

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, AUGUST 4, 2011**  
**9:30 A.M.**

County Commission Meeting Room  
located at the Old Charles Town Library  
200 E. Washington Street, Charles Town, WV

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

**APPROVAL OF PURCHASE ORDERS**

**APPROVAL OF ACCOUNTS PAYABLE**

**PUBLIC COMMENT**

**PRESENTATIONS:**

1. 9:45 a.m. Angie Banks, Assessor  
- Exonerations - Discussion/Action
2. 10:00 a.m. Tim Boyde, County Administrator and Ed Slonaker, Morgan Financial Group  
- Decision on renewal of Health Insurance - Discussion/Action
3. 10:30 a.m. **BREAK**
4. 10:45 a.m. Interviews and Appointments to the following:  
- Jefferson County Emergency Services Agency - One unexpired term ending November 2, 2013  
- Jefferson County Parks and Recreation - One unexpired term ending June 30, 2012
5. 11:15 a.m. Jeff Polczynski, Communications Director  
- Computer-Aided Dispatch (CAD) Overview
6. 11:30 a.m. Todd Fagan, Addressing Coordinator  
- Update on Address Compliance Program - Discussion/Action

**NEW BUSINESS:**

7. Community Participation Grant Program - Approval of pass thru Grant Contract, Resolution and Agreement for Briggs Animal Adoption Center \$20,000 - Discussion/Action

8. Community Participation Grant Program - Approval of pass thru Grant Contract, Resolution and Agreement for Animal Welfare Society \$10,000 - Discussion/Action
9. Community Participation Grant Program - Approval of pass thru Grant Contract, Resolution and Agreement for Jefferson County Black History Preservation Society - Fisherman's Hall \$4,500 - Discussion/Action
10. Community Participation Grant Program - Approval of pass thru Grant Contract, Resolution and Agreement for Jefferson County Black History Preservation Society - Star Lodge/Locke House \$2,000 - Discussion/Action
11. Community Participation Grant Program - Approval of pass thru Grant Contract, Resolution and Agreement for Jefferson County Black History Preservation Society - Star Lodge/Locke House \$17,400 - Discussion/Action
12. Community Participation Grant Program - Approval of pass thru Grant Contract, Resolution and Agreement for Jefferson County Black History Preservation Society - Webb-Blessing House \$17,400 - Discussion/Action
13. Approval of revised Purchasing Card Procedures - Discussion/Action
14. Discuss topics and date for Council of Governments Roundtable Meeting

#### **COUNTY ADMINISTRATOR REPORTS**

#### **COUNTY COMMISSION REPORTS**

#### **ADJOURN**

#### **CORRESPONDENCE:**

Weekly settlement reports for the Charles Town Races received from the West Virginia Lottery, week ending July 16, 2011.

Weekly settlement reports for the Charles Town Races received from the West Virginia Lottery, week ending July 23, 2011.

Copy of check from Comcast in the amount of \$90,684.26 as the County Commission's portion of fees collected.

Letter received from Matthew Harris in reply to the Commission's notice to seek additional work space for county employees.

*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.*

Invitation received from First Books for Babies to join them on August 10, 2011 in Jefferson Memorial Hospital's first floor conference room for the presentation of its 1,000<sup>th</sup> book to a new baby.

Received from Harpers Ferry National Historical Park, Community Bulletin for August 2011.

Invitation received from Mayor Peggy A. Smith to attend the celebration of the 225<sup>th</sup> Anniversary of the City of Charles Town during the Charles Town Heritage Festival on Saturday, September 17<sup>th</sup>, 2011 at ten o'clock in the morning on the front steps of Charles Town City Hall.

*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.*

## Minutes

### Jefferson County Commission

Wednesday, July 28, 2011

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A meeting of the Jefferson County Commission was held on Thursday, July 28, 2011 in the County Commission meeting room at the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Patricia Noland, Dale Manuel, Frances Morgan, Lyn Widmyer and Walt Pellish; Tim Boyde, County Administrator, Debbie Stellato, Administrative Assistant and Jimmy Eddy, Bailiff. (An audio tape of this July 28, 2011 meeting is available through the Jefferson County Commission Office.)

The meeting was called to order at 9:30 a.m. by Commissioner Noland.

#### PLEDGE OF ALLEGIANCE

Commissioner Pellish led the Pledge of Allegiance.

#### APPROVAL OF MINUTES

Motion by Ms. Morgan to approve the Minutes of the July 20, 2011 meeting as presented. Motion seconded by Mr. Manuel and unanimously approved.

#### APPROVAL OF PURCHASE ORDERS

Motion by Mr. Manuel to approve Purchase Orders in the amount of \$42,060.15, being purchase order numbers: 53153, 50412, 52917, 53204, 53248, 53065, 49560, 49544, 49387, 53253, 53072, 53073, 53077, 53078, 49439, 52987, 52988, 52990, 49438, 53079, 53080, and 53089. Motion seconded by Ms. Morgan and unanimously approved.

#### APPROVAL OF ACCOUNTS PAYABLE:

Motion by Ms. Morgan to approve the accounts payable in the amount of \$462,240.48. Motion seconded by Mr. Pellish and unanimously approved.

#### PUBLIC COMMENT

Thomas Cardamone offered comments regarding Koonce Road.  
David Tabb offered comments regarding Koonce Road.

#### PRESENTATIONS:

1. **Angie Banks, County Assessor: (a) exonerations and, (b) explanation of vehicle values.**

#### NOTICE OF APPORTIONMENT OF JOINTLY OWNER MOTOR VEHICLES

Upon presentation by Angela Banks, Assessor, motion by Ms. Morgan, second by Mr. Manuel to approve the Notice of Apportionment of Jointly Owned Motor Vehicles filed by a certified copy of a final divorce order entered under provisions of section fifteen, article two, chapter forty-eight of the West Virginia Code, in the amount of

\$380.52 for the following:

NAME	HUSBAND/WIFE	ASSESSED VALUE	TAXES DUE
Robert Main	Husband	\$ 6,000.00	\$158.55
Ann M. Roina	Wife	\$ 8,400.00	\$ 221.97
<b>TOTAL TAXES DUE:</b>			<b>\$ 380.52</b>

Angie Banks, County Assessor, requested exoneration for Kerstin Budlong in the amount of \$18.12. Motion by Mr. Manuel to approve exoneration of \$18.12 for Kerstin Budlong, Ticket No. 300926. Motion seconded by Mr. Pellish and unanimously approved.

Angie Banks, County Assessor, requested exoneration for Erdem I. Ergin in the amount of \$176.72. Motion by Ms. Morgan to approve exoneration of \$176.72 for Erdem I. Ergin, Ticket No. 307217. Motion seconded by Mr. Manuel and unanimously approved.

Angie Banks, County Assessor, requested exoneration for Dorothy M. Lewis in the amount of \$117.81. Motion by Ms. Morgan to approve exoneration of \$117.81 for Dorothy M. Lewis, Ticket No. 17891. Motion seconded by Ms. Widmyer and unanimously approved.

Name	District	Type	Ticket #	Amount
Kerstin Budlong	Charles Town	Personal Property	300926	\$18.12
Erdem I. Ergin	Harpers Ferry	Personal Property	307217	\$176.72
Dorothy M. Lewis	Kabletown	Real Estate	17891	\$117.81

Ms. Banks explained the reasons for the increase in vehicle assessments for 2011.

**2. Bill Polk, Maintenance Director and Sheriff Shirley –**

Request to transfer authority and administrative operations of Animal Control personnel from Bill Polk, Maintenance Director, to the Jefferson County Sheriff’s Department.

Motion by Ms. Widmyer to approve the transfer of authority and administrative operations of Animal Control personnel from Bill Polk, Maintenance Director, to the Jefferson County Sheriff’s Department, with staff to prepare a Resolution setting forth the reasons for the transfer, and to authorize the President to execute the Resolution on behalf of the Commission. Motion seconded by Ms. Morgan and carried 4 to 1, with Mr. Pellish voting “against.”

**Bill Polk, Maintenance Director –**

- (a) Request for approval of employment of a full-time auto mechanic in the Maintenance Department.

Motion by Mr. Manuel to approve the employment of Douglas Wright as a full-time auto mechanic in the Maintenance Department working a 40 hour work week with a starting salary of \$40,900.00. Motion seconded by Mr. Pellish and carried 3 to 2, with Ms. Widmyer and Ms. Morgan voting "against."

(b) Request for approval of employment of a full-time carpenter in the Maintenance Department.

Motion by Mr. Pellish to approve the employment of Leonard Thomas as a full-time carpenter in the Maintenance Department working a 40 hour work week with a starting salary of \$40,900.00. Motion seconded by Mr. Manuel and carried 3 to 2, with Ms. Widmyer and Ms. Morgan voting "against."

3. **Roger Goodwin, Chief County Engineer** – Request that the County Commission approve the potential hire of a Land Development Inspector for the Engineering Department and authorize placement of ads in the appropriate media in order to fill the position.

Motion by Mr. Pellish to authorize Mr. Goodwin to place ads in the appropriate media for the potential hire of a Land Development Inspector for the Engineering Department. Motion seconded by Mr. Manuel and unanimously approved.

**The Commission took a 5-minute break at 10:45 a.m.**  
**The Commission reconvened the meeting at 10:52a.m.**

#### **COUNTY ADMINISTRATOR REPORTS:**

##### **County Administrator Tim Boyde:**

- Mr. Boyde requested to remove the health insurance discussion from this week's agenda and stated that a proposal would be presented to the Commission by Ed Slonaker next week.
- Reported that he had received several inquiries with regard to the ad that was placed soliciting properties for potential new office space for the County government. He is responding to the inquiries and scheduling visits to the properties.
- Reported that he had received several resumes for the position of Chief Financial Officer. He is holding them until all resumes are in.
- He reported that he is continuing negotiations with the insurance companies and the building lease as directed by the Commission.
- Within the next week or two, Todd Fagan will come before the Commission to discuss the next phase of the addressing process and talk about enforcing the ordinance. Mr. Boyde and Mr. Fagan are presently attempting to schedule a press conference.
- Advised that Jeff Polczynski will offer an overview of CAD, the Computer Assisted Dispatch system at next week's meeting.
- Last year the County purchased four new vehicles and they arrived yesterday, Wednesday, July 27, 2011 – the new Homeland Security vehicle and several maintenance vehicles.
- He announced that Todd Fagan has been elected Vice President of the West Virginia GIS Association.
- Reported that he worked on the Capital Improvement Plan and will have that information to the Commission shortly.

#### **PRESENTATIONS continued:**

6. **Kristen Ringstaff, William H. Gordon Associates, Inc.** – presentation on behalf of U.S. Customs and Border Protection re: proposed closure of Koonce Road along the front of the U.S. Customs Facility in Harpers Ferry.

Mark Dyck of William H. Gordon Associates, Inc. advised the Commission about the intentions of U.S. Customs and Border Protection with regard to Koonce Road. Chris White of U.S. Customs and Border Protection assured residents that no homes were located in the vicinity of the work to be done.

Ms. Morgan made a motion that the Commission allow the residents attending this meeting to offer their comments. Ms. Widmyer seconded the motion. Ms. Morgan closed the motion. The motion failed 2 to 3, with Mr. Manuel, Ms. Noland and Mr. Pellish voting "against."

Mr. Manuel made a motion that the Commission send a letter to the West Virginia Division of Highways suggesting that they hold a public hearing on the Koonce Road closing. Ms. Widmyer seconded the motion. Mr. Manuel closed the motion and it was unanimously approved.

**7. Mark Schiavone, Director of Capital Planning and Management – request approval of increasing the impact fee fundable amount for the Citizens Fire Company generator from \$100,000 to \$154,900.**

Motion by Ms. Widmyer to approve increasing the impact fee fundable amount for the Citizens Fire Company generator from \$100,000 to \$154,900. Motion seconded by Mr. Manuel and unanimously approved.

**Mark Schiavone – request approval of Revision of the General Fund (Fund 001).**

Motion by Mr. Manuel to approve the revision of the General Fund (Fund 001) as presented. Motion seconded by Mr. Pellish and unanimously approved.

**NEW BUSINESS:**

**8. Review the Capital Outlay Account and the County Commission Other Contribution Account and discuss priorities for the distribution of funds in these accounts, including designating a fund reserve as savings. (LW)**

The Commissioners discussed the Capital Outlay Account and the Other Contribution Account and methods of determining priorities for the distribution of funds in these accounts. No action was taken. Mr. Boyde will continue to work on a draft of the Capital Improvement Plan for the Commission's review.

**COUNTY COMMISSIONER REPORTS:**

**Commissioner Widmyer:**

- Attended the Sustainability Summit hosted by the American Public University (APU).
- Attended a work session on funding the Jefferson County Emergency Services Agency.
- Attended the Volunteer Recognition luncheon hosted by Homeland Security.

**Commissioner Manuel:**

- Attended a Parks & Recreation Commission meeting.

**Commissioner Morgan:**

- Attended the Volunteer Recognition luncheon hosted by Homeland Security.

- Attended the Sustainability Summit hosted by the American Public University (APU).
- Attended an Historic Landmarks Commission meeting.

**Commissioner Pellish:**

- By invitation, attended an event called “Energy Express” where he read to children at Ranson Elementary School.
- Attended a Planning Commission meeting.

**Commissioner Noland:**

- Attended a Rotary Club meeting.
- Escorted Governor Tomblin on a tour of the County Courthouse.

**The Commission broke for lunch at 12:15 p.m.**

**The Commission reconvened the meeting at 1:45 p.m.**

**AFTERNOON SESSION**

**Mark Schiavone, Director of Capital Planning and Management – Work Session on Impact Fees**

Presentation by Mark Schiavone.

Public Comments By: Gary Kable, Board of Education  
 Susan Walls, Superintendent of Schools  
 Adam Shively, Realtor, Keller Williams, 4 State Real Estate, LLC  
 Jimmy Pierson, Parks & Recreation Commission  
 Jenifer Myers, Interim Director, Parks & Recreation Commission  
 Lt. Tom Hansen, Jefferson County Sheriff’s Department

Motion by Ms. Morgan to adjourn the meeting. Motion seconded by Ms. Noland and unanimously approved. Upon rising at 3:20 p.m. the meeting was adjourned until Thursday next, August 4, 2011 at 9:30 a.m.

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PATRICIA A. NOLAND, PRESIDENT

4

Commission Office Use Only  
Date on Agenda:  
Appt Time or New Business:

AGENDA REQUEST FORM

~~APPROVED~~  
HOLD  
OVER  
FOR MORE  
INFO  
~~7-20-11~~  
SEND  
DO RESOLUTION  
FOR  
MIKE  
ALVAREZ

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5-10 min

Date Requested – 1<sup>st</sup> Choice: 7/14/2011

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

Subject: **Interview and Appointment to the Jefferson County Emergency Services Agency for an unexpired term ending November 2, 2013 (Citizen)**

Please provide the County Commission with a description of your request or presentation, including any background information: **Appointment is needed as a member of the ESA has resigned.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **motion to approve \_\_\_\_\_ for an unexpired term ending November 2, 2013 as a citizen member of the Jefferson County Emergency Services Agency.**

Attachments:

Office Outlook Web Access | Type here to search | This Folder | Address Book | Options | Log Off

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**Mail** | Reply | Reply to All | Forward | Move | Delete | Close

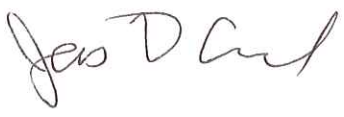
**JCFRB LETTER**  
 ffcarlson19@aol.com [ffcarlson19@aol.com]

**Sent:** Wednesday, May 11, 2011 7:20 PM  
**To:** Jason Carlson

To the Jefferson County Commission,

I am writing this letter to the Jefferson County Commission for consideration for the open spot on the Jefferson County Emergency Services Board.  
 I am a former volunteer firefighter/emt of thirty years and with my vast knowledge of volunteer and paid departments, I feel I would be a valuable asset to the board. In 2007 I walked away from the volunteer fire service to pursue other interests and although I am not a member of any department, I still deal with some departments in the county on a strictly business relationship. Not only do I have business with departments in Jefferson County, but also Washington County, Maryland; Pennsylvania; and Virginia. I also assist departments with budget and finance matters for each years budget regarding vehicle maintenance. As a resident of Jefferson County for 21 years, I feel this is a way for me to help Jefferson County Fire/EMS to reach all goals possible in a timely and efficient manner.

Sincerely,  
 Jaon T. Carlson



Deleted Items (1)  
 Drafts [34]  
 Inbox (6)  
 Junk E-mail  
 Sent Items (1)  
 Click to view all folders ✓  
 (Custom Expiration)Manag...  
 maggie  
 nick rodites  
 Manage Folders...

**Sandy McDonald**

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**From:** "frank mccluskey" <frankmccluskey11@gmail.com>  
**To:** <sandy@jeffersoncountywv.org>  
**Sent:** Saturday, July 16, 2011 4:25 PM  
**Subject:** Citizens Position for the JCESA Board

I would like to express my interest in the citizen's position for the Jefferson County Emergency Services Agency Board. I am currently serving on Charles Town Utility Board because of my knowledge of water hydrants and pressure. I live in Huntfield in Charles Town.

I am a life member of the Mahopac Falls Volunteer Fire Department outside of New York City where I was chief in 2000 and 2001. I served as ambulance captain, training officer and often interfaced with zoning boards and county executives. I have taken many courses at the New York State Training Academy and the National Fire Academy in Emmitsburg, Maryland I have done a lot of firehouse and EMS training over the years. I am the author of two books on fire, one of which THOUGHTS ON FIRE, LIFE LESSONS OF A VOLUNTEER FIREFIGHTER has been translated into Korean after selling well in America and England. I am recently retired as Chief Academic Officer of the American Public University System in Charles Town. I have been a speaker all over the world including two 9-11 events at the Independent Fire House. For my references I can have letters sent from General Julius Becton, former head of FEMA and numerous fire officers in and around New York City. I am currently not affiliated with any emergency agency in Jefferson County.

I know emergency service, their challenges and political realities. I would be glad to serve.

--

"Dr Frank" McCluskey

Kabletown

Shepherdstown

**Sandy McDonald**

**From:** "Lyn Widmyer" <lynwidmyer@gmail.com>  
**To:** "Sandy Slusher McDonald" <sandy@jeffersoncountywv.org>  
**Sent:** Friday, July 22, 2011 1:41 PM  
**Subject:** Fwd: JCESA vacancy  
Just wanted to make sure you got this! Lyn

----- Forwarded message -----

**From:** **Robert A Murto** <murtomurto@aol.com>  
**Date:** Fri, Jul 22, 2011 at 1:31 PM  
**Subject:** JCESA vacancy  
**To:** [LynWidmyer@gmail.com](mailto:LynWidmyer@gmail.com)

Robert A Murto  
887 Cherry Run Rd  
Harpers Ferry, WV 25425 (Bakerton)  
[304-876-0627](tel:304-876-0627)  
C [304-702-5014](tel:304-702-5014)

Dear Members of the County Commission,

I would like to apply for the vacancy on the Jefferson County Emergency Services Agency. Position expires November 2, 2013.

**My qualifications are as follows:**

**AAS Fire Science and Safety, Shepherd University**  
**BSBA Business Management, Southeastern University**  
**MS Safety Studies (OSHA), West Virginia University**

**Specialized training:**

**WV State Certification as Professional Firefighter #94**  
**NFPA Certification #56**  
**Certified as EMT last in June 2009**

**also trained in:**

**Incident Command**  
**Tactical Operations for Company Officers**  
**Hazardous Materials/Incident Analysis**  
**Instructional Training Techniques**  
**Building Construction for Fire Suppression Forces**  
**Firefighter Health and Safety**  
**BOCA Code/Construction Estimate/Planning**  
**NIMMS**  
**NFPA Bloodborne Pathogens Safety**

I do hope my credentials are satisfactory. I am currently retired and I would be honored to serve on the JCESA.

Sincerely,

Robert A Murto Sr

Nichelle Hosby

Harper  
Ferry

**From:** Kitchner, Russell [RKitchner@APUS.EDU]  
**Sent:** Thursday, July 28, 2011 10:39 AM  
**To:** nhosby@jeffersoncountywv.org  
**Subject:** Emergency Services Board

Dear Ms. Hosby:

Please excuse the delay in submitting my formal indication of my willingness to serve as a citizen representative to the Emergency Services Board. As we discussed on the phone earlier this week, my work in governmental relations involves spending much of my time either in DC, or trying to keep up with what is going on in DC. The current environment is making that a challenge.

That said, I remain genuinely interested in visiting with you and Commission members to determine if my background and interests would be useful to the work of the Agency. Although I am a relative newcomer to WV, I am sincerely committed to offering my time and talents to advance the safety and welfare of my community and the surrounding area. As Jefferson County continues to be a primary economic driver for the State of West Virginia, and an increasingly desirable place of residence for individuals who work in the Greater DC metropolitan area, the quality of emergency services becomes that much more critical to the image and vitality of the region.

I am in DC all day today, and I recall that you were going to try to arrange some conference calls. If it is convenient to do so, please call my office phone at the number below. I will be out of my office from 11 - 12, and from 1:30 to 4:00. I realize that doesn't leave much room, but this is just a very busy time for everyone. I am also willing to visit late this afternoon if that works better at your end.

Thank you.

Russell

Dr. Russell S. Kitchner  
Vice President for Regulatory and Governmental Relations American Public University System  
701 8th St. NW, Suite 650  
Washington, DC 20001  
Phone: (202) 261-4034  
Fax: (304) 724-0956  
Cell: (703) 268-8689

This message is private and confidential. If you have received it in error, please notify the sender and remove it from your system.

Nichelle Hosby

Harpers  
Ferry

**From:** cheryl beuning [cheryl.beuning@gmail.com]  
**Sent:** Wednesday, July 27, 2011 3:57 PM  
**To:** nhosby@jeffersoncountywv.org  
**Subject:** Jefferson County Emergency Services Agency Board Position

Good Afternoon,

I am contacting you to let you know of my interest in the opening I have been informed of on your Board. I understand that what your agency is striving to accomplish is a unity and uniformity between the 5 Jefferson County Volunteer Fire Stations.

I have lived at 253 Persimmon Pear Ln, Harpers Ferry, WV for over 3 years now. I have watched the different EMS Departments at work, from a Motorcycle Accident in the middle of Rt 340 which I witnessed, was first to the victim, and helped the responding EMT's. To a neighbors house fire. To visiting with the volunteers at local Fairs and Carnivals.

I have always had a great deal of respect and admiration for foks that will put their life out there to help others.

Thank you for your time.

Cheryl Beuning

--  
cjbeuning  
KOCJB @ 147.300

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
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**AGENDA REQUEST FORM**

Name: Nichelle Hosby

Department or Entity: Co. Commission

Estimation of amount of time needed for appointment: 10-15 minutes

Date Requested – 1<sup>st</sup> Choice: 8/4/11

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

**Subject: Interview and Appointment to the Jefferson County Parks and Recreation Commission – Unexpired term ending June 30, 2012**

Please provide the County Commission with a description of your request or presentation, including any background information:

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve \_\_\_\_\_ to the Jefferson County Parks and Recreation Commission for an unexpired term ending June 30, 2012.**

Attachments:

Jefferson County Commission  
Application for Boards, Committees or Commissions

Please type or print information

NAME: Ann Nowaz  
HOME ADDRESS: PO Box 219 Ranson, WV 25438  
HOME TELEPHONE NUMBER: 304/725-4849  
WORK ADDRESS: ~~WV~~ 400 Maryland Ave, SW, WASH, DC  
WORK PHONE NUMBER: 202/401-5344  
MOBILE PHONE NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
MAGISTERIAL DISTRICT: \_\_\_\_\_  
PARTY AFFILIATION (Building Commission applicants only) \_\_\_\_\_  
OCCUPATION: Management + Program Analyst  
LENGTH OF RESIDENCY IN JEFFERSON COUNTY: 40+  
EDUCATION: HIGH SCHOOL Yes  
COLLEGE 2 1/2 yrs  
TRADE OR BUSINESS SCHOOL \_\_\_\_\_  
LIST QUALIFICATIONS FOR THIS POSITION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF BOARD, COMMITTEE OR COMMISSION APPLYING FOR:  
Park + Recreations

ORGANIZATION MEMBERSHIPS & POSITIONS HELD: Treasurer in NAACP, Jefferson County Dem Women, Order of Eastern Stars

Signature: Ann Nowaz Date: 7/20/2011

*This application is good for and will be retained for two (2) years in accordance with the Administrative Policies and Procedures Policy. In order to be considered for appointment, a new application must be submitted.*

## Nichelle Hosby

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**From:** Jill B [jillctwv2@yahoo.com]  
**Sent:** Thursday, July 21, 2011 2:59 PM  
**To:** nhosby@jeffersoncountywv.org  
**Subject:** Parks & Recreation Board vacancy

Dear Constituents,

It has been brought to my attention that there is a one year vacancy on the Parks & Recreation Board. Having served on this Board over a decade ago, I am most interested in devoting my time and energy to this cause once again.

My passion for the outdoors is evident both academically, professionally and, recreationally. My undergraduate degree in Public Relations and Recreation Administration led to a 4 year position at WVU in the Recreation/Intranural Department. I also worked for Whitetail Ski Resort as a ski instructor for 13 years, as well as administrating the Childrens Ski School program. In the off season I worked in the Marketing Dept. for SnowTyme, Inc. attending trade shows, and promoting the resorts. Locally, I have worked for River & Trails Outfitters doing marketing and sales work during the summers.

Perhaps most significantly, my spare time is spent enjoying local outdoor recreation. An avid biker on the C & O Canal, kayaker on the Potomac and Shenandoah Rivers, and cross country skier wherever I can find enough snow, I just plain enjoy local recreation. As a soccer mom to my 2 sons, as well as tennis, triathlon, and snowboard mom, I realize the importance in local team sports to the community. I understand just how important structured, as well as unstructured programs help shape and motivate our kids.. As a teacher at Charles Town Middle, I understand the need for a broad range of recreational pursuits for children of all ages, especially in these challenging times.

I hope you will give my application some serious consideration. I am quite serious about recreation, and feel it has helped shape myself and my sons into appreciating all forms of recreation on a local level. Jefferson County is becoming more and more of a mecca for outdoor recreation and our facilities have expanded significantly in the 30 years I have lived here. I would enjoy keeping this an ongoing trend.

Appreciatiely,

Jill B. Nau  
55 Baltusrol Dr.  
Charles Town, WV 25414  
304-820-6862

**Jefferson County**  
**Local Emergency Planning Committee**  
 C/O Jefferson County Homeland Security  
 And Emergency Management  
 28 Industrial Blvd., Suite 101  
 Kearneysville, WV 25430  
 Telephone: 304-728-3290 ~ Fax: 304-728-3320



July 12, 2011

RECEIVED

JUL 15 2011

Jefferson County Commission  
 P.O. Box 250  
 Charles Town, WV 25414

JEFFERSON COUNTY COMMISSION

Commissioners:

The Jefferson County Local Emergency Planning Committee (LEPC) wishes to go on record in support of you funding Computer Aided Dispatch (CAD) in the County's Emergency Communications Center.

Some of the advantages of CAD over the card system that the 9-1-1 Center currently uses are:

- Decreased response times
- Automated Fire, Law Enforcement, EMS and Mutual Aid dispatching
- Real Time access to critical information
- Increased emergency responder safety
- Single or Multi-jurisdictional support.
- Incident tracking
- Resource tracking

CAD software increases the speed, accuracy, and reliability of the entire dispatch process and heightens responder safety by improving and expanding on critical information available from CAD to units in the field.

The Jefferson County LEPC is composed of the following disciplines: Elected State and Local Officials, Law Enforcement, Emergency Management, Fire Service, Health, Local Environmental Representatives, Hospital, Ambulance, Transportation, Media, Community Group representatives, and Owners/Operators of facilities subject to emergency planning and Community Right to Know Act Requirements.

Thank you for your consideration of a CAD system in Jefferson County.

Sincerely,

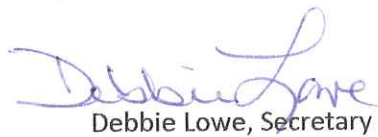
JEFFERSON COUNTY LEPC

A handwritten signature in blue ink, appearing to read "John Mills".

John Mills, President

A handwritten signature in blue ink, appearing to read "John M. Sherwood".

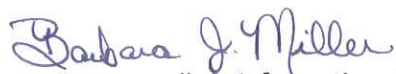
John Sherwood, V. President

A handwritten signature in blue ink, appearing to read "Debbie Lowe".

Debbie Lowe, Secretary

A handwritten signature in blue ink, appearing to read "Ed Boober".

Ed Boober, Treasurer

A handwritten signature in blue ink, appearing to read "Barbara J. Miller".

Barbara J. Miller, Information Coordinator

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>8-4-11</u></p> <p>Appt Time or New Business:</p>
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**AGENDA REQUEST FORM**

Name: Todd Fagan

Department or Entity: GIS/Addressing

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: 8/4/11

Date Requested – 2<sup>nd</sup> Choice: 8/11/11

If a specific date is needed, please provide reason for specific date:

Subject: **Update on Address Compliance Program**

Please provide the County Commission with a description of your request or presentation, including any background information: **First presented in September, 2009 and again as a GIS work plan initiative prior to adoption of current fiscal year, staff is now prepared to implement an approved Address Compliance Program to include public education, field inspection, violation notices and collaboration with emergency responders.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to approve County Staff's Address Compliance Program and Policy as presented.**

Attachments: **Summary Outline of Plan attached on following pages**



# Jefferson County GIS/Addressing E9-1-1 Address Compliance Strategic Plan



**DATE:** August 4, 2011

**SUBJECT:** E9-1-1 Addressing Ordinance Compliance Plan – Phase I

Phase I of this project plan will review buildings and driveways within County jurisdiction, evaluate posted numbers and issue warnings or notices based on that review. Phase II may enlist support from city officials to review within limits of each municipality. The basic principle is to increase number of properties that post their proper physical location address so first responders can arrive at the site of an emergency faster and with less potential for confusion.

## 1. Goals

- a. Increase public awareness of important safety issue
- b. Increase compliance rate
- c. Decrease response times
- d. Limit potential for confusion or delays in future response

## 2. Background

- a. First presented September 2009
- b. Revisited as FY2012 Work Plan Key Project, March 2011
- c. Past outreach efforts
  - i. Department website
  - ii. Stuffed notices in property assessments to County Tax District real property owners last summer
  - iii. County Fair Booth 2009 and 2010
  - iv. Properly posted number is now part of building inspection for new construction as requirement for occupancy permit
  - v. Presentations before every 5<sup>th</sup> grade class in the County this past June 2011

## 3. Field Work

- a. Field inspect driveway entrances and structures using GPS with integrated point class system to easily and efficiently grade as Compliant, Non-Compliant 1 or Non-Compliant 2
- b. Long term project, 1-2 years, Target subdivision by subdivision, word will get around

- c. Baseline sampling
    - i. 11 neighborhoods already reviewed, representing diversity of old and new, suburban and rural, residential and commercial
    - ii. 843 out of 1236 are compliant for a rate of 68%
  - d. Update maps showing compliance rates and distribution
  - e. Field inspection is an opportunity to collect missing or updated features like hydrants and roads or inspect road signs for damage or replacement
4. Communications Plan
- a. Press Release
  - b. Media Q&A interview session
  - c. Newspaper Ads
  - d. County Fair
  - e. Fire Company fund raisers
  - f. EPOHOA
  - g. Real Estate Groups
  - h. School Bus Drivers
  - i. Voter Registration
  - j. Libraries
  - k. TV Channel
  - l. Web site
  - m. Commission Updates
  - n. Seeking help from agencies that issue business licenses
5. Enforcement
- a. Friendly warnings as first notice
  - b. Violation Notices per ordinance
  - c. Possible misdemeanor charge and/or fines
6. Benefits of Compliance
- a. Public Safety
    - i. Assist Emergency responders (law, fire, EMS)
    - ii. Potential to study correlation between posted addresses and response
  - b. Assist School bus drivers
  - c. Assist County staff like appraisers, building inspectors, emergency managers
  - d. Assist USPS and other commercial deliveries
  - e. Can assist voter registration, Sheriff's Tax Office and Assessor with mailing address errors

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>8-4-11</u></p> <p>Appt Time or <u>New Business:</u></p>
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**AGENDA REQUEST FORM**

Name: Sandy McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: August 4, 2011

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

**Subject: Community Participation Grant Program - Contract, Resolution and Agreement - Briggs Animal Adoption Center**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of pass thru grant contract, resolution and agreement**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the contract, resolution and agreement for the Governor's Community Particiaption Grant for Briggs Animal Adoption Center and to authorize the President of the Commission to affix her signatures to the appropriate documents**

Attachments: Contract, Resolution and Agreement

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

The County Commission of Jefferson County, met on August 4, 2011 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Briggs Animal Adoption Center. The project will include the enclosure of an existing pavilion and the purchase of computers and related equipment to improve office technology systems with funds made available through the Governor's Community Participation Grant program in the amount of \$20,000.

**NOW, THEREFORE BE IT RESOLVED**, that the Jefferson County Commission hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

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

Signed: \_\_\_\_\_  
COUNTY CLERK



# JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT  
*Patsy Noland*

VICE PRESIDENT  
*Dale Manuel*

COMMISSIONER  
*Frances Morgan*

COMMISSIONER  
*Walt Pellish*

COMMISSIONER  
*Lyn Widmyer*

Letter of Agreement  
Community Participation Grant  
between the  
Jefferson County Commission  
and the  
Briggs Adoption Center

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Jefferson County Commission and the Briggs Adoption Center its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Briggs Adoption Center 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 Briggs Adoption Center.
2. The Briggs Adoption Center 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 Briggs Adoption Center and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

BRIGGS ADOPTION CENTER

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

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

11LEDA0131

COUNTY ADMINISTRATOR  
*Tim Boyde*

DEPUTY COUNTY ADMINISTRATOR  
*Sandy Slusher McDonald*

**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, 2010, 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 improve the National Humane Education Society-Briggs Adoption Center in Charles Town. The project will include the enclosure of an existing pavilion and the purchase of computers and related equipment to improve office technology systems.
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, 2010, 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, 2012. 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, 2012.

5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$20,000. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$20,000 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 A111.1-1961, 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**

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Patricia Noland**

Federal Employee Identification Number

55-600333

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

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>8/4/11</u></p> <p>Appt Time or <u>New Business</u></p>
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**AGENDA REQUEST FORM**

Name: Sandy McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: August 4, 2011

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

Subject: **Community Participation Grant Program - Contract, Resolution and Agreement - Animal Welfare Society**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of pass thru grant contract, resolution and agreement**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the contract, resolution and agreement for the Governor's Community Particiaption Grant for JC Black Historty Preservation Society and to authorize the President of the Commission to affix her signatures to the appropriate documents**

Attachments: Contract, Resolution and Agreement

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

The County Commission of Jefferson County, met on August 4, 2011 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Jefferson County Animal Welfare Society. The project will include the construction of an addition, concrete work to improve storm drainage and other improvements, with funds made available through the Governor's Community Participation Grant program in the amount of \$10,000.

**NOW, THEREFORE BE IT RESOLVED**, that the Jefferson County Commission hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

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

Signed: \_\_\_\_\_  
COUNTY CLERK



# JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT  
*Patsy Noland*

VICE PRESIDENT  
*Dale Manuel*

COMMISSIONER  
*Frances Morgan*

COMMISSIONER  
*Walt Pellish*

COMMISSIONER  
*Lyn Widmyer*

Letter of Agreement  
Community Participation Grant  
between the  
Jefferson County Commission  
and the  
Animal Welfare Society of Jefferson County

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Jefferson County Commission and the Animal Welfare Society 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 Animal Welfare Society of Jefferson County 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 Animal Welfare Society of Jefferson County.
2. The Animal Welfare Society of Jefferson County 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 Animal Welfare Society of Jefferson County and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

ANIMAL WELFARE SOCIETY OF JEFFERSON COUNTY

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

11LEDA0130

COUNTY ADMINISTRATOR  
*Tim Boyde*

DEPUTY COUNTY ADMINISTRATOR  
*Sandy Slusher McDonald*

**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, 2010, 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 improve the Jefferson County Animal Welfare Society facility. The project will include the construction of an addition, concrete work to improve storm drainage and other improvements, 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, 2010, 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, 2012. 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, 2012.

5. **Compensation**. In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$10,000. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$10,000 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.

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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.

(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**

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Patricia Noland, President**

Federal Employee Identification Number

\_\_\_\_\_  
55-6000333  
F.E.I.N.

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>8/4/11</u></p> <p>Appt Time or New Business: _____</p>
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**AGENDA REQUEST FORM**

Name: Sandy McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: August 4, 2011

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

Subject: **Community Participation Grant Program - Contract, Resolution and Agreement - Jefferson County Black History Preservation Society - Fisherman's Hall**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of pass thru grant contract, resolution and agreement**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the contract, resolution and agreement for the Governor's Community Participation Grant for JC Black History Preservation Society and to authorize the President of the Commission to affix her signatures to the appropriate documents**

Attachments: Contract, Resolution and Agreement

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

The County Commission of Jefferson County, met on August 4, 2011 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Jefferson County Black History Preservation Society to continue restoration of the historic Fisherman's Hall with funds made available through the Governor's Community Participation Grant program in the amount of \$4,500.

**NOW, THEREFORE BE IT RESOLVED**, that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: \_\_\_\_\_  
COUNTY CLERK



# JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT  
*Patsy Noland*

VICE PRESIDENT  
*Dale Manuel*

COMMISSIONER  
*Frances Morgan*

COMMISSIONER  
*Walt Pellish*

COMMISSIONER  
*Lyn Widmyer*

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

Jefferson County Black History Preservation Society

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Jefferson County Commission and the Jefferson County Black History Preservation Society its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Jefferson County Black History Preservation Society 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 Jefferson County Black History Preservation Society.
2. The Jefferson County Black History Preservation Society 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 Jefferson County Black History Preservation Society and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

JEFFERSON COUNTY BLACK HISTORY PRESERVATION SOCIETY

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

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

10LEDA0352

COUNTY ADMINISTRATOR  
*Tim Boyde*

DEPUTY COUNTY ADMINISTRATOR  
*Sandy Slusher McDonald*

**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, 2009, 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 continue restoration of the historic Fisherman's Hall in cooperation with the Jefferson County Black History Preservation Society.

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, 2009, 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, 2012. 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, 2012.

5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$4,500. This amount constitutes complete compensation for all services rendered. In

no instance shall the agreed upon compensation exceed \$4,500 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.

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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.

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**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.

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(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.

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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**

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Patricia Noland, President**

Federal Employee Identification Number

55-6000333

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

Commission Office Use Only	
Date on Agenda:	8/4/11
Appt Time of New Business:	

**AGENDA REQUEST FORM**

Name: Sandy McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: August 4, 2011

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

**Subject: Community Participation Grant Program - Contract, Resolution and Agreement - Jefferson County Black History Preservation Society - Star Lodge/Locke House**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of pass thru grant contract, resolution and agreement**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the contract, resolution and agreement for the Governor's Community Participation Grant for JC Black History Preservation Society and to authorize the President of the Commission to affix her signatures to the appropriate documents**

Attachments: Contract, Resolution and Agreement

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

The County Commission of Jefferson County, met on August 4, 2011 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Black History Preservation Society to continue restoration of the historic Star Lodge/Locke House with funds made available through the Governor's Community Participation Grant program in the amount of \$2,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: \_\_\_\_\_  
COUNTY CLERK



# JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT  
*Patsy Noland*

VICE PRESIDENT  
*Dale Manuel*

COMMISSIONER  
*Frances Morgan*

COMMISSIONER  
*Walt Pellish*

COMMISSIONER  
*Lyn Widmyer*

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

Jefferson County Black History Preservation Society

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Jefferson County Commission and the Jefferson County Black History Preservation Society its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Jefferson County Black History Preservation Society 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 Jefferson County Black History Preservation Society.
2. The Jefferson County Black History Preservation Society 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 Jefferson County Black History Preservation Society and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

JEFFERSON COUNTY BLACK HISTORY PRESERVATION SOCIETY

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

10LEDA0801

COUNTY ADMINISTRATOR  
*Tim Boyde*

DEPUTY COUNTY ADMINISTRATOR  
*Sandy Slusher McDonald*

**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, 2009, 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 continue restoration of the historic Star Lodge in cooperation with the Jefferson County Black History Preservation Society.
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, 2009, 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, 2012. 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, 2012.
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 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**

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Patricia Noland, President**

Federal Employee Identification Number

55-6000333

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

Commission Office Use Only

Date on Agenda: 8/4/11

Appt Time of New Business:

### AGENDA REQUEST FORM

Name: Sandy McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: August 4, 2011

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

Subject: **Community Participation Grant Program - Contract, Resolution and Agreement - Jefferson County Black History Preservation Society - Star Lodge/Locke House**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of pass thru grant contract, resolution and agreement**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the contract, resolution and agreement for the Governor's Community Participation Grant for JC Black History Preservation Society and to authorize the President of the Commission to affix her signatures to the appropriate documents**

Attachments: Contract, Resolution and Agreement

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

The County Commission of Jefferson County, met on August 4, 2011 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Jefferson County Black History Preservation Society to continue restoration of the historic Star Lodge/Locke House. The project will include sidewalk repairs, new windows, electrical upgrades and additional improvements with funds made available through the Governor's Community Participation Grant program in the amount of \$17,400.

**NOW, THEREFORE BE IT RESOLVED**, that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: \_\_\_\_\_  
COUNTY CLERK



# JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT  
*Patsy Noland*

VICE PRESIDENT  
*Dale Manuel*

COMMISSIONER  
*Frances Morgan*

COMMISSIONER  
*Walt Pellish*

COMMISSIONER  
*Lyn Widmyer*

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

Jefferson County Black History Preservation Society

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Jefferson County Commission and the Jefferson County Black History Preservation Society its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Jefferson County Black History Preservation Society 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 Jefferson County Black History Preservation Society.
2. The Jefferson County Black History Preservation Society 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 Jefferson County Black History Preservation Society and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

JEFFERSON COUNTY BLACK HISTORY PRESERVATION SOCIETY

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

11LEDA0500

COUNTY ADMINISTRATOR  
*Tim Boyde*

DEPUTY COUNTY ADMINISTRATOR  
*Sandy Slusher McDonald*

**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, 2010, 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 continue restoration of the historic Star Lodge in cooperation with the Jefferson County Black History Preservation Society. The project will include sidewalk repairs, new windows, electrical upgrades and additional improvements 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, 2010, 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, 2012. 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, 2012.

5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$17,400. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$17,400 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**

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Patricia Noland, President**

Federal Employee Identification Number

55600333

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

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>8/4/11</u></p> <p>Appt Time or New Business: _____</p>
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**AGENDA REQUEST FORM**

Name: Sandy McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: August 4, 2011

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

**Subject: Community Participation Grant Program - Contract, Resolution and Agreement - Jefferson County Black History Preservation Society - Webb-Blessing House**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of pass thru grant contract, resolution and agreement**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the contract, resolution and agreement for the Governor's Community Participation Grant for JC Black History Preservation Society and to authorize the President of the Commission to affix her signatures to the appropriate documents**

Attachments: Contract, Resolution and Agreement

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

The County Commission of Jefferson County, met on August 4, 2011 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Jefferson County Black History Preservation Society to continue restoration of the Webb-Blessing House in Charles Town with funds made available through the Governor's Community Participation Grant program in the amount of \$17,400.

**NOW, THEREFORE BE IT RESOLVED**, that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: \_\_\_\_\_  
COUNTY CLERK



# JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT  
*Patsy Noland*

VICE PRESIDENT  
*Dale Manuel*

COMMISSIONER  
*Frances Morgan*

COMMISSIONER  
*Walt Pellish*

COMMISSIONER  
*Lyn Widmyer*

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

Jefferson County Black History Preservation Society

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the Jefferson County Commission and the Jefferson County Black History Preservation Society its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Jefferson County Black History Preservation Society 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 Jefferson County Black History Preservation Society.
2. The Jefferson County Black History Preservation Society 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 Jefferson County Black History Preservation Society and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

JEFFERSON COUNTY BLACK HISTORY PRESERVATION SOCIETY

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

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

11LEDA0495

COUNTY ADMINISTRATOR  
*Tim Boyle*

DEPUTY COUNTY ADMINISTRATOR  
*Sandy Shusher McDonald*

**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, 2010, 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 Jefferson County Black History Preservation Society to continue restoration of the Webb-Blessing House in Charles Town. The project will include replacement of the front steps, construction of restroom, sidewalk repairs, attic repairs, painting, and interior and exterior repairs 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, 2010, 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, 2012. 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, 2012.

5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$17,400. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$17,400 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.

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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.

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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.

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(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.

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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.

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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**

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Patricia Noland, President**

Federal Employee Identification Number

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

Commission Office Use Only

Date on Agenda: 8/4/11

Appt Time or New Business: 11:00 am

AGENDA REQUEST FORM

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 Minutes

Date Requested – 1st Choice: 8/4/11

Date Requested – 2nd Choice:

If a specific date is needed, please provide reason for specific date:

Subject: Approval of revised Purchasing Card Procedures

Please provide the County Commission with a description of your request or presentation, including any background information: On July 19-20 we had a Audit of the Purchasing Card Procedures. Upon their recommendations a few minor changes were made.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Motion to approve the July 20, 2011 revised Purchasing Card Procedures.

Attachments:

# Jefferson County, West Virginia

## Purchasing Card Procedures

December, 2010

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Revised July 20, 2011

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E. Return Merchandise Form

F. Procurement Log

WEST VIRGINIA LOCAL GOVERNMENT  
PURCHASING CARDHOLDER AGREEMENT

This agreement outlines the responsibilities I have as a holder of the West Virginia Local Government Purchasing Card. My signature indicates I have read and understand these responsibilities. I agree to adhere to the Purchasing Card Policies and Procedures and any applicable purchasing guidelines, as set forth by the Local Government Entity issuing this purchasing card.

1. I understand that the purchasing card is solely for official business of Local Government Entity, intended to facilitate the payment of goods and services, for conducting official business within applicable activity limits and is not for my personal use.
2. I understand that the use of the purchasing card for payments not authorized within the Local Government Policies and Procedures will be considered misuse of the purchasing card and will be grounds for immediate forfeiture of the purchasing card and/or disciplinary action. I understand that I am personally liable for any payments not authorized by the spending unit and permitted within the Local Government Policies and Procedures.
3. I understand that all charges will be billed directly to and paid directly by the Local Government Entity and that United Bank cannot accept payments from me personally.
4. I understand that the purchasing card is issued in my name and I am responsible for maintaining the security of the purchasing card and for all charges made by or authorized by me against it. I understand and agree that I will not give the purchasing card bearing my name to any other person to use either on my behalf or someone else's.
5. I will keep my purchasing card safe at all times with appropriate security from the time I receive the purchasing card until such time as my purchasing card is surrendered to United Bank or my Local Government Program Coordinator. If my purchasing card is lost or stolen, I agree to immediately notify United Bank at 1.800.242.7600 or 1.800.VISA911 and my Local Government Program Coordinator.
6. I agree to follow the West Virginia State Law, purchasing guidelines of my Local Government Entity and established Policies and Procedures.
7. I understand that the purchasing card must be surrendered upon request and/or upon my termination of employment from the Local Government Entity.
8. I understand that I must receive training on purchasing card usage and policies and procedures prior to using the Local Government Purchasing Card.
9. I understand and agree that the Local Government Purchasing Card is not to be used for cash, cash credits or cash advances.
10. I understand that my Program Coordinator will activate my purchasing card on my behalf.
11. I understand that it is necessary to provide United Bank with certain personal information that will be used only to verify my identity and for security reasons.
12. I understand that it is a violation of policy to manipulate the ordering, billing, or payment process in order to circumvent established cardholder limits.

13. I understand it is my responsibility to save all receipts for transactions posting to my Local Government Purchasing Card and that United Bank does NOT have copies of those receipts.

14. I understand and agree that I will immediately notify my Program Coordinator and/or United Bank of any disputed items appearing on my monthly bill. I further understand that telephoning will not preserve my rights and that I must follow up in writing to United Bank within sixty (60) days of the date of posting or may lose my rights to dispute the item(s).

15. I agree that, should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse my Local Government Entity for all charges improperly authorized by me to the purchasing card and all costs incurred by the Local Government Entity and United Bank related to the collection of such charges.

\*Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Cardholder Name (please print):

Local Entity Name: Jefferson County Commission

\*\*Program Coordinator's Signature: \_\_\_\_\_ PIN: \_\_\_\_\_

(Issued by WVSAO)

\*Cardholder must sign and forward this form prior to issuance of a purchasing card.

\*\*Program Coordinator will forward a copy of this form to the Regional Representative of the West Virginia State Auditor's Office, Local Government Purchasing Card Program.

Attachment 4.2

## **1.0 Purpose**

To establish a methodology for use and to define the limits of use of Jefferson County Purchasing Card (P-Card) provided to certain personnel in order to make payment of goods and/or services required by Jefferson County, West Virginia.

## **2.0 Applicability**

This procedure is applicable to all personnel, who are issued the purchasing card. All personnel issued a P-Card must read and sign a Cardholder Agreement and attend a training session before a MC P-Card will be issued and/or activated.

## **3.0 References**

All payment/purchases made with the purchasing card must be made in accordance with the current Jefferson County Purchasing Policy and within budget limits.

## **4.0 Attachments**

All forms listed as attachments are provided following the end of the policy narrative.

**4.1** Sample – “Request for P-Card” Attachment A

**4.2** Sample – “Authorization for P-Card Use”

**4.3** Sample – “P-Card Destruction Notice” Attachment B

**4.4** Sample – “Procurement Log” Attachment F

**4.5** Sample - “Lost or Stolen Card Notification” Attachment D

**4.6** Sample – “Purchasing Card Maintenance Request”

**4.7** Sample – “Local Government Program Coordinator Set Up and Maintenance Form”

**4.8** Sample – “Card Setup Form”

**4.9** Sample – “WV Local Government Purchasing Cardholder Agreement” Page 4 & 5

**4.10** Sample – “Local Government card Maintenance Form”

**4.11** Sample – “Disputed Transaction Form” Attachment C

**4.12** Sample – “Cardholder Agreement”

## **5.0 General**

### **5.1 Abbreviations**

P-Card – Purchasing Card Program of Jefferson County

### **5.2 Definitions**

**5.2.1 Vendor** – A company from which Jefferson County purchases goods and services or materials and/or equipment under the provisions of these procedures.

**5.2.2 Cardholder** – Jefferson County personnel who has been issued purchasing cards and who are authorized to make payment for goods and services or materials and/or equipment in accordance with these procedures.

**5.2.3 Monthly Statement** – This is the monthly listing of all transactions of Account by the cardholder, issued by the bank directly to the cardholder.

**5.2.4 Single Transaction Limit** – The dollar amount limitation of procurement purchasing authority delegated to a cardholder. The County's single transaction limit varies; please see Program Coordinator for your limits.

**5.2.5 Monthly Limit** – This is a budgetary dollar limit established for Cardholder each 30 days billing cycle.

**5.2.6 Transaction** – The act of making a purchase with the purchasing card.

**5.2.7 Requesting Official** – The Jefferson County employee in a departmental or supervisory position who has a staff member with a need to procure goods or services that can only be supplied by a vendor. Under this P-Card Procedure, a requesting official may be a cardholder; however, a requesting official must have the Program Coordinator approve their card request. Requesting Official will approve Cardholders that are in his/her department.

**5.2.8 Approver** – The Jefferson County elected official or department head that reviews and approves their department's monthly invoices.

### **5.3 Responsibilities**

**5.3.1 The Program Coordinator Director** – shall be responsible for the implementation and enforcement of this procedure.

**5.3.2 Cardholder** – All personnel issued purchasing cards under this procedure shall be responsible for the purchasing card and its use in accordance with the procedure.

### **6.0 Procedure**

**6.1 Introduction** -This program is being established in order to provide a more expedient procedure and payment for low dollar value purchases, and to reduce paperwork and handling costs. By using P-Cards the traditional purchasing/payment cycle is greatly reduced. The Jefferson County personnel that have been issued purchasing cards may now initiate transactions in person, over the internet, or by telephone, within the limits of these procedures. Payments to vendors are made via the West Virginia Local Government Purchasing Card Program administrated by The West Virginia State Auditor's Office. Jefferson County will make monthly settlements with the provider bank.

#### **6.2 Receiving a Purchasing Card**

**6.2.1 Department Heads/Elected Officials** may propose personnel to be cardholders by completing the request for purchasing card (Attachment A). The request(s) is to be forwarded to the Program Coordinator for final approval.

6.2.2 Upon receipt and review of the request form, the Program Coordinator will complete a card application and forward the approved form to the West Virginia Local Government Purchasing Card Program for processing.

6.2.3 The proposed Cardholder shall be issued a copy of this procedure and shall be required to acknowledge (countersign) an authorization form, Attachment 4.2, indicating that the Cardholder understands the procedure and the responsibilities of a P-Card cardholder. The proposed cardholder shall attend a training session before being issued a P-Card.

6.2.4 The Program Coordinator shall maintain all records of purchasing card requests, limits, cardholder transfers and lost/stolen/ destroyed card information.

### 6.3 Authorized Purchasing Card Use

6.3.1 The unique purchasing card that the Cardholder receives has his/her name embossed on it and shall ONLY be used by the Cardholder. NO OTHER PERSON IS AUTHORIZED to use that card. The Cardholder may make transactions on behalf of others in their department. However, the Cardholder is responsible for all use of his/her card.

6.3.2 Use of the Purchasing card shall be limited to the following conditions: The total value of a transaction shall not exceed a Cardholder's single purchase limit. Payment for a purchase WILL NOT be split into multiple transactions to stay within the single transaction limit. Cardholders are responsible for staying within their budget. If a budget line is exceeded and funds are not available for a budget revision, the cardholder could be personally liable for the purchase. **Any purchases over \$250.00 must be pre-approved by the County Administrator.**

6.3.3 The items or services that may be procured by using the purchasing card are limited. Purchasing Card cannot be used to purchase gift cards. Except where otherwise exempted by statute, rule, or waiver from the State Auditor's Office Local Government P-Card Division, the P-Card may not be used to obtain cash, cash credits, or cash advances.

### 6.4 Unauthorized Purchasing card use

6.4.1 The purchasing card SHALL NOT BE USED FOR THE FOLLOWING:

- a) Personal purchases or identification
- b) A single purchase that exceeds the Cardholder's single purchase limit; unless a higher limit has been agreed in writing with the Program Coordinator Director.
- c) Cash Advances
- d) Telephone calls/monthly service
- e) Meals/tips or any type of food purchase

6.4.2 Any exceptions to 6.4.1 will be handled on an individual basis with the Program Coordinator Director.

6.4.3 A Cardholder who makes unauthorized purchases or carelessly uses the credit card may be liable to County for the total dollar amount of such unauthorized purchases plus any administrative fees

charged by the Bank in connection with the misuse. The Cardholder will also be subject to disciplinary action.

## **6.5 Making a Purchase**

**6.5.1** Whenever making a purchasing card purchase the Cardholder will check as many sources of supply as reasonable for the situation to assure best price and delivery.

**6.5.2** Cardholders will utilize the following "checklist" when making a purchase:

a) Solicit a reasonable number of sources. If vendors furnish standing price quotations or catalog prices on a recurring basis check that the price listed is current.

b) Once a vendor is designated and that vendor confirms that the good or service is available, meets the specification and delivery requirements, etc.:

1. Confirm that the vendor agrees to charge the purchasing card.

2. Advise the in-state-vendor that Jefferson County is tax exempt and must not pay sales tax. Out-of state vendors may charge sale taxes.

3. Direct the vendor to include the following information on the shipping label and packing list:

- Cardholder's name
- Complete delivery address
- The words "Purchasing card Purchase"
- The vendor's order number

4. Give the vendor your purchasing card number.

5. It is extremely important that all purchases be sent to the cardholder ordering the merchandise as this will ensure that the documents necessary for the record keeping listed in 6.6 are readily available to the cardholder.

6. If necessary, advise the individual within your area who receives merchandise, of the vendor's name and order number, anticipated delivery date, number of boxes expected, carrier (UPS, FedEx, etc.) and to notify the Cardholder when delivery is made.

## **6.6 Cardholder Record Keeping**

**6.6.1** Procurement Log – Whenever a transaction is made, either over the counter or by telephone, documentation shall be made on the Procurement Log Attachment F and all sales documents (packing slip, invoice, cash register tape and purchasing card slips, etc.) can be attached to the log as proof of the purchase. Such documentation will be used to verify the purchases listed on the Cardholder's monthly statement of account.

The information headings on the Procurement Log are self-explanatory. However, the following reminders should be noted:

- Vendor – Record the vendor’s name.
- Comments – add miscellaneous information pertaining to the purchase under this heading. Comments” may include under/over shipment of quantity, goods were damaged, purpose of purchase, errors to be resolved.
  
- Receipt date/received by – is important to record

**6.6.2** Over the Counter Transactions – When the purchase is made over the counter, the Cardholder shall retain the invoice and “customer copy” of the charge receipt. The Cardholder is responsible to check that the vendor lists the quantity, fully describes the item(s), excluding sales tax, and does not make arithmetic errors, prior to the Cardholder signing the slip. The transaction’s details shall also be added to the cardholder “Procurement Log”. (Attachment F).

**6.6.3** Telephone Transactions – When making a purchase by telephone (make sure to inform Vendor that Jefferson County is tax exempt), the cardholder shall also document the transaction on the “Purchasing Log”. When the goods are received after placing the telephone order, retain all shipping documentation.

## **6.7. Review and Payment of Monthly Statement**

**6.7.1** Department Head /Elected Officials Approval -The Department Head/Elected Official shall check the Cardholder’s monthly statement and purchasing log and confirm the following items as minimum:

- Itemized receipts and shipping documents exist for each purchase.
  
- The goods were received or the services were performed
  
- The Cardholder has complied with applicable procedures, including this P-Card procedure.

The Department Head/Elected Official shall assign budget account numbers and sign reconciled statement indicating his review and approval. The Department Head’s signature/approval of a Cardholder’s monthly statement indicates that the Cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.

**6.7.2** Lack of Documentation of Transaction – If the Cardholder does not have documentation of a transaction listed on the monthly statement, he/she shall attach an explanation that includes a description of the item(s) purchase, date of purchase, Vendor’s name and reason for the lack of supporting documentation. Three “lack of supporting documentation” shall cause the cardholder’s card to be revoked.

**6.7.3 P-Card Returns** -If an item is not satisfactory, received wrong, damaged and/or defective, duplicate order, etc. the following steps should be followed. The cardholder makes contact with vendor to obtain a "Return Material Authorization" (RMS) number. (Every vendor is different for return policies – make sure your return meets their criteria without incurring a restocking fee). The item(s) to be returned needs to be repacked in original manufacturer's carton. Make out "Return Form" (Attachment E). Fill in all information as completely as possible.

- Enclose one copy in box being returned.
- Keep one copy for your records. (Purchasing Log)

A credit voucher should then be received and reflected on your next monthly statement. When an item has been returned and a credit voucher received, the cardholder shall verify that this credit is reflected on the monthly statement. If the Vendor has not replaced or corrected the item by the date the Cardholder receives his/her monthly statement, then the purchase of that item will be considered in dispute.

Attach "Statement of Questioned item" from 4.5 to monthly statement.

**6.7.4 Disputed Charge** – If the Cardholder is disputing a charge, he/she shall complete a disputed charge report and include it with the statement package.

See "Statement of Questioned Item" form (Attachment C)

If the Cardholder's monthly statement lists a transaction where the goods have not been received or some other discrepancy, the Cardholder should resolve these items prior to his/her sending an approved monthly statement to the Program Coordinator. Most exceptions can be resolved between the Cardholder and the Vendor. If the dispute cannot be settled at this level, the Cardholder shall advise the Program Coordinator and provide Program Coordinator a copy of all correspondences.

**6.7.5 Transactions not appearing on Statement** – If purchased items or credits are not listed on the monthly statement, the appropriate transaction documentation shall be **RETAINED** by the Cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within 60 days after the date of purchase, the Cardholder or Department Head shall notify the Program Coordinator to resolve and reconcile the statement.

## **6.8 Monthly Account Summaries**

**6.8.1 Monthly Account Summaries**, listing all transactions, shall be issued by the Bank to the appropriate County staff and Department Heads. These listings will allow Department Heads to track their cardholder's activities.

## **6.9 Reports**

**6.9.1** The follow reports are issued by the Bank on a monthly basis:

- Master Statement of Account – listing of all transactions by the Cardholder for the preceding month (30days), sent directly to the Program Coordinator.
- Individual Account Statement – This is the Bank’s listing issued to Jefferson County covering Cardholder transactions, sent directly to each Cardholder.

### 6.10 Accounting Transaction Recording

On a monthly basis, the Bank will provide an electronic file and/or paper copy, listing all activity for the period, to the Program Coordinator. For this purpose, when each procurement card is issued, a single account/center number will be assigned to the card. All transactions for that card will have this account as part of the data file.

Any questioned/disputed items are indicated by the cardholder on the Monthly Statements which are sent to Program Coordinator after the cardholder review them. All questioned/disputed items will be held in a file and the Program Coordinator will periodically check with the cardholder regarding the resolution of such items. If necessary, the questioned item will be referred to the Program Coordinator for resolution.

### 6.11 Card Security

**6.11.1** It is the Cardholder’s and/or Department Head’s responsibility to safeguard the purchasing card and account number to the same degree that a Cardholder safeguards his/her personal credit information. The Cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that Cardholder having his/her card withdrawn and disciplinary action.

**6.11.2** If the card is lost or stolen the Cardholder shall immediately notify the United Bank at the following number: 1-800-242-7600. Representatives are available 24 hours a day. Advise representative that the call is regarding a Visa Procurement Card. The cardholder may also call 1-800-VISA911.

The Program Coordinator is also to be notified immediately. The Cardholder shall also notify his/her Department Head /Elected Official of the lost or stolen card within (1) working day after discovering the card missing. The Cardholder shall prepare and submit to his/her Department Head a written report of the loss within five (5) working days. This report shall include the following information:

- a) The card number
- b) The Cardholder’s full name
- c) The date and location of the loss of the card
- d) If stolen, date reported to police
- e) Date and time the Bank was notified

- f) Any authorized purchase(s) made on the day the card was lost
- g) Any other relevant information

A copy of this report shall be forwarded to the Program Coordinator. The Program Coordinator shall also send the "Lost or Stolen Card Notification" form to the Bank (Attachment D).

**6.11.3** A new card shall be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost shall be cut in half and given to the Department Head/Elected Official. The Department Head/Elected Official and Cardholder shall sign the "Card Destruction Notice" form (Attachment B) and forward to the Program Coordinator who will notify the Bank.

#### **6.12 Cardholder Transfer/Separation**

**6.12.1** Prior to a transfer to another department or separation from Jefferson County, the Cardholder shall surrender the purchasing card and current purchasing card purchasing logs to his/her Department Head. Upon its receipt, the Department Head will review, approve and forward to Accounts Payable, the month end purchasing card statement. The Department Head shall cut the purchasing card in half, complete the "Card Destruction Notice" and forward the form to the Program Coordinator. The Coordinator will notify the LG P-Card Program at 1-877-982-9148 or by e-mail at [wvlGPCard@wvsao.gov](mailto:wvlGPCard@wvsao.gov). Coordinator will complete a Card Maintenance Forms and send to the WV LG P-Card Program.

**6.12.2** If this is a transfer, when the Cardholder reports to his/her new department, he/she may request a new card in accordance with Section 6.2 of this procedure.

## JEFFERSON COUNTY PURCHASING CARD PROGRAM

### REQUEST FOR P-CARD

A P-Card is requested for the following employee:

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

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

Department: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Restricted Purchases:

Monthly Credit Limit: requested \$ \_\_\_\_\_

Single Transaction Limit \$ \_\_\_\_\_

Number of Transactions per day \_\_\_\_\_ (20 or less transactions is the standard)

Number of transactions per billing cycle \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

Attachment - A

## JEFFERSON COUNTY PURCHASING CARD PROGRAM

### CARD DESTRUCTION NOTICE

The attached P-Card was destroyed for the following reason (please check one):

- Card had been reported as lost and was subsequently found.
- Cardholder has left employment with the County.
- Cardholder has transferred to another department within the County.
- Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Cardholder Name (signed): \_\_\_\_\_

Cardholder Name (printed): \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

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

Attachment - B

## JEFFERSON COUNTY PURCHASING CARD PROGRAM

### STATEMENT OF DISPUTED ITEM(S)

Cardholder Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Transaction Amount: \_\_\_\_\_ Transaction Date: \_\_\_\_\_

The above referenced transaction is being disputed for the following reason(s):

There is a difference in the amount I authorized and the amount I was billed. (A copy of your charge must be enclosed).

I only transacted one charge and I was previously billed for this sales draft. (Date of previous charge: \_\_\_\_\_)

The above transaction is mine but I am disputing the transaction. (Please state your reasons why in detail.)

I do not recognize the above transaction.

I have received a credit voucher for the above transaction, but it has not yet appeared on my account. (A copy of the credit voucher must be enclosed).

My account has been charged for the above transaction, but I have not received this merchandise. The details of my attempt to resolve the disputes with the merchant and the merchant's response are indicated below.

My account has been charged for the above transaction, but the merchandise has since been returned.

(Please enclose a copy of your shipping receipt).

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

Attach completed form to your monthly LG P-Card statement for review and approval of your department head.

Attachment - C

JEFFERSON COUNTY PURCHASING CARD PROGRAM  
LOST/STOLEN CARD NOTIFICATION

Card Was: \_\_\_ Lost \_\_\_ Stolen \_\_\_ Other (Describe) \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Date Called Into Bank: \_\_\_\_\_

Approved By: \_\_\_\_\_

For Jefferson County

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

Cardholder/Authorized Signer's Name: \_\_\_\_\_

LOST OR STOLEN LG P-CARDS MUST BE REPORTED IMMEDIATELY TO UNITED BANK AT 1.800.242.7600  
OR VISA AT 1.800.VISA.911.

THE CARDHOLDER MUST COMPLETE THE FORM AND IT MUST BE SUBMITTED WITHIN 24 HOURS OF THE  
CARD LOSS TO THE PROGRAM COORDINATOR. THE COORDINATOR WILL COMPLETE A CARD  
MAINTENANCE FORM AND SEND IT TO THE WV LG P-CARD PROGRAM.

JEFFERSON COUNTY PURCHASING CARD PROGRAM

RETURN MERCHANDISE FORM

Return to (Vendor): \_\_\_\_\_

From (Cardholder): \_\_\_\_\_

Account Number: \_\_\_\_\_

Sales Order Number: \_\_\_\_\_

Date of Transaction: \_\_\_\_\_

Amount of Transaction: \_\_\_\_\_

Description of Merchandise: \_\_\_\_\_

Reason for return:

Wrong item received

Damaged

Duplicate Order

Defective

Did not like product

Other

Detail \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_



Jefferson County, West Virginia

Purchasing Card Procedures

December, 2010

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WEST VIRGINIA LOCAL GOVERNMENT  
PURCHASING CARDHOLDER AGREEMENT

This agreement outlines the responsibilities I have as a holder of the West Virginia Local Government Purchasing Card. My signature indicates I have read and understand these responsibilities. I agree to adhere to the Purchasing Card Policies and Procedures and any applicable purchasing guidelines, as set forth by the Local Government Entity issuing this purchasing card.

1. I understand that the purchasing card is solely for official business of Local Government Entity, intended to facilitate the payment of goods and services, for conducting official business within applicable activity limits and is not for my personal use.
2. I understand that the use of the purchasing card for payments not authorized within the Local Government Policies and Procedures will be considered misuse of the purchasing card and will be grounds for immediate forfeiture of the purchasing card and/or disciplinary action. I understand that I am personally liable for any payments not authorized by the spending unit and permitted within the Local Government Policies and Procedures.
3. I understand that all charges will be billed directly to and paid directly by the Local Government Entity and that United Bank cannot accept payments from me personally.
4. I understand that the purchasing card is issued in my name and I am responsible for maintaining the security of the purchasing card and for all charges made by or authorized by me against it. I understand and agree that I will not give the purchasing card bearing my name to any other person to use either on my behalf or someone else's.
5. I will keep my purchasing card safe at all times with appropriate security from the time I receive the purchasing card until such time as my purchasing card is surrendered to United Bank or my Local Government Program Coordinator. If my purchasing card is lost or stolen, I agree to immediately notify United Bank at 1.800.242.7600 or 1.800.VISA911 and my Local Government Program Coordinator.
6. I agree to follow the West Virginia State Law, purchasing guidelines of my Local Government Entity and established Policies and Procedures.
7. I understand that the purchasing card must be surrendered upon request and/or upon my termination of employment from the Local Government Entity.
8. I understand that I must receive training on purchasing card usage and policies and procedures prior to using the Local Government Purchasing Card.
9. I understand and agree that the Local Government Purchasing Card is not to be used for cash, cash credits or cash advances.
10. I understand that my Program Coordinator will activate my purchasing card on my behalf.
11. I understand that it is necessary to provide United Bank with certain personal information that will be used only to verify my identity and for security reasons.
12. I understand that it is a violation of policy to manipulate the ordering, billing, or payment process in order to circumvent established cardholder limits.

13. I understand it is my responsibility to save all receipts for transactions posting to my Local Government Purchasing Card and that United Bank does NOT have copies of those receipts.

14. I understand and agree that I will immediately notify my Program Coordinator and/or United Bank of any disputed items appearing on my monthly bill. I further understand that telephoning will not preserve my rights and that I must follow up in writing to United Bank within sixty (60) days of the date of posting or may lose my rights to dispute the item(s).

15. I agree that, should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse my Local Government Entity for all charges improperly authorized by me to the purchasing card and all costs incurred by the Local Government Entity and United Bank related to the collection of such charges.

\*Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Cardholder Name (please print):

Local Entity Name: Jefferson County Commission

\*\*Program Coordinator's Signature: \_\_\_\_\_ PIN: \_\_\_\_\_

(Issued by WVSAO)

\*Cardholder must sign and forward this form prior to issuance of a purchasing card.

\*\*Program Coordinator will forward a copy of this form to the Regional Representative of the West Virginia State Auditor's Office, Local Government Purchasing Card Program.

## **1.0 Purpose**

To establish a methodology for use and to define the limits of use of Jefferson County Purchasing Card (P-Card) provided to certain personnel in order to make payment of goods and/or services required by Jefferson County, West Virginia.

## **2.0 Applicability**

This procedure is applicable to all personnel, who are issued the purchasing card. All personnel issued a P-Card must read and sign a Cardholder Agreement and attend a training session before a MC P-Card will be issued and/or activated.

## **3.0 References**

All payment/purchases made with the purchasing card must be made in accordance with the current Jefferson County Purchasing Policy and within budget limits.

## **4.0 Attachments**

All forms listed as attachments are provided following the end of the policy narrative.

**4.1** Sample – “Request for P-Card”

**4.2** Sample – “Authorization for P-Card Use”

**4.3** Sample – “P-Card Destruction Notice”

**4.4** Sample – “Procurement Log”

**4.5** Sample – “Statement of Questioned Item”

**4.6** Sample – “Lost or Stolen Card Notification”

**4.7** Sample – “Purchasing Card Maintenance Request”

**4.8** Sample – “Local Government Program Coordinator Set Up and Maintenance Form”

**4.9** Sample – “Card Setup Form”

**4.10** Sample – “WV Local Government Purchasing Cardholder Agreement”

**4.11** Sample – “Local Government card Maintenance Form”

**4.12** Sample – “Disputed Transaction Form”

**4.13** Sample – “Cardholder Agreement”

## **5.0 General**

### **5.1 Abbreviations**

P-Card – Purchasing Card Program of Jefferson County

### **5.2 Definitions**

**5.2.1 Vendor** – A company from which Jefferson County purchases goods and services or materials and/or equipment under the provisions of these procedures.

**5.2.2 Cardholder** – Jefferson County personnel who has been issued purchasing cards and who are authorized to make payment for goods and services or materials and/or equipment in accordance with these procedures.

**5.2.3 Monthly Statement** – This is the monthly listing of all transactions of Account by the cardholder, issued by the bank directly to the cardholder.

**5.2.4 Single Transaction Limit** – The dollar amount limitation of procurement purchasing authority delegated to a cardholder. The County's single transaction limit varies; please see Program Coordinator for your limits.

**5.2.5 Monthly Limit** – This is a budgetary dollar limit established for Cardholder each 30 days billing cycle.

**5.2.6 Transaction** – The act of making a purchase with the purchasing card.

**5.2.7 Requesting Official** – The Jefferson County employee in a departmental or supervisory position who has a staff member with a need to procure goods or services that can only be supplied by a vendor. Under this P-Card Procedure, a requesting official may be a cardholder; however, a requesting official must have the Program Coordinator approve their card request. Requesting Official will approve Cardholders that are in his/her department.

**5.2.8 Approver** – The Jefferson County elected official or department head that reviews and approves their department's monthly invoices.

### **5.3 Responsibilities**

**5.3.1 The Program Coordinator Director** – shall be responsible for the implementation and enforcement of this procedure.

**5.3.2 Cardholder** – All personnel issued purchasing cards under this procedure shall be responsible for the purchasing card and its use in accordance with the procedure.

### **6.0 Procedure**

**6.1 Introduction** -This program is being established in order to provide a more expedient procedure and payment for low dollar value purchases, and to reduce paperwork and handling costs. By using P-Cards the traditional purchasing/payment cycle is greatly reduced. The Jefferson County personnel that have been issued purchasing cards may now initiate transactions in person, over the internet, or by telephone, within the limits of these procedures. Payments to vendors are made via the West Virginia Local Government Purchasing Card Program administrated by The West Virginia State Auditor's Office. Jefferson County will make monthly settlements with the provider bank.

#### **6.2 Receiving a Purchasing Card**

**6.2.1 Department Heads** may propose personnel to be cardholders by completing the request for purchasing card (Attachment A). The request(s) is to be forwarded to the Program Coordinator for final approval.

**6.2.2** Upon receipt and review of the request form, the Program Coordinator will complete a card application and forward the approved form to the West Virginia Local Government Purchasing Card Program for processing.

**6.2.3** The proposed Cardholder shall be issued a copy of this procedure and shall be required to acknowledge (countersign) an authorization form, Attachment 4.2, indicating that the Cardholder understands the procedure and the responsibilities of a P-Card cardholder. The proposed cardholder shall attend a training session before being issued a P-Card.

**6.2.4** The Program Coordinator shall maintain all records of purchasing card requests, limits, cardholder transfers and lost/stolen/ destroyed card information.

### **6.3 Authorized Purchasing Card Use**

**6.3.1** The unique purchasing card that the Cardholder receives has his/her name embossed on it and shall ONLY be used by the Cardholder. NO OTHER PERSON IS AUTHORIZED to use that card. The Cardholder may make transactions on behalf of others in their department. However, the Cardholder is responsible for all use of his/her card.

**6.3.2** Use of the Purchasing card shall be limited to the following conditions: The total value of a transaction shall not exceed a Cardholder's single purchase limit. Payment for a purchase WILL NOT be split into multiple transactions to stay within the single transaction limit. Cardholders are responsible for staying within their budget. If a budget line is exceeded and funds are not available for a budget revision, the cardholder could be personally liable for the purchase.

**6.3.3** The items or services that may be procured by using the purchasing card are limited. Purchasing Card cannot be used to purchase gift cards. Except where otherwise exempted by statute, rule, or waiver from the State Auditor's Office Local Government P-Card Division, the P-Card may not be used to obtain cash, cash credits, or cash advances.

### **6.4 Unauthorized Purchasing card use**

**6.4.1** The purchasing card SHALL NOT BE USED FOR THE FOLLOWING:

- a) Personal purchases or identification
- b) A single purchase that exceeds the Cardholder's single purchase limit; unless a higher limit has been agreed in writing with the Program Coordinator Director.
- c) Cash Advances
- d) Telephone calls/monthly service

**6.4.2** Any exceptions to 6.4.1 will be handled on an individual basis with the Program Coordinator Director.

**6.4.3** A Cardholder who makes unauthorized purchases or carelessly uses the credit card may be liable to County for the total dollar amount of such unauthorized purchases plus any administrative fees charged by the Bank in connection with the misuse. The Cardholder will also be subject to disciplinary action.

### **6.5 Making a Purchase**

**6.5.1** Whenever making a purchasing card purchase the Cardholder will check as many sources of supply as reasonable for the situation to assure best price and delivery.

**6.5.2** Cardholders will utilize the following "checklist" when making a purchase:

a) Solicit a reasonable number of sources. If vendors furnish standing price quotations or catalog prices on a recurring basis check that the price listed is current.

b) Once a vendor is designated and that vendor confirms that the good or service is available, meets the specification and delivery requirements, etc.:

1. Confirm that the vendor agrees to charge the purchasing card.

2. Advise the in-state-vendor that Jefferson County is tax exempt and must not pay sales tax. Out-of state vendors may charge sale taxes.

3. Direct the vendor to include the following information on the shipping label and packing list:

- Cardholder's name
- Complete delivery address
- The words "Purchasing card Purchase"
- The vendor's order number

4. Give the vendor your purchasing card number.

5. It is extremely important that all purchases be sent to the cardholder ordering the merchandise as this will ensure that the documents necessary for the record keeping listed in 6.6 are readily available to the cardholder.

6. If necessary, advise the individual within your area who receives merchandise, of the vendor's name and order number, anticipated delivery date, number of boxes expected, carrier (UPS, FedEx, etc.) and to notify the Cardholder when delivery is made.

## **6.6 Cardholder Record Keeping**

**6.6.1** Procurement Log – Whenever a transaction is made, either over the counter or by telephone, documentation shall be made on the Procurement Log (Attachment 4.4) and all sales documents (packing slip, invoice, cash register tape and purchasing card slips, etc.) can be attached to the log as proof of the purchase. Such documentation will be used to verify the purchases listed on the Cardholder's monthly statement of account.

The information headings on the Procurement Log are self-explanatory. However, the following reminders should be noted:

- Vendor – Record the vendor's name.
- Comments – add miscellaneous information pertaining to the purchase under this heading. Comments" may include under/over shipment of

quantity, goods were damaged, purpose of purchase, errors to be resolved.

- Receipt date/received by – is important to record

**6.6.2** Over the Counter Transactions – When the purchase is made over the counter, the Cardholder shall retain the invoice and “customer copy” of the charge receipt. The Cardholder is responsible to check that the vendor lists the quantity, fully describes the item(s), excluding sales tax, and does not make arithmetic errors, prior to the Cardholder signing the slip. The transaction’s details shall also be added to the cardholder “Procurement Log”. (Attachment F).

**6.6.3** Telephone Transactions – When making a purchase by telephone (make sure to inform Vendor that Jefferson County is tax exempt), the cardholder shall also document the transaction on the “Purchasing Log”. When the goods are received after placing the telephone order, retain all shipping documentation.

## **6.7. Review and Payment of Monthly Statement**

**6.7.1** Department Head Approval -The Department Head shall check the Cardholder’s monthly statement and purchasing log and confirm the following items as minimum:

- Itemized receipts and shipping documents exist for each purchase.
- The goods were received or the services were performed
- The Cardholder has complied with applicable procedures, including this P-Card procedure.

The Department Head shall assign budget account numbers and sign reconciled statement indicating his review and approval. The Department Head’s signature/approval of a Cardholder’s monthly statement indicates that the Cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.

**6.7.2** Lack of Documentation of Transaction – If the Cardholder does not have documentation of a transaction listed on the monthly statement, he/she shall attach an explanation that includes a description of the item(s) purchase, date of purchase, Vendor’s name and reason for the lack of supporting documentation. Three “lack of supporting documentation” shall cause the cardholder’s card to be revoked.

**6.7.3** P-Card Returns -If an item is not satisfactory, received wrong, damaged and/or defective, duplicate order, etc. the following steps should be followed. The cardholder makes contact with vendor to obtain a “Return Material Authorization” (RMS) number. (Every vendor is different for return policies – make sure your return meets their criteria without incurring a restocking fee). The item(s) to be returned needs to be repacked in original manufacturer’s carton. Make out “Return Form” (Attachment 4.7). Fill in all information as completely as possible.

- Enclose one copy in box being returned.
- Keep one copy for your records. (Purchasing Log)

A credit voucher should then be received and reflected on your next monthly statement. When an item has been returned and a credit voucher received, the cardholder shall verify that this credit is reflected on the monthly statement. If the Vendor has not replaced or corrected the item by the date the Cardholder receives his/her monthly statement, then the purchase of that item will be considered in dispute.

Attach "Statement of Questioned item" from 4.5 to monthly statement.

**6.7.4 Disputed Charge** – If the Cardholder is disputing a charge, he/she shall complete a disputed charge report and include it with the statement package.

See "Statement of Questioned Item" form (Attachment C)

If the Cardholder's monthly statement lists a transaction where the goods have not been received or some other discrepancy, the Cardholder should resolve these items prior to his/her sending an approved monthly statement to the Program Coordinator. Most exceptions can be resolved between the Cardholder and the Vendor. If the dispute cannot be settled at this level, the Cardholder shall advise the Program Coordinator and provide Program Coordinator a copy of all correspondences.

**6.7.5 Transactions not appearing on Statement** – If purchased items or credits are not listed on the monthly statement, the appropriate transaction documentation shall be **RETAINED** by the Cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within 60 days after the date of purchase, the Cardholder or Department Head shall notify the Program Coordinator to resolve and reconcile the statement.

## **6.8 Monthly Account Summaries**

**6.8.1 Monthly Account Summaries**, listing all transactions, shall be issued by the Bank to the appropriate County staff and Department Heads. These listings will allow Department Heads to track their cardholder's activities.

## **6.9 Reports**

**6.9.1** The follow reports are issued by the Bank on a monthly basis:

- Master Statement of Account – listing or all transactions by the Cardholder for the preceding month (30days), sent directly to the Program Coordinator.
- Individual Account Statement – This is the Bank's listing issued to Jefferson County covering Cardholder transactions, sent directly to each Cardholder.

## **6.10 Accounting Transaction Recording**

On a monthly basis, the Bank will provide an electronic file and/or paper copy, listing all activity for the period, to the Program Coordinator. For this purpose, when each procurement card is issued, a single account/center number will be assigned to the card. All transactions for that card will have this account as part of the data file.

Any questioned/disputed items are indicated by the cardholder on the Monthly Statements which are sent to Program Coordinator after the cardholder review them. All questioned/disputed items will be held in a file and the Program Coordinator will periodically check with the cardholder regarding the resolution of such items. If necessary, the questioned item will be referred to the Program Coordinator for resolution.

## **6.11 Card Security**

**6.11.1** It is the Cardholder's and/or Department Head's responsibility to safeguard the purchasing card and account number to the same degree that a Cardholder safeguards his/her personal credit information. The Cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that Cardholder having his/her card withdrawn and disciplinary action.

**6.11.2** If the card is lost or stolen the Cardholder shall immediately notify the United Bank at the following number: 1-800-242-7600. Representatives are available 24 hours a day. Advise representative that the call is regarding a Visa Procurement Card. The cardholder may also call 1-800-VISA911.

The Program Coordinator is also to be notified immediately. The Cardholder shall also notify his/her Department Head of the lost or stolen card within (1) working day after discovering the card missing. The Cardholder shall prepare and submit to his/her Department Head a written report of the loss within five (5) working days. This report shall include the following information:

- a) The card number
- b) The Cardholder's full name
- c) The date and location of the loss of the card
- d) If stolen, date reported to police
- e) Date and time the Bank was notified
- f) Any authorized purchase(s) made on the day the card was lost
- g) Any other relevant information

A copy of this report shall be forwarded to the Program Coordinator. The Program Coordinator shall also send the "Lost or Stolen Card Notification" form to the Bank (Attachment D).

**6.11.3** A new card shall be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost shall be cut in half and given to the Department Head. The Department Head and Cardholder shall sign the "Card Destruction Notice" form (Attachment E) and forward to the Program Coordinator who will notify the Bank.

**6.12 Cardholder Transfer/Separation**

**6.12.1** Prior to a transfer to another department or separation from Jefferson County, the Cardholder shall surrender the purchasing card and current purchasing card purchasing logs to his/her Department Head. Upon its receipt, the Department Head will review, approve and forward to Accounts Payable, the month end purchasing card statement. The Department Head shall cut the purchasing card in half, complete the "Card Destruction Notice" and forward the form to the Program Coordinator. The Coordinator will notify the LG P-Card Program at 1-877-982-9148 or by e-mail at [wvlgpcard@wvsao.gov](mailto:wvlgpcard@wvsao.gov). Coordinator will complete a Card Maintenance Forms and send to the WV LG P-Card Program.

**6.12.2** If this is a transfer, when the Cardholder reports to his/her new department, he/she may request a new card in accordance with Section 6.2 of this procedure.

# JEFFERSON COUNTY PURCHASING CARD PROGRAM

## REQUEST FOR P-CARD

A P-Card is requested for the following employee:

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

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

Department: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Restricted Purchases:

Monthly Credit Limit: requested \$ \_\_\_\_\_

Single Transaction Limit \$ \_\_\_\_\_

Number of Transactions per day \_\_\_\_\_ (20 or less transactions is the standard)

Number of transactions per billing cycle \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

# JEFFERSON COUNTY PURCHASING CARD PROGRAM

## CARD DESTRUCTION NOTICE

The attached P-Card was destroyed for the following reason (please check one):

- Card had been reported as lost and was subsequently found.
- Cardholder has left employment with the County.
- Cardholder has transferred to another department within the County.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cardholder Name (signed): \_\_\_\_\_

Cardholder Name (printed): \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

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

# JEFFERSON COUNTY PURCHASING CARD PROGRAM

## STATEMENT OF DISPUTED ITEM(S)

Cardholder Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Transaction Amount: \_\_\_\_\_ Transaction Date: \_\_\_\_\_

The above referenced transaction is being disputed for the following reason(s):

\_\_\_ There is a difference in the amount I authorized and the amount I was billed. (A copy of your charge must be enclosed).

\_\_\_ I only transacted one charge and I was previously billed for this sales draft. (Date of previous charge: \_\_\_\_\_)

\_\_\_ The above transaction is mine but I am disputing the transaction. (Please state your reasons why in detail.)

\_\_\_ I do not recognize the above transaction.

\_\_\_ I have received a credit voucher for the above transaction, but it has not yet appeared on my account. (A copy of the credit voucher must be enclosed).

\_\_\_ My account has been charged for the above transaction, but I have not received this merchandise. The details of my attempt to resolve the disputes with the merchant and the merchant's response are indicated below.

\_\_\_ My account has been charged for the above transaction, but the merchandise has since been returned.

(Please enclose a copy of your shipping receipt).

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

Attach completed form to your monthly LG P-Card statement for review and approval of your department head.

Attachment - C

**JEFFERSON COUNTY PURCHASING CARD PROGRAM**  
**LOST/STOLEN CARD NOTIFICATION**

Card Was: \_\_\_ Lost \_\_\_ Stolen \_\_\_ Other (Describe) \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Date Called Into Bank: \_\_\_\_\_

Approved By: \_\_\_\_\_

For Jefferson County

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

Cardholder/Authorized Signer's Name: \_\_\_\_\_

LOST OR STOLEN LG P-CARDS MUST BE REPORTED IMMEDIATELY TO UNITED BANK AT 1.800.242.7600  
OR VISA AT 1.800.VISA.911.

THE CARDHOLDER MUST COMPLETE THE FORM AND IT MUST BE SUBMITTED WITHIN 24 HOURS OF THE  
CARD LOSS TO THE PROGRAM COORDINATOR. THE COORDINATOR WILL COMPLETE A CARD  
MAINTENANCE FORM AND SEND IT TO THE WV LG P-CARD PROGRAM.

# JEFFERSON COUNTY PURCHASING CARD PROGRAM

## RETURN MERCHANDISE FORM

Return to (Vendor): \_\_\_\_\_

From (Cardholder): \_\_\_\_\_

Account Number: \_\_\_\_\_

Sales Order Number: \_\_\_\_\_

Date of Transaction: \_\_\_\_\_

Amount of Transaction: \_\_\_\_\_

Description of Merchandise: \_\_\_\_\_

Reason for return:

Wrong item received

Damaged

Duplicate Order

Defective

Did not like product

Other

Detail \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_



<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
--

**AGENDA REQUEST FORM**

Name: Sandy McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: August 4, 2011

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

If a specific date is needed, please provide reason for specific date:

Subject: **Discuss topics and date for Council of Government Rountable meeting**

Please provide the County Commission with a description of your request or presentation, including any background information:

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

Attachments: August and September Calendar

# August 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# September 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**WEST VIRGINIA LOTTERY  
WEEKLY SETTLEMENT FOR CHARLES TOWN**

Week Ending Date	Week Ending July 16, 2011
<b>To be Deposited on:</b>	July 22, 2011
Amount Played	76,622,705.98
Amount Won	68,942,119.66
Amount Promo	<u>231,652.00</u>
<b>Adjusted Gross Terminal Revenue</b>	<u><b>7,448,934.32</b></u>
Administrative Costs @ 4%	297,957.37
Excess Lottery Fund @ 4%	<u>0.00</u>
<b>Net Terminal Revenue</b>	<u><b>7,150,976.95</b></u>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	<i>0.00</i>
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	<i>0.00</i>
<b>Adjusted Net Terminal Revenue</b>	<u><b>7,150,976.95</b></u>
Racetrack @ 46.50% / 42%	3,325,204.28
Lottery Fund @ 30% / 0%	2,145,293.13
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	500,568.39
Workers' Compensation Debt Reduction @ 7% / 0%	500,568.39
Employee Pension Fund @ 1% / .5%	71,509.76
Greyhound Development @ .75%	53,632.33
Thoroughbred Development @ .75%	53,632.33
Racing Commission @ 1%	71,509.76
County/Municipality @ 2%	143,019.52
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	98,325.93
Development Office Promotion Fund @ .375%	26,816.16
Research Challenge Fund @ .5%	35,754.88
Capitol Renovation and Improvement Fund @ .6875%	49,162.97
2004 Capitol Complex Parking Garage Fund @ .0625%	4,469.36
<b>1% Funds:</b>	
State Capitol Complex Parking Garage @ 1%	71,509.76
Cultural Facilities and Capitol Resources @ .5%	0.00
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>0.00</u>
	<u><b>7,150,976.95</b></u>

WEST VIRGINIA LOTTERY

First Benchmark

Charles Town

County / City Split

Fiscal Year 2012

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 34.56%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
2 days ending: 7/1/2011 - 7/2/2011	\$ 69,824.12	\$ 69,824.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week Ending: 07/09/11	\$ 171,717.28	\$ 171,717.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/16/11	\$ 143,019.52	\$ 143,019.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 384,560.92	\$ 384,560.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ 527,502.56

VIDEO LOTTERY REPORT

FY 2009		FY 2010		FY 2011		FY 2012	
Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/5/2008 *	169,912.56	7/4/2009 *	128,262.42	7/3/2010	115,402.58	7/1-2/2011	69,824.12
7/12/2008	176,592.38	7/11/2009	168,815.08	7/10/2010	205,731.64	7/9/2011	171,717.28
7/19/2008	160,344.08	7/18/2009	160,652.98	7/17/2010	161,386.76	7/16/2011	143,019.52
7/26/2008	162,982.74	7/25/2009	158,869.08	7/24/2010	160,368.28		
8/2/2008	178,171.04	8/1/2009	174,493.08	7/31/2010	157,802.08		
8/9/2008	123,538.04	8/8/2009	138,408.80	8/7/2010	136,494.98		
8/16/2008	82,482.89	8/15/2009	81,222.14	8/14/2010	78,376.68		
8/23/2008	76,426.18	8/22/2009	76,260.31	8/21/2010	76,199.02		
8/30/2008	89,459.86	8/29/2009	80,472.92	8/28/2010	72,460.03		
9/6/2008	91,644.46	9/5/2009	80,798.15	9/4/2010	76,362.84		
9/13/2008	79,729.93	9/12/2009	86,286.92	9/11/2010	82,969.36		
9/20/2008	71,269.36	9/19/2009	70,010.15	9/18/2010	67,638.78		
9/27/2008	79,735.73	9/26/2009	69,316.87	9/25/2010	70,435.06		
10/4/2008	75,186.22	10/3/2009	72,286.04	10/2/2010	71,013.86		
10/11/2008	77,139.04	10/10/2009	69,650.63	10/9/2010	69,311.50		
10/18/2008	80,668.26	10/17/2009	73,560.21	10/16/2010	75,234.62		
10/25/2008	64,379.44	10/24/2009	67,581.66	10/23/2010	70,290.80		
11/1/2008	68,352.42	10/31/2009	64,528.30	10/30/2010	65,615.04		
11/8/2008	70,823.02	11/7/2009	63,741.59	11/6/2010	61,337.62		
11/15/2008	65,565.50	11/14/2009	65,959.64	11/13/2010	64,595.28		
11/22/2008	63,883.80	11/21/2009	59,547.05	11/20/2010	56,010.08		
11/29/2008	69,850.12	11/28/2009	72,399.98	11/27/2010	71,170.90		
12/6/2008	55,696.68	12/5/2009	51,006.51	12/4/2010	53,215.08		
12/13/2008	60,178.04	12/12/2009	52,460.58	12/11/2010	46,944.00		
12/20/2008	52,189.19	12/19/2009	32,834.39	12/18/2010	42,076.76		
12/27/2008	72,205.91	12/26/2009	53,406.34	12/25/2010	50,450.28		
1/3/2009	96,504.65	1/2/2010	92,980.40	1/1/2011	85,152.12		
1/10/2009	53,286.62	1/9/2010	55,020.46	1/8/2011	54,301.30		

1/17/2009	56,068.87	1/16/2010	60,551.28	1/15/2011	54,005.90
1/24/2009	71,474.63	1/23/2010	69,943.53	1/22/2011	60,924.74
1/31/2009	61,089.80	1/30/2010	48,527.75	1/29/2011	48,036.94
2/7/2009	83,539.63	2/6/2010	37,155.14	2/5/2011	60,777.44
2/14/2009	76,054.44	2/13/2010	44,334.00	2/12/2011	67,471.84
2/21/2009	91,838.41	2/20/2010	76,946.12	2/19/2011	72,018.54
2/28/2009	80,806.88	2/27/2010	72,024.40	2/26/2011	75,544.02
3/7/2009	48,837.13	3/6/2010	76,936.85	3/5/2011	74,535.34
3/14/2009	96,025.39	3/13/2010	71,007.37	3/12/2011	66,979.48
3/21/2009	79,002.82	3/20/2010	74,335.38	3/19/2011	73,113.26
3/28/2009	79,250.83	3/27/2010	69,941.88	3/26/2011	68,490.80
4/4/2009	75,968.30	4/3/2010	70,636.28	4/2/2011	70,846.58
4/11/2009	75,964.94	4/10/2010	69,692.79	4/9/2011	67,076.78
4/18/2009	80,598.22	4/17/2010	69,335.92	4/16/2011	64,698.56
4/25/2009	75,571.46	4/24/2010	68,714.11	4/23/2011	67,674.14
5/2/2009	73,957.05	5/1/2010	68,799.06	4/30/2011	66,807.50
5/9/2009	76,697.22	5/8/2010	67,403.54	5/7/2011	66,379.74
5/16/2009	71,925.70	5/15/2010	70,186.32	5/14/2011	66,699.76
5/23/2009	81,395.43	5/22/2010	64,695.71	5/21/2011	63,210.44
5/30/2009	82,161.55	5/29/2010	67,157.40	5/28/2011	64,724.06
6/6/2009	74,895.74	6/5/2010	77,371.80	6/4/2011	74,952.34
6/13/2009	67,327.23	6/12/2010	66,106.29	6/11/2011	62,203.12
6/20/2009	75,500.53	6/19/2010	64,888.48	6/18/2011	61,200.76
6/27/2009	67,354.10	6/26/2010	63,950.29	6/25/2011	65,470.44
6/30/2009 ***	32,059.58	6/30/2010	29,667.19	6/30/2011	34,351.16

TOTALS 4403564.04

4041141.56

4016541.01

384560.92

Table Game Revenue  
FY 2011

<b>Date</b>	<b>Amount</b>
July/August, 2010	154,185.68
September, 2010	94,247.84
October, 2010	105,903.60
November, 2010	108,717.67
December, 2010	118,721.11
January, 2011	106,189.21
February, 2011	105,776.45
March, 2011	120,927.10
April, 2011	130,654.61
May, 2011	130,492.02
June, 2011	121,576.41

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1297391.7

**WEST VIRGINIA LOTTERY  
WEEKLY SETTLEMENT FOR CHARLES TOWN**

Week Ending Date	Week Ending July 23, 2011
To be Deposited on:	July 29, 2011
Amount Played	76,227,279.48
Amount Won	68,353,543.02
Amount Promo	<u>236,367.00</u>
MWAP Contribution	<u>6,743.66</u>
<b>Adjusted Gross Terminal Revenue</b>	<b><u>7,630,625.80</u></b>
Administrative Costs @ 4%	305,225.04
Excess Lottery Fund @ 4%	<u>0.00</u>
<b>Net Terminal Revenue</b>	<b><u>7,325,400.76</u></b>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	0.00
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	\$ -
<b>Adjusted Net Terminal Revenue</b>	<b><u>7,325,400.76</u></b>
Racetrack @ 46.50% / 42%	3,406,311.35
Lottery Fund @ 30% / 0%	2,197,620.27
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	512,778.05
Workers' Compensation Debt Reduction @ 7% / 0%	512,778.05
Employee Pension Fund @ 1% / .5%	73,254.00
Greyhound Development @ .75%	54,940.51
Thoroughbred Development @ .75%	54,940.51
Racing Commission @ 1%	73,254.00
County/Municipality @ 2%	146,508.00
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	100,724.26
Development Office Promotion Fund @ .375%	27,470.25
Research Challenge Fund @ .5%	36,627.00
Capitol Renovation and Improvement Fund @ .6875%	50,362.13
2004 Capitol Complex Parking Garage Fund @ .0625%	4,578.38
<b>1% Funds:</b>	
State Capitol Complex Parking Garage @ 1%	73,254.00
Cultural Facilities and Capitol Resources @ .5%	0.00
Capitol Dome and Capitol Improvements @ .5% / 1%	0.00
	<b><u>7,325,400.76</u></b>

WEST VIRGINIA LOTTERY  
 First Benchmark  
 Charles Town  
 County / City Split  
 Fiscal Year 2012

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 34.56%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
2 days ending: 7/1/2011 - 7/2/2011	\$    69,824.12	\$    69,824.12	\$            -	\$            -	\$            -	\$            -	\$            -	\$            -
Week Ending: 07/09/11	\$ 171,717.28	\$ 171,717.28	\$            -	\$            -	\$            -	\$            -	\$            -	\$            -
07/16/11	\$ 143,019.52	\$ 143,019.52	\$            -	\$            -	\$            -	\$            -	\$            -	\$            -
07/23/11	\$ 146,508.00	\$ 146,508.00	\$            -	\$            -	\$            -	\$            -	\$            -	\$            -
Subtotal	\$ 384,560.92	\$ 384,560.92	\$            -	\$            -	\$            -	\$            -	\$            -	\$            -

Benchmark Goal @ 2%         \$    912,063.48  
 Remainder until 1% / 1% Split   \$    527,502.56

VIDEO LOTTERY REPORT

FY 2009		FY 2010		FY 2011		FY 2012	
Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/5/2008 *	169,912.56	7/4/2009 *	128,262.42	7/3/2010	115,402.58	7/1-2/2011	69,824.12
7/12/2008	176,592.38	7/11/2009	168,815.08	7/10/2010	205,731.64	7/9/2011	171,717.28
7/19/2008	160,344.08	7/18/2009	160,652.98	7/17/2010	161,386.76	7/16/2011	143,019.52
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8/2/2008	178,171.04	8/1/2009	174,493.08	7/31/2010	157,802.08		
8/9/2008	123,538.04	8/8/2009	138,408.80	8/7/2010	136,494.98		
8/16/2008	82,482.89	8/15/2009	81,222.14	8/14/2010	78,376.68		
8/23/2008	76,426.18	8/22/2009	76,260.31	8/21/2010	76,199.02		
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9/6/2008	91,644.46	9/5/2009	80,798.15	9/4/2010	76,362.84		
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10/11/2008	77,139.04	10/10/2009	69,650.63	10/9/2010	69,311.50		
10/18/2008	80,668.26	10/17/2009	73,560.21	10/16/2010	75,234.62		
10/25/2008	64,379.44	10/24/2009	67,581.66	10/23/2010	70,290.80		
11/1/2008	68,352.42	10/31/2009	64,528.30	10/30/2010	65,615.04		
11/8/2008	70,823.02	11/7/2009	63,741.59	11/6/2010	61,337.62		
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3/7/2009	48,837.13	3/6/2010	76,936.85	3/5/2011	74,535.34
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3/21/2009	79,002.82	3/20/2010	74,335.38	3/19/2011	73,113.26
3/28/2009	79,250.83	3/27/2010	69,941.88	3/26/2011	68,490.80
4/4/2009	75,968.30	4/3/2010	70,636.28	4/2/2011	70,846.58
4/11/2009	75,964.94	4/10/2010	69,692.79	4/9/2011	67,076.78
4/18/2009	80,598.22	4/17/2010	69,335.92	4/16/2011	64,698.56
4/25/2009	75,571.46	4/24/2010	68,714.11	4/23/2011	67,674.14
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5/9/2009	76,697.22	5/8/2010	67,403.54	5/7/2011	66,379.74
5/16/2009	71,925.70	5/15/2010	70,186.32	5/14/2011	66,699.76
5/23/2009	81,395.43	5/22/2010	64,695.71	5/21/2011	63,210.44
5/30/2009	82,161.55	5/29/2010	67,157.40	5/28/2011	64,724.06
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6/13/2009	67,327.23	6/12/2010	66,106.29	6/11/2011	62,203.12
6/20/2009	75,500.53	6/19/2010	64,888.48	6/18/2011	61,200.76
6/27/2009	67,354.10	6/26/2010	63,950.29	6/25/2011	65,470.44
6/30/2009 ***	32,059.58	6/30/2010	29,667.19	6/30/2011	34,351.16
<b>TOTALS 4403564.04</b>			<b>4041141.56</b>	<b>4016541.01</b>	<b>531068.92</b>

Table Game Revenue  
FY 2011

Date	Amount
July/August, 2010	154,185.68
September, 2010	94,247.84
October, 2010	105,903.60
November, 2010	108,717.67
December, 2010	118,721.11
January, 2011	106,189.21
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March, 2011	120,927.10
April, 2011	130,654.61
May, 2011	130,492.02
June, 2011	121,576.41
	<u>1297391.7</u>



COMCAST FINANCIAL AGENCY CORPORATION  
 A Comcast Cable Communications Group Company  
 1701 JFK Boulevard  
 Philadelphia, PA 19103-2838

REMITTANCE ADVICE

No. 209772525

Date : 20-JUL-11

Vendor Name : JEFFERSON COUNTY OF WV

Vendor No. : 258321

INVOICE NO.	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
Q211CNTYJEFFERSON	13-JUL-11	2-FFKM025	0.00	90,684.26
<b>RECEIVED</b>				
JUL 25 2011				
Jefferson County Commission				
<b>TOTAL</b>			0.00	90,684.26

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

JPMorgan Chase, N.A.  
 Columbus, OH 43271  
 56-1544/441



No. 209772525

Date 20-JUL-11  
 Void After 180 Days

Pay Ninety Thousand Six Hundred Eighty-Four Dollars And 26 Cents\*\*\*\*\*

\$ \*\*\*\*\*90,684.26

To The Order Of JEFFERSON COUNTY OF WV  
 PO BOX 250  
 CHARLESTOWN, WV 25414

Authorized Signature *David A. Scott*

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

209772525 04415443

675528343



Comcast Cable Communications, Inc.  
200 Cresson Blvd., P.O. Box 989  
Oaks, PA 19456-0989

County of Jefferson  
P. O. Box 250  
Charles Town, WV 25414

For the Quarter Ended June 30, 2011

Basic	\$1,038,975.83
Pay	\$106,130.30
Digital	\$376,714.85
Commercial	\$4,288.53
PPV & VOD	\$60,928.09
Equipment	\$5,989.34
Installation	\$29,529.73
Net Ad Sales	\$104,465.08
Shopping	\$10,848.72
Other	\$22,671.91
Total Revenue	<u>\$1,760,542.38</u>
Bad Debt / Write Off	(\$33,223.21)
Total Franchise Fee Base	<u>\$1,727,319.17</u>
Franchise Fee Percentage	5.00%
Franchise Fees	<u>\$86,365.96</u>
Add Fee on Fee	\$4,318.30
Total Payment Due	<u><u>\$90,684.26</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.

Brian Strain  
Financial Analyst

RECEIVED

JUL 25 2011

Jefferson County Commission

20 July 2011

W. Matthew Harris

P.O. Box 1135

Ranson, WV 25438

Jefferson County Commission

124 E. Washington St.

Charles Town, WV 25414

Ref: County Government Space

Hello Commissioners;

I would like to thank Jefferson County Commission for make the important decision to seek additional space with existing facilities. As some of you may know, I am a huge history fan of history and do not believe in hindering historical landmarks regardless of reason.

I believe the residents of Jefferson County will be glad to assist in any way possible to locate the space need to house County Governments with existing structures. Finding the right space for the right price is important to the taxpayers.

My only request to the Commission is for the Commission to request the vote of Jefferson County Residents before any decisions are made in respect to the prospective location. Please seek the advice of the people.

Respectfully

W. M. Harris

Candidate for Delegate of West Virginia

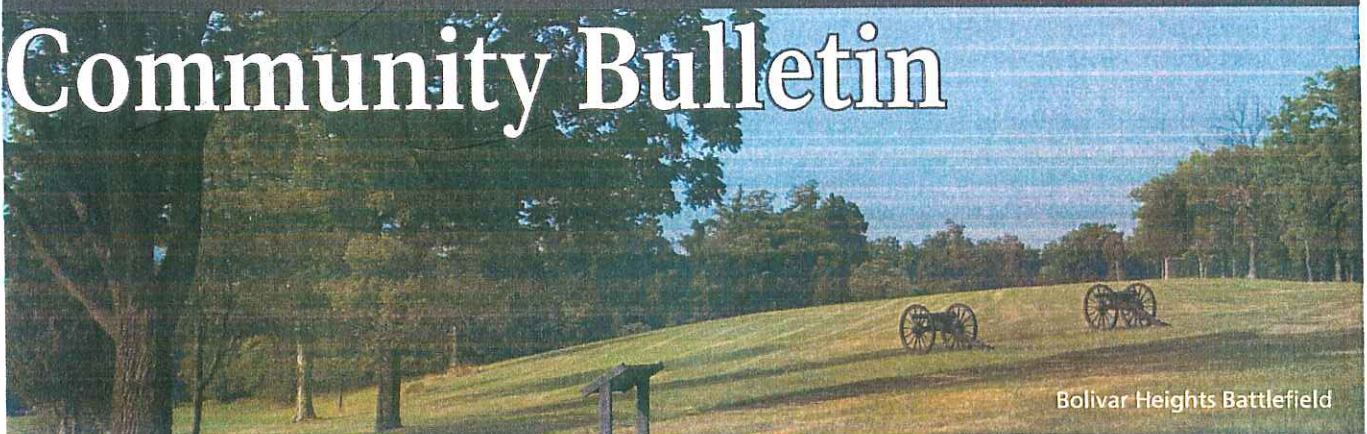
**RECEIVED**

JUL 25 2011

Jefferson County Commission



# Community Bulletin



Bolivar Heights Battlefield

## Giving Aid and Comfort: Medical and Relief Work During the Civil War

On Saturday and Sunday, August 13th and 14th, Harpers Ferry NHP invites the public to attend a special living history program, "Giving Aid and Comfort: Medical and Relief Work During the Civil War." Living history volunteers along with park staff will portray Harpers Ferry's medical and relief efforts which provided aid and comfort to the thousands of soldiers fighting during the American Civil War. The outpouring of funds and care was so vast that the relief effort was described as "an artery of the people's love to the people's army." This program will tell the story of both the national and local civilian and military efforts to sustain the Union Army.

In the autumn of 1864, General Philip Sheridan prepared his army for the Shenandoah Valley Campaign. Harpers Ferry became a supply depot for food, equipment, ammunition and medical attention for the army in the field. Commissary, Diet Kitchens, a Soldiers Rest, the U.S. Quartermaster, and Sanitary Commission were included in the vast sustenance needed for that army.

Special exhibits will be open from 11 a.m. to 4 p.m. on Saturday and Sunday.

Ranger-guided walking tours will be offered at 1, 2, and 3 featuring how the town was utilized by both civilian and military operations from camp to grave and a historic weapons firing demonstration.

For additional information, please call the Information Center at 304-535-6029.

### Programming Schedule:

**1:00 pm "Beans Killed More Than Bullets: The Diet Kitchen"** Two thirds of soldiers' deaths in the American Civil War were due to diseases from bad food, septic conditions and vermin. Join a Civil War soldier on his journey from the company of his comrades to the "patriot grave," and discover the dangers lurking in the lives of every soldier in the American Civil War.

**2pm "The Hidden Enemy: Carriers of Disease"** Discover the struggles for surgeon and soldier as they wage a battle to save lives.

**3:00 pm "Summer of Fire: Make the Valley a Desert"** Join this guided walking tour and weapons firing demonstration. The hot months of summer

during the Civil War were the prime opportunity for an army to march and fight. Join park rangers as they recount the fire that raged around Harpers Ferry during four long years of war.

### In the Shadows of John Brown: The 1861 Battle of Bolivar Heights

Harpers Ferry NHP invites the public to attend this special Civil War 150th Commemorative Event on Saturday and Sunday, October 15-16, 2011.

This event includes special ranger-guided programs, book signings and author discussions, family and youth activities, and archeology activities.

Visitors must park at the Cavalier Heights Visitor Center and board shuttle buses to the event on Bolivar Heights. The National Park Service expects this to be a busy event, so plan to arrive early and allow for transportation time to reach event activities.

# Under Fire: The Battle of Harpers Ferry 1862

"We are surrounded by enemy batteries", wrote a Union officer garrisoned at Harpers Ferry on September 15, 1862. On that day, the 12,500-man Union garrison surrendered to Confederate General Thomas "Stonewall" Jackson. This military action at Harpers Ferry was the largest surrender of Union troops during the American Civil War. Following the surrender of Federal troops, Jackson's men marched northward to join Confederate General Robert E. Lee near Sharpsburg, Maryland, arriving in time to save Lee's flank from annihilation during the Battle of Antietam.

On Saturday and Sunday, July 16-17, Harpers Ferry Park's Living History staff will present federal artillery demonstrations on the battle which led to General Stonewall Jackson's capture of 12,500-man Federal soldiers. Visitors are invited to witness the power of the Federal artillery that defended

the Union garrison during the Siege of 1862. A military camp will be open for visitation on the Bolivar Heights Battlefield from 11:00 to 4:00pm.

Artillery demonstrations are scheduled for 1, 2 and 3 p.m. Visitors will be shuttled from the Visitor Center at Cavalier Heights to the Bolivar Heights Battlefield.

## Upcoming Events

**August 20-21 - "Beehive Oven Baking and Rye Straw Bread Basket Weaving"**

**Time:** 11:00 AM - 4:00 PM

**Location:** Lower Town

Learn the basics of making bread and rising in Rye Straw Baskets. Watch how Frederick Roeder was able to run large bake ovens.

**September 3 - Military Band Concert "Free Country," U.S. Marine Band**

**Time:** 6:00 PM

**Location:** Camp Hill, Mather Training Center grounds

Enjoy the music of one of our country's premier military bands.

**September 3-4 - "Eyes of the Army: The Calvary Factor"**

**Time:** 11:00 AM - 4:00 PM

**Location:** Lower Town

Join members of the 2nd US Cavalry as they demonstrate the speed and might of horse and soldier.

**October 1 - "Mr. Lincoln Returns to Harpers Ferry"**

**Time:** 1:00 PM & 3:00 PM

**Location:** Lower Town

Our 16th president comes to life as Jim Getty portrays Abraham Lincoln.

**October 8 - "Reacting to the Raid: Virginia Militia Arming to the Teeth"**

**Time:** 11:00 AM - 4:00 PM


**Location:** Lower Town

Features militia drill and firing demo, martial law, ladies fair booth, and grand civic barbecue. Special tours at 1,2,3 and 4 p.m.

**October 22-23 - "Basil Williamson's Tavern and the War of 1812"**

**Time:** 11:00 AM - 4:00 PM

**Location:** Lower Town, Harper House  
Special displays and living history rangers and volunteers help revisit and portray the town's reaction to the British invasion! Special program at 3 p.m.



National Park Service  
U.S. Department of the Interior

The history of Harpers Ferry has few parallels in the American drama. It is more than one event, one date, or one individual. It is multi-layered, involving a diverse number of people and events, decisions and actions that influenced the course of our nation's history. Visit Harpers Ferry and step into history.

Harpers Ferry National Historical Park  
P.O. Box 65  
Harpers Ferry, West Virginia 25425

Visitor Center  
304-535-6029

Harpers Ferry Historical Association Bookshop  
304-525-6881

Harpers Ferry NHP Home Page  
[www.nps.gov/hafe/](http://www.nps.gov/hafe/)

The National Park Service cares for the special places saved by the American people so that all may experience our heritage.

## Remembering the Niagara Movement: A Pilgrimage to John Brown's Fort

On Sunday, August 21 at 8:30 a.m. Harpers Ferry National Historical Park invites the public to retrace the 1906 footsteps of the men and women of the Niagara Movement during a commemorative walk to the 1906 site of the John Brown Fort. The ceremony will include music, historic readings and a memorial roll call of the members of the Niagara Movement.

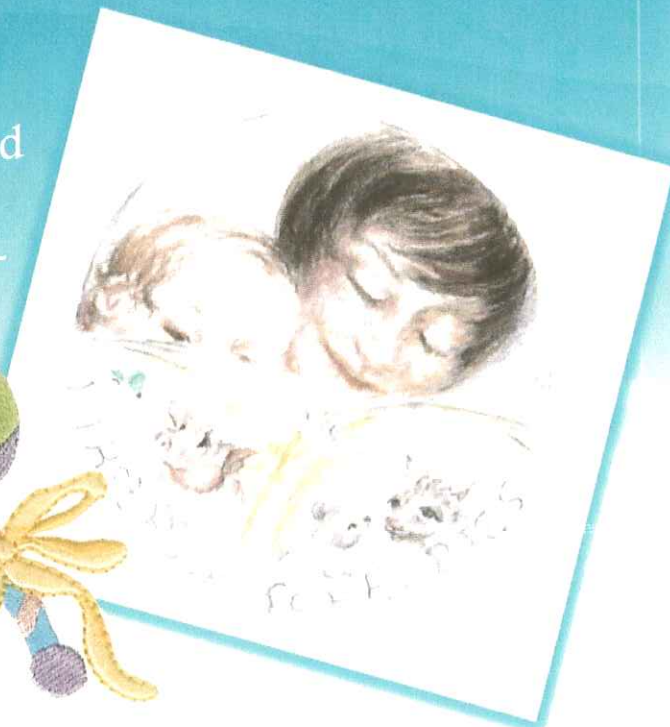
Following the pilgrimage, a non-denominational memorial service will be held at 10:00 a.m. at the Curtis Freewill Baptist Church in Harpers Ferry. Those wishing to participate should drive directly to the Murphy Farm and then to the church.

For further information, call Harpers Ferry National Historical Park at 304-535-6029.

# FIRST BOOKS FOR BABIES

## You Are Invited

Help us honor those who have helped give every new Jefferson County baby a boost toward literacy and life-long reading!



### Please join us

**when** Wednesday, August 10, at 2:00 p.m.

**where** Jefferson Memorial Hospital's first floor conference room.

**what** We will be presenting our 1,000<sup>th</sup> book to one of Jefferson County's newest citizens.

We will also be thanking the people who have made this important endeavor possible.

## Celebrate Baby 1,000!

**First Books for Babies** was started in December 2008 by a group of Jefferson County residents to promote literacy and make a difference in the lives of children born into our community. Since then, we have given books and literacy information to the parents of 1,000 babies born at Jefferson Memorial Hospital.

**Why read to an infant?** Reading helps babies build listening, memory and vocabulary skills. It fosters the bond between parent and child and helps the baby equate reading with positive feelings. It builds a foundation for independent reading and prepares the child for life in the literacy-rich environment of the 21st century.

### Thanks to our donors and sponsors!

**First Books for Babies** is a project of the Shepherdstown Public Library, the Jefferson County Reading Council and Jefferson Memorial Hospital with additional funding and support from the Jefferson County Commission, the Theater Department of Jefferson High School, the Hospital Auxiliary and many individual donors.



*Please  
RSVP  
304-  
876-8359*

*Mayor Peggy A. Smith  
requests the honor of your presence*

*as we celebrate the 225<sup>th</sup> Anniversary of  
the City of Charles Town  
during the Charles Town Heritage Festival*

*Saturday, the seventeenth of September  
at ten o'clock in the morning  
on the front steps of Charles Town City Hall*

*One Hundred and One East Washington Street  
Charles Town, WV*

*RSVP City of Charles Town  
By August 12, 2011  
304-725-2311 x 221*

