** that the Jefferson County Commission does hereby accept the conditions of the contract between the West Virginia Development Office and the Jefferson County Commission and does hereby authorize the signatures of the President of the Commission.

\_\_\_\_\_  
DALE MANUEL  
PRESIDENT  
JEFFERSON COUNTY COMMISSION



DATED: \_\_\_\_\_



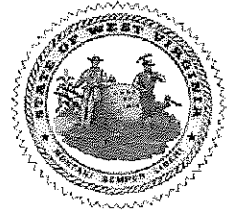
# THE COUNTY COMMISSION OF JEFFERSON COUNTY

P.O. Box 250  
124 East Washington Street  
Charles Town, WV 25414

Phone: 304-728-3284

www.jeffersoncountywv.org

Fax: 304-725-7916



Letter of Agreement  
Community Participation Grant Program  
between the  
Jefferson County Commission  
and the  
Elmwood Cemetery Association

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the Jefferson County Commission and the Elmwood Cemetery Association its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Elmwood Cemetery Association to perform specific tasks through funding from the Governor's Community Participation Grant Program.

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

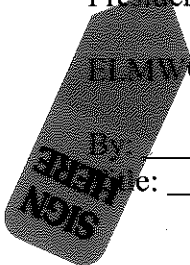
1. The Jefferson County Commission will serve as funding agency for the Elmwood Cemetery Association.
2. The Elmwood Cemetery Association agrees to abide by the terms and conditions of the Governor's Community Participation Grant Program Contract between the West Virginia Development Office and the Jefferson County Commission as contained herein. (attached)
3. This agreement shall be signed by the authorized officers, agents or representatives of the Elmwood Cemetery Association and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

ELMWOOD CEMETERY ASSOCIATION

By \_\_\_\_\_  
Name: \_\_\_\_\_





WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard, East • Charleston, WV 25305-0311

**RECEIVED**

(304) 558-4010 (800) 982-3386

www.wvopenforbusiness.com

August 21, 2009

AUG 24 2009

**Jefferson County Commission**

The Honorable Dale Manuel  
President  
Jefferson County Commission  
Post Office Box 250  
Charles Town, West Virginia 25414

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2009 Community Participation Grant award, in the amount of \$1,000 to the Jefferson County Commission to preserve and beautify the iron fence at the Elmwood Cemetery. The fence will be removed, sandblasted, painted, and reinstalled. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

Please review this document carefully. As the grantee, the Jefferson County Commission is responsible for compliance with this contract, including all applicable laws referenced in the contract, such as those pertaining to prevailing wage rates and competitive bid procedures. These requirements apply to any and all grants, including those dedicated to sub-grantees, such as nonprofit organizations.

The contract period outlined in this contract will expire June 30, 2010, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

**Once the Jefferson County Commission and legal counsel have reviewed the contract, the Jefferson County Commission must pass a formal resolution accepting the conditions of the contract and authorizing your signature on the last page. We will be unable to process a grant agreement until a signed contract and resolution are returned to this office.**

I am looking forward to working with you on this worthwhile project. If you have any questions, please contact me at (304) 558-4010.

Sincerely,

  
Brandi Blankenship  
Community Development Division

BB:kd

Enclosure

Project Number: 09LEDA0223

**GOVERNOR'S COMMUNITY PARTICIPATION  
GRANT PROGRAM CONTRACT**

between the

**WEST VIRGINIA DEVELOPMENT OFFICE**

and the

**JEFFERSON COUNTY COMMISSION**

**THIS AGREEMENT**, entered into this 1st day of July, 2008, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

**WITNESS THAT:**

**WHEREAS**, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks hereafter described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

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

1. **Assistance of the Grantee**. The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services**. The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to preserve and beautify the iron fence at the Elmwood Cemetery. The fence will be removed, sandblasted, painted, and reinstalled.
3. **Personnel**. The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance**. The Grantee will commence its duties under this Contract on July 1, 2008, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2010. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2010.
5. **Compensation**. In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$1,000. This amount constitutes complete compensation for all services rendered. In

no instance shall the agreed upon compensation exceed \$1,000 without the written consent of the Governor of the State of West Virginia.

6. **Method of Payment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee. Upon receipt of said documents, the WVDEVO shall review the same for reasonableness and appropriateness.

7. **Changes.** The WVDEVO and the Grantee may, from time to time, require changes in the scope of the services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed, which are mutually agreed upon by and between the WVDEVO and the Grantee, shall be incorporated in written amendments to this Contract.

8. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that such a sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should such a sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.

9. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

**The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of over \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement under the provisions of Paragraph 28.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance with these procedures.

10. **Project Wage Rates.** Every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost.**

**The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds**

utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.

Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

Further, the Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bid documents. The Grantee shall also have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance including copies of contractor's payrolls.

11. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost.**

**Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.**

The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

Any contracts under this agreement must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. This law applies to all construction contracts, regardless of cost. The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks.

The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

12. **Bonding.** The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond: provided, that the state and its subdivisions may reject all bids and solicit new bids.

In the procurement of contracts or subcontracts for construction of less than \$100,000, the Grantee shall follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds, provided that the Grantee's and State's interests are adequately protected and that such contracts can be executed in a timely manner.

**In the procurement of contracts or subcontracts for construction that exceed \$100,000, the Grantee shall obtain the following:**

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

13. **Architecture and Engineering**. The Grantee shall procure architectural or engineering services in accordance with of the West Virginia Code §5G. In the procurement of architectural and engineering services for projects estimated to cost \$250,000 or more, the Grantee shall publish a Class II legal ad in compliance with West Virginia Code §59-3. In the procurement of services for projects estimated to cost less than \$250,000, the Grantee shall conduct discussions with three or more professional firms.

14. **Design-Build**. The Grantee shall procure design-build projects in accordance with West Virginia Code §5-22A-1. This applies solely to building projects. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

15. **Environmental and Historical Assessment**. The Grantee shall comply with all applicable federal, state and local environmental and historical preservation laws and regulations. The Grantee acknowledges this requirement and certifies that the project will be in compliance with such laws and regulations.

16. **Equal Employment Opportunity**. With respect to employment in carrying out the program objectives, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap.

17. **Facilities Accessible to the Handicapped**. The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A11/1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

18. **Facilities Operation**. The Grantee shall operate and maintain all facilities constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable federal, state and local statute, law, ordinance or regulation as to actual construction procedures, as well as maintenance and operation of such facilities upon completion.

19. **Interest of Members of WVDEVO and Others**. No officer, member or employee of the WVDEVO or officer, member or employee of the Grantee who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, nor shall any officer, member of, or employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

20. **Officials Not To Benefit.** No member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

21. **Inspections of Project Records.** At any time during normal business hours and as often as the WVDEVO or its designated representative may deem necessary, there shall be made available to the WVDEVO or its designated representative for examination, all of its records with respect to all matters covered by this Contract and permit the WVDEVO or its designated representative to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.

22. **Project Audits.** (a) The Grantee shall cause an audit of this program to be included in the audit of the Grantee performed by the West Virginia State Auditor's Office, Chief Inspection Division, or its designated representative in accordance with West Virginia Code §6-9-7. The audit shall be performed in conformance with generally acceptable accounting procedures.

(b) In accordance West Virginia Code §12-4-14, if the grantee is not audited by the West Virginia State Auditor's Office and the grantee received state funds or grants in the amount of fifteen thousand dollars or more, the grantee shall file an audit of the disbursement of funds with the legislative auditor's office. The audit shall be filed within two years of the disbursement of funds or grants by the grantee and shall be made by an independent certified public accountant at the cost of the corporation, association or other organization, and must show that the funds or grants were spent for the purposes intended when the grant was made. State funds or audits of state funds or grants under fifteen thousand dollars (\$15,000) may be authorized by the joint committee on government and finance to be conducted by the legislative auditor's office at no cost to the grantee.

23. **Reporting.** The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress. Failure to provide such reports as required by WVDEVO in a timely manner shall be cause for termination of this Contract under the terms of Paragraph 7.

24. **Fiscal Management.** The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

25. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.

26. **Repayment.** The Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

27. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.

28. **Termination of Contract for Cause.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

29. **Termination for Convenience of WVDEVO.** The WVDEVO may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDEVO as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

30. **Termination by the Grantee.** The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the Grantee makes any expenditure or incurs any obligation with respect to the project.

31. **Signing.** This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the President of the Jefferson County Commission upon authorization of the Jefferson County Commission by adoption and passage of a resolution, motion or similar official action.

**IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.**

**STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE**

\_\_\_\_\_  
**Kelley M. Goes, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By \_\_\_\_\_  
**Dale Manuel, President**

Federal Employee Identification Number

**55-6000333**

\_\_\_\_\_  
F.E.I.N.

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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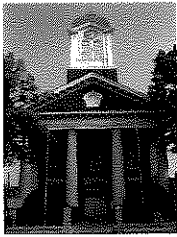
## *RESOLUTION*

WHEREAS, The Jefferson County Commission has agreed to enable the Star Lodge/Prince Hall to make interior repairs and stabilization of the Locke House with funds partially through and made available through the Governor's Community Participation Grant Program and the West Virginia Development Office. The amount of the grant is \$2,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission does hereby accept the conditions of the contract between the West Virginia Development Office and the Jefferson County Commission and does hereby authorize the signatures of the President of the Commission.

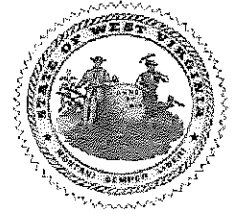
\_\_\_\_\_  
DALE MANUEL  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

DATED: \_\_\_\_\_



# THE COUNTY COMMISSION OF JEFFERSON COUNTY

P.O. Box 250  
124 East Washington Street  
Charles Town, WV 25414



Phone: 304-728-3284

www.jeffersoncountywv.org

Fax: 304-725-7916

Letter of Agreement  
Community Participation Grant Program  
between the  
Jefferson County Commission  
and the  
Star Lodge/Historic Locke House

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the Jefferson County Commission and the Star Lodge/Historic Locke House its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Star Lodge/Historic Locke House to perform specific tasks through funding from the Governor's Community Participation Grant Program.

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

1. The Jefferson County Commission will serve as funding agency for the Star Lodge/Historic Locke House.
2. The Star Lodge/Historic Locke House agrees to abide by the terms and conditions of the Governor's Community Participation Grant Program Contract between the West Virginia Development Office and the Jefferson County Commission as contained herein. (attached)
3. This agreement shall be signed by the authorized officers, agents or representatives of the Star Lodge/Historic Locke House and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

STAR LODGE/HISTORIC LOCKE HOUSE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESSED BY:**  
**STAR LODGE/HISTORIC LOCKE HOUSE**



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard, East • Charleston, WV 25305-0311  
(304) 558-2234 • (800) 982-3386  
www.wvopenforbusiness.com

August 21, 2009

RECEIVED

AUG 24 2009

The Honorable Dale Manuel  
President  
Jefferson County Commission  
Post Office Box 250  
Charles Town, West Virginia 25414

Jefferson County Commission

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2009 Community Participation Grant award, in the amount of \$2,000 to the Jefferson County Commission to enable the African-American Community Association of Jefferson County to continue the restoration of the Locke House. The project will include interior repairs and stabilization as funds permit. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

Please review this document carefully. As the grantee, the Jefferson County Commission is responsible for compliance with this contract, including all applicable laws referenced in the contract, such as those pertaining to prevailing wage rates and competitive bid procedures. These requirements apply to any and all grants, including those dedicated to sub-grantees, such as nonprofit organizations.

The contract period outlined in this contract will expire June 30, 2010, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

**Once the Jefferson County Commission and legal counsel have reviewed the contract, the Jefferson County Commission must pass a formal resolution accepting the conditions of the contract and authorizing your signature on the last page.** We will be unable to process a grant agreement until a signed contract and resolution are returned to this office.

I am looking forward to working with you on this worthwhile project. If you have any questions, please contact me at (304) 558-4010.

Sincerely,

Brandi Blankenship  
Community Development Division

BB:kd

Enclosure

Project Number: 09LEDA0229

**GOVERNOR'S COMMUNITY PARTICIPATION  
GRANT PROGRAM CONTRACT**

between the

**WEST VIRGINIA DEVELOPMENT OFFICE**

and the

**JEFFERSON COUNTY COMMISSION**

**THIS AGREEMENT**, entered into this 1st day of July, 2008, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

**WITNESS THAT:**

**WHEREAS**, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks hereafter described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

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

1. **Assistance of the Grantee.** The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services.** The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to enable the African-American Community Association of Jefferson County to continue the restoration of the Locke House. The project will include interior repairs and stabilization as funds permit.
3. **Personnel.** The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2008, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2010. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2010.

5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$2,000. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$2,000 without the written consent of the Governor of the State of West Virginia.

6. **Method of Payment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee. Upon receipt of said documents, the WVDEVO shall review the same for reasonableness and appropriateness.

7. **Changes.** The WVDEVO and the Grantee may, from time to time, require changes in the scope of the services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed, which are mutually agreed upon by and between the WVDEVO and the Grantee, shall be incorporated in written amendments to this Contract.

8. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that such a sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should such a sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.

9. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

**The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of over \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement under the provisions of Paragraph 28.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance with these procedures.

10. **Project Wage Rates.** Every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost.**

The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.

Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

Further, the Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bid documents. The Grantee shall also have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance including copies of contractor's payrolls.

11. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost.**

Further, the receipt and utilization of funds procured under this agreement mandate that **ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.**

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The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

12. **Bonding.** The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond: provided, that the state and its subdivisions may reject all bids and solicit new bids.

In the procurement of contracts or subcontracts for construction of less than \$100,000, the Grantee shall follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds, provided that the Grantee's and State's interests are adequately protected and that such contracts can be executed in a timely manner.

**In the procurement of contracts or subcontracts for construction that exceed \$100,000, the Grantee shall obtain the following:**

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.

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31. **Signing**. This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the President of the Jefferson County Commission upon authorization of the Jefferson County Commission by adoption and passage of a resolution, motion or similar official action.

**IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.**

**STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE**

\_\_\_\_\_  
**Kelley M. Goes, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Dale Manuel, President**

Federal Employee Identification Number

55-6000 333

\_\_\_\_\_  
F.E.I.N.

**HERE  
SIGN**

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

---

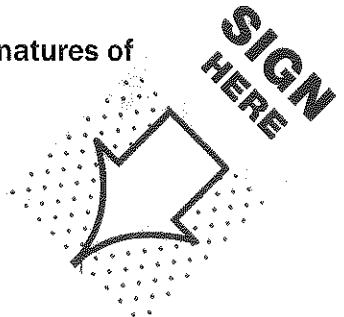
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## *RESOLUTION*

WHEREAS, The Jefferson County Commission has agreed to assist the African-American Community Association of Jefferson County to continue the restoration of Fisherman's Hall. The project will include heating and cooling systems, electrical upgrades, drywall, and plumbing. The amount of the Community Participation Grant Award is \$2,000.

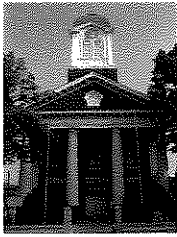
NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission does hereby accept the conditions of the contract between the West Virginia Development Office and the Jefferson County Commission and does hereby authorize the signatures of the President of the Commission.

\_\_\_\_\_  
DALE MANUEL  
PRESIDENT  
JEFFERSON COUNTY COMMISSION



DATED: \_\_\_\_\_

---



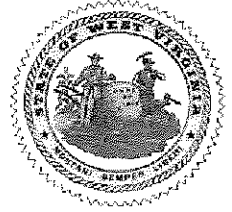
# THE COUNTY COMMISSION OF JEFFERSON COUNTY

P.O. Box 250  
124 East Washington Street  
Charles Town, WV 25414

Phone: 304-728-3284

www.jeffersoncountywv.org

Fax: 304-725-7916



Letter of Agreement  
Community Participation Program  
between the  
Jefferson County Commission  
and the

African-American Community Association of Jefferson County

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the Jefferson County Commission and the African-American Community Association of Jefferson County its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist African-American Community Association of Jefferson County to perform specific tasks through funding from the Governor's Community Participation Program Grant.

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

1. The Jefferson County Commission will serve as funding agency for the African-American Community Association of Jefferson County.
2. The African-American Community Association of Jefferson County agrees to abide by the terms and conditions of the Governor's Community Participation Program Grant Contract between the West Virginia Development Office and the Jefferson County Commission as contained herein. (attached)
3. This agreement shall be signed by the authorized officers, agents or representatives of the African-American Community Association of Jefferson County and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

AFRICAN-AMERICAN COMMUNITY ASSOCIATION OF JEFFERSON COUNTY

\_\_\_\_\_  
Title:

**THE SIGN**



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard, East • Charleston, WV 25305-0311  
(304) 558-2234 • (800) 982-3386  
www.wvopenforbusiness.com

August 21, 2009

**RECEIVED**

AUG 24 2009

The Honorable Dale Manuel  
President  
Jefferson County Commission  
Post Office Box 250  
Charles Town, West Virginia 25414

**Jefferson County Commission**

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2009 Community Participation Grant award, in the amount of \$2,000 to the Jefferson County Commission to enable the African-American Community Association of Jefferson County to continue the restoration of Fisherman's Hall. The project will include heating and cooling systems, electrical upgrades, drywall, and plumbing. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

Please review this document carefully. As the grantee, the Jefferson County Commission is responsible for compliance with this contract, including all applicable laws referenced in the contract, such as those pertaining to prevailing wage rates and competitive bid procedures. These requirements apply to any and all grants, including those dedicated to sub-grantees, such as nonprofit organizations.

The contract period outlined in this contract will expire June 30, 2010, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

**Once the Jefferson County Commission and legal counsel have reviewed the contract, the Jefferson County Commission must pass a formal resolution accepting the conditions of the contract and authorizing your signature on the last page.** We will be unable to process a grant agreement until a signed contract and resolution are returned to this office.

I am looking forward to working with you on this worthwhile project. If you have any questions, please contact me at (304) 558-4010.

Sincerely,

  
Brandi Blankenship  
Community Development Division

BB:kd

Enclosure

Project Number: 09LEDA0222

**GOVERNOR'S COMMUNITY PARTICIPATION  
GRANT PROGRAM CONTRACT**

between the

**WEST VIRGINIA DEVELOPMENT OFFICE**

and the

**JEFFERSON COUNTY COMMISSION**

**THIS AGREEMENT**, entered into this 1st day of July, 2008, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

**WITNESS THAT:**

**WHEREAS**, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks hereafter described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

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

1. **Assistance of the Grantee.** The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services.** The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to enable the African-American Community Association of Jefferson County to continue the restoration of Fisherman's Hall. The project will include heating and cooling systems, electrical upgrades, drywall, and plumbing.
3. **Personnel.** The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2008, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2010. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2010.

5. **Compensation**. In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$2,000. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$2,000 without the written consent of the Governor of the State of West Virginia.

6. **Method of Payment**. In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee. Upon receipt of said documents, the WVDEVO shall review the same for reasonableness and appropriateness.

7. **Changes**. The WVDEVO and the Grantee may, from time to time, require changes in the scope of the services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed, which are mutually agreed upon by and between the WVDEVO and the Grantee, shall be incorporated in written amendments to this Contract.

8. **Sub-Grantees and Reversion of Property**. The Grantee may administer funds on behalf of sub-grantees, provided that such a sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should such a sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.

9. **Competitive Bid Procedures**. Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

**The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of over \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement under the provisions of Paragraph 28.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance with these procedures.

10. **Project Wage Rates**. Every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost.**

The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.

Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

Further, the Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bid documents. The Grantee shall also have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance including copies of contractor's payrolls.

11. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost.**

Further, the receipt and utilization of funds procured under this agreement mandate that **ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT**, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.

The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

Any contracts under this agreement must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. This law applies to all construction contracts, regardless of cost. The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks.

The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

12. **Bonding.** The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond: provided, that the state and its subdivisions may reject all bids and solicit new bids.

In the procurement of contracts or subcontracts for construction of less than \$100,000, the Grantee shall follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds, provided that the Grantee's and State's interests are adequately protected and that such contracts can be executed in a timely manner.

**In the procurement of contracts or subcontracts for construction that exceed \$100,000, the Grantee shall obtain the following:**

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

13. **Architecture and Engineering.** The Grantee shall procure architectural or engineering services in accordance with of the West Virginia Code §5G. In the procurement of architectural and engineering services for projects estimated to cost \$250,000 or more, the Grantee shall publish a Class II legal ad in compliance with West Virginia Code §59-3. In the procurement of services for projects estimated to cost less than \$250,000, the Grantee shall conduct discussions with three or more professional firms.

14. **Design-Build.** The Grantee shall procure design-build projects in accordance with West Virginia Code §5-22A-1. This applies solely to building projects. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

15. **Environmental and Historical Assessment.** The Grantee shall comply with all applicable federal, state and local environmental and historical preservation laws and regulations. The Grantee acknowledges this requirement and certifies that the project will be in compliance with such laws and regulations.

16. **Equal Employment Opportunity.** With respect to employment in carrying out the program objectives, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap.

17. **Facilities Accessible to the Handicapped.** The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

18. **Facilities Operation.** The Grantee shall operate and maintain all facilities constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable federal, state and local statute, law, ordinance or regulation as to actual construction procedures, as well as maintenance and operation of such facilities upon completion.

19. **Interest of Members of WVDEVO and Others.** No officer, member or employee of the WVDEVO or officer, member or employee of the Grantee who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, nor shall any officer, member of, or

employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

20. **Officials Not To Benefit.** No member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

21. **Inspections of Project Records.** At any time during normal business hours and as often as the WVDEVO or its designated representative may deem necessary, there shall be made available to the WVDEVO or its designated representative for examination, all of its records with respect to all matters covered by this Contract and permit the WVDEVO or its designated representative to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.

22. **Project Audits.** (a) The Grantee shall cause an audit of this program to be included in the audit of the Grantee performed by the West Virginia State Auditor's Office, Chief Inspection Division, or its designated representative in accordance with West Virginia Code

§6-9-7. The audit shall be performed in conformance with generally acceptable accounting procedures.

(b) In accordance West Virginia Code §12-4-14, if the grantee is not audited by the West Virginia State Auditor's Office and the grantee received state funds or grants in the amount of fifteen thousand dollars or more, the grantee shall file an audit of the disbursement of funds with the legislative auditor's office. The audit shall be filed within two years of the disbursement of funds or grants by the grantee and shall be made by an independent certified public accountant at the cost of the corporation, association or other organization, and must show that the funds or grants were spent for the purposes intended when the grant was made. State funds or audits of state funds or grants under fifteen thousand dollars (\$15,000) may be authorized by the joint committee on government and finance to be conducted by the legislative auditor's office at no cost to the grantee.

23. **Reporting.** The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress. Failure to provide such reports as required by WVDEVO in a timely manner shall be cause for termination of this Contract under the terms of Paragraph 7.

24. **Fiscal Management.** The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

25. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.

26. **Repayment.** The Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

27. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any

manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.

28. **Termination of Contract for Cause.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

29. **Termination for Convenience of WVDEVO.** The WVDEVO may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDEVO as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

30. **Termination by the Grantee.** The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the Grantee makes any expenditure or incurs any obligation with respect to the project.

31. **Signing.** This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the President of the Jefferson County Commission upon authorization of the Jefferson County Commission by adoption and passage of a resolution, motion or similar official action.

**IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.**

**STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE**

\_\_\_\_\_  
**Kelley M. Goes, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Dale Manuel, President**

Federal Employee Identification Number

**556000333**

\_\_\_\_\_  
F.E.I.N.

7-26

**Leslie D. Smith**

---

**From:** Lyn Widmyer [lynwidmyer@gmail.com]  
**Sent:** Wednesday, August 19, 2009 10:08 AM  
**To:** Leslie Smith  
**Subject:** Agenda item for September 3

APPROVAL of contract for legal services relating to personnel law and procedures.

#31

**Leslie D. Smith**

---

**From:** Lyn Widmyer [lynwidmyer@gmail.com]  
**Sent:** Wednesday, August 26, 2009 12:17 PM  
**To:** Leslie Smith  
**Subject:** REMINDER of GIS User Group meeting: Sept 18

Leslie, could you send an email to the Commission reminding them of the GIS Users Group meeting on Friday, September 18 at NCTC? It looks great, is free and has lots of interesting topics. RSVP by 9/11 to [bkidwell@region9wv.com](mailto:bkidwell@region9wv.com)

Thanks!

*Information*

32

**JEFFERSON COUNTY, WEST VIRGINIA**  
**Department of Capital Planning and Management**  
114 East Washington Street  
Charles Town, West Virginia 25414

**F. Mark Schiavone**  
Director  
Impact Fee Coordinator

Phone: (304) 728-3331  
Fax: (304) 724-2178  
mschiavone@jeffersoncountywv.org

**MEMORANDUM**

TO: Leslie Smith  
FROM: F. Mark Schiavone *fmj*  
DATE: Tuesday, August 18, 2009  
SUBJECT: Letter from Shepherdstown Men's Club

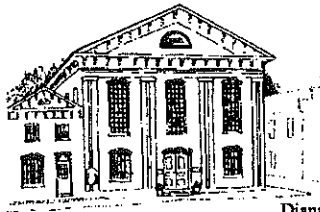
Leslie

Please place this item in the Commission's correspondence section. The Men's club of Shepherdstown is requesting restoration of their LVT funding to the full amount from the prior year.

**RECEIVED**

AUG 19 2009

Jefferson County Commission



Diana Suttentfield

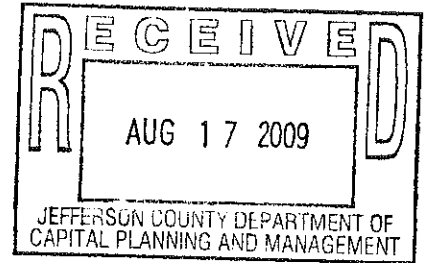
War Memorial Building

# The Shepherdstown Men's Club

*Men and Women Dedicated to Community Service*

August 14, 2009  
Shepherdstown Men's Club  
P.O. Box 463  
Shepherdstown, WV 25443

F. Mark Schiavone  
Impact Fee Coordinator  
Jefferson County Dept. of Capital Planning and Management  
114 East Washington Street  
Charles Town, WV 25414



Dear Mr. Schiavone:

Thanks very much for your letter of 14 July advising me of the need to send a letter requesting that the County Commission Finance Department requires a letter specifically requesting release of funds. I was not aware of this requirement and appreciate your advice.

Please release the \$2,500 that your office has announced were to be provided to the Shepherdstown Men's Club from the County Commission Video Lottery Fund to Ms. Cris Kinsella, Treasurer of the Shepherdstown Men's Club at the above address.

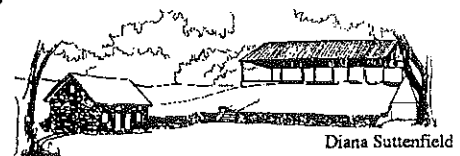
I would also like to call your attention to my letter of July 21<sup>st</sup> requesting that you reconsider, in light of the improved financial circumstances that the county now finds itself in, of our original request for \$4,000. This is the full amount that we are required to provide to the Parks and Recreation Commission to assist in maintenance of Morgan's Grove Park. Since we derive very little income from events at the park yet still are responsible for capital improvements and insurance coverage, we believe this is a reasonable request.

Sincerely,

Mike Austin

President, Shepherdstown Men's Club

001-401-05-568-000-GG-000



Diana Suttentfield

P.O. Box 463, Shepherdstown, WV 25443 (304) 876-3323

Morgan's Grove Park 4743

RALPH A. LORENZETTI, JR.  
PROSECUTING ATTORNEY

CHARLES B. HOWARD  
ASSISTANT PROSECUTING ATTORNEY

JAMES CASIMIRO III  
ASSISTANT PROSECUTING ATTORNEY



33  
GAIL DALGARN  
LEGAL ASSISTANT

JONELLE CURTIS  
LEGAL ASSISTANT

OFFICE of THE  
PROSECUTING ATTORNEY  
of  
JEFFERSON COUNTY, WEST VIRGINIA

MISDEMEANOR DIVISION

P. O. Box 729

110 N. George St., 3<sup>rd</sup> Floor

Charles Town, WV 25414

(304) 724-6276

fax (304) 728-3381

paoffice@jeffersoncountywv.org

www.jeffersoncountywv.org/pa

RECEIVED

AUG 20 2009

August 20, 2009

Jefferson County Commission

Leslie D. Smith  
County Administrator  
County Commission of Jefferson County  
P.O. Box 250  
Charles Town, WV 25414

**RE: PSC Case No. 06-0817**  
**COBRA v. Jefferson Utilities, Inc. (General Investigation Case)**

**PSC Case No. 08-0544**  
**Jefferson Utilities, Inc. Rate Increase Application**

**PSC Case No. 09-0111**  
**COBRA v. Jefferson Utilities, Inc. (Validity of JUI Loan)**

Dear Leslie:

Please find enclosed three invoices from our accounting expert regarding services rendered in the above-referenced cases. Please ensure that prompt payment is made. Thank you.

Please do not hesitate to contact me if you have any questions or concerns regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "James Casimiro".

James Casimiro

encl.



Smith, Cochran & Hicks, P.L.L.C.  
Certified Public Accountants

Oak Hill      Charleston      Montgomery

405 Capitol Street • Suite 908 • Charleston, WV 25301 • 304-345-1151 • Fax 304-346-6731

August 13, 2009

Jefferson County Commission  
c/o James Casimiro III  
Jefferson County Prosecutors Office  
P.O. Box 729  
Charles Town, WV 25414

### FEE STATEMENT

Professional services provided to the Jefferson County Commission regarding the intervention in the Jefferson Utilities, Inc. case before the Public Service Commission of West Virginia (Case No. 08-0544-W-42T). Services provided include professional representation and analysis in the case.

Services are through August 13, 2009.

Todd Dingess, CPA 68 hours @ \$65. Per hour	=	\$4,420.00
Todd Dingess, CPA 12 hours @ \$100. Per hour (hearing rate)	=	\$1,200.00
Expenses:            Travel and Lodging	=	<u>\$630.79</u>

---

TOTAL DUE		<u><u>\$6,250.79</u></u>
-----------	--	--------------------------



**Smith, Cochran & Hicks, P.L.L.C.**  
**Certified Public Accountants**

Oak Hill      Charleston      Montgomery

405 Capitol Street • Suite 908 • Charleston, WV 25301 • 304-345-1151 • Fax 304-346-6731

August 13, 2009

Jefferson County Commission  
c/o James Casimiro III  
Jefferson County Prosecutors Office  
P.O. Box 729  
Charles Town, WV 25414

**FEE STATEMENT**

Professional services provided to the Jefferson County Commission regarding the intervention in the Jefferson Utilities, Inc. case before the Public Service Commission of West Virginia (Case No. 06-0817-W-C). Services provided include professional representation and analysis in the case.

---

Services are through August 13, 2009.

Todd Dingess, CPA	16 hours @ \$65. Per hour	=	\$1,040.00
Todd Dingess, CPA	0 hours @ \$100. Per hour (hearing rate)	=	\$0.00
Expenses:	Travel and Lodging	=	<u>\$132.00</u>
TOTAL DUE			<u>\$1,172.00</u>



**Smith, Cochran & Hicks, P.L.L.C.**  
**Certified Public Accountants**

Oak Hill      Charleston      Montgomery

405 Capitol Street • Suite 908 • Charleston, WV 25301 • 304-345-1151 • Fax 304-346-6731

August 13, 2009

Jefferson County Commission  
c/o James Casimiro III  
Jefferson County Prosecutors Office  
P.O. Box 729  
Charles Town, WV 25414

**FEE STATEMENT**

Professional services provided to the Jefferson County Commission regarding the intervention in the Jefferson Utilities, Inc. case before the Public Service Commission of West Virginia (Case No. 09-0111-W-C). Services provided include professional representation and analysis in the filing.

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Services are through August 13, 2009.

Todd Dingess, CPA	2.5 hours @ \$65. Per hour	=	\$162.50
Todd Dingess, CPA	0 hours @ \$100. Per hour (hearing rate)	=	\$0.00
Expenses:	Travel and Lodging	=	<u>\$0.00</u>

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**TOTAL DUE** \$162.50

34

**Leslie D. Smith**

---

**From:** FN-WHO-Scheduling [Scheduling@who.eop.gov]  
**Sent:** Friday, August 14, 2009 3:51 PM  
**To:** ldsmith@jeffersoncountywv.org  
**Subject:** White House Scheduling Request

Dear Ms. Smith,

Thank you for inviting President Obama to attend the grand opening of the sesquicentennial of John Brown's raid at Harpers Ferry.

President Obama values each and every invitation he receives. However, the constraints of his schedule and the volume of requests are such that the majority must be declined. It is with sincere regret that the President will be unable to attend the grand opening of the sesquicentennial of John Brown's raid at Harpers Ferry.

Thank you for your interest in including the President in your plans, and we appreciate your understanding.

Sincerely,

The White House Office of Appointments and Scheduling

---

*Please note that for each inquiry or invitation, the White House Office of Appointments and Scheduling considers not only the stated request but also the possibility of additional forms of Presidential or White House involvement. This includes, but is not limited to, greetings, messages, proclamations, videos, and the attendance of the First Lady, the Vice President, Dr. Jill Biden, or White House staff at an event or meeting. Replies to this email regarding additional or alternative requests or reconsideration cannot be answered.*

August 7, 2009

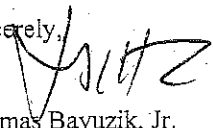
The Honorable Dale Manuel  
President  
Jefferson County Commission  
PO Box 250  
Charles Town, WV 25414

Dear Commissioners:

---

Thank you for restoring the funds to our FY 2010 budget. This will be extremely helpful in continuing economic development projects and starting new ones in our county.

Sincerely,



Thomas Bayuzik, Jr.  
Executive Director

S. Grove  
#36

# IN THE CIRCUIT COURT OF JEFFERSON COUNTY, WEST VIRGINIA

**The Shepherdstown Observer, Inc.**  
Plaintiff,

vs

Civil Action # **09-C-169**

**Jennifer Maghan,**  
Clerk of the County Commission  
Of Jefferson County  
Defendant.

RECEIVED

AUG 21 2009

JEFFERSON COUNTY  
CIRCUIT COURT

## ORDER OF DISMISSAL

This matter came before the court upon the Motion to Dismiss filed by the Defendant. After considering the briefs and arguments of the parties, those of the Plaintiff represented by Stephen G. Skinner and the Defendant by Stephanie F. Grove, the Court makes the following findings.

### FINDINGS OF FACT

1. In October of 2008, the County Commission of Jefferson County enacted a traditional zoning ordinance, which ordinance was intended to replace the County's non-traditional zoning ordinance.
2. Shortly thereafter, a petition drive in accordance with the provisions of W.Va. Code 8A-7-13, was instituted by a citizen group to bring the newly enacted ordinance to a referendum.
3. The group collected signatures and presented them to Jennifer Maghan, the

County Clerk of the County Commission of Jefferson County (*hereinafter* "County Clerk" or "Clerk").

4. After reviewing each and every signature on the petition and eliminating those signatures that were determined to be invalid, the Clerk certified that the petition contained the requisite number of signatures to bring the ordinance to referendum.

5. On March 30, 2009, Stephen Skinner, Esq., on behalf of the Shepherdstown Observer, requested the petition documents pursuant to the West Virginia Freedom of Information Act ("FOIA"). In his correspondence, Mr. Skinner asked the Clerk to provide him copies of any and all certification for the current proposed zoning referendum, including all petitions and petition forms that were delivered to the Clerk's office for certification for the current proposed zoning referendum.

6. The Clerk provided Mr. Skinner a certified copy of "Certification of Valid and Invalid Signatures on the Zoning Petition 2008," but refused to provide any other documents listed in the request, relying in part upon advice from the West Virginia Secretary of State's Office that the signatures and petitions should be kept confidential. After the Clerk denied the request, the Shepherdstown Observer filed a complaint in this Court in an attempt to enforce Mr. Skinner's FOIA request.

#### CONCLUSIONS OF LAW

1. Rule 12(b)(1) of the West Virginia Rules of Civil Procedure allows a party to challenge subject matter jurisdiction by pre-answer motion.

2. Due process of law requires that a court assuming to determine the rights of

parties must have jurisdiction over the subject matter. *Hinkle v. Bauer Lumber & Home Bldg. Ctr., Inc.* 158 W.Va. 492, 211 S.E.2d 705 (1975). Any judgment or decree rendered without such jurisdiction is utterly void. *Easterling v. American Optical Corp.*, 207 W.Va. 123, 429 S.E.2d 588 (2000).

3. Whenever it is determined that a circuit court has no jurisdiction to entertain the subject matter of a civil action, the court must take no further action in the case other than to dismiss it from the docket. See *Hanson v. Board of Educ. of Mineral County*, 198 W.Va. 6, 479 S.E.2d 305 (1996).

4. Rule 12(b)(6) of the West Virginia Rules of Civil Procedure "permits a party to file a motion in the circuit court, prior to filing an answer, to dismiss a claim for failure to state a cause of action." *Shaffer v. Charleston Area Medical Center*, 199 W.Va. 428, 485 S.E.2d 12 (1997). Rule 12(b) is designed to test the formal sufficiency of the complaint. *Mandolidis v. Elkins Indus., Inc.*, 161 W.Va. 695, 246 S.E.2d 907 (1978). A motion under Rule 12(b)(6) enables a court to weed out unfounded suits. *Harrison v. Davis*, 197 W.Va. 651 n.17, 478 S.E.2d 104 n.17 (1996).

5. For the purposes of a motion to dismiss, the allegations contained in the Plaintiff's Complaint must be accepted as true and construed most favorably in his behalf. See *Wiggins v. Eastern Associated Coal Corporation*, 178 W.Va. 63, 357 S.E.2d 745 (1987); *Harless v. First National Bank in Fairmont*, 162 W.Va. 116, 246 S.E.2d 270 (1978). If it appears beyond doubt that the Plaintiff can prove no set of facts in support of a claim which would entitle him to relief, the motion to dismiss should be granted. *Owen v. Board of Educ.*, 190 W.Va. 677, 441 S.E.2d 398 (1994).

6. Because the records requested were not prepared by the public body, they do not qualify as public record within the meaning of the Freedom of Information Act, and the Plaintiff has failed to state a claim upon which relief may be granted.

7. A public record is defined as “any writing containing information in relation to the conduct of the public’s business, prepared, owned and retained by a public body” W.Va. Code 29B-1-2(4) (*emphasis added*).

8. The West Virginia Supreme Court has stated that it finds the definition of a public record in W.Va. Code 29B-1-2 to be “plain and unambiguous.” *Ogden Newspapers, Inc. v. City of Williamstown*, 192 W.Va. 648, 650, 453 S.E.2d 631, 633 (1994). Further, in *Daily Gazette Company, Inc. v. Withrow*, 177 W.Va. 110, 350 S.E.2d 738 (1986), the Court argued that “[i]n addition to containing information ‘relating to the conduct of the public’s business,’ a writing must have been ‘prepared, owned and retained by a public body’ in order to be a ‘public record’ under W.Va. Code 29B-1-2(4).” *Id.* at 116. Finally, in another decision addressing the definition of a public record, *State v. Nelson*, 189 W.Va. 778, 434 S.E.2d 697 (1993), the Court found that “[a]ccording to this legislative definition, the nature of a ‘public record’ is not based upon public availability . . .but rather it is based upon whether a public body prepares, owns and retains the record.” *Id.* at 787.

9. The West Virginia Supreme Court has plainly interpreted the definition contained in the West Virginia Code, finding that a public record must not only relate to the public’s business, but also must have been a record that was created by the public body in the first instance.

10. It is clear that the petition and signatures do not fall within the definition of a public record as the document was not prepared by or on behalf of the public body but rather was prepared by a private citizen group that was neither affiliated with nor under the control of the County Commission.

11. Accordingly, the petition does not comply with the requirements of a public record as articulated by both the West Virginia Code and the West Virginia Supreme Court, and as such the petition is not subject to the provisions of the West Virginia Freedom of Information Act. Therefore, the County Clerk was under no obligation to provide the petition and signatures that were requested under authority of the Act, and the plaintiff has failed to state a claim upon which relief can be granted.

12. The Supreme Court has ruled that “[i]n the absence of evidence to the contrary, public officers will be presumed to have properly performed their duties.” *Daily Gazette Company v. Bailey*, 152 W.Va. 521, 528, 164 S.E.2d 414, 418 (1968) see also *Syl. Pt. 3, West Virginia Human Rights Commission and Tidewater Grill v. West Virginia Human Rights Commission*, 183 W.Va. 108, 394 S.E.2d 340 (1990) quoting *Syl. Pt. 2 State ex rel. Staley v. County Court*, 137 W.Va. 431, 73 S.E.2d 827 (1952).

13. In *Bailey*, which case addressed a certificate of nomination, the petitioners contended that failure to publish the names on the certificate would encourage forgery or other types of fraud or irregularity. The Court found that the chief election officer took steps to insure that only valid signatures would be counted in the total required by the statute.

14. Similar to the *Bailey* case, the County Clerk is the chief election officer of the

county, and as such she is vested with the duty to determine that the signatures presented complied with all statutory requirements. There is no reason to believe that the Clerk did not properly perform her duty to certify each and every signature presented or that a newspaper is in a better position to verify the signatures than those deputy clerks who are trained by and use the methods prescribed by the West Virginia Secretary of State.

15. Furthermore, as the Supreme Court stated in *Bailey* “many signers of the certificates indicated that they would not have signed had they believed their names would be published.” This Court finds that making the names of those individuals who signed the petitions would have a chilling effect on the ability of citizens to petition the government.

16. The Court further finds that there are several checks on the County Clerk’s verification of the signatures.

17. West Virginia Code § 53-3-2 provides in relevant part “in every case, matter or proceeding before a county court. . . the record or proceeding may, after judgment or final order therein, or after any judgment. . . be removed by writ of certiorari to the circuit court of the county in which such judgment was rendered.”

18. West Virginia Code 8A-7-13(j), which section provides the manner in which the voters may petition for an election on replacing a non-traditional ordinance with a traditional ordinance, indicates that “a petition, signed by at least ten percent of the eligible voters. . . may be filed with the governing body of the county. . .” The County Clerk is the Clerk of the County Commission, whose duty it is to assist the

Commission with its statutorily assigned duties. W.Va. Const. art. IX § 12.

19. As such, any decision of the county clerk, which decision is necessarily performed on behalf of the County Commission, is subject to review by certiorari.

20. If the Plaintiff or any member of the public feels that the County Clerk has acted improperly in the manner in which she certified the petitions, the West Virginia Secretary of State has a Fraud Unit formed to investigate any type of election fraud. Such a unit is authorized pursuant to W.Va. Code 3-1A-8.

21. Accordingly, it is clear that there are several checks on the County Clerk's authority, and a FOIA request for a document that does not meet the definition of a public record should not be used as a substitute for the remedies already available by law.

22. Because of these checks on the powers of the County Clerk, there is no valid public purpose in making the signatures public.

23. Furthermore, FOIA is a Federal enactment it is instructive to look to the decisions of United States Courts on this subject. Federal Courts have prohibited the dissemination of names from a petition in circumstances very like that in this case upon grounds very similar to the West Virginia Supreme Court's rationale in *Bailey* (as referenced above in Point 15) - "that making the names of those individuals who signed the petitions would have a chilling effect on the ability of citizens to petition the government."

24. The United States Supreme Court has recognized that the secret ballot is of paramount importance to our system of voting. In *Burson vs Freeman*, 504 U.S. 191, 206, 112 S.Ct. 1846, 119 L.Ed.2d 5 (1992), the Court found a “widespread and time-tested consensus” that the secret ballot is necessary to prevent voter intimidation and election fraud.

25. In a subsequent decision recognizing a First Amendment interest in anonymous political advocacy, the Supreme Court described the secret ballot as “the hard-won right to vote one’s conscience without fear of retaliation. *McIntyre vs Ohio Elections Comm’n*, 514 U.S. 334, 343, 115 S.Ct. 1511, 131 L.Ed.2d 426 (1995).

26. In prohibiting the disclosure of the names and addresses of persons signing a petition seeking a referendum to terminate a controversial program (*circumstances very like the instant case*) and referencing the two Supreme Court cases recited above, the U.S. Court of Appeals for the 8<sup>th</sup> Circuit held that “there is a strong and clearly established privacy interest in a secret ballot and that this privacy interest is no less compelling in the context of FOIA’s personal privacy exemption [5 U.S.C.A. § 552(b)(6)] than it is in other contexts. We also believe that in the circumstance of this case the privacy interest in a secret ballot is severely threatened. Releasing this petition, which contains a clear declaration of how the petitioners intend to vote in the referendum, would substantially invade that privacy interest.” *Campaign For Family Farms vs Glickman*, 200 F.3d 1180, 1188, (2000)

27. Protecting the integrity of the secret ballot is more than just a personal privacy issue, it is a matter of great and vital public interest that our electoral process be free of the possibility of voter intimidation or fear of retaliation.

CONCLUSION

ACCORDINGLY: this complaint must be dismissed, pursuant to Rule 12(b)(6) of the West Virginia Rules of Civil Procedure, because the Plaintiff has failed to state a claim under the provisions of the Freedom of Information Act. The records requested were not public records as defined by W.Va. Code 29B-1-2(4), and the Clerk never had an obligation to provide the documents to the Plaintiff. Further, pursuant to Federal statute and case-law the requested records are covered by FOIA's personal privacy exemption. Accordingly, the Plaintiff has failed to state a cognizable claim pursuant to the provisions of the West Virginia Freedom of Information Act.

WHEREFORE, it is hereby ORDERED that the Defendant's Motion to Dismiss is hereby GRANTED.

It is further ORDERED that the Clerk of this Court shall transmit an attested copy of this Order, once entered, to all counsel of record and retire this case from the active docket.

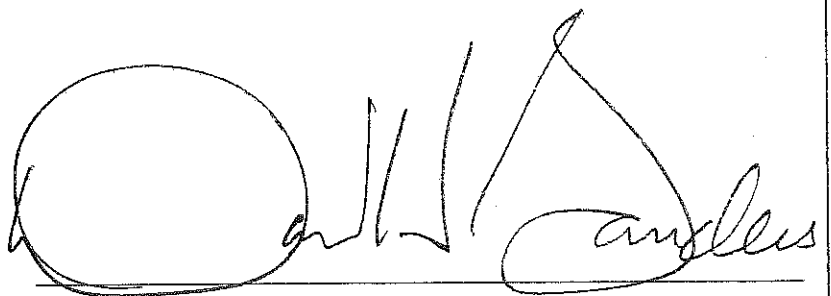
ENTERED: August 21, 2009

2 cc's

S. Skinner

S. Grove

8-21-09  
BC



David H. Sanders

Chief Judge of the Twenty-Third Judicial Circuit

A TRUE COPY  
ATTEST:

LAURA E. RATTENNI  
CLERK, CIRCUIT COURT  
JEFFERSON COUNTY, W.VA.

BY Becky Chalk  
DEPUTY CLERK

#37

Fred Blackmer  
191 Wild Hare Road  
Harpers Ferry, WV 25425

Eastern Panhandle Transit Authority  
446 Novak Drive  
Martinsburg, WV 25405

August 21, 2009

Subject: Resignation

Board of Directors,

It is with regret that I must resign as a member of the EPTA Board of Directors. Recent events have caused me to believe that my resignation is in the best interest of myself and the organization. This action is effective immediately.

Sincerely,

*signed*

Fred Blackmer  
304 725 6754

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CC: Jefferson County Commission

38

# ASSESSOR OF JEFFERSON COUNTY

104 East Washington Street  
Charles Town, WV 25414

Angela L. Banks

728-3224

August 19, 2009

**RECEIVED**

AUG 19 2009

Jefferson County Commission  
124 E. Washington St.  
PO Box 250  
Charles Town WV 25414

**Jefferson County Commission**

Dear County Commissioners:

Your commission meeting last Thursday, August 13, 2009 has left me to believe that Leslie Smith's employment is in jeopardy.

I just want to express the importance of keeping a valuable employee like Leslie Smith. She has over 18 years experience working for the Jefferson County Commission. She has worked for many different commissioners and has worked with various elected officials and department heads.

I have called upon Leslie many times myself since becoming a newly elected official, and she was very helpful and had answers to all of my questions and concerns.

Elected officials will come and go. This is one of the most important reasons why we need to have an employee like Leslie Smith with her experience and knowledge to stay with the county.

Leslie has many positive qualities which need to be taken in consideration.

Sincerely,



Angela L. Banks,  
Assessor of Jefferson County

RECEIVED 39

AUG 17 2009

Jefferson County Commission



## Circuit Court of Jefferson County

Laura E. Rattenni, Clerk  
P.O. Box 1234  
Charles Town, WV 25414

304-728-3398 (FAX)

304-728-3231 (PHONE)

August 14, 2009

Jefferson County Commissioners  
P.O. Box 205  
Charles Town, WV 25414

Dear Commissioners,

The purpose of my letter is to inform you of my appreciation for the work that Leslie Smith, the County Administrator, does. Since my appointment to Circuit Clerk, Ms. Smith has been a very knowledgeable resource and has given me invaluable information to help me transition into this position. My task of learning the budget process as well as county issues has been made so much easier by Ms. Smith's expertise and excellent communication skills. She is a pleasure to work with and is always a professional of the highest standards.

Ms. Smith is an excellent example of a dedicated, hard working and knowledgeable employee that this commission should appreciate and respect, I know I certainly do.

Sincerely,

Laura E. Rattenni  
Circuit Clerk

40-1

August 12,, 2009

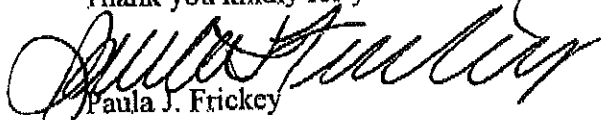
Jefferson County Commission  
Sent via fax no. (304) 725-7916

Recognition of Mr. Mason Carter, Ordinance Compliance at the Jefferson County  
Engineering Department

Dear Honorable Commission Members:

I would like to recognize Mr. Carter for his outstanding service as Mr. Mason has provided invaluable assistance to me in getting my storage shed approved for a building permit. In addition, Mr. Mason is professional and friendly at the same time – traits you don't find much these days in government or other employees. As a matter of fact the other employces in the Engineering Department have been most helpful to me, a first time permit applicant. Please pass on my thanks to Mr. Mason and his superiors for a job well done!

Thank you kindly for your consideration.



Paula J. Frickey  
295 Purdham Lane  
Shenandoah Junction, WV 25442-4744  
(304) 283-2669 cell/home  
(202) 287-1515 work

40-2

August 21, 2009

Jefferson County Commission  
Sent via fax no. (304) 725-7916Second Letter of Appreciation for D. Mason Carter, Kim Sizk (sp?) and the rest of the  
professionals at the Jefferson County, Engineering Department

Dear Honorable Commission Members:

In the past week this department has gone "over and above" of what was reasonably expected of them. Due to my homeowner association's (HOA) "demands" and a last minute court filing by my HOA's attorney (Linda Gutsell) with a hearing date for this morning before Judge Sanders, I can't thank this department enough for bending over backwards to assist me in totally revising the location for my 600 square foot garage on my nearly 5 acre rural property which is in close proximity to other farms with similar types of outbuildings. My neighbors/HOA are vigorously fighting me on this reasonable request - an attractive garage to store vehicles that I have been fined for and liens placed upon my property for the unpaid fines because said vehicles were not 'garaged.' One of my neighbors who is a most vocal opponent of my garage has a large airplane hangar on his property and another neighbor's outbuilding does not appear to be within Jefferson County Building department standards as far as its location on its property, goes. Mr. Carter is currently researching to see if the owner applied for, and received, a building permit for this outbuilding.

I moved to West Virginia specifically to get away from HOA dictatorships who insist on telling others what to do with their property. I know many other homeowners who feel the same way. My property has always been maintained in a most immaculate way with beautiful, professional landscaping. Florida, Arizona, and California all have HOA rules/laws that are very restrictive and tend to place unreasonable demands on homeowners. Homeowners have lost their properties over issues like flagpoles and crippling legal fees. Linda Gutsell and her clients sued me for over \$1.3 million in 2004 over total nonsense (Case C-05-60 Jefferson County Circuit Court) I call what they did to me, "legal terrorism." Enough said.



Paula J. Frickey  
295 Purdham Lane  
Shenandoah Junction, WV 25442-4744  
(304) 283-2669 cell/home  
(202) 287-1515 work

41 Recy 8/25/09 JCC

CRAWFORD & KELLER PLLC

ATTORNEYS AT LAW  
120 NORTH GEORGE STREET  
POST OFFICE BOX 266

CHARLES TOWN, WV 25414-0266

JAMES B. CRAWFORD, III  
TASHA KELLER CATROW  
DAVID J. HINKLE

PAMELA T. HINKLE  
PARALEGAL

(304) 725-3426  
FAX (304) 725-2154  
www.crawfordandkeller.com

WRITER'S EXTENSION NUMBER

8816

MARTINSBURG OFFICE  
305 AIKENS CENTER  
MARTINSBURG, WV 25401

(304) 262-2237  
FAX (304) 262-2239

August 24, 2009

County Commission of Jefferson County  
Charles Town, WV  
(hand carried)

Re: Proposed fee increases for emergency 911 wire line fee

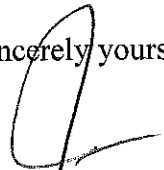
Dear Commissioners:

I feel that the increase in the fees at this time, given our economy, is most inappropriate.

Cell phones used to be the providence of those who were wealthy enough to afford the novelty of having one. However, cell phones are now widely and commonly used by a broad segment of our society including children to keep in touch with their parents. I would suspect in many cases that people who are unemployed have managed to maintain their cell phones rather than their land line since it is more efficient for being available to future employers.

An increase in fees will simply exacerbate your citizens' already tight budgets.

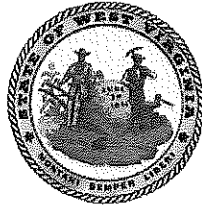
Sincerely yours,



James B. Crawford, III

JBCIII/ce

**Courthouse  
Facilities  
Improvement  
Authority**



2003 Quarrier Street  
Charleston, WV 25311  
Phone: (304) 558-5435  
Fax: (304) 558-9174  
Email: kris.richmond@wvcfia.com

L. D. Egnor  
Chairman

Kris Richmond  
Executive Director

**RECEIVED**

**Request for Funding Applications**

AUG 19 2009

Date: August 12, 2009  
To: All West Virginia County Commissions  
From: Kris Richmond, Executive Director  
Subject: 7<sup>th</sup> Cycle Funding and Application Schedule

**Jefferson County Commission**

The Courthouse Facilities Improvement Authority (CFIA) is pleased to announce the acceptance of applications for its 7th cycle of courthouse improvements. Applications and related information may be obtained through our website at [www.wvcfia.com](http://www.wvcfia.com) in the "Forms and Applications" tab. All items are in PDF format and accept entered data. Completed applications can be printed; however, they cannot be saved to your computer. You may also request applications from our office.

It should be noted that there are limitations to the amount of funds available. It has been determined by the Authority's Board of Directors that the funding cycle must be limited to a maximum CFIA contribution of \$80,000 per approved project. It should also be noted that our Authority is limited by statute to an 80% maximum contribution with the county applicant responsible for a minimum of 20% of the project value. The following examples should help to clarify the program parameters:

<u>Example #</u>	<u>Project Value</u>	<u>CFIA Contribution</u>	<u>County Applicant</u>
#1	\$100,000	\$80,000 (80%)	\$20,000 (20%)
#2	\$ 60,000	\$48,000 (80%)	\$12,000
#3	\$140,000	\$80,000 (maximum)	\$60,000

In order to facilitate county applicant's cash flow concerns, the Authority's Board has adopted a modified reimbursement schedule. This schedule permits up to three payments based on progress reports and supporting expenditure documentation. Each request will be reimbursed at 80% of the submitted amount.

The 7<sup>th</sup> cycle funding and application schedule is as follows:

- August 12, 2009- Notification of CFIA's acceptance of applications for funding assistance;
- September 16, 2009- Application workshop at Clarion Hotel Morgan, Morgantown, WV at 1:00pm;
- October 2, 2009- Postmark deadline for 7<sup>th</sup> cycle applications;
- November 2, 2009- Funding award notices sent via postal mail;
- November/December 2009- Contract signings will take place for all 7<sup>th</sup> cycle grants;
- January 1, 2010- 7<sup>th</sup> cycle contracts begin.

\* Note: Please RSVP on the enclosed form, if you plan to attend this workshop. Only one workshop is being held this year. The workshop location will be held in alternating locations throughout West Virginia in following years.

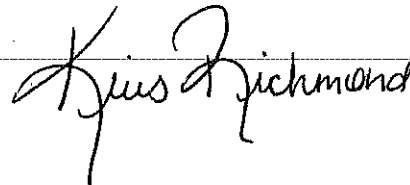
Please review the application information carefully. The "Application Materials" section found within the "Forms and Applications" tab of our website, [www.wvcfia.com](http://www.wvcfia.com), should answer any questions you may have; however, if it does not, please contact our office. We strongly recommend your county send a representative to the Application Workshop if you have questions. The workshop representative should be the individual responsible for the completion of the application. Attendance at the workshop is not mandatory. It is provided to answer questions that may remain after a thorough review of the application materials by the county applicants.

There are several areas which should be considered by the county applicant when completing the Funding Assistance Application:

- Each county applicant should submit separate applications for each proposed improvement project. If numerous projects are "grouped" into one application, the Authority reserves the right to disqualify the application or evaluate only parts or sections of the requests. Complete only those appendix sheets which apply to your specific project. It is not necessary to complete or return those portions of the application which do not related to your project. More than one application per county will be accepted; however, only one project per county will be funded in each cycle.
- The Authority will accept applications for more than one project if the projects are of the same category or index in the application. An example would be several separate projects that all qualify as ADA upgrades. This type of project grouping is acceptable. A county will receive funding for no more than one project per cycle.

We look forward to hearing from you in the near future. Please do not hesitate to contact us if you have questions or if additional information is required.

Sincerely,

A handwritten signature in black ink that reads "Kris Richmond". The signature is written in a cursive style with a large initial "K" and "R".

Kris Richmond  
Executive Director  
Courthouse Facilities Improvement Authority

# WVCFIA's 7th Cycle Application Workshop

## Workshop Overview

September 16, 2009 at 1:00pm  
In Morgantown, WV  
At the Historic Clarion Hotel Morgan  
Classroom A

For your convenience, the Hotel Morgan is offering a special rate of \$76/night to workshop participants for the nights of September 15th and 16th. To reserve your room call the hotel at (304) 292-8200 and request the "CFIA Application Workshop" rate.

CFIA staff will provide a thorough overview of the CFIA application process. Discussion will range from common application mistakes to what can give your application the strongest possibility of being awarded up to \$80,000 in CFIA funds during CFIA's 7th funding cycle.

Also, the workshop will include special guest speakers from the WV Division of Energy (WVDOE). The West WVDOE will discuss the energy efficiency funding opportunities available to counties through the American Recovery and Reinvestment Act's Energy Emergency and Conservation Block Grant Program (EECBG) stimulus monies. The program provides funding to selected counties and municipalities for facility energy efficiency renovations. Courthouses and municipal building projects will receive priority in the funding process.

---

## RSVP FORM

Please RSVP by postal mail/phone/fax/or email  
by September 1, 2009 with the following information.

**Names/Titles of participants from your county:**

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**Questions or concerns you would like CFIA staff to address during the workshop:**

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Courthouse Facilities Improvement Authority  
2003 Quarrier St, Charleston, WV 25311  
P: (304) 558-5435 F: (304)558-9174  
kris.richmond@wvcfia.com



43

## FIRST BOOKS FOR BABIES

C/O Shepherdstown Public Library  
P O Box 278  
Shepherdstown, WV 25443

Jefferson County Commission  
P.O Box 250  
124 E. Washington Street  
Charles Town, WV 25414

RECEIVED  
AUG 14 2009  
JEFFERSON COUNTY COMMISSION

August 12, 2009

Dear Jefferson County Commissioners,

Literacy is key to an informed citizenry, a strong economy and a vibrant culture. It is probably the single most important life skill an individual can possess in the 21<sup>st</sup> century. As you know, First Books for Babies is a project dedicated to giving every Jefferson County child the opportunity to begin the journey toward literacy as soon as possible. Our goal is to send a new book home with every baby born at Jefferson Memorial Hospital and to provide guidance and support to their first teachers—their parents.

We would like to thank you for supporting this small but important project. We truly believe the entire community will reap the long-term benefits of this effort. Your support and help from the Shepherdstown Public Library, the Jefferson Memorial Hospital Auxiliary and other members of the community have helped us make our goal a reality. To date, almost 500 babies and their parents have gone home with helpful information and a new book, courtesy of First Books for Babies.

Our community is growing faster than ever and we are hitting that 500 mark much earlier than we had expected. Therefore we are asking the County Commission to increase its donation to First Books For Babies. While we greatly appreciate your \$500 donation this year, we hope that you will decide to match or even exceed the \$1,000 the Commission gave to the project last year. This is an investment in our county's future that will pay dividends for many years to come.

Again, we thank you for your generous assistance and look forward to your continued support.

Sincerely,

A handwritten signature in black ink, reading "Monica D. Grabowska". The signature is written in a cursive, flowing style.

Monica D. Grabowska  
First Books for Babies



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**THE SHEPHERDSTOWN MEN'S CLUB AND  
THE JEFFERSON COUNTY HISTORICAL SOCIETY  
PARTNER IN A SERIES OF HISTORY-RELATED PRESENTATIONS**



Contact: Curt Mason

Phone: 304.724.7008 email: cmasonwhf@aol.com

For Immediate Release

6:00 am, August 13 2009

Beginning in September 2009 and continuing through May 2010, the Shepherdstown Men's Club and the Jefferson County Historical Society will host a series of public presentations on the second Monday of each month on aspects of Jefferson County history. Preceded by a social hour for members of the Men's Club and the Historical Society commencing at 6:00 pm, each public presentation will begin at 7:00 pm at the Men's Club, 102 E. German Street, in Shepherdstown, WV. Each presentation will be given by a local historian, author, or educator. The dates, speakers, and topics are listed below, but also watch for monthly reminders about each of the presentations:

- September 14     John Allen     Early Residential Architecture of Jefferson County.
- October 12     Dennis Frye     A comparison of the events celebrating the 50<sup>th</sup> and 150<sup>th</sup>  
Anniversary of the John Brown Raid.
- November 9     Bill Theriault     Development of a web-based historical data base of  
Jefferson County Land Records.
- December 8     Doug Perks     All Quiet Along the Potomac--The Impacts of the War  
Between the States on Jefferson County.
- January 11     Keith Alexander     18<sup>th</sup> century waterfront commerce near Shepherdstown
- February 8     Jim Taylor     Black History of Jefferson County
- March 8     Walter Washington  
and Betsy Wells     The Washington Family in Jefferson County
- April 12     Doug Estep     The Mine Wars' Impacts on Jefferson County
- May 10         To be announced

###

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# OPEN HOUSE

Please Join Us  
At Our New Clinic

**RECEIVED**

AUG 24 2009

**Jefferson County Commission**

Where: 1212 North Mildred Street  
Ranson, WV 25438

When: September 9, 2009

Time: 9:00 am - 12:00 pm  
3:00 pm - 6:00 pm

For More Information, please call  
(304) 724-6091

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**NEWS RELEASE**

800 Cabin Hill Drive, Greensburg, PA 15601-1689

**Media contact:**  
Allen Stagers  
Manager, Corporate Communications  
Phone: (724) 830-5433  
Media Hotline: (888) 233-3583  
E-mail: [astagge@alleghenyenergy.com](mailto:astagge@alleghenyenergy.com)

**Investor contact:**  
Max Kuniansky  
Executive Director, Investor Relations  
and Corporate Communications  
Phone: (724) 838-6895  
E-mail: [mkunian@alleghenyenergy.com](mailto:mkunian@alleghenyenergy.com)

**FOR IMMEDIATE RELEASE**

**Allegheny Power Seeks Base Rate Increase in West Virginia**

**GREENSBURG, Pa., August 13, 2009** – Allegheny Power, the electric delivery business of Allegheny Energy, Inc. (NYSE: AYE), today submitted a request to the Public Service Commission of West Virginia for a base rate increase of \$122 million.

Base rates reflect the utility’s non-fuel costs. Fuel costs are recovered through a separate clause.

“We’ve worked hard to improve quality of service to customers, enhance environmental performance and control costs,” stated Paul J. Evanson, Chairman, President and Chief Executive Officer of Allegheny Energy. “We haven’t had a base rate increase since 1994, but this request is necessary to recover added costs of doing business and maintain the financial stability of our West Virginia operations.”

Currently, the monthly bill for a typical residential customer using 1,000 kilowatt-hours is approximately \$83. After the proposed rate increase, the monthly bill would be approximately \$95, an increase of about 12 or 14 percent compared to current rates. Since the company’s last base rate increase in 1994, the Consumer Price Index has risen by 44 percent.

The filing announced today was made jointly by Monongahela Power Company and The Potomac Edison Company, both subsidiaries of Allegheny Energy. The filing requests a return on equity of 12.25 percent.

To help customers manage their bills, Allegheny offers a budget plan, special payment plans, and access to energy assistance programs. Allegheny Power’s Watt Watchers programs also offer information and programs to help its customers manage their electricity bills and use energy more efficiently. For more information and tips on energy efficiency and conservation, visit the company’s Web site at [www.alleghenypower.com](http://www.alleghenypower.com) and click on the Watt Watchers section, or call the company’s Customer Service Center at 1-800-Allegheny (1-800-255-3443).

**Allegheny Energy**

Headquartered in Greensburg, Pa., Allegheny Energy is an investor-owned electric utility with total annual revenues of over \$3 billion and more than 4,000 employees. The company owns and operates generating facilities and delivers low-cost, reliable electric service to 1.6 million customers in Pennsylvania, West Virginia, Maryland and Virginia. For more information, visit our Web site at [www.alleghenyenergy.com](http://www.alleghenyenergy.com).

**Forward-Looking Statements**

*In addition to historical information, this release may contain a number of "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. Words such as anticipate, expect, project, intend, plan, believe, and words and terms of similar substance used in connection with any discussion of future plans, actions, or events identify forward-looking statements. These include statements with respect to: rate regulation and the status of retail generation service supply competition in states served by Allegheny Energy's distribution business, Allegheny Power; financing plans; demand for energy and the cost and availability of raw materials, including coal; provider-of-last-resort and power supply contracts; results of litigation; results of operations; internal controls and procedures; capital expenditures; status and condition of plants and equipment; capacity purchase commitments; and regulatory matters. Forward-looking statements involve estimates, expectations and projections and, as a result, are subject to risks and uncertainties. There can be no assurance that actual results will not materially differ from expectations. Actual results have varied materially and unpredictably from past expectations. Factors that could cause actual results to differ materially include, among others, the following: plant performance and unplanned outages; changes in the price of power and fuel for electric generation; general economic and business conditions; changes in access to capital markets and actions of rating agencies; complications or other factors that render it difficult or impossible to obtain necessary lender consents or regulatory authorizations on a timely basis; environmental regulations; the results of regulatory proceedings, including proceedings related to rates; changes in industry capacity, development and other activities by Allegheny Energy's competitors; changes in the weather and other natural phenomena; changes in customer switching behavior and their resulting effects on existing and future load requirements; changes in the underlying inputs and assumptions, including market conditions used to estimate the fair values of commodity contracts; changes in laws and regulations applicable to Allegheny Energy, its markets or its activities; the loss of any significant customers or suppliers; dependence on other electric transmission and gas transportation systems and their constraints or availability; inflationary and interest rate trends changes in market rules, including changes to PJM participant rules and tariffs; the effect of accounting pronouncements issued periodically by accounting standard-setting bodies and accounting issues facing our organization; and the continuing effects of global instability, terrorism and war. Additional risks and uncertainties are identified and discussed in Allegheny Energy's reports filed with the Securities and Exchange Commission.*

-###-

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**RCAC** Regional Contracting  
Assistance Center, Inc.  
Business Growth through Government Contracts

www.rcacwv.com • rcac@rcacwv.com

**RECEIVED**

August 17, 2009

AUG 19 2009

Jefferson County Commission

Dale Manuel  
President  
Jefferson County Commission  
P.O. Box 250  
Charles Town, WV 25414

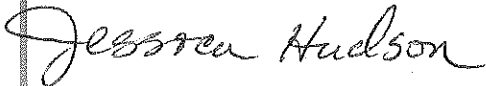
Dear Mr. Manuel,

I would like to take this opportunity to introduce you to WV's Procurement Technical Assistance Center (PTAC), Regional Contracting Assistance Center (RCAC), Inc. RCAC is a non-profit organization funded by the Department of Defense, State of WV, Southern WV Community and Technical College, and private organizations to assist WV based businesses in government contracting. We provide help with bidding, proposals, marketing, payment issues, and a variety of concerns that businesses face on a daily basis. PTAC clients have reported contracts over the past 20 plus years totaling approximately \$1.9 billion. Since October 2008 RCAC clients have received documented contracts in excess of \$13 million.

~~As you know, everyone everywhere is facing budget cuts. Unfortunately, we have~~  
faced this reality as well. Your local RCAC office will be forced to vacate the rented office space as of October 2009. We are looking for donated office space for our employee in your local area. Any assistance you can provide will be appreciated.

If you would like to open a dialogue about the donated office space and how we can assist your local business community, please feel free to contact me.

Sincerely,



Jessica Hudson  
President

RCAC Headquarters  
1116 Smith Street, Suite 202  
Charleston, WV 25301  
voice: (304) 344-2546  
fax: (304) 344-2574

RCAC Southeastern WV  
Mercer County WORKFORCE  
West Virginia Career Center  
195 Davis Street, Suite 103  
Princeton, WV 24740  
voice: (304) 425-9438, ext. 130  
fax: (425) 648-4751

RCAC Eastern Panhandle  
150 East Burr Blvd.  
Kearneysville, WV 25430  
voice: (304) 724-7547  
fax: (304) 728-3068

RCAC Southern WV  
Community & Technical College  
300 Main Street  
Logan, WV 25601  
voice: (304) 792-7234, ext. 29  
fax: (304) 792-7239

# RCAC PRICE LIST

Basic Service Package

**Price: \$15.00 per month/payable annually/pro-rated**

Specialized Training

**Price: \$25.00 Per employee per 1/2 day**



Targeted Marketing Plan

**Price: \$150.00**

Marketing Brochure

**Price: \$200.00 (Includes 1 update within 12 months)**

PowerPoint Presentation

**Price: \$200.00 This price includes 1 update within 12 months. Pricing for additional updates negotiable.**

Comprehensive Marketing Plan

**Price: \$500.00**

General Services Administration (GSA) Schedule Proposal

**Price: \$1,500.00**

*\* Recipients of RCAC services should understand that government contracting is competitive. RCAC does not guarantee award of any contract or purchase order, nor an increase in government sales.*

# RCAC Regional Contracting Assistance Center, Inc.

*Business Growth through Government Contracts*

## Regional Contracting Assistance Center (RCAC)

**RCAC Headquarters**  
1116 Smith Street, Suite 202  
Charleston, WV 25301  
voice (304) 344-2546  
fax (304) 344-2574  
Email - [rcac@rcacwv.com](mailto:rcac@rcacwv.com)  
Web Address - [www.rcacwv.com](http://www.rcacwv.com)

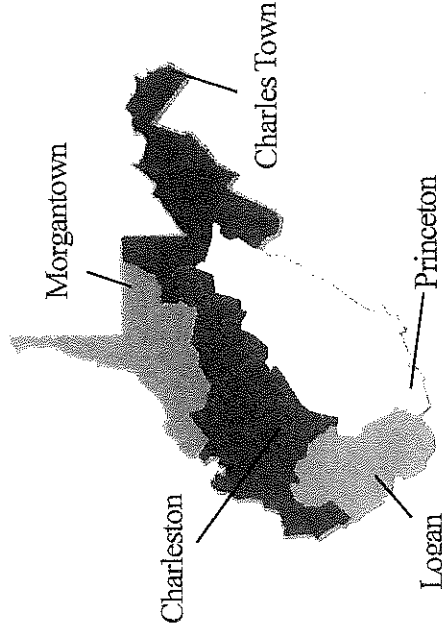
**RCAC Southeastern WV**  
voice (304) 425-9438  
Email - [starrling@frontiernet.net](mailto:starrling@frontiernet.net)

**RCAC Eastern Panhandle**  
voice (304) 724-7547  
Email - [ctodd@rcacwv.com](mailto:ctodd@rcacwv.com)

**RCAC Northern Panhandle**  
voice (304) 225-0911  
Email - [dberkey@verizon.net](mailto:dberkey@verizon.net)

**Robert C. Byrd Institute**  
voice (304) 696-6227  
E-mail - [21stsupport@rcbi.org](mailto:21stsupport@rcbi.org)

**RCAC Southern**  
Southern WV Community and Technical College  
2900 Dempsey Road  
Mt. Gay, WV 25637  
voice (304) 896-7440  
fax (304) 792-7006  
E-mail - [jackiew@southern.wvnet.edu](mailto:jackiew@southern.wvnet.edu)



*A member of the Procurement Technical Assistance Network*

**The Best Government Resource Available**

# RCAC

*Improving West Virginia One Job at a Time*

**RCAC's Mission & Aim:** RCAC is a private nonprofit corporation organized in 1987. The corporation was founded to improve economic well-being by assisting West Virginia companies in government marketing. RCAC receives operating funds from the following: the Department of Defense (DoD), the State of West Virginia, Verizon, and Southern WV Community and Technical College. Our aim is to assist in the creation and retention of jobs.

RCAC currently serves all 55 counties in West Virginia with headquarters located in Charleston. In addition, there are satellite offices strategically located throughout the state. RCAC works closely with the Southern West Virginia Community and Technical College in a region of the state known as The Southern Coalfields.

#### Counseling Assistance:

- ❖ Federal Acquisition Regulations
- ❖ Labor Reporting Requirements
- ❖ Contracting Terms and Acronyms
- ❖ Navigating Solicitation Packages
- ❖ Preparing Bids, Quotes, or Proposals
- ❖ Payment and Audit Issues
- ❖ Contract Performance and Closeout
- ❖ Informative Workshops

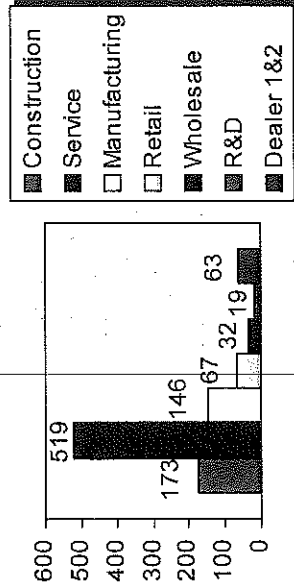
Available to all active clients are the military specifications and standards, DoD-adopted commercial standards, and our Contracting Library.

#### Government Registrations & Certifications:

- ❖ Central Contractor Registration (CCR)
- ❖ On-Line Representations and Certifications (ORCA)
- ❖ Dynamic Small Business Search (Pro-Net)
- ❖ VetBiz (Veterans)
- ❖ US Small Business Administration 8(a)
- ❖ US Small Business Administration HUBZone
- ❖ Department of Transportation Certifications

**RCAC's Industry Sectors** - RCAC serves all industry sectors in WV. Below is a sample of the number of clients in our database and their industry sector designation.

**Industry Sectors of Client Businesses**



## RCAC SERVICES\*

**Basic Service Package:** RCAC provides assistance in one-on-one counseling, e-mailed solicitations, interpretation of solicitation/bid, and preparation of proposals/bid packages.

**Marketing Brochure Development:** RCAC will work with your company to develop a marketing brochure targeted toward government agencies while highlighting your company's basic information and skills.

#### General Services Administration (GSA)

**Schedule Proposal** - RCAC is ready to assist you in locating and responding to the GSA schedule that best meets your specialized product or service or product/service mix.

\* *RCAC pricing is reflected in the RCAC Price List panel.*

**PowerPoint Presentation** - RCAC can assist you in the development of a personalized PowerPoint presentation highlighting basic company information, job skills, employee information, prior job history (including photographs), and statistical information.

**Comprehensive Marketing Plan** - A comprehensive marketing plan consists of targeted government agency(ies), purchasing history for your industry by agency, comprehensive report of relevant expiring contracts, procurement forecast information, additional marketing opportunities and resources, and assistance with integrating the plan into your current marketing strategy.

**Targeted Marketing Plan** - If you are ready to focus your procurement efforts to a limited area, your RCAC marketing assistance specialist can assist you with a marketing plan designed to target opportunities within an agency or specific geographic area.

**Specialized Training** - RCAC provides training, conducted by our staff at your place of business, designed to make your company successful in government sales.

**Manufacturing Assistance:** RCAC partners with the Robert C. Byrd Institute for Advanced Flexible Manufacturing (RCBF) in assisting manufacturers reach the world through their 21st Century Manufacturing Network program. Participants collaborate through an electronic supplier chain with access to bidding opportunities for the federal government, including the Department of Defense and NASA, as well as commercial and industrial markets. Visit the following web page for additional in-depth information: [www.21stmanufacturing.org](http://www.21stmanufacturing.org). Benefits to participants include: business exposure, teaming opportunities, business support information, job postings, Quality Management System assessment, and technical support.

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**United Way of the Eastern Panhandle, Inc.**

218 W. King Street, Martinsburg, WV 25401  
Phone: (304) 263-0603 • Fax: (304) 263-0614  
E-mail: uweped@comcast.net • Web: www.uwayep.org

August 20, 2009

**RECEIVED**

AUG 24 2009

Francis Morgan  
Jefferson County Commission  
P.O. Box 250  
Charles Town, WV 25414

**Jefferson County Commission**

Dear Francis:

*The 2008-09 annual United Way campaign kicks off on September 1<sup>st</sup> and we are writing to ask for your support.*

We know that you receive requests from many local and national charities. As you decide where to invest your charitable dollars, please consider that a gift to United Way of the Eastern Panhandle will give you the most return by making the greatest impact on the most important needs in our community.

United Way of the Eastern Panhandle works to create a secure future in insecure times. Our mission is for everyone to LIVE UNITED, because when we reach out a hand to one, we can influence the condition of all.

We have a vision of building STRONG FAMILIES, nurturing THRIVING CHILDREN, and supporting INDEPENDENT SENIORS. We will accomplish this by focusing on the building blocks of a better life: health, education, and income. We work with a variety of partners to support an array of community services ranging from health and human services to animal shelters to arts organizations. To learn more please visit our website at [www.uwayep.org](http://www.uwayep.org).

You can help in the following ways:

***Make United Way the cornerstone of your charitable giving with a corporate gift.***

- Return the enclosed pledge card in the envelope. Although payment can be made now or no later than June 30, 2010, we need your pledge as soon as possible.

***Give your employees the opportunity to Live United through a workplace campaign.***

- Offering payroll deduction for your employee's charitable contribution makes it convenient for them to give. United Way staff and volunteers will work closely with your company's campaign coordinator to ensure a successful campaign.

Join with me and together we can address critical needs and create long-lasting changes to improve community conditions and create a brighter future.

Sincerely,

John Reissenweber, Centra Bank  
2008-09 United Way Campaign Chair

# GIVE. ADVOCATE. VOLUNTEER. LIVE UNITED™



## YES! We want to INVEST in our COMMUNITY

Corporate Contribution Total \$ \_\_\_\_\_

### Payment Method

Check Enclosed (*Payable to United Way of the Eastern Panhandle*)

Credit Card

Visa     MasterCard     American Express

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Authorization Signature \_\_\_\_\_ Date \_\_\_\_\_

Direct Billing

*Please bill me*     One time, to be billed \_\_\_\_\_ / \_\_\_\_\_

Quarterly

Semiannually

Please have someone contact us about conducting an employee campaign

### COMPANY CONTACT FOR BILLING QUESTIONS

Company \_\_\_\_\_

Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

### BILLING ADDRESS

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please Mail or Fax to:

United Way of the Eastern Panhandle

218 W. King Street • Martinsburg, WV 25401 • phone 304.263.0603 • fax 304.263.0614

# Local Government Leadership Academy

## Fall 2009 Scholarship Opportunities\*

\*Return this coupon with your registration to apply for a scholarship. Awards are made on a first-come, first-serve basis.

### COUNTY OFFICIALS

The West Virginia Association of Counties has received a grant from the West Virginia Development Office and the Appalachian Regional Commission to encourage WVACO member county government officials from ARC designated distressed and at-risk counties to attend West Virginia University's Local Government Leadership Academy Fall 2009 session at the Charleston House Holiday Inn in Charleston, West Virginia on Friday, September, 25th and Saturday, September 26th, 2009.

If you are a county official from one of these counties, you can apply for FREE REGISTRATION to attend the Fall 2009 Local Government Leadership Academy:

*Barbour, Boone, Braxton, Calhoun, Clay, Fayette, Gilmer, Jackson, Lewis, Lincoln, Logan, Mason, McDowell, Mingo, Nicholas, Pocahontas, Putnam, Roane, Summers, Taylor, Upshur, Webster, Wetzel, Wirt, or Wyoming*

YES! I am eligible for the COUNTY scholarship program.

### MUNICIPAL OFFICIALS

The West Virginia Municipal League has received a grant from the West Virginia Development Office and the Appalachian Regional Commission to encourage municipal government officials from ARC designated distressed counties to attend West Virginia University's Local Government Leadership Academy Fall 2009 session at the Charleston House Holiday Inn in Charleston, West Virginia on Friday, September, 25 and Saturday, September 26, 2009.

If you are a municipal official from one of these counties, you can apply for FREE REGISTRATION to attend the Fall 2009 Local Government Leadership Academy:

*Barbour, Braxton, Calhoun, Clay, Lincoln, Mason, McDowell, Mingo, Roane, Summers, Webster, Wirt, or Wyoming*

YES! I am eligible for the MUNICIPAL scholarship program.

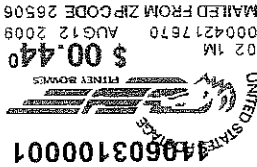
This coupon is for (name):

From (your city and county):

## LGLA Certificates

All local elected officials and their staffs are invited to join the Local Government Leadership Academy. There are no prerequisites or stringent admission requirements. There are six core workshops and over thirty electives. Depending on the number of workshops you complete, you can earn all four of the following certificates:

- **The Certificate of Achievement:**  
6 Core Workshops and 4 Electives
- **The Certificate of Excellence:**  
6 Core workshops and 8 Electives
- **The Certificate of Distinction:**  
6 Core workshops and 12 Electives
- **The Certificate of Highest Merit:**  
6 Core workshops and 24 Electives



02 1M  
0004217670 AUG12 2009  
MAILED FROM ZIP CODE 26506

JEFFERSON COUNTY COMMISSION

RECEIVED

AUG 14 2009

Leslie D. Smith  
County Administrator  
PO Box 250  
Charles Town, WV 25414



261440230 8004



# Local Government Leadership Academy



Fall 2009  
September 25th - 26th

Charleston House Holiday Inn  
Charleston, West Virginia

### Sponsored by:

The Institute for Public Affairs  
Eberly College of Arts and Sciences  
West Virginia University

### Co-Sponsored by:

West Virginia Association of Counties  
County Commissioners' Association of WV  
West Virginia Municipal League

### Questions?

Contact Dr. Kevin Leyden  
Email: IPA@mail.wvu.edu  
Phone: (304) 293 - 5432  
www.polisci.wvu.edu/IPA/academy.html

Address Service Requested

Institute for Public Affairs  
301-B Woodburn Hall  
PO Box 6317  
Morgantown, WV 26506-6317

Local Government Leadership Academy

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# About the LGLA



West Virginia University's Local Government Leadership Academy provides West Virginia's elected and appointed local government officials and key members of their administrative staffs a hands-on learning experience focusing on the active exchange of ideas and information through a series of three-hour workshops held twice each year.

The Academy's curriculum was developed in close consultation with its co-sponsors, the West Virginia Association of Counties, the County Commissioners' Association of West Virginia, and the West Virginia Municipal League, to ensure that it meets the needs of West Virginia's local government officials.

The Local Government Leadership Academy is widely recognized as an important way for local officials to enhance their leadership and governing skills and to gain timely public policy information that can be used to improve local communities. Over 300 local government officials are currently participating in the Academy.

## The Conference at a Glance\*

### Friday, September 25th, 2009

1:00 PM to 1:30 PM – Registration

1:30 PM to 4:15 PM – Afternoon Workshops (Choose One)  
**Opportunities for Your Community Through the West Virginia Development Office**

Monica Miller, State Coordinator - Main Street WV and other speakers from the WVDO to be announced

#### Strides to a Healthier Community

Dr. Nancy O'Hara Tompkins, Assistant Professor - WVU Department of Community Medicine  
 Kerl Kennedy, MPH, Program Manager, Office of Healthy Lifestyles, WV Bureau for Public Health and other speakers to be announced

#### Professional Conduct: The Nuts and Bolts of Ethics and Open Meeting Laws\*\*

Theresa Kirk, Executive Director - WV Ethics Commission

4:15 PM to 6:30 PM – Dinner On Your Own

6:30 PM to 9 PM – Evening Workshops (Choose One)  
**Grantwriting and the Value of Community Foundations**

Sharon Cunningham, President - WV Grantmakers  
**The Impact of War on Returning Veterans and the Community: Developing a Plan for Mutual Assistance**

Dr. Joseph Scotti, Professor - WVU Department of Psychology  
**Economic Development: Cultural and Heritage Tourism\*\***

WV State Department of Tourism:  
 Betty Carver, Commissioner  
 Justin Gault, Heritage Marketing Specialist  
 Anna Plantz, Director of Matching Advertising Grants Program  
 Las Smith, Director of Administration

### Saturday, September 26, 2009

8 AM to 8:45 AM – Breakfast provided by the Institute for Public Affairs; **Formal Remarks at 8:30 AM.**

8:15 AM to 8:45 AM - Registration Table Open

8:45 AM to 11:30 AM – Morning Workshops (Choose One)

**Working with the Media**  
 John Sorrenti, Consultant and Motivational Speaker  
**Consensus Building and Conflict Resolution\*\***  
 Dr. Robert Rubenstein, Professor of Counseling - Marshall University Graduate College

**Public Management and Leadership Skills\*\***  
 Dr. Gerald Blakely, Associate Professor - WVU Department of Management

11:30 AM – Adjournment

\* Conference schedule is subject to change.  
 \*\* Core Workshop

**Please mail the completed registration form and payment to:**  
 Local Government Leadership Academy  
 Institute for Public Affairs  
 301-B Woodburn Hall  
 PO Box 6317  
 Morgantown, WV 26506-6317  
**or you may fax registration to:**  
**(304) 293-8644**

**Remember:** You are responsible for reserving and paying for your lodging. Reserve your room by September 12, 2009 and mention the "Local Government Leadership Academy" to receive the special conference rate.

The Charleston House Holiday Inn's phone number is (304)344-4092 or you may make the reservation online at [www.holidayinn.com](http://www.holidayinn.com).  
**Conference Cancellation Policy:** All cancellations must be made in writing and received by September 17, 2009. There will be no refunds after that date because we are billed for rooms, meals and other expenses based on registrations. This form and the full conference schedule are available online at [www.polsci.wvu.edu/polacademy.html](http://www.polsci.wvu.edu/polacademy.html).

# Registration Form

(Please Print)

Name: \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Preferred Name for Conference Name Tag: \_\_\_\_\_

Preferred Mailing Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Local Government Affiliation: \_\_\_\_\_ Name of Organization/Position \_\_\_\_\_

Check One:  I am a COUNTY Official  I am a CITY Official  
 from \_\_\_\_\_ County.

## What workshops do you wish to attend?

### Friday, September 25 2009

#### Afternoon (Pick One):

- Opportunities for Your Community Through the West Virginia Development Office
- Strides to a Healthier Community
- Professional Conduct: The Nuts and Bolts of Ethics and Open Meeting Laws\*\*

#### Evening (Pick One):

- Grantwriting and the Value of Community Foundations
- The Impact of War on Returning Veterans and the Community: Developing a Plan for Mutual Assistance
- Economic Development: Cultural and Heritage Tourism\*\*

### Saturday, September 26, 2009

#### Morning (Pick One):

- Working with the Media
- Consensus Building and Conflict Resolution\*\*
- Public Management and Leadership Skills\*\*

#### Registration Fees:

- Registration \$175..... \$ \_\_\_\_\_
- I am a recipient of the Certificate of Highest Merit (\$35 Discount)..... \$ \_\_\_\_\_
- Guest \$75 (includes meals and breaks for your guest)..... \$ \_\_\_\_\_

Guest Name (for conference name badge): \_\_\_\_\_

**Total Enclosed \$** \_\_\_\_\_

#### Payment Method:

- Personal Check or Money Order (enclosed) payable to WVU
- WVACO Scholarship
- WVWML Scholarship

Bill my employer:  
 at this address: \_\_\_\_\_

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Stan Shaver, Chair  
House of Delegates

## EMPLOYEE SUGGESTION AWARD BOARD

Building I, Room W-314  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305Phone: 304-347-4890  
Fax: 304-347-4939

TO: ALL COUNTY OFFICIALS  
SUGGESTION OF INTEREST

August 10, 2009

Patricia Hamilton, Executive Director  
West Virginia Association of Counties  
2211 Washington Street East  
Charleston, WV 25311-2118

Dear Executive Director Hamilton:

The Employee Suggestion Award Board oversees the State Employee Suggestion Program, which provides a process for state employees to submit suggestions that may improve state government and save money. The Board recognizes individuals whose suggestions are implemented, and resulted in substantial savings for state government. The attached suggestion was submitted by Terri Burford, an employee with the Division of Motor Vehicles (DMV). Ms. Burford's suggestion was to eliminate the green card used with registered mail and use the electronic signature offered by the U.S. Postal Service. The suggestion was implemented by the DMV, and the agency realized a first year net savings of \$44,708.13.

The Board has determined that some counties within the state may also benefit from Ms. Burford's suggestion. Thus, the Board is providing your organization with a copy so it may consider informing West Virginia counties of this cost saving idea that was most beneficial to the DMV. If you have any questions, please contact Denny Rhodes, the Board's staff person at 304-347-4890.

Sincerely,

A handwritten signature in cursive script that reads "Stan Shaver".

Stan Shaver  
Chair



## WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Motor Vehicles**

1800 Kanawha Boulevard East • Building Three  
Charleston, West Virginia 25317-0010 • 304/558-3900  
TDD 1-800-742-6991 • 1-800-642-9066

Joe Manchin III  
Governor

November 8, 2006

MEMORANDUM

RECEIVED  
NOV 14 2006

PERFORMANCE EVALUATION AND  
RESEARCH DIVISION

**TO:** Mary Jane Lopez, Director  
Public Relations

**FROM:** Richard M. Johnston, Director *Rich*  
Management Services

**SUBJECT:** Employee Suggestion Submission  
Terri Burford

I have reviewed the suggestion submitted by Ms. Terri Burford.

The process she is recommending changes the way certified mail is handled by the Division. Any letter the Division mails out notifying a citizen that their driver's license has or is going to be revoked must, by State Code, be sent by certified mail.

The process that Ms. Burford has recommended is sold by Pitney-Bowes. This process eliminates the green signature card and instead uses a peel and stick bar code. The recipient's signature, which is critical to the Division, will be captured electronically and initially stored on a protected web-site. The Division of Motor Vehicles is looking at transferring the signature from the web-site to the Division's digital imaging system.

Savings from this process, once it is fully implement, should come from reduced postage cost, eliminating the printing cost of the green card and very possibly reduce labor cost. The United States Postal Service is currently offering a .50 discount for using the e-certified mailers. In the spring of 2007, when the new postal rate increase is approved, the discount will be increased to \$1.30. The green signature cards the Division currently purchases costs .27 per card.

**Ms. Mary Jane Lopez**  
**Page Two**  
**November 8, 2006**

**Ms. Burford has provided the savings calculations (attached) for the postage discount and the green cards.**

**To implement this project the Division will incur programming and equipment costs. The total cost for this project will not be completely known until the final stages of the project. Costs associated with this project will be covered by the anticipated savings.**

**RMJ:kds**

**Attachment**

---

THE STATE EMPLOYEE SUGGESTION PROGRAM  
Suggestion Form

To: THE IDEA COUNSELOR IN DMV-Rec & Pro 10-30-06  
(Department Where Suggestion Applies) Date

FROM: Teresa Burford "Terni" DMV Supervisor B 558-5007  
(Employee Submitting Suggestion) Department Position Grade Phone Number

PLEASE DESCRIBE YOUR SUGGESTION COMPLETELY. TELL WHAT THE PRESENT PRACTICE IS, THE CHANGE THAT IS SUGGESTED AND THE BENEFITS YOU BELIEVE WOULD RESULT. PLEASE ATTACH EXPLANATORY MATERIAL, IF NEEDED- SAMPLE FORMS, DIAGRAM, SKETCH.

1. The present method or condition is (Problem):

Certified mail is sent by filling out green card and attaching the envelope. Green card return receipt cost 1.85 per envelope. Too costly. Green card aren't attached properly

2. The following suggestion is offered for consideration (Solution):

Electronic return receipt eliminates green card. Can be accessed online. Sections will be able to see when E-cert mail was delivered or attempt delivery.

3. I believe the adoption of this suggestion will (Result):

Less training emp. on preparing cert. mail, Attaching Car will be able to match E-Cert to files. Save time affixing green card correctly.

Estimated Savings, if known (Dollars, Time, Material, Supplies) Each Current .77 Proposed 1.57  
Per Fiscal Year 2006 Per 12 consecutive months

Employees Signature Teresa Burford I hereby agree that the above suggestion will become the property of the State of West Virginia.

**Continued**

1. The present method or condition is (problem).

Each green card cost DMV .27 to order. When the green cards aren't affixed properly they will jam the postage machine.

2. The following suggestion is offered for consideration (Solution):

Don't have to affix green card. No jamming the postage machine.

3. I believe the adoption of this suggestion will (Result):

E-Certified cost is \$1.35 per envelope making this a savings of .50 each.  $.50 + .27 = .77$

Between March and May 2007 USPS proposed savings will be 1.30 each pc.  $1.30 + .27 = 1.57$  In 2006 DMV mailed 120,473 pieces of Certified Mail. If we would've sent them E-Certified the savings would've been \$92,764.21.

USPS proposal for 2007 is that between March and May 07 the savings will be 1.30 per piece + .27 for the green card making the savings 1.57 ea. Using the same figures from 2006 we'll save \$189,142.61. Currently we pay .27 the green cards, with E-Certified Pitney Bowes will supply FREE unlimited quantities of the E-Certified labels.

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To: ALL COUNTY  
CLERKS +  
COMMISSIONERS  
F.Y.I.

**POLLING PROBLEM**

# Touch-screen voting machines vulnerable

Electronic devices easily  
hacked, researchers say

By Alison Kniezewich  
Staff writer

Could a hacker with enough motivation sabotage an election?

Researchers say it's possible with electronic voting machines. Nearly a decade after the Mountain State got its first touch-screen voting machines, some West Virginians are still trying to phase them out.

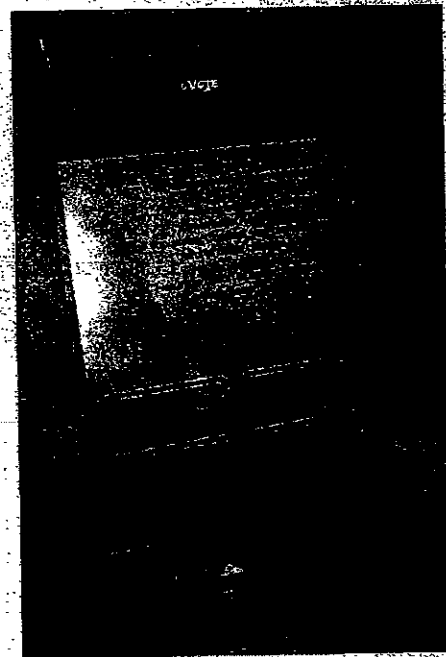
But many county clerks say the state's strict election laws mean they can trust the technology used by 35 West Virginia counties.

Earlier this month during interim legislative meetings, state lawmakers heard from a University of Pennsylvania researcher who believes the machines can be easily hacked. They also heard from a representative of Omaha-based ES&S, the maker of all 5,000 machines in West Virginia.

The researcher, Micah Sherr, says the ES&S machines West Virginia uses — called iVotronic — have "serious security vulnerabilities" that could let poll workers or other election officials take control of the equipment.

Sherr was part of a team that reviewed ES&S machines in separate studies in California and Ohio. Researchers carried out attacks that let them change votes, dis-

SEE VOTING, 10A



West Virginia Secretary of State's Office photo

Thirty-five West Virginia counties now use touch-screen voting.

SUNDAY  
GAZETTE  
8-22-09

# VOTING

FROM PAGE 1A

able machines and spread viruses from one piece of equipment to others.

Many of the tactics focus on manipulating a cartridge called a Personal Electronic Ballot that is inserted into the voting machine. Some strategies also use magnets and PDAs to tamper with equipment.

It takes a lot of computer know-how to devise an attack, Sherr said. Someone with an undergraduate degree could figure out how to disable one machine. To throw off an election, a hacker would need more expertise.

Could it happen outside a lab setting?

"The question comes down to motivation," Sherr said.

An ES&S spokeswoman did not return a request for comment.

Gary Zuckert, executive director of West Virginia Citizen Action Group, called the research alarming. His group wants to phase out electronic voting machines.

"Our main concern with this type of equipment is the security issue," he said.

He also pointed to computer glitches.

"When people turn up to vote, they should be able to

vote," he said. "And they shouldn't be turned away because a computer screen is down."

In this year's legislative session, House Finance Chairman Harry Keith White, D-Mingo, introduced a measure to prohibit the machines, but the proposal didn't get anywhere.

West Virginia got national attention last fall when some voters said the machines were flipping their votes from Democratic to Republican candidates.

And Taylor County's Democratic Executive Committee chairwoman went to county commissioners after machine problems were reported there.

Kanawha County Commission President Kent Carper has been critical of the technology. The county uses the optical scan system, where voters mark paper ballots that are then read by a machine.

But many county clerks like the Votronic system, said Pat Hamilton, executive director of the West Virginia Association of Counties.

Even those that were skeptical were pleased after trying it, she said.

Cabell County Clerk Karen Cole, whose county in 2000 was the first to use touch-screen voting, said she couldn't imagine the researchers' scenarios happening in West Virginia.

"You would have to have a conspiracy from the manufac-

turer down to every poll worker in a precinct," she said. "West Virginia has probably the strictest election laws in the country, and that is a huge factor in whether these machines can be manipulated."

For instance, all equipment must be protected with security seals, which poll workers must verify weren't broken before Election Day setup starts. Voters never handle the PEBS, and poll workers can't touch them until Election Day. Machines undergo rigorous testing.

Cole likes the machines because there's no chance for "over-voting" — when someone votes twice in a race or marks outside the lines on a paper ballot.

Monongalia County Clerk Carve Blantley had similar thoughts.

"I have confidence in the machines that West Virginia uses, in conjunction with the laws," she said.

Both clerks say they've gotten some complaints about machines where the computer thinks the voter touched a screen area they didn't. That's a problem with calibration, which they say can be fixed.

West Virginia requires all electronic voting machines to leave a paper trail. The machines print a receipt-like sheet after a voter casts a ballot. That paper is the official ballot used in canvassing.

A few years ago, Delegate

Mike Caputo co-sponsored legislation to require the paper trail. He used to be skeptical of the machines, but the requirement satisfied him.

He's not convinced someone in a real-world setting could pull off the computer attacks Sherr described.

"My county spent well over a million dollars to purchase these machines," the Marion County Democrat said. "And I'm not ready to go tell them to throw them in the Dumpster on a bunch of what-ifs."

Counties have invested \$15 million in the machines, Hamilton said. Some are still paying off their loans.

Secretary of State Natalie Tennant said she isn't keen on getting rid of the machines. She had questioned them and met with researchers and ES&S officials in March.

The issue comes down to voter confidence, she said. Instead of banning the machines, she would rather beef up training for poll workers. She'd also like the font on the screens to be bigger.

All systems can be manipulated in theory, but West Virginia's stringent laws make that hard, Tennant said.

"No system is foolproof," she said. "We should keep questioning all of our systems."

Reach Alison Knezevich at alisonk@wvazeta.com

or 304-346-1240.

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**To: All County Commissioners & Staff****Friday, August 21, 2009**

Below are details outlining the invitation on August 12th to join the FACES of Coal Campaign. President Brad Tuckwiller made contact with executive committee members of CCAWV and on Friday, August 14, 2009, determined it was a worthwhile coalition. I participated Wednesday, August 19, 2009, in the campaign launch. As you can see we have been working with a very short time frame, but wanted to take a minute to make all members aware of our endeavors to represent county interests on this issue. To that end I have attached my speaking points for your information. I also did some satellite interviews & newspaper interviews. Copies of several news articles are also attached for your review. Thank you to those counties that worked quickly to help me put these remarks together!!! You folks are the best. As you will see, we were trying to focus on the non-coal producing counties.

The essence of this coalition is to move beyond just the coal regions and put a face on the value of the coal industry to all West Virginians, and from our point of view local government. The web site is [WWW.facesofcoal.org](http://WWW.facesofcoal.org) Individual counties and individual commissioners can go on line and join the effort!

Vivian

**Invitation and background information regarding FACES of Coal Campaign:**

*Vivian, thank you for your time this morning.*

*As discussed, I am working to build a coalition of groups, organizations, businesses, local governments, etc. in WV that support the benefits the coal industry provides to WV and the nation. The focus is on recruiting groups/individuals that are not typically associated with the mining industry but can talk about the benefits mining provides to their county, business, etc. I would appreciate your consideration for 1) the County Commissioners Assoc. of WV joining on to this campaign as a member, and 2) if you or another representative from the Association would participate in and speak at our campaign launch event to take place next Wednesday - August 19 - at 2:30pm in Charleston.*

*If you are able to provide a spokesperson (whether yourself or another), we would ask they speak for approx. 5 minutes on the value of coal to the Counties in WV as a whole and possibly pick out an example of a non-coal producing county and discuss the benefits to that county.*

*Sen. Roman Prezioso has agreed to participate (representing State Government and Education) and another individual - a small business person from a non-coal county - will speak as well.*

*The press conference shouldn't last more than 30 minutes. We will be inviting media and would appreciate your consideration for speaking with them following the event.*

*This Campaign is known as FACES - the Federation for American Coal, Energy & Security - or FACES OF COAL. I have listed a general overview of the group below. We plan to grow this coalition significantly over the next 2 years and will be actively working to educate our elected leaders and the general public about the benefits of mining to WV and the nation.*

*Thank you very much for your consideration and please call or email me with any questions.*

Bryan Brown -- Brown Communications LLC

Page 2

**FACES OF COAL - Mission**

The Federation for American Coal, Energy and Security (FACES of Coal) is an alliance of people and organizations from all walks of life who are joining together to educate lawmakers and the general public about the importance of coal and coal mining to our local and national economies and to our nation's energy security.

This campaign was created to help unify and vocalize the support that exists for the benefits that coal provides to our region and nation.

Our mission is to:

- Campaign for the economic prosperity coal provides through good jobs and affordable energy;
- Protect our nation's security and tradition of self-reliance through the use of coal, our most abundant and affordable domestic source of energy;
- Preserve our environment by promoting good stewardship of our natural resources;
- Strengthen our communities by advancing technologies that mine coal using safe and environmentally and economically responsible mining methods.

**Speaking Points - Vivian Parsons - August 19, 2009**

\* self introduction

\*CCAWW's Mission - Our Association brings together the power and experience – and serves as a unified voice, of 55 county commissions to find cost-effective solutions and enhance resources for local governments and the people we represent throughout West Virginia.

\*We're here today to vocalize our support for the benefits that coal provides to county governments and ultimately the county citizens we serve.

\* Coal mining generates millions of dollars in tax revenue each year – in severance taxes, property taxes, & payroll taxes.

\* While not every county in West Virginia produces coal, all counties receive a severance tax paid by the coal industry.

75% of the net proceeds is distributed to coal producing counties

and the remaining 25% is distributed to all counties and municipalities across the state based on their population, without regard to coal production.

\* In fiscal year 2008-09 over \$31 million was distributed to county governments and another \$3 million was distributed to municipalities within those counties.

\* This revenue is vital to the budgets of all local governments and these funds are used to provide many necessary programs & services to the citizens our local governments represent.

\* I'd like to share a couple of examples

**Upshur County**, a coal producing county, received \$ 269,000 in coal severance taxes FY 2008-09. They've used these funds to support

--economic development efforts

--airport development efforts

--and as supplemental funds for utilities, materials and supplies for all operations of Upshur County Government.

According to Upshur County Administrator, William Parker, "Elimination and/or reduction of coal severance funding would have an adverse impact on the operations of the County and would cause a cost shift to the General County Fund. A cost shift to the General County Fund for these necessary operational expenditures would necessitate cost reductions and/or elimination of services in other areas for the citizens of our county."

\* Another example, **Berkeley County** (a non-coal producing county in the eastern panhandle). They received approximately \$300,000 in coal severance taxes last year.

--The county has historically utilized those funds for funding of the Berkeley County Development Authority.

--They've also used these funds for the county's cost of the Clean Air Task Force administered through the Region 9 Planning and Development Council.

--Other important uses include funding grant matches for things like

Court Security,

Records Management,

and Community Corrections.

Deborah Hammond, Berkeley County Administrator says, "These funds, along with all of our revenue sources, permit Berkeley County, the 55th fastest growing county in the nation, to meet all of our commitments."

\* At the other end of the spectrum, is **Wirt County**, a small, modest, non-coal producing county in the center of our state. Last fiscal year, they received \$24,000 in coal severance

taxes. While that might not sound like a lot of money, it is a vital piece of their small county budget.

Wirt County Commission President Charles Murray says, "In a budget our size, \$24,000 is extremely important. We use this money to help pay our regional jail bill and to supplement our other general county expenses. Losing coal severance would sure hurt in our county."

\* Let's look at northern panhandle. In Hancock County, again a non-coal producing county, they received over \$58,000 of coal severance taxes last year. With the downturn of the steel industry and even with racetrack revenues, coal taxes fund important necessary services for Hancock County.

Danny Greathouse, Hancock County Commissioner says, " coal severance fills an important hole in our budget. Not only do we use the money for postage and other operational expense, but the other impact from coal is on the workforce from Hancock County that works in mines in other counties ".

\* In next door Brooke County (non-coal producing county - received approximately \$70,000 last year), Commissioner Bernie Kazienko tells me that beyond the budgetary importance of these severance dollars, the coal industry in his area has donated a building to the Brooke County Commission that will be used for housing...

animal shelter

Emergency Operations & Homeland Security Center

And storage need for additional law enforcement vehicles

All serving important needs of Brooke County citizens.

\*Lewis County, a non-coal producing county in central West Virginia, received over \$60,000 in coal severance taxes last year. Their commission tells me that they use their coal severance revenue to supplement funding of their E911 call center. If revenues were lost it would impact the emergency response system for the citizens of Lewis and Gilmer Counties because this is a joint center.

\* Kanawha County's Coal Severance for 2008-09 totals over \$1.3 million and Boone County's total tops \$4.5 million, obviously, both are coal producing counties. Just imagine how many good projects and necessary services would disappear if the coal tax money disappeared from these counties' budgets!

\* Just a couple of examples of how Kanawha County used their funds in 2008-09...

Little League teams

Cleanup Programs

Their Ambulance Authority

VFD's in the county

and the Humane Society

A couple of Boone County examples include  
several community cleanups  
several senior centers

water & sewer projects  
a garbage transfer site totally funded with coal severance dollars & free to county citizens

\* One last example from southern WV, Mercer County received over \$214,000 last year in coal severance taxes. Mercer County has very little coal production, but with these funds they have supplemented their regional jail bill and paid for their liability insurance for county offices. Without the availability of the severance tax dollars they would further deplete their general revenue and have less revenues available for providing needed community services.

**So...Why has CCAWV joined this coalition???**

- \* I've given you examples from the northern panhandle, the eastern panhandle, central WV and the southern coal fields. Collectively, West Virginia's 55 counties depend on an economically healthy coal mining industry.
- \* Without coal, our counties would have difficulty balancing the budgets and funding essential programs that are important to our communities.
- \* We feel it is imperative that all West Virginians, as well as the people across the nation, understand the value of coal.
- \* Therefore, we are an active partner in this campaign to increase coal awareness and we would encourage folks to visit [FacesOfCoal.Org](http://FacesOfCoal.Org) to learn more and to join with us in this educational effort. – The future of Coal is important to all of us.

## **Articles from WV State Journal, Metro News, and Charleston Daily Mail**

### **WV State Journal**

#### **FACES of Coal Plans to Highlight Industry's Importance**

Posted Thursday, August 20, 2009 : 06:00 AM | [View Comments](#) | [Post Comment](#)

#### **New organization plans to represent different voices that support coal.**

Story by Dan Page

[Email](#) | [Bio](#) | [Other Stories by Dan Page](#)

CHARLESTON -- A new coalition said it will give individuals, local government officials and businesses a platform to support the central Appalachia coal industry at a time when thousands of jobs and communities are at risk because government and outside organizations want to stop coal mining in the region.

Organizers of the Federation for American Coal, Energy and Security — FACES of Coal — said the new organization has a four-prong mission statement:

- \* to campaign for the economic prosperity coal provides through good jobs and affordable energy;
- \* to protect the nation's security and tradition of self-reliance through the use of coal, the most abundant and affordable domestic source of energy;
- \* to preserve the environment by promoting good stewardship of our natural resources; and
- \* to strengthen communities by advancing technologies that mine coal using safe and environmentally and economically responsible mining methods.

The coal industry and non-coal interests are involved in the startup of the organization, which will complement existing organizations that support the industry, said Bryan Brown, who is helping organize the FACES of Coal. For example, he said, the new organization will allow individuals and associations not directly tied to the coal industry to add their voices to Friends of Coal and other groups that are more directly involved in the industry.

The organization will serve West Virginia, Kentucky, Virginia and Tennessee, Brown said.

"A number of folks in the coal industry and non-coal people recognize the need to bring out voices that haven't been heard," Brown said. "This campaign is to focus on getting those voices out to recognize the benefits that mining provides."

FACES of Coal organizers said it will work to educate policymakers and the public about the importance of coal to local, regional and the national economies and its role in providing the

United States with energy security.

The group's new Web site — [www.facesofcoal.org](http://www.facesofcoal.org) — encourages visitors to write their elected congressional representatives and local newspapers to express their support for coal. It also posts recent coal-related news stories and provides information about the economic effects of coal mining.

The County Commissioners Association of West Virginia has decided to become part of FACES of Coal.

"While not every county produces coal, all counties receive coal severance taxes," said Vivian Parsons, executive director of the association. She was scheduled to take part in the FACES of Coal's inaugural news conference on Aug. 19 in Charleston.

She said Berkeley County, which does not produce coal, receives about \$300,000 per year in coal severance taxes. Those funds, she said, help the county pay for economic development activities and other county services.

Parsons said members of the association recognize the coal industry is experiencing difficulties, and they want to emphasize that coal continues to play a critical role in supporting government services both in coal-producing counties and non-coal counties.

Brad Tuckwiller, newly elected president of the County Commissioners' Association and a member of the Greenbrier County Commission, said he believes the coal industry has made major improvements in recent years in the way it operates. He said he believes some critics associate the industry with practices of the past.

"I don't think the citizens of West Virginia — all 1.8 million of them — realize that they all benefit in some direct or indirect way from coal, and I just don't mean by turning on the light switch," he said.

West Virginia simply cannot walk away from the industry, he said, because it serves as a major economic force. Coal mining has a modest presence in Greenbrier County, but the county still receives about \$300,000 a year in coal taxes that help fund local services, Tuckwiller said.

Also scheduled to join Parsons at the event on Aug. 19 were state Sen. Roman Prezioso, D-Marion, and Rick Rice, president and CEO of Mountain State Steam Inc. in Buckhannon.

08/19/2009  
 New FACES  
 MetroNews - Charleston

 [Print this story](#)

 [ADD THIS](#) 

Another organization is stepping up in West Virginia to show its support for coal. The Federation for American Coal, Energy, and Security or FACES of Coal introduced themselves to state leaders and local media Wednesday afternoon in Charleston at the Charleston Area Alliance Building.

The group is a multi-state coalition of 70 groups who want to show what impact the loss of the coal industry would have on Appalachia. That coalition will be in the same vein as the Friends of Coal and includes West Virginia's County Commission Association.

"This is going beyond those folks who know the coal industry and know the benefits of the coal areas," says Vivian Parsons, Executive Director of the County Commissioners Association. "This is looking to West Virginia with a broader brusher. Looking at all walks of life and how does coal affect me. Trying to educate and promote coal awareness to all of us."

Parsons says from the perspective of county government coal is important due to coal severance taxes. She cites many examples of counties who receive that funding who don't have coalmines in their borders.

"Like in Lewis County," Parsons explains. "They're in the center of the state. They're a non-coal-producing county. They received \$60,000 in coal severance taxes this year. Their commission tells me they use this to supplement their e-911 call center."

Right now, FACES of Coal can be found in Virginia, West Virginia, Tennessee, and Kentucky. For more information on the group, head over to [www.facesofcoal.org](http://www.facesofcoal.org).

## **Charleston Daily Mail - State News -- Thursday August 20, 2009**

Another pro-coal group enters the energy debate  
 by [Michelle Saxton](#)  
 Daily Mail Capitol Reporter

CHARLESTON, W.Va. -- Another pro-coal alliance has joined the growing array of groups fighting for an industry that has become a focal point for the nation's energy debate.

Grassroots efforts supporting coal seem to be growing in West Virginia, most recently with Wednesday's campaign kickoff of an alliance promoting the benefits mining brings to local economies.

"West Virginia is ground zero for the war on coal," said Bryan Brown, a coordinator with the Federation for American Coal, Energy and Security, or FACES of Coal.

"Forces from outside our state and region seek to eliminate or severely diminish the use of coal as an energy source, without, apparently, any appreciation for the benefits that mining provides to our state and nation."

FACES of Coal is among several pro-coal groups working to gather support for the industry as environmental groups have staged protests in West Virginia against mining; cap and trade legislation has been pending in Congress and surface mine permits have been on hold while the federal Environmental Protection Agency evaluates their impact.

Other pro-coal groups include Friends of America, a Massey Energy-supported coalition of businesses in West Virginia that plans to hold a rally on Labor Day. There also is Friends of Coal, organized by the West Virginia Coal Association.

On the environmental side, groups include the coalition Friends of the Mountains, which has been fighting mountaintop removal mining. Organizations listed on the coalition's Web site [www.friendsofthemountains.org](http://www.friendsofthemountains.org) include the Ohio Valley Environmental Coalition, Coal River Mountain Watch and West Virginia Highlands Conservancy. There also is the Sierra Club of West Virginia, which recently co-hosted an event showcasing the film "Coal Country" and has intervened in cases regarding mountaintop removal mining.

In voicing its pro-mining message, FACES of Coal has more than 70 different coal and non-coal-related organizations, businesses and individuals, such as representatives of tourism, state government and county government, Brown said. The coalition planned to expand its grassroots efforts from West Virginia to Virginia, Kentucky, other areas of Appalachia and throughout the country, he said.

Brown added that the coalition is not a political or lobbying group, but it does encourage members to voice their opinions on coal-related issues and benefits.

"We're not directing individuals to oppose any single piece of legislation at this point," Brown said. "There are a number of efforts under way that are causing unpredictability, instability in the coal industry, and that in turn affects all of us."

West Virginia has had a recent trend of community efforts regarding coal-related issues, partly in response to a national focus on mountaintop removal mining, said Chuck Smith, a political science professor at West Virginia State University.

"There obviously has been an increase in grassroots community-type action and demonstrations in this area," Smith said. "The pro-coal increase, it's the most recent development, is obviously in response to their concern that the people who are moving to have mountaintop removal ended are being increasingly successful in bringing public attention to that issue."

Increased media attention has been given to protests over mining, said Jim Kotcon, chair of the energy committee for the West Virginia chapter of the Sierra Club.

"The impacts from mining and mountaintop removal have been going on for many years, but the news media are now starting to pay attention, in large part because it is becoming a national and even international issue," Kotcon said.

Kotcon said there has been a significant decline in interest in coal-fired power plants over the last

three or four years due largely to greater awareness of the costs of coal, including the need to reduce greenhouse gases and the basic construction and operating costs.

Employees of coal companies have an obvious economic interest in mining issues, Smith said, and the state has a history of getting involved in community awareness, such as with labor unions addressing work place and salary issues.

"West Virginia is a place where grassroots response isn't too uncommon," Smith said.

Support for coal also comes from outside coal companies.

The County Commissioners Association of West Virginia joined FACES of Coal to raise awareness of the revenue impact to counties from coal severance taxes, said Vivian Parsons, the association's executive director.

"The economy is tough right now," Parsons said. "Counties are having a hard time balancing their budgets," Parsons said. "We have to look at all of our revenue sources. We need to help promote awareness and understanding of just how valuable those dollars are and what we're doing with them."

Coal severance taxes are distributed to counties in two ways, with 75 percent going to coal-producing counties and 25 percent going to all counties and cities based on population and regardless of coal production, Parsons said.

In the 2009 fiscal year, West Virginia counties received about \$31 million in coal severance taxes, and another \$3 million was distributed to cities, Parsons said.

Parsons spoke with commissioners in both coal-producing and non-coal-producing counties about how much coal severance money they got last year and where the money typically goes. Here are some examples she gave:

- Berkeley County, about \$300,000 - Some funding used for the county's Development Authority, to fund a clean air task force and to get grant match money for court security, records management and community corrections.
- Boone County, about \$4.5 million - Funds community cleanups, senior centers and water and sewer projects and allows county residents to take their trash to a garbage transfer site without having to pay a fee to dump it.
- Brooke County, nearly \$70,000 - Parsons had no specific information on how this money was spent, but said that in addition to the coal severance money the local coal industry donated a building to the county commission for an animal shelter, emergency operations center and additional storage for law enforcement vehicles.
- Hancock County, about \$58,000 - Some funding used to plug budget holes and pay a postage

bill in county government.

- Kanawha County, more than \$1.3 million - Helps fund cleanup programs, Ambulance Authority services, the Humane Society, Little League teams and volunteer fire departments, among other services.
- Lewis County, more than \$60,000 - Funding supplements the E-911 call center emergency response system.
- Mercer County, more than \$214,000 - Funds supplement the county's regional jail bill and pays for property and liability insurance at county offices.
- Wirt County, \$24,000 - Funding helps with regional jail bills and to supplement other general county expenses.

"If the coal severance dollars would dry up and go away, so would some of the vital services that the counties are providing," Parsons said.

But studies have shown coal mining may have a human cost as well, Kotcon said, referring to a 2009 report by researchers at West Virginia University and Washington State University who say that the human health cost of mining appeared to be five times greater than the economic benefits.

"Those health studies do not include the economic impact of damage to our roads, damage to streams and rivers, or the general decline in property values associated with mountaintop removal mines," Kotcon said.

The study "Mortality in Appalachian Coal Mining Regions: The Value of Statistical Life Lost" found that socioeconomic indicators and age-adjusted mortality rates were worse in coal-mining areas of Appalachia than in non-mining areas.

However, researchers also said that while a causal link is likely, "it cannot be stated with certainty that coal mining causes these problems," as economic and public health outcomes for those areas in the absence of mining could not be determined.

Meanwhile, Parsons said her group is involved with FACES of Coal because of the coalition's stated goals to preserve the environment through good stewardship of natural resources and to strengthen communities by advancing safe and responsible mining technology.

"My focus and my involvement in this coalition is from the county perspective," Parsons said. "The political issues that are bouncing back and forth and the good and the bad we will leave to our constituents to debate."

For more information on Faces of Coal, visit [www.facesofcoal.org](http://www.facesofcoal.org).

August 19, 2009

## **Coal industry puts together new publicity campaign**

The Associated Press

CHARLESTON, W.Va. (AP) - The coal industry is putting together another publicity campaign.

The industry-backed Faces for American Coal, Energy and Security, or FACES of Coal, was unveiled at a press conference Wednesday in Charleston. The group says it grew out of a deep concern that opponents of coal mining are trying to kill the industry, which they say would cost jobs, hurt state and local governments and increase dependence on foreign energy.

Spokesman Bryan Brown says the idea is to have people outside the coal industry influence politicians in Washington, D.C., and West Virginia and other coal-producing states.

The group claims a membership of 70 organizations and individuals. Supporters include state Sen. Roman Prezioso and the County Commissioners' Association of West Virginia, among others.

August 19, 2009 - Charleston Gazette

## **Coal industry launches another PR campaign**

By Ken Ward Jr.

Staff writer

CHARLESTON, W.Va. -- As its lobbying efforts in Washington face a congressional probe over faked letters to lawmakers, the coal industry is launching another public relations effort to combat calls for a ban on mountaintop removal and limits on greenhouse gas emissions.

Industry officials, business leaders and local government representatives gathered in Charleston Wednesday afternoon to announce their new "FACES of Coal" effort.

"Many outsiders are putting pressure here in West Virginia and nationally," said Bryan Brown, a West Virginia Coal Association publicist who also organized Wednesday's press conference. "We feel they don't understand and appreciate America's reliance on coal and the economic impact coal has on our communities, our state and our nation."

Brown said the new group, the Federation for American Coal, Energy and Security, would focus on "voices that are not typically associated with coal mining."

Among those who spoke at the press conference were state Sen. Roman Prezioso, D-Marion, a lobbyist for the County Commissioners Association of West Virginia, and the owner of an Upshur County retail flooring business.

"I'm thoroughly convinced that coal has a great future," Prezioso said. "I just can't see any other way around that."

Brown and other speakers focused on the spin-off jobs created by coal operations and by the distribution of coal severance taxes in West Virginia to counties statewide, including those where no coal is produced.

To illustrate the impact of those tax dollars, several uniformed representatives of the Kanawha County Emergency Ambulance Authority attended, after parking an ambulance outside that was painted to advertise the fact that it was purchased with coal-tax money.

Kanawha County Commission President Kent Carper, a member of the ambulance authority board, said he did not know that the agency was sending representatives to take sides on controversial issues about the coal industry's future.

"Sometimes you get invited to these things and what you were told it was going to be isn't what it turns out to be," said Carper, who was not invited to the event. "From what you're telling me, I would have told them not to go."

Brown said FACES will start with a budget "upwards of \$1 million" that comes from coal companies, coal industry vendors and other businesses and individuals. He said a breakdown of financing was not available. Brown said the group was formed by other coal industry groups who felt a need to publicize the support coal has from other businesses, organizations and individuals in the region.

In a prepared statement, the FACES group said it hopes to build on the "effective work" of organizations such as Friends of Coal and the Mountaintop Mining Coalition. The group's promotional materials focused on mountaintop removal, calling beefed-up permit reviews instituted

by the Obama administration "a regulatory black hole" -- language previously used by the National Mining Association -- and alleging the only water quality damage from this mining is elimination of mayflies from certain streams.

Brown said he was not that familiar with the controversy generated by another coal lobby group, the American Coalition for Clean Coal Electricity, or ACCCE, when its public relations firm sent more than a dozen faked letters opposing climate change legislation to members of Congress. The letters purported to be from the National Association for the Advancement of Colored People, senior citizen groups and a Hispanic advocacy organization.

Brown said he did not know if publicity about such tactics would make it harder for other coal groups like his to sway public opinion behind the industry.

"I can only speak for myself," Brown said. "And as an individual, I wouldn't be involved in a situation where we are stretching the truth or lying to get a job done."

West Virginia **RE July 27 2009**  
**Ethics Reporter**

**Since the Last Reporter**

Since the June edition of the **REPORTER**, the West Virginia Ethics Commission has published two new Advisory Opinions interpreting the West Virginia Governmental Ethics Act and the law governing boards of education.

The Commission considered requests for opinions at its July 9 meeting on the permissibility of a county commissioner, acting as a private attorney, drafting wills and administering estates in the county where such matters may be probated, and concerning the permissibility of state agency board members reviewing matters in which they may have a financial interest.

**ADVISORY OPINION REPORT**

**Advisory Opinion 2009-07** concerned the permissibility of a county commissioner, acting as a private attorney, drafting wills and administering estates in the county where such matters are probated.

In this case, the county commissioner seeks guidance for a number of potential scenarios wherein private legal work he is doing for clients could come before the county commission in some form because of the commission's responsibilities to probate wills and rule on matters pertaining to disputes in this area.

The Ethics Commission examined the provisions of 6B-2-5(b) prohibiting a public official from using their office to produce a private gain for themselves or another, as well as the language of 6B-2-5(g) prohibiting a public official from appearing in a

**Jefferson County Commission**

representative capacity before the body where they serve or work. Additionally, the Ethics Commission examined 6B-2-5(j) concerning the limitations on voting when serving on public bodies while having a financial interest in the proceedings, and the general statutory provisions defining what a "contested case" is.

In its opinion, the Ethics Commission determined that there are no restrictions on the county commissioner-attorney preparing wills as a part of his private legal practice. However, the Ethics Commission further ruled that should a will prepared by the commissioner come up for probate, he must fully disclose the conflict and recuse himself physically from the decision-making and voting processes of the commission in regard to the will.

The Ethics Commission further ruled that the county commissioner-attorney may not

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permissibly appear before the county commission during the probate of a will that the commissioner prepared no matter whether the will was "uncontested" or not. The commissioner-attorney would be further precluded from having any communication with any county official on the topic of a will in probate when he was the preparer.

Finally, the Ethics Commission opined that in instances where the county commissioner-attorney needed to appear before the commission as a witness in a probate proceeding that the remaining commissioners would not be required to recuse themselves. However, the Ethics Commission did suggest that the county commission appoint a Fiduciary Commissioner to act as a hearing examiner to receive evidence so as to limit the commission's direct exposure to the other commissioner's testimony.

**Advisory Opinion**

**2009-08** addressed the permissibility of state agency board members reviewing matters in which they may have a financial interest.

The agency in question provides housing loans and grants to low-income individuals and organizations. It is governed by a board with members representing different interests, as defined in statute, and who are appointed by the governor. The board operates a subcommittee to review proposals and requests for funding, with the subcommittee serving as a screening mechanism for the full board in these matters.

At issue was the permissibility of the designated banker on the board and the representative of a statutorily designated non-profit organization representative serving on the review subcommittee.

The banking representative is a specialist in low-income housing and advises the bank on participating in various programs and

loan offerings advanced by the state agency. The representative has no direct authority to make decisions for the bank.

The representative of the non-profit group is the director of a coalition that works to fashion local low-income housing projects for eventual submission to the agency for consideration in receiving funding. Since his appointment to the agency's board, the non-profit director has established an internal policy against applying for funding from the agency. However, there are 26 groups in the coalition—none of which are under any constraints in applying for funding from the agency.

The Ethics Commission analyzed the language of 6B-2-5(b) prohibiting the use of a public office to generate a private gain for oneself or another, along with that contained in 6B-2-5(d) which prohibits a public official from having an interest in a contract over which they have authority or control, while also requiring part-time appointed public

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officials to recuse themselves if conflicts do arise. In addition, the Commission also analyzed the provisions of 6B-2-5(j) governing limitations on voting and the exemptions available.

In its opinion, the Ethics Commission ruled that the two board representatives in question may not serve on the review subcommittee since they both have interests at stake in the group's deliberations. The Commission further opined that recusal is not an option since the review process is competitive and sitting out from a review of one application would not eliminate the conflict when other competing applications were evaluated and ranked.

However, the Commission left unresolved the question of whether this analysis would be applied to the individuals' service on the full agency board when reviewing the recommendations of the subcommittee. Consequently, the

Commission ruled that their service could continue as long as they disclosed any potential conflicts and recused themselves from the decision-making and voting processes associated with applications in which they held an interest.

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NONE PUBLISHED

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NONE PUBLISHED

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**WEST VIRGINIA ETHICS COMMISSION  
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NONE PUBLISHED

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Permissibility of state agency board members reviewing matters in which the members may have a financial interest

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NONE PUBLISHED

**MISCELLANEOUS**

NONE PUBLISHED

**OPINION SOUGHT**

A **County Commissioner** requests guidance on several issues relating to the drafting of wills and administration of estates through his private law practice.

- (1) May a County Commissioner who is also an attorney prepare wills which may later be probated in the County in which he serves as a County Commissioner? If so, is he required to recuse himself from any probate matters coming before the County Commission when he has prepared the will which is being probated?
- (2) May a County Commissioner who is also an attorney represent a party in a probate proceeding when it involves an uncontested estate if he recuses himself from voting?
- (3) If an attorney who is also a County Commissioner prepared a will which is later challenged and is called as a witness to the validity of the will, may the remaining two County Commissioners hear the evidence, or must they recuse themselves and transfer the matter to Circuit Court?

**FACTS RELIED UPON BY THE COMMISSION**

In West Virginia, as in other states, there are specific statutory provisions that govern the administration of a decedent's estate.<sup>1</sup> If there is a will, the custodian must file the original will in the County Clerk's Office within thirty days of the testator's death, or deliver it to the Executor who must file it within a reasonable period of time. W. Va. Code § 41-5-1. Then, the County Clerk appoints a personal representative to serve as the Fiduciary of the estate. This person is referred to as the Executor or Executrix, if the person has been designated as such in the will, or the Administrator or Administratrix, if he or she was not specifically designated in the will. For purposes of this opinion, the Fiduciary of the estate will be referred to as the Executor.

The Executor is responsible for completing an inventory and appraisal of the estate. At times, normally for more complex estates, the Executor retains an attorney to assist in this process. Once this process has been completed, potential creditors of the estate are put on notice. The Executor files a final settlement report of the estate with the

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<sup>1</sup> See generally, "Overview of the estate Administration Process" published by Kanawha County Commission Office of the Fiduciary. Further note that the process varies from County to County as some counties have a Fiduciary Supervisor. W.Va. Code § 44-3A-1 *et seq.*

County Clerk. W. Va. Code § 44-4-14a. The County Clerk sends the final report to the County Commission for approval. W. Va. Code § 44-4-18. Once approved, the final settlement is binding and conclusive upon creditors and beneficiaries of the estate.

Some estates may be contested. For example, a potential beneficiary may claim that the will was not properly executed or that the testator was not competent. In contested cases, the County Commission may appoint a Fiduciary Commissioner to hear evidence. W. Va. Code § 44-3-7. See also W. Va. Code § 44-3A-41. Fiduciary Commissioners may also be appointed for larger estates.

The Fiduciary Commissioner makes a recommended decision to the County Commission regarding controversies arising during the course of probate. Normally, although the Fiduciary Commissioner hears testimony and reviews evidence, the County Commission may elect to allow witnesses to testify at a hearing before the County Commission. W. Va. Code § 44-2-19. Parties have the right to appeal findings of the County Commission to Circuit Court. Id.

The Requester is a County Commissioner. He is also a licensed attorney. Through his private law practice, he drafts wills which may later be probated in the County in which he serves. He has also represented estates in uncontested probate matters.

#### **CODE PROVISIONS RELIED UPON BY THE COMMISSION**

W. Va. Code § 6B-2-5(b) reads in relevant part:

A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person.

W. Va. Code § 6B-2-5(g) reads in relevant part:

Except as otherwise provided in section three, four or five, article two, chapter eight-a of this code: (1) No elected ... public official ... shall, during his or her public service ... with a governmental entity authorized to hear contested cases or promulgate or propose rules, appear in a representative capacity before the governmental entity in which he or she serves ... in the following matters:

- (A) A contested case involving an administrative sanction, action or refusal to act;
- (B) To support or oppose a proposed rule;
- (C) To support or contest the issuance or denial of a license or permit;
- (D) A rate-making proceeding; and
- (E) To influence the expenditure of public funds.

(2) As used in this subsection, "represent" includes any formal or informal appearance before, or any written or oral communication with, any public agency on behalf of any person: *Provided*, That nothing contained in this subsection shall prohibit, during any period, a former public official or employee from being retained by or employed to represent, assist or act in a representative capacity on behalf of the public agency by which he or she was employed or in which he or she served....

W. Va. Code § 6B-2-5(j) reads in relevant part

(j) *Limitations on Voting.*

(1) Public officials, excluding members of the Legislature who are governed by subsection (i) of this section, may not vote on a matter:

(A) In which they, an immediate family member, or a business with which they or an immediate family member is associated have a financial interest. Business with which they are associated means a business of which the person or an immediate family member is a director, officer, owner, employee, compensated agent, or holder of stock which constitutes five percent or more of the total outstanding stocks of any class.

W. Va. Code § 29A-1-2 defines "Contested Case" as:

[A] proceeding before an agency in which the legal rights, duties, interests or privileges of specific parties are required by law or constitutional right to be determined after an agency hearing, but does not include cases in which an agency issues a license, permit or certificate after an examination to test the knowledge or ability of the applicant where the controversy concerns whether the examination was fair or whether the applicant passed the examination and shall not include rule making.

### **ADVISORY OPINION**

First, it is the opinion of the Ethics Commission that the Requester in his private law practice may prepare wills. There is nothing in the Ethics Act which prohibits this practice. If the Requester has prepared a will, then he should recuse himself from any matters coming before the County Commission involving the probate of the subject estate. The Ethics Commission recommends full recusal in all such situations. Full recusal requires, when the Commission addresses the agenda item requiring it to consider probating wills, including one or more prepared by the Requester, that the Requester discloses the fact that he has prepared one or more of the wills now pending before the Commission, and then physically removes himself from the room during the discussion, deliberation, and disposition of all such wills that he has prepared.

Second, the Ethics Commission must consider whether the Requester may represent a party in a probate proceeding when it involves an uncontested estate. The Ethics Act prohibits a public official from appearing before his or her agency in a contested proceeding involving an administrative sanction, action or refusal to act. See W. Va. Code § 6B-2-5(g)(A).

Normally, an uncontested estate matter generally refers to a probate matter wherein there are no heirs who dispute the accounting of the Estate and proposed distribution. In these matters, normally the County Commission signs-off on the final order as a matter of course. However, while a will may be "uncontested" as that term is used in the probate process, that does not necessarily mean that the proceeding is an uncontested case for purposes of the Ethics Act.

The Ethics Act does not contain a definition for the term "contested case." As such, the Commission elects to rely upon the definition provided in the Administrative Procedure Act which reads:

[A] proceeding before an agency in which the legal rights, duties, interests or privileges of specific parties are required by law or constitutional right to be determined after an agency hearing, but does not include cases in which an agency issues a license, permit or certificate after an examination to test the knowledge or ability of the applicant where the controversy concerns whether the examination was fair or whether the applicant passed the examination and shall not include rule making.

W. Va. Code § 29A-1-2.

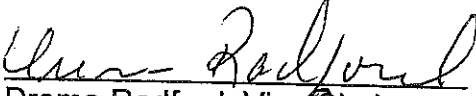
The above cited definition for a contested case states that it involves legal rights which must be determined after an agency hearing. The Ethics Commission finds that while a County Commission does not hold a hearing in the traditional sense when it signs off on final orders in uncontested matters, still, the meeting at which this occurs constitutes a hearing for purposes of the Ethics Act. In reaching this conclusion, the Commission relies in part upon the definition of "contested case" in the Administrative Procedures Act as well as language in the code relating to the Administration of Estates wherein the code states, "The hearing on the report of claims returned by a fiduciary commission shall be had at the first term of the county commission." W.Va. Code § 44-2-19 and W.Va. Code § 44-3A-22. In essence, the County Commission acts as a quasi-judicial body, even in estate matters that are not in dispute. The Commission finds that what constitutes a contested case for purposes of the Ethics Act is not determined by whether there is or is not someone who takes exception to a matter pending before an agency, but whether it is a matter requiring quasi-judicial action by an agency.

As such, the Ethics Commission finds the Requester **may not** appear in a representative capacity in a probate proceeding, contested or uncontested, before the

County Commission. An appearance, as defined by the Ethics Act, includes any "formal or informal appearance before, or any written or oral communications with, any public agency on behalf of any person." W. Va. Code § 6B-2-5(g)(2). This limitation further precludes the Requester from communicating for purposes of effecting the administration of an Estate with a County Clerk, Fiduciary Supervisor, Fiduciary Commissioner, the County Commission or the staff of any of these persons or entities involved in probating a will.

Finally, the Requester asks whether, if he is called as a witness to the validity of a will, the remaining County Commissioners may still hear the case. There appears to be no procedure in the Code which allows a County Commission to transfer its ultimate responsibility in probate matters to the Circuit Court or to another county agency. In such a case, however, the Ethics Commission finds that the County Commission should, as permitted by the Code, appoint a Fiduciary Commissioner to hear any evidence and to make a recommended decision to the remaining County Commissioners since the Code provides no alternative venue. The code provision allowing for this states, "Any party may except to the [fiduciary] commissioner's finding of fact and law, and the [county] commission shall hear the case on the [fiduciary] commissioner's report and the exceptions thereto, without taking any additional evidence." W. Va. Code §§ 44-3-7 and 44-3A-41. Any County Commissioner who is a witness in a probate matter shall recuse himself from any decisions made by the County Commission in rendering a decision in the case. See *also*, W. Va. Code § 7-1-5a entitled "Excusal of commissioner from voting where conflict of interest involved."

This advisory opinion is limited to questions arising under the Ethics Act, W. Va. Code § 6B-1-1, *et. seq.*, and does not purport to interpret other laws or rules. In accordance with W. Va. Code § 6B-2-3, this opinion has precedential effect and may be relied upon in good faith by other public agencies unless and until it is amended or revoked, or the law is changed.

  
Drema Radford, Vice Chair

ADVISORY OPINION NO. 2009-08

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WEST VIRGINIA ETHICS COMMISSION

OFFICE WEST VIRGINIA  
SECRETARY OF STATE

**OPINION SOUGHT**

A **State Agency** asks whether it would violate the Ethics Act for two members of its board of directors to serve on a subcommittee which reviews proposals made to the Agency for loans and grants, when the two members may have a financial interest with some of the potential grantees.

**FACTS RELIED UPON BY THE COMMISSION**

The Requester is a public agency that provides housing loans and grants to low-income individuals and organizations. The State Agency derives its funding from public sources, as well as contributions from private entities, including corporations and individuals.

The State Agency is overseen by an eleven-member Board of Directors, as well as an Executive Director and staff. In accordance with its enabling statute, the Governor appoints the members of the Board of Directors who represent an array of designated interests and industries throughout the State. By statutory design, a majority of the Board of Directors have ties to a particular industry that the State Agency may cooperate with in helping individuals find affordable housing.

In order to facilitate its work, the State Agency formed a subcommittee, known as the Proposal Review Committee, consisting of five members of the Board of Directors. The Chairperson of the Board of Directors appoints members to the Proposal Review Committee ("PRC") annually, but members may remain on the PRC each year until such time as the Chairperson makes new appointments.

The purpose of the PRC is to review all funding proposals submitted to the State Agency from various organizations throughout the state. The PRC is charged with selecting the most meritorious proposals and presenting those proposals to the full Board for approval. In essence, the selection and determination of which grant/ loan proposals the entire Board considers for approval rests with the members of the PRC.

At issue in this matter are two Board members appointed to the PRC, namely the designated banking industry representative and a designated non-profit organization representative.

### **Banking Industry Representative**

The banking industry representative on the Board is a Community Development Specialist ("CDS") for a large regional bank that operates in West Virginia. As a CDS, the representative serves as a liaison between the bank and community organizations that serve low and moderate communities and individuals. The bank sponsors grant applications to a federal home loan bank for affordable housing projects, for which the CDS provides technical assistance. The CDS does not, however, have any ultimate decision-making authority.

Additionally, in her capacity as a CDS, the representative is aware of low income housing tax credits that the bank purchases through tax credit syndicators. When a tax credit syndicator invests in a low income housing tax credit, the bank may purchase up to 49% of the investment and would have an indirect ownership stake in the project through the syndicator relationship. As the CDS, the representative may provide technical assistance for low income housing tax credit projects and refer projects to one of the tax credit syndicators for investment consideration. However, as the CDS, the representative does not make the overall investment decision or exert influence over a particular project selection by the tax syndicator.

Finally, as a CDS, the representative helps introduce a project, including projects for affordable housing developments, to the bank's loan officer. The CDS is not involved in the underwriting or approval of a loan. If the projects on which she assists are approved for a loan and the bank closes thereon, the bank reports this loan as a qualifying community development loan to the FDIC.

### **Non-Profit Organization Representative**

The enabling statute of the State Agency requires appointment of representatives to the Board of Directors from local and statewide non-profit organizations which provide housing assistance to low or moderate income citizens.

One of the non-profit representatives has been appointed to the PRC. Specifically, the non-profit organization representative is the Executive Director of an umbrella organization for a network of 26 member organizations, many of which submit their grants and loans proposals to the State Agency.

Although the umbrella non-profit does not have decision-making authority over the member organizations' projects, it does provide partial funding for some projects for which member organizations have received partial funding from the State Agency.

Although the umbrella non-profit has also applied for and received funding from the State Agency in the past, the current Executive Director has adopted an internal policy prohibiting the umbrella organization from applying for funding from the State Agency.

The 26 member organizations may, however, continue to seek funding from the State Agency.

**CODE PROVISIONS RELIED UPON BY THE COMMISSION**

W. Va. Code § 6B-2-5(b) reads in relevant part:

A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person.

...

The performance of usual and customary duties associated with the office or position or the advancement of public policy goals or constituent services, without compensation, does not constitute the use of prestige of office for private gain.

W. Va. Code § 6B-2-5(d) reads in relevant part:

[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control. . . . *Provided, however,* That nothing herein shall be construed to prohibit . . . a part-time appointed public official from entering into a contract which the part-time appointed public official may have direct authority to enter into or over which he or she may have control when the official has not participated in the review or evaluation thereof, has been recused from deciding or evaluating and has been excused from voting on the contract and has fully disclosed the extent of his or her interest in the contract.

W. Va. Code § 6B-2-5(j) reads in relevant part:

(j) *Limitations on Voting.*

(1) Public officials . . . may not vote on a matter:

(A) In which they, an immediate family member, or a business with which they or an immediate family member is associated have a financial interest. Business with which they are associated means a business of which the person or an immediate family member is a director, officer, owner, employee, compensated agent, or holder of stock which

constitutes five percent or more of the total outstanding stocks of any class.

(B) If a public official is employed by a financial institution and his or her primary responsibilities include consumer and commercial lending, the public official may not vote on a matter which directly affects the financial interests of a customer of the financial institution if the public official is directly involved in approving a loan request from the person or business appearing before the governmental body or if the public official has been directly involved in approving a loan for that person or business within the past 12 months: *Provided*, That this limitation only applies if the total amount of the loan or loans exceeds fifteen thousand dollars.

(D) The appropriations of public moneys or the awarding of a contract to a nonprofit corporation if the public official or an immediate family member is employed by the nonprofit.

(II) A public official may vote:

(A) If the public official, his or her spouse, immediate family members or relatives or business with which they are associated are affected as a member of, and to no greater extent than any other member of a profession, occupation, class of persons or class of businesses. A class shall consist of not fewer than five similarly situated persons or businesses; or

(3) For a public official's recusal to be effective, it is necessary to excuse him or herself from participating in the discussion and decision-making process by physically removing him or herself from the room during the period, fully disclosing his or her interests, and recusing him or herself from voting on the issue.

### ADVISORY OPINION

In establishing the Ethics Act, the Legislature sought to maintain the public's confidence in the impartiality and independence of decisions and actions by public officials and employees, and to ensure that all such decisions be made free of undue influence, favoritism or threat at all levels of government. W.Va. Code § 6B-1-2(a).

In creating these ethical standards for public officials, the Legislature additionally recognized that "many part-time public officials and public employees serv[e] in elected and appointed capacities; and that certain conflicts of interest are inherent in part-time service[.]" W.Va. Code § 6B-1-2(c).

The question presented in this matter is the application of the prohibitions of the Ethics Act to a legislatively-created governing board of part-time appointed community and industry leaders which possess these potentially inherent conflicts of interest.

While the Commission declines to issue an overreaching, bright-line rule applicable to every legislatively-created board, the issue raised in this matter does touch upon issues facing many of the funding boards throughout this State. Thus, while this opinion shall address only the narrow issues presented in the context of this particular State Agency, the Commission would be remiss if it did not caution other funding boards to examine their own internal decision-making and deliberative committees.

### **Private Gain**

Although the Ethics Act prohibits the use of office for private gain, it anticipates that the performance of usual and customary duties on behalf of constituents does not ordinarily constitute private gain. W. Va. Code § 6B-2-5(b). The issue here is whether the subcommittee's duties satisfy this statutory exemption.

Although the two PRC members represent a minority of the members of the five member subcommittee, they are involved in the selection of which proposals to recommend to the larger board for consideration. As the Requester recognizes, the number of proposals received is large and growing, while the money to fund the proposals is limited. Thus, the members of PRC are charged with the task of ranking and evaluating which proposals are meritorious and worthy of the full Board's consideration. At this level, all applicants are competing for a limited pool of available funds.

As a result of the foregoing, the Commission finds that in this capacity the subcommittee members' power exceeds the performance of usual and customary duties for constituents due to the nature of the financial relationship between the Requesters, their employers, and potential grant recipients. The Commission further notes that recusal from consideration of their constituents' applications would not resolve the conflict, since it is a competitive process. Their decision on each application has a direct impact on their constituents' applications. As a result, their continued membership on and participation in the **subcommittee** violates the Ethics Act.

The inquiry concerning the limitations, if any, on the members' participation on the full Board must still be addressed.

### **Interests in Public Contracts**

Under the Ethics Act, an appointed public official, or business with which he or she is associated, **may not** be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control. W.Va. Code § 6B-2-5(d). The Ethics Act does

provide an exception for part-time appointed public officials.

[T]hat nothing herein shall be construed to prohibit . . . a part-time appointed public official from entering into a contract which the part-time appointed public official may have direct authority to enter into or over which he or she may have control when the official has not participated in the review or evaluation thereof, has been recused from deciding or evaluating and has been excused from voting on the contract and has fully disclosed the extent of his or her interest in the contract.

W.Va. Code § 6B-2-5(d).

Therefore, while it may be permissible under the Ethics Act for a business or organization with which an appointed part-time official is employed to seek a public contract, the part-time official may have no participation in the review and evaluation of the contract. Further, the public official is required to recuse him or herself from deciding or evaluating the contract.

Initially, the Commission finds that the two PRC members are each part-time appointed public officials. The Commission further finds that the actions and decisions of the members of the PRC constitute review, evaluation, and decision-making within the context of W.Va. Code § 6B-2-5(d).

However, in this matter, the Commission must first determine the threshold question of whether these two members have an interest in a contract with the State Agency. This is often a fact-driven determination that is addressed on a case-by-case basis. According to the Requester, neither of the members has a direct financial interest in the constituents' grant/loan applications. Indeed, the bank's clients and the non-profits' members may be characterized as customers.

Based upon the limited facts and the unknown nature of future contracts with the State Agency, we are unable to make a finding as to whether the two members "have an interest in the profits or benefits of a contract". In light of our prior finding under W.Va. Code § 6B-2-5(b) prohibiting the two member's service on the subcommittee, it is unnecessary for the Commission to pursue further inquiry or render a determination at this time under W.Va. Code § 6B-2-5(d).

### **Voting**

Although the Ethics Act prohibits the two members from serving on the PRC, it does not prohibit them from serving on the full Board of Directors. The next issue the Commission must resolve is whether these members may evaluate and approve funding requests that the PRC recommends to the full board. The significant difference between the PRC and the full board is that the PRC makes determinations among all the proposals presented, and recommends only a limited amount of proposals to the

Board for approval. Thus, as full board members, it is possible for the representatives to recuse themselves from voting or discussing their constituents' proposals, but allow participation on non-constituents' proposals.

In that respect, the Commission would note its comments from A.O. 2006-06, in which the Commission discussed potential conflicts of members of the Legislature voting on funding for organizations with which they are associated:

The Commission elects to take this opportunity to provide guidance on voting in these circumstances to public officials who are either elected or appointed members of a governing body and are also employed by a nonprofit which may receive funding from the governing body on which they serve. The Commission finds that if the governing body is considering a budget for which there is a line item appropriation to a nonprofit corporation by which an elected or appointed member of a governing body is employed, then the elected or appointed member should not be precluded from voting on the entire budget. However, before casting a vote the elected or appointed member should first disclose his or her employment by the nonprofit organization in order that the general public is aware of the interest. If the governing body is specifically addressing whether an appropriation should be included for the nonprofit corporation, then the public official should physically remove him or herself from the room during that portion of the discussion. The Commission finds that disclosure of the employment by a nonprofit organization promotes transparency in government to which the public is entitled while at the same time allowing the public official to fulfill his or her responsibility of voting on whether a budget should be accepted or rejected.

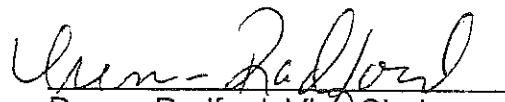
Although the comments in A.O. 2006-06 relate specifically to members of non-profit organizations, the Commission finds the guidance equally applicable to all part-time appointed members on funding boards and their respective industry, employer or organization. Thus, the Commission hereby finds that the two members, although disqualified from continued service on the subcommittee, may continue to participate as members of the full board: *Provided, however*, that they must recuse themselves from participating in the discussion and decision-making process by physically removing themselves from the room during the period, fully disclosing their disqualifying interests, and recusing themselves from voting on the issue. W.Va. Code § 6B-2-5(j)(3).

### **Conclusion**

Finally, the Commission wishes to make clear that there is no allegation of impropriety with respect to the service of these two board members, or any board member, of this State Agency. There is no allegation of any improper conduct by either board member, and no assertion that they have acted in any manner other than with the utmost of

integrity in the performance of their duties. As with many of our State's appointed part-time public officials, these Board members devote a tremendous amount of their personal time to assist in the mission of the State Agency, and are to be commended for their public service. Indeed, the State Agency is to be commended for seeking formal guidance from the Ethics Commission in resolving this complicated matter.

This advisory opinion is limited to questions arising under the Ethics Act, W. Va. Code § 6B-1-1, *et. seq.*, and does not purport to interpret other laws or rules. In accordance with W.Va. Code § 6B-2-3, this opinion has precedential effect and may be relied upon in good faith by other public agencies unless and until it is amended or revoked, or the law is changed.

  
Drema Radford, Vice-Chair



000004H836

FEIN: 454 222473234  
Reporting Period: 07/01/2009 to 07/31/2009  
Amount: 81.20

RECEIVED

AUG 24 2009

Jefferson County Commission

AT&T IXCs & Alascom, M.E.  
AT&T Communications of West Virginia  
c/o Tax Partners, L.L.C.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339



0000000000

Drawer: Returns  
Company: AT&T IXCs & Alascom, M.E.  
Entity ID: 001402  
Entity Name: AT&T Communications of West Virginia  
Return Code: WV\_JEFF\_E9  
Return Description: West Virginia, Jefferson County E911  
Due Date: 20  
Year: 2009  
Month: 07  
Sequence Number: 1  
Indexed Time: 8/3/2009 2:14:00 PM  
Printed By: LANSEL  
Printed Time: 8/17/2009 3:54:56 PM

0000557913

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

AT&T Communications of West Virginia  
C/O TAX PARTNERS, L.L.C.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
(877) 829-4141

WACHOVIA, INA  
64-022/610

0000557913

VOID AFTER 120 DAYS FROM DATE 8/17/2009

PAY Eighty One and 20/100\*\*\*\*\*

81.20

TO JEFFERSON COUNTY COMMISSION  
P.O. Box 250  
Charlestown, WV 25414

*Sandra Muthersbaugh*  
TWO SIGNATURES REQUIRED IF \$250,000 OR

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0000557913 0610002271 2000016945814

WV

West Virginia, Jefferson County E911  
Reporting Period: July 1, 2009 to July 31, 2009

AT&T Communications of West Virginia  
AT&T Communications of West Virginia  
c/o Tax Partners, L.L.C.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

Tax Identification Number  
222473234

Return Due: 08/20/2009

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	28	0	28	\$2.90	81.20
<b>Return Totals:</b>	28	0	28		81.20

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	81.20
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
Net Tax Amount to be Remitted:	<u>81.20</u>

*Barbara a g*

Barbara Gibson, Attorney-in-Fact

8/14/2009

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.



FEIN: 470807040  
 Reporting Period: 07/01/2009 to 07/31/2009  
 Amount: 211.70

Level 3 Communications LLC  
 Level 3 Communications LLC  
 c/o Tax Partners, L.L.C.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339



**RECEIVED**

AUG 24 2009

Jefferson County Commission

Drawer: Returns  
 Company: Level 3 Communications LLC  
 Entity ID: 001219  
 Entity Name: Level 3 Communications LLC  
 Return Code: WV\_JEFF\_E9  
 Return Description: West Virginia, Jefferson County E911  
 Due Date: 20  
 Year: 2009  
 Month: 07  
 Sequence Number: 1  
 Indexed Time: 8/6/2009 11:32:00 AM  
 Printed By: LANSEL  
 Printed Time: 8/18/2009 2:17:56 PM

0002091392

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Level 3 Communications LLC  
 C/O TAX PARTNERS, L.L.C.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339  
 (877) 829-4141

WACHOVIA, NA  
 64-022/610

0002091392

VOID AFTER 120 DAYS FROM DATE 8/18/2009

PAY Two Hundred Eleven and 70/100\*\*\*\*\*

211.70

TO JEFFERSON COUNTY COMMISSION  
 P.O. Box 250  
 Charlestown, WV 25414

*Sandra Muthersorge*  
 TWO SIGNATURES REQUIRED IF \$250,000 OR OVER

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⑈0002091392⑈ ⑆061000227⑆ 2000016945827⑈

WV

West Virginia, Jefferson County E911  
Reporting Period: July 1, 2009 to July 31, 2009

Level 3 Communications LLC  
Level 3 Communications LLC  
c/o Tax Partners, L.L.C.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

Tax Identification Number  
47-0807040

Return Due: 08/20/2009

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	73	0	73	\$2.90	211.70
<b>Return Totals:</b>	73	0	73		211.70

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	211.70
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
<b>Net Tax Amount to be Remitted:</b>	<b>211.70</b>

*Dena Willis*

Dena Willis, Attorney-in-Fact

8/17/2009

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.



000004HKV5

FEIN: 383483729  
 Reporting Period: 07/01/2009 to 07/31/2009  
 Amount: 34.80

ACN Communications Svcs  
 ACN Communications Services Inc.  
 c/o Tax Partners, L.L.C.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339



0000000000

Drawer: Returns  
 Company: ACN Communications Svcs  
 Entity ID: 001228  
 Entity Name: ACN Communications Svcs  
 Return Code: WV\_JEFF\_E9  
 Return Description: West Virginia, Jefferson County E911  
 Due Date: 20  
 Year: 2009  
 Month: 07  
 Sequence Number: 1  
 Indexed Time: 8/5/2009 10:55:00 AM  
 Printed By: LANSEL  
 Printed Time: 8/17/2009 1:53:20 PM

**RECEIVED**

AUG 24 2009

**Jefferson County Commission**

0002087081

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ACN Communications Svcs  
 C/O TAX PARTNERS, L.L.C.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339  
 (877) 829-4141

WACHOVIA, NA  
 64-022/610

0002087081

VOID AFTER 120 DAYS FROM DATE 8/17/2009

PAY Thirty Four and 80/100\*\*\*\*\*

34.80

TO JEFFERSON COUNTY COMMISSION  
 P.O. Box 250  
 Charlestown, WV 25414

*Sandra Muthersbough*  
 TWO SIGNATURES REQUIRED IF \$250,000 OR OVER

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ORIGINAL WATERMARK - HOLD AT AN ANGLE TO VIEW

000 208 708 1 06 1000 2 2 7 20000 169458 2 7

WV

West Virginia, Jefferson County E911  
Reporting Period: July 1, 2009 to July 31, 2009

ACN Communications Svcs  
ACN Communications Services Inc.  
c/o Tax Partners, L.L.C.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

Tax Identification Number  
38-3483729

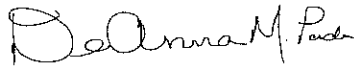
Return Due: 08/20/2009

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	12	0	12	\$2.90	34.80
<b>Return Totals:</b>	12	0	12		34.80

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	34.80
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
<b>Net Tax Amount to be Remitted:</b>	<b>34.80</b>



Deanna Paden, Attorney-in-Fact

8/17/2009

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.



FEIN: 770142404  
 Reporting Period: 07/01/2009 to 07/31/2009  
 Amount: 113.10

8x8, Inc.

c/o Tax Partners, L.L.C.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339

**RECEIVED**

AUG 24 2009



**Jefferson County Commission**

Drawer: Returns  
 Company: 8x8, Inc.  
 Entity ID: 014006  
 Entity Name: 8x8, Inc.  
 Return Code: WV\_JEFF\_E9  
 Return Description: West Virginia, Jefferson County E911  
 Due Date: 20  
 Year: 2009  
 Month: 07  
 Sequence Number: 1  
 Indexed Time: 8/5/2009 1:51:00 PM  
 Printed By: LANSEL  
 Printed Time: 8/14/2009 11:04:36 AM

0000016736

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8x8, Inc.  
 C/O TAX PARTNERS, L.L.C.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339  
 (877) 829-4141

WACHOVIA, NA  
 64-022/610

0000016736

VOID AFTER 120 DAYS FROM DATE 8/14/2009

PAY One Hundred Thirteen and 10/100\*\*\*\*\*

113.10

TO JEFFERSON COUNTY COMMISSION  
 P.O. Box 250  
 Charlestown, WV 25414

*Sandra Muthersbaugh*  
 TWO SIGNATURES REQUIRED IF \$250,000 OR OVER

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**WV**

West Virginia, Jefferson County E911  
Reporting Period: July 1, 2009 to July 31, 2009

8x8, Inc.

Tax Identification Number  
**77-0142404**

c/o Tax Partners, L.L.C.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

Return Due: 08/20/2009

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	39	0	39	\$2.90	113.10
<b>Return Totals:</b>	39	0	39		113.10

**REMIT TO:**

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	<b>113.10</b>
Less: Vendor's Compensation:	<b>(0.00)</b>
Change in Prepayments:	<b>0.00</b>
Less: Tax Credits:	<b>(0.00)</b>
<b>Net Tax Amount to be Remitted:</b>	<b>113.10</b>



Shannon Bryant, Attorney-in-Fact

8/13/2009

*I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.*



8x8, Inc.

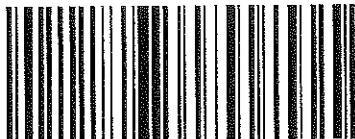
## **WE'VE MOVED**

As of August 7, 2009 our new address will be:

8x8, Inc.  
810 W Maude Ave.  
Sunnyvale, CA 94085

Please make sure you update your records with our new address. All telephone and fax numbers will remain the same.

Thank you in advance for your cooperation.



000004HGWA



0000000000

Drawer: Returns  
Company: Comtel Telcom Assets LP  
Entity ID: 012438  
Entity Name: Comtel Telcom Assets LP  
Return Code: WW\_JEFF\_E9  
Return Description: West Virginia, Jefferson County E911  
Due Date: 20  
Year: 2009  
Month: 07  
Sequence Number: 1  
Indexed Time: 8/4/2009 3:47:00 PM  
Printed By: TPULLIAM  
Printed Time: 8/13/2009 12:59:42 PM

**RECEIVED**

AUG 24 2009

**Jefferson County Commission**

Comtel Telcom Assets LP  
**c/o Tax Partners, L.L.C.**  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
(877) 829-4141

West Virginia, Jefferson County E911  
P.O. Box 250  
Charlestown, WV 25414

**WV**

West Virginia, Jefferson County E911  
Reporting Period: July 1, 2009 to July 31, 2009

Comtel Telcom Assets LP

Tax Identification Number

203237782

c/o Tax Partners, L.L.C.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

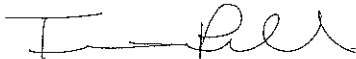
Return Due: 08/20/2009

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
<b>Return Totals:</b>	0	0	0		0.00

**REMIT TO:**

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due: **0.00**  
Less: Vendor's Compensation: **(0.00)**  
Change in Prepayments: **0.00**  
Less: Tax Credits: **(0.00)**  
Net Tax Amount to be Remitted: **0.00**



Terrance Pulliam, Attorney-in-Fact

8/13/2009

*I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.*

USD

CITIZENS CHECK/TAX

2021823.001

CHECK DATE: 8/14/2009

CHECK NO: 56204981

INVOICE NO	DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
46344 004-WVE911JEFF	8/13/2009	52,801.08	00	52,801.08
		52,801.08	00	52,801.08

841006S01 ©2004 Moore Wallace. All rights reserved. SecureScan® - Patents 5,018,767 ; 5,193,853 ; 5,707,063 - 0207

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**CITIZENS** communications  
Citizens Communications Company  
3 High Ridge Park  
Stamford, CT 06905

HSBC BANK USA  
ONE HSBC CENTER  
BUFFALO, NEW YORK 14203

50-682  
213

DATE: 8/14/2009

56204981  
NET AMOUNT

\*\*\* VOID AFTER 1 YEAR \*\*\*

**\$ 52,801.08**

DOLLAR FIVE TWO EIGHT ZERO ONE PERIOD ZERO EIGHT

PAY Fifty-Two Thousand Eight Hundred One and 08/100 Dollars

PAY TO JEFFERSON COUNTY COMMISSION  
PO BOX 250  
CHARLESTOWN WV 25414

C1107479

⑈ 56 204 98 1 ⑈ ⑆ 021306822⑆ 797 ⑈ 02973 ⑈ 7 ⑈

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180 SOUTH CLINTON AVENUE  
ROCHESTER, NY 14646-0300

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U.S. POSTAGE  
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ROCHESTER, NY  
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AUG 17 2009

Jefferson County Commission

JEFFERSON COUNTY COMMISSION  
PO BOX 250  
CHARLESTOWN WV 25414

Telecommunications Company  
CTC of West Virginia  
3 High Ridge Park  
Stamford, CT 06905

County of Jefferson E-911, WV

Jefferson County  
P. O. Box 250  
Charles Town, WV 25414

FEIN No: 06-1449041  
Report Month: Jul-09

A. Gross Line Count	18,180.00
B. Less Adjustments	0.00
C. Net Line Count	18,180.00
D. Line Rate	2.90
E. Surcharge Billed	52,722.00
F. Centrex Line Count	2,361.52
G. Centrex Line Rate	0.725
H. Surcharge Billed	1,712.10
I. Administrative Fee Rate	0.03
J. Administrative Fee Taken	1,633.02
K. Net Surcharge Remitted	52,801.08

Signature:  
Name: Joe Morabito  
Title: Tax Accountant  
Phone: 203-614-5105

Date: 8/13/2009

**RECEIVED**

AUG 17 2009

**Jefferson County Commission**



COMCAST FINANCIAL AGENCY CORPORATION  
 A Comcast Cable Communications Group Company  
 1701 JFK Boulevard  
 Philadelphia, PA 19103-2838

REMITTANCE ADVICE

No. 209698373 #55

Date : 11-AUG-09

Vendor Name : JEFFERSON COUNTY OF

Vendor No. : 258321

INVOICE NO.	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
Q209CNTYJE	04-AUG-09	2-FFKM025Q209	0.00	82,264.97
<p><b>RECEIVED</b></p> <p>AUG 17 2009</p> <p>Jefferson County Commission</p>				
<b>TOTAL</b>			0.00	82,264.97

THE FACE OF THIS DOCUMENT HAS A MULTI COLORED BACKGROUND - NOT A WHITE BACKGROUND



COMCAST FINANCIAL AGENCY CORPORATION  
 A Comcast Cable Communications Group Company  
 1701 JFK Boulevard  
 Philadelphia, PA 19103-2838



No. 209698373  
 56-15441 441  
 675528343

Date 11-AUG-09  
 Void After 180 Days

Pay Eighty-Two Thousand Two Hundred Sixty-Four Dollars And 97 Cents\*\*\*

\$ \*\*\*\*\*82,264.97

To The Order Of JEFFERSON COUNTY OF WV  
 PO BOX 250  
 CHARLESTOWN, WV 25414  
 United States

Authorized Signature

*David A. Scott*

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

209698373 044154431

675528343




Comcast Cable  
200 Cresson Boulevard  
P.O. Box 989  
Oaks, PA 19456

County of Jefferson  
P. O. Box 250  
Charles Town, WV 25414

For the Quarter Ended June 30, 2009

Basic	\$1,074,548.17
Pay	\$85,446.14
Digital	\$272,433.04
Commercial	\$1,642.08
PPV & VOD	\$47,076.46
Installation	\$22,757.95
Net Ad Sales	\$56,630.41
Shopping	\$14,013.80
Other	\$14,433.97
Total Revenue	<u>\$1,588,982.01</u>
Bad Debt / Write Off	<u>(\$22,030.31)</u>
Total Franchise Fee Base	<u>\$1,566,951.70</u>
Franchise Fee Percentage	5.00%
Franchise Fees	<u>\$78,347.59</u>
Add Fee on Fee	\$3,917.38
Total Payment Due	<u><u>\$82,264.97</u></u>

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.

  
Kathleen McGill  
Financial Analyst

**RECEIVED**

AUG 17 2009

Jefferson County Commission

WV LOTTERY  
 WEST VIRGINIA LOTTERY  
 First Benchmark  
 Charles Town  
 County / City Split  
 Fiscal Year 2009

#56

Charles Town  
 1999 Net Terminal Revenue \$ 45,603,174  
 Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.58%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
4 days ending: 7/1/09- 7/4/09	\$ 128,262.42	\$ 128,262.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/11/09	\$ 168,815.08	\$ 168,815.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/18/09	\$ 160,652.98	\$ 160,652.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/25/09	\$ 158,869.08	\$ 158,869.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/01/09	\$ 174,493.08	\$ 174,493.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/08/09	\$ 155,846.74	\$ 138,408.80	\$ 17,437.94	\$ 2,185.79	\$ 6,026.55	\$ 836.48	\$ 6,117.24	\$ 2,491.88
08/15/09	\$ 162,444.28	\$ 81,222.14	\$ 81,222.14	\$ 10,067.79	\$ 28,070.37	\$ 2,964.61	\$ 28,492.73	\$ 11,506.64
08/22/09	\$ 152,520.62	\$ 76,260.31	\$ 76,260.31	\$ 9,471.53	\$ 28,355.56	\$ 2,783.50	\$ 26,752.12	\$ 10,897.60
Subtotal	\$ 1,281,904.28	\$ 1,086,983.89	\$ 174,920.39	\$ 21,725.11	\$ 80,452.48	\$ 6,384.59	\$ 81,362.09	\$ 24,996.12

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

**WEST VIRGINIA LOTTERY  
WEEKLY SETTLEMENT FOR CHARLES TOWN**

Week Ending Date	Week Ending August 22, 2009 FY10 August 28, 2009
To be Deposited on:	
Amount Played	78,643,574.43
Amount Won	70,882,555.74
MWAP Contribution	<u>37,236.10</u>
<b>Adjusted Gross Terminal Revenue</b>	<b><u>7,943,782.58</u></b>
Administrative Costs @ 4%	317,751.30
Excess Lottery Fund @ 4%	<u>0.00</u>
Net Terminal Revenue	<b><u>7,626,031.28</u></b>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
Track Share of Capital Reinvestment @ 42% - 88%	\$ -
Track Share of Capital Reinvestment @ 42% - 4%	\$ -
<b>Adjusted Net Terminal Revenue</b>	<b><u>7,626,031.28</u></b>
Racetrack @ 46.50% / 42%	3,546,104.55
Lottery Fund @ 30% / 0%	2,287,809.39
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	533,822.19
Workers' Compensation Debt Reduction @ 7%	533,822.19
Employee Pension Fund @ 1% / .5%	76,260.31
Greyhound Development @ .75%	57,195.23
Thoroughbred Development @ .75%	57,195.23
Racing Commission @ 1%	76,260.31
County/Municipality @ 2%	152,520.62
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	104,857.93
Development Office Promotion Fund @ .375%	28,597.62
Research Challenge Fund @ .5%	38,130.16
Capitol Renovation and Improvement Fund @ .6675%	52,428.97
2004 Capitol Complex Parking Garage Fund @ .0625%	4,766.27
<b>1% Funds:</b>	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	38,130.16
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>38,130.16</u>
	<b><u>7,626,031.28</u></b>

WEST VIRGINIA LOTTERY  
 First Benchmark  
 Charles Town  
 County / City Split  
 Fiscal Year 2009

Charles Town  
 1999 Net Terminal Revenue \$ 45,803,174  
 Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.58%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
4 days ending: 7/1/09 - 7/4/09	\$ 126,262.42	\$ 126,262.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending: 07/11/09	\$ 168,815.08	\$ 168,815.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/18/09	\$ 160,852.98	\$ 160,852.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/25/09	\$ 158,869.08	\$ 158,869.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/01/09	\$ 174,493.08	\$ 174,493.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/08/09	\$ 155,846.74	\$ 136,408.80	\$ 17,437.94	\$ 2,165.79	\$ 6,026.55	\$ 636.48	\$ 8,117.24	\$ 2,481.88
08/15/09	\$ 162,444.28	\$ 81,222.14	\$ 81,222.14	\$ 10,087.79	\$ 28,070.37	\$ 2,964.61	\$ 28,492.73	\$ 11,606.64
<b>Subtotal</b>	<b>\$ 1,109,383.88</b>	<b>\$ 1,010,723.58</b>	<b>\$ 98,680.08</b>	<b>\$ 12,253.58</b>	<b>\$ 34,096.92</b>	<b>\$ 3,601.09</b>	<b>\$ 34,608.97</b>	<b>\$ 14,098.52</b>

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

**WEST VIRGINIA LOTTERY  
WEEKLY SETTLEMENT FOR CHARLES TOWN**

Week Ending Date	Week Ending August 15, 2009 FY10 August 21, 2009
To be Deposited on:	
Amount Played	83,420,758.69
Amount Won	74,922,591.29
MWAP Contribution	<u>37,527.96</u>
Adjusted Gross Terminal Revenue	<u>8,460,639.44</u>
Administrative Costs @ 4%	338,425.58
Excess Lottery Fund @ 4%	<u>0.00</u>
Net Terminal Revenue	<u>8,122,213.86</u>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
Track Share of Capital Reinvestment @ 42% - 98%	\$ -
Track Share of Capital Reinvestment @ 42% - 4%	\$ -
Adjusted Net Terminal Revenue	<u>8,122,213.86</u>
Racetrack @ 48.50% / 42%	3,776,829.44
Lottery Fund @ 30% / 0%	2,438,884.17
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	568,554.97
Workers' Compensation Debt Reduction @ 7%	568,554.97
Employee Pension Fund @ 1% / .5%	81,222.14
Greyhound Development @ .75%	60,916.60
Thoroughbred Development @ .75%	60,916.60
Racing Commission @ 1%	81,222.14
County/Municipality @ 2%	162,444.28
3% Funds:	
Tourism Promotion Fund @ 1.375%	111,680.44
Development Office Promotion Fund @ .375%	30,468.30
Research Challenge Fund @ .5%	40,611.07
Capitol Renovation and Improvement Fund @ .6875%	55,640.22
2004 Capitol Complex Parking Garage Fund @ .0625%	5,076.38
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	40,611.07
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>40,611.07</u>
	<u>8,122,213.86</u>

## Leslie D. Smith

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**From:** Pete Smith N4ZR [n4zr@contesting.com]  
**Sent:** Thursday, August 13, 2009 1:23 PM  
**To:** ldsmith@jeffersoncountywv.org  
**Subject:** PATH

Hi Leslie - would you please convey the following to the County Commissioners, since I cannot find a collective e-mail address for them. Thanks!

Dear Commissioners:

In all the discussion about PATH, the one concern that seems to resonate with many people has to do with the potential long-term health effect of exposure to the magnetic field generated by the proposed 746KV line. We can debate all day about the quality of the various studies that either confirm or reject this hypothesis, but there is an obvious hole in the discussion that should be filled before the School Board and County Commission spend, potentially, tens of thousands as interveners.

It is entirely feasible to measure the strength of the magnetic field at points adjacent to the existing 500 KV line. Knowing the amount of current being supplied when the measurement is made, it would then be a fairly simple matter to calculate the magnetic field strength that will result from the new line at its full design load. If test results indicate that the magnetic field inside or around homes or public buildings will increase as a result of the new line, that will be one thing. If they show that the additional magnetic field will be at or below the current ambient level, then there should be no incremental health concern.

I understand that some measurements have been made by interested parties to the PATH dispute, using an inexpensive magnetic field meter, and that these measurements show no detectable field from the current line at any distance from the right-of-way. I doubt that this will ever persuade anyone who is concerned about health effects, however. Instead, an impartial expert should be brought in to make the measurements using professional equipment and interpret the results. To eliminate concern that either side has bought and paid for "expert testimony," the PATH partners and the anti-PATH group could agree on an expert to do the work, paid for equally with some of the money that will otherwise be spent on lawyers in Charleston.

How about it?

Pete Smith

*Completed  
#57*

58

600 Baver Street  
Clarksburg, WV 26301  
August 14, 2009

Jefferson County Commission  
Dale Manuel, President, [dmanuel@frontiernet.net](mailto:dmanuel@frontiernet.net)  
Jim Surkamp, Vice President, [jsurkamp@comcast.net](mailto:jsurkamp@comcast.net)  
Lyn Widmyer, Commissioner, [lwidmyer@jeffersoncountywv.org](mailto:lwidmyer@jeffersoncountywv.org)  
Frances Morgan, Commissioner, [fmorgan@jeffersoncountywv.org](mailto:fmorgan@jeffersoncountywv.org)  
Patsy Noland, Commissioner, [pnoland@jeffersoncountywv.org](mailto:pnoland@jeffersoncountywv.org)  
Via Fax (304) 725-7916 and E-mail

Dear Commissioners:

Acting as a private citizen, who happens to be an attorney, and not on behalf of any particular client, it has come to my attention that last night the Jefferson County Commission voted to cancel the public non-partisan workshop "How to Run for Public Office," which had been previously approved to occur at the courthouse this Saturday, August 15, 2009 and which had been heavily advertised to members of the public, over an alleged "Tea Party" connection and, furthermore, that the Commission voted to forever ban all "Tea Party" activities from the courthouse. I viewed the online recording of your meeting from last night and the discussion was unenlightening to say the least.

I am writing this letter to inform you that you have violated the constitutional rights of your citizens and that, should this workshop not be allowed to occur tomorrow and the resolution banning all "Tea Party" activities rescinded, you may find yourselves embroiled in expensive litigation which I believe you would ultimately lose. I encourage you to show this letter to your legal counsel today so that you may receive competent and prompt legal counsel as to this matter.

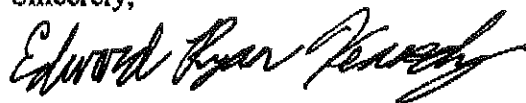
Title 42, Section 1983 of the United States Code allows persons who believe their federal constitutional rights have been violated by a state or local government official, including freedom of speech and assembly, to sue that official both in their official and personal capacities. In the case of the violation being committed by a local government entity, such as a county commission, the entity itself can also be sued. *Will v. Michigan Dept. of State Police*, 491 U.S. 58 (1989). If a citizen wins such a lawsuit, they can both claim monetary damages and attorneys' fees and costs which can sometimes exceed \$500,000.

The Commission is required to provide access to the courthouse facilities on a viewpoint neutral basis. Government regulations that discriminate on the basis of viewpoint cannot be tolerated under the First Amendment. *Rosenburger v. Rector and Visitors of Univ. of Va.*, 515 U.S. 819,

829 (1995). "The government must abstain from regulating speech when the specific motivating ideology or the opinion or perspective of the speaker is the rationale for the restriction." *Id.*

The Supreme Court case law is crystal clear that the fact that you may not agree with the viewpoints or opinions of a particular group of citizens does not mean that you can discriminate against them in the use of your facilities. Hence, I encourage you to allow this educational workshop to go forward on Saturday and to prospectively treat all persons equally, regardless of their political affiliation and opinions.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Ryan Kennedy". The signature is written in a cursive, flowing style.

Edward Ryan Kennedy

Leslie D. Smith

59

**From:** JCC [info@jeffersoncountywv.org]  
**Sent:** Monday, August 24, 2009 9:45 AM  
**To:** ldsmith@jeffersoncountywv.org  
**Subject:** Fw: CC Agenda 8-20-09

-----Original Message-----

**From:** "gil narro garcia" <gilnarrogarcia@comcast.net>  
**Sent:** 8/17/2009 5:26:57 PM  
**To:** info@jeffersoncountywv.org  
**Subject:** Re: CC Agenda 8-20-09

As per your request that taxpayers/voters/residents submit comments on agenda items, please give serious consideration to the following item:

" 15. Salary Equity Motion: I move that the 500,000 dollars placed in the Salary and Benefits account be utilized to fund the salary equity issue "

It would behoove the Commssioners to identify who is proposing this and the rationale for it. Simply listing agenda items in truncated form DOES NOT INFORM CITIZENS about plans and votes and their impact on County policies, practices and budgets. Give me a break!

I also note another entry regarding funding for the local free clinic. In short, given the ongoing shortfall for the public libraries and now the clinic, salary equity issues for public employees who have jobs and health insurance should take a distant last place. Just vote to deny such an outrageous motion.

Sincerely,

GNGarcia

#60

**Leslie D. Smith**

---

**From:** JCC [info@jeffersoncountywv.org]  
**Sent:** Monday, August 17, 2009 9:27 AM  
**To:** cchalmers@jeffersoncountywv.org; ldsmith@jeffersoncountywv.org  
**Subject:** Fw: advanced Planning Commission agenda

-----Original Message-----

**From:** "gil narro garcia" <gilnarrogarcia@comcast.net>  
**Sent:** 8/17/2009 8:22:41 AM  
**To:** info@jeffersoncountywv.org  
**Subject:** Re: advanced Planning Commission agenda

As per your request that taxpayers/concerned citizens submit comments on agenda items, please give serious consideration to my response to the following:

#4: "Request by James and Barbara Gibson for a variance to extend the bonding and recordation period of 90 days for a period of one year for the Allstadt's Corner Subdivision (PC File #07-10)...."

This request should be denied. If the developers are not prepared to comply with the approved date, whatever approvals they have received should be allowed to lapse. The developers should be required to resubmit the necessary requests at whatever future date they deem. Besides, you should be transparent and post the reasons given by the developer.

The principal reasons for denying an extension are that the development, while apparently approved by the Planning Commissioners because papers were in order is, nevertheless, the wrong development for this very important and visible site. Secondly, I strongly suspect that the developers simply want to wait out the criticism they have received to date and strike at their convenience. Third, the developers stand to gain by not having to refile and pay the new filing fees if they are given the extension.

You should not be in the business of crediting the lack of preparation of any developer. Just say NO!

Dear County Commissioners:

As a patron of the Shepherdstown Public Library, I am asking you to reinstate the \$20,000 in funding that was cut from our library's budget for fiscal year 2010. A cut in funding such as this will result in fewer materials, shorter hours and cuts in the programs that are so important to our community. Please consider restoring this money to our public library. It is money well spent, and benefits the entire community, from children's programs to job searches to Internet access.

We need our free, public libraries now more than ever!

Thank you,

Signature

Printed Name RICHARD E HONANER

Address 855 WILLOWDALE DRIVE

City, State, Zip SHEPHERDSTOWN W.V. 25443

(Paid for by Friends of Shepherdstown Library)

Dear County Commissioners:

As a patron of the Shepherdstown Public Library, I am asking you to reinstate the \$20,000 in funding that was cut from our library's budget for fiscal year 2010. A cut in funding such as this will result in fewer materials, shorter hours and cuts in the programs that are so important to our community. Please consider restoring this money to our public library. It is money well spent, and benefits the entire community, from children's programs to job searches to Internet access.

We need our free, public libraries now more than ever!

Thank you,

Signature

Printed Name Elizabeth Healey

Address 363 Nansfield Drive

City, State, Zip Harpers Ferry, WV 25425

(Paid for by Friends of Shepherdstown Library)

Dear County Commissioners:

As a patron of the South Jefferson Public Library, I am asking you to reinstate the \$20,000 in funding that was cut from our library's budget for fiscal year 2010. A cut in funding such as this will result in fewer materials, shorter hours and cuts in the programs that are so important to our community. Please consider restoring this money to our public library. It is money well spent, and benefits the entire community, from children's programs to job searches to Internet access.

We need our free, public libraries now more than ever!

Thank you,

Signature

Printed Name

XAVIER VILA