



City of Elkins

Regular Council Meeting

November 2, 2023
7:00 PM
401 Davis Avenue
Council Chamber, 2nd Floor

AGENDA

1. **Public Hearing on An Ordinance Of The Common Council Of The City Of Elkins, West Virginia, Amending The City Charter, Section 3.04(B) "Holding Other Office" By Eliminating Said Section**
2. **Invocation and Pledge of Allegiance**
3. **Call to order and roll call**
4. **Public comment**
5. **Minutes**
 - a. Proposed minutes for the meeting of Oct. 19, 2023
6. **Correspondence and Notifications**
7. **Committee Reports**
8. **Staff reports**
 - a. Treasurer's report
9. **Approval of vendor invoice payments**

(Available for public review in the city clerk's office two business days before this meeting, as required by W. Va. Ethics Commission Open Meetings Advisory Opinion 2012-04.)

Vendor invoices presented for approval: October 16-27, 2023.

10. **New business**
 - a. An Ordinance Of The Common Council Of The City Of Elkins, West Virginia, Amending The City Charter, Section 3.04(B) "Holding Other Office" By Eliminating Said Section (first of two readings)
 - b. Resolution 1690: Authorizing Acceptance of U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant award for law enforcement technology upgrades
 - c. Resolution 1694: Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (Operations Department)
 - d. Resolution 1695: Making reappointments to various city boards and commissions
 - e. Resolution 1696: Appointing M. Washington as PEIA Benefits Coordinator and Web Contributions Coordinator, and confirming W. Williams in the same roles

11. Mayor's comments

12. Adjournment



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 2, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of Oct. 19, 2023
Recommended By:	City Clerk
Summary:	Minutes proposed for council's regular Oct. 19 meeting
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. city council - 2023_10_19 - minutes_proposed

Proposed Minutes

ELKINS COMMON COUNCIL REGULAR MEETING MINUTES

***401 Davis Avenue
Council Chamber, 2nd Floor
October 19, 2023
7:00 p.m.***

Elkins Common Council met in regular session in the council chamber of city hall. Present were Councilpersons A.C. Carroll, R.C. Chenoweth, G.M. Hinchman, B.C. Kerns, C.C. Lowther, D.C. Parker, E. L. Plishka, L.S. Severino, and C.H. Thompson; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Manager M. Kesecker; City Attorney G. S. Roberts; and City Clerk S.R. Stokes (chair and recording secretary).

Councilor N.E. Bross-Fregonara and Mayor J.A. Marco were absent.

PUBLIC COMMENT

Alan Huffman, 206 Andrews Street, spoke in opposition to the proposal to amend the city charter as proposed, allowing the mayor to serve in more than one elected office.

MINUTES

Chenoweth **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF SEPTEMBER 21, 2023.**The motion carried.

APPROVAL OF VENDOR INVOICE PAYMENTS

Hinchman **MOVED APPROVAL OF THE INVOICES PRESENTED.** The motion carried.

The invoices in question were as specified on the following list, which is attached and made part of this record:

- Accounts Payable check transactions for the period September 18-October 13, 2023.

NEW BUSINESS

Councilor Lowther updated council on the possibility of contracting for recycling drop-off services in Elkins. At today's Randolph County Commission meeting, the commission voted to partner with the city and supply some funding for such a program. Cardboard, office paper, and steel and aluminum cans would be the only materials accepted. Plastics would not be accepted.

Carroll **MOVED THAT COUNCIL POSTPONE CONSIDERATION OF RESOLUTION 1690:
AUTHORIZING ACCEPTANCE OF U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL**

Proposed Minutes

JUSTICE ASSISTANCE GRANT AWARD FOR LAW ENFORCEMENT TECHNOLOGY UPGRADES UNTIL THE MAYOR AND CHIEF OF POLICE CAN BE PRESENT TO ANSWER QUESTIONS. The motion carried.

Carroll MOVED APPROVAL OF RESOLUTION 1691: AUTHORIZING ACCEPTANCE OF U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT DIRECT FUNDING FOR K9 UNIT. The motion carried.

Hinchman MOVED THAT COUNCIL ADOPT RESOLUTION 1692: GENERAL FUND BUDGET REVISION SAO 2024-001-02. In accordance with the requirements of the state auditor's office for inter-departmental budget revisions, the chair ordered a roll-call vote. The clerk called the roll in random order. The motion carried. Council votes were as follows:

Bross-Fregonara	Absent	Kerns	Yes	Severino	Yes
Chenoweth	Yes	Lowther	Yes	Thompson	Yes
Carroll	Yes	Parker	Yes	Mayor J. Marco (in case of tie)	absent
Hinchman	Yes	Plishka	Yes		

Thompson MOVED APPROVAL OF RESOLUTION 1693: AUTHORIZATION TO SPEND UP TO \$3,000 FROM CITY HALL CONTRACTED SERVICES FOR SIDEWALK IMPROVEMENTS RELATED TO 2023 WV DIVISION OF FORESTRY DEMONSTRATION CITY GRANT FOR TREE PLANTING DOWNTOWN. The motion carried.

The meeting was adjourned at 8:31 p.m.

***Approved by council at the meeting
of MONTH DAY, YEAR***

Jerry A. Marco, Mayor

Attest:

Sutton Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 2, 2023
Section:	Staff reports
Category:	Presentation
Agenda Item Name:	Treasurer's report
Recommended By:	Treasurer
Summary:	Treasurer's report containing information about rebates received through the city's participation in the state Purchasing Card (P-Card) program. The report also contains information about the current state of both the police and fire pension funds.
Fiscal Impact:	Informational purposes only
Recommendation:	Review
Attachments:	1. Treasurer's Report - 2023_10_19

General Fund Revenue Detail

	September Revenues	YTD Revenues	Percent of Revenues Collected Per Budget	Percent of Yr. Completed 25.00
Unassigned Fund Balance				384,359.00
County Tax	\$422,451.58	\$587,095.43	49.41%	1,188,238.00
B & O Tax	\$5,937.10	\$383,866.23	27.22%	1,410,000.00
Hotel/Motel Tax	\$24,544.25	\$77,304.31	39.64%	195,000.00
Gas & Oil Severance Tax	\$0.00	\$0.00	0.00%	25,000.00
2% City Utility Tax	\$6,915.48	\$20,436.47	29.19%	70,000.00
Utility Excise Tax	\$16,654.81	\$53,679.12	17.89%	300,000.00
Liquor Tax	\$0.00	\$21,932.24	23.84%	92,000.00
Police	\$273.71	\$2,175.15	9.06%	24,000.00
Municipal Court	\$1,909.28	\$8,161.56	13.16%	62,000.00
Code Enforcement	\$2,467.11	\$7,931.98	30.86%	25,700.00
Business License	\$830.00	\$7,310.00	25.21%	29,000.00
Intergovernmental	\$20,035.69	\$92,851.21	50.89%	182,471.00
Franchise/IRP Fees	\$5,471.69	\$37,357.50	26.68%	140,000.00
Phil Gainer Community Center	\$5,732.00	\$16,432.00	42.13%	39,000.00
Misc. Revenue	\$29,998.98	\$72,376.96	68.76%	105,260.00
Municipal Sales Tax	\$0.00	\$340,178.03	24.30%	1,400,000.00
TOTAL	\$543,221.68	\$1,729,088.19	30.48%	5,672,028.00

Bank Account Name	Balance as of 9/30/2023
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ARPA	\$881,074.00
Elkins Building Comm. Sinking Fund	\$0.00
Elkins Municipal Building Comm.	\$0.00
Financial Stabilization	\$937,857.81
Fire Pension Fund	\$2,416,516.75
Firemen's Pension & Relief Fund	\$0.00
Landfill Access Escrow	\$1,819,305.08
Landfill Post Closure	\$48,699.70
Payroll	\$380.97
Police Forfeitures	\$1,849.20
Police Pension Fund	\$4,057,740.30
Police Seizures	\$26,589.16
Policemen's Pension & Relief Fund	\$0.00
Pooled Cash-Coal Severance Fund	\$159,712.44
Pooled Cash-Fire Fund	\$494,439.83
Pooled Cash-General Fund	\$1,529,542.98
Pooled Cash-Landfill Fund	\$124,499.11
Pooled Cash-Parks Fund	\$897,674.89
Pooled Cash-Sanitation Fund	\$1,034,472.10
Pooled Cash-Sewer Fund	\$60,406.32
Pooled Cash-Water Fund	\$228,190.87
Sewer Depreciation	\$234,903.32
Sewer O&M	\$379,720.27
Sewer Project-Phase II	\$49.84
Water Depreciation	\$137,063.87
Water O&M	\$356,270.55

FY2024 Budget Control Summary

														YTD TOTALS
General Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$854,861.85	\$331,004.66	\$543,221.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$592,767.03	\$1,729,088.19
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$443,407.34	\$412,330.24	\$280,583.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,136,321.16
Sanitation Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$122,586.66	\$129,954.36	\$112,998.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$224,169.75	\$365,539.64
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$375,747.22	\$112,032.55	\$101,929.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$589,709.39
Sewer Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$216,523.92	\$207,080.31	\$221,353.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$184.77	\$644,957.28
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$244,836.96	\$218,863.56	\$181,441.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,139,198.04
Water Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$364,376.76	\$405,886.10	\$375,098.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$149,029.35	\$1,145,361.51
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$335,401.84	\$343,075.33	\$317,854.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$996,332.16
Fire Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$38,221.11	\$80,333.83	\$150,470.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,811.54	\$269,025.18
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$90,744.77	\$70,132.37	\$51,336.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$212,213.64
Landfill Fund														
Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	
	\$5,921.54	\$6,126.90	\$6,122.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,975.82	\$18,170.53
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$1,019.07	\$6.95	\$168.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,194.71



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 2, 2023
Section:	Approval of vendor invoice payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: October 16-27, 2023.
Recommended By:	City Treasurer
Summary:	General fund payments issued October 16-27, 2023. Individual invoices distributed to council prior to meeting.
Fiscal Impact:	During this period, total spending from the general fund was \$692,471.04
Recommendation:	Consider for approval
Attachments:	1. AP Check Report - 2023_10_19

VENDOR SET: 01 Elkins

BANK: ARPA America Rescue Plan Act

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02170	Elkins Little League							
I-CkReq9/27/23	Bleacher construction	R	10/02/2023	3,000.00		000108		3,000.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	3,000.00	0.00	3,000.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: ARPA TOTALS:	1	3,000.00	0.00	3,000.00
BANK: ARPA TOTALS:	1	3,000.00	0.00	3,000.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
00498	Naylor's Ace Hardware							
C-070123	Correction	N	10/02/2023	140.68CR		000000		
C-CREDIT Water TP	Credit Water Trmnt Plnt overpt	N	10/02/2023	24.80CR		000000		
C-Entry 07/01/2023	Correct vendor entry error	N	10/02/2023	104.68CR		000000		
D-Corr 070123 WTP	Corr Credit wrong vendor	N	10/02/2023	104.68		000000		
D-Corr amt	Correct amount proc 7/1/23	N	10/02/2023	140.68		000000		
D-Correction	correction	N	10/02/2023	24.80		000000		
00741	Great-West Trust Company LLC							
I-VF 202309191571	Voya	D	9/19/2023	665.00		005073		
I-VF2202309191571	Voya AT	D	9/19/2023	100.00		005073		765.00
00792	WV Consolidated Retirement Boa							
I-RTD202309051570	Retirement	D	9/19/2023	6,860.90		005074		
I-RTD202309191571	Retirement	D	9/19/2023	7,343.26		005074		14,204.16
00952	WV Consolidated Retirement Boa							
I-RTF202309051570	Retirement	D	9/19/2023	2,392.72		005075		
I-RTF202309191571	Retirement	D	9/19/2023	2,862.44		005075		
I-RTN202309051570	Retirement	D	9/19/2023	3,285.96		005075		
I-RTN202309191571	Retirement	D	9/19/2023	3,638.48		005075		12,179.60
00993	WV Consolidated Retirement Boa							
I-RT6202309051570	Retirement 6%	D	9/19/2023	8,134.84		005076		
I-RT6202309191571	Retirement 6%	D	9/19/2023	8,740.89		005076		
I-RT6202309191572	Retirement 6%	D	9/19/2023	116.84		005076		16,992.57
02417	US Bank Corporate Payment Syst							
I-Visa Fleet 083023	Visa Fleet Stmt Pmt 083023	D	9/22/2023	17,056.24		005086		17,056.24
02417	US Bank Corporate Payment Syst							
I-Visa NF Pmt 083023	Visa NonFleet Stmt Pmt 083023	D	9/26/2023	78,897.84		005163		78,897.84
00741	Great-West Trust Company LLC							
I-VF 202310021573	Voya	D	10/02/2023	640.00		005164		
I-VF2202310021573	Voya AT	D	10/02/2023	100.00		005164		740.00
00116	Child Support Enforcement							
I-CDS202309191571	Child Support	R	9/19/2023	571.48		014144		571.48
00121	Citizens Bank of WVFP							
I-FP 202309191571	Fire Pension	R	9/19/2023	564.36		014145		564.36

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00122	Citizens Bank of WVPP							
I-PP 202309191571	Police Pension	R	9/19/2023	163.05		014146		
I-PPN202309191571	Police Pension-2010 Forward	R	9/19/2023	479.80		014146		642.85
00147	COE Misc							
I-MIS202309191571	Misc Reimbursements	R	9/19/2023	174.00		014147		174.00
00150	COE Payroll							
I-T1 202309191571	Federal Withholding	R	9/19/2023	13,214.54		014148		13,214.54
00151	COE Payroll							
I-T3 202309191571	FICA	R	9/19/2023	18,929.70		014149		
I-T4 202309191571	Medicare	R	9/19/2023	4,934.60		014149		23,864.30
00152	COE Payroll							
I-T2 202309191571	State Withholding	R	9/19/2023	5,656.00		014150		5,656.00
00203	Davis Trust Company							
I-CC 202309191571	Employee Christmas Club	R	9/19/2023	2,360.00		014151		2,360.00
00747	Washington National Insurance							
I-WN 202309191571	Washington National Insurance	R	9/19/2023	929.03		014152		929.03
00837	COE Payroll Reimbursement							
I-001202309191571	Payroll Reimbursement	R	9/19/2023	53,743.07		014153		
I-006202309191571	Payroll Reimbursement	R	9/19/2023	5,415.79		014153		
I-036202309191571	Payroll Reimbursement	R	9/19/2023	16,151.89		014153		
I-400202309191571	Payroll Reimbursement	R	9/19/2023	21,654.95		014153		
I-401202309191571	Payroll Reimbursement	R	9/19/2023	14,098.98		014153		
I-404202309191571	Payroll Reimbursement	R	9/19/2023	12,333.56		014153		123,398.24
01885	Colonial Life							
I-CL 202309191571	Colonial Life-AT	R	9/19/2023	112.10		014154		
I-CLP202309191571	Colonial Life-PT	R	9/19/2023	52.52		014154		164.62
00150	COE Payroll							
I-T1 202309191572	Federal Withholding	R	9/19/2023	16.30		014155		16.30
00151	COE Payroll							
I-T3 202309191572	FICA	R	9/19/2023	96.58		014156		
I-T4 202309191572	Medicare	R	9/19/2023	22.58		014156		119.16
00152	COE Payroll							
I-T2 202309191572	State Withholding	R	9/19/2023	20.00		014157		20.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00837	COE Payroll Reimbursement							
I-006202309191572	Payroll Reimbursement	R	9/19/2023	636.32		014158		636.32
00006	AFLAC							
I-AF 202309051570	Aflac-After Tax Ins	R	9/19/2023	67.78		014159		
I-AF 202309191571	Aflac-After Tax Ins	R	9/19/2023	67.78		014159		
I-AFL202309051570	Aflac Insurance	R	9/19/2023	68.68		014159		
I-AFL202309191571	Aflac Insurance	R	9/19/2023	68.68		014159		272.92
00047	Truist Governmental Finance							
I-0004 092723	9948000234-04 092723	R	9/19/2023	2,257.21		014160		2,257.21
00075	Encova Insurance							
I-36609974	WCB1037869	R	9/19/2023	6,599.00		014161		
I-36614110	WCN6007129	R	9/19/2023	17,668.00		014161		24,267.00
00242	Elkins Professional Firefighte							
I-EPP202309051570	Elkins Professional FF	R	9/19/2023	90.00		014162		
I-EPP202309191571	Elkins Professional FF	R	9/19/2023	90.00		014162		180.00
00446	McCarty's Septic Service							
I-A-11968	Sludge August 2023	R	9/19/2023	9,090.00		014163		9,090.00
00483	Mountain Valley Bank							
I-1202553-21 092823	1202553-21 092823	R	9/19/2023	2,369.18		014164		2,369.18
00483	Mountain Valley Bank							
I-UCC 1202553-21	UCC Statement continuation	R	9/19/2023	23.00		014165		23.00
00591	Retiree Health Benefit Trust F							
I-RHBT 09/2023	Retirees 09/2023	R	9/19/2023	1,609.56		014166		1,609.56
00805	FBMC							
I-MFB202309051570	Mt. Flex Benefit	R	9/19/2023	1,856.37		014167		
I-MFB202309191571	Mt. Flex Benefit	R	9/19/2023	1,856.37		014167		
I-RChen 09/2023	RChenoweth 09/2023	R	9/19/2023	49.90		014167		3,762.64
00810	WV Public Employee Insurance A							
I-BL 202309191571	Basic Life Benefit	R	9/19/2023	178.20		014168		
I-BL1202309191571	Basic Life Benefit +	R	9/19/2023	1.98		014168		
I-DL 202309051570	Dependent Life	R	9/19/2023	84.70		014168		
I-DL 202309191571	Dependent Life	R	9/19/2023	84.70		014168		
I-HPA202309051570	Ins-Health Plan A	R	9/19/2023	949.00		014168		
I-HPA202309191571	Ins-Health Plan A	R	9/19/2023	949.00		014168		
I-HPB202309051570	Ins-Health Plan B	R	9/19/2023	627.50		014168		
I-HPB202309191571	Ins-Health Plan B	R	9/19/2023	627.50		014168		
I-ICA202309051570	Ins - Emp/Child-Plan A	R	9/19/2023	1,699.50		014168		
I-ICA202309191571	Ins - Emp/Child-Plan A	R	9/19/2023	1,699.50		014168		

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-ICB202309051570	Ins- Emp/child - Plan B	R	9/19/2023	494.50		014168		
I-ICB202309191571	Ins- Emp/child - Plan B	R	9/19/2023	494.50		014168		
I-IFA202309051570	Ins - Family - Plan A	R	9/19/2023	18,676.00		014168		
I-IFA202309191571	Ins - Family - Plan A	R	9/19/2023	18,676.00		014168		
I-IFB202309051570	Ins - Family - Plan B	R	9/19/2023	5,825.00		014168		
I-IFB202309191571	Ins - Family - Plan B	R	9/19/2023	5,825.00		014168		
I-IFD202309051570	Ins-Fam-Plan B - Post Tax	R	9/19/2023	582.50		014168		
I-IFD202309191571	Ins-Fam-Plan B - Post Tax	R	9/19/2023	582.50		014168		
I-ISA202309051570	Ins - Single - Plan A	R	9/19/2023	4,062.50		014168		
I-ISA202309191571	Ins - Single - Plan A	R	9/19/2023	4,062.50		014168		
I-ISB202309051570	Ins-Single - Plan B	R	9/19/2023	2,810.00		014168		
I-ISB202309191571	Ins-Single - Plan B	R	9/19/2023	2,810.00		014168		
I-OL 202309051570	Optional Life	R	9/19/2023	353.29		014168		
I-OL 202309191571	Optional Life	R	9/19/2023	351.69		014168		
I-RChen 09/2023	RChenoweth 09/2023	R	9/19/2023	1,335.98		014168		
I-TOF202309051570	Tobacco Surcharge Family	R	9/19/2023	350.00		014168		
I-TOF202309191571	Tobacco Surcharge Family	R	9/19/2023	350.00		014168		
I-TOS202309051570	Tobacco Surcharge Single	R	9/19/2023	137.50		014168		
I-TOS202309191571	Tobacco Surcharge Single	R	9/19/2023	137.50		014168		74,818.54
01125	Ferguson Ent dba Pollardwater							
I-0245209	Trash Pump	R	9/19/2023	675.18		014169		675.18
01159	State Chemical Solutions							
I-903035831	Grease/PenOil/Clear Out	R	9/19/2023	1,286.84		014170		1,286.84
01292	COE Sewer O & M Account							
I-Deposit 08/2023	Sewer O&M 08/2023	R	9/19/2023	13,153.88		014171		13,153.88
01390	Phoenix Solutions, LLC							
I-5459	Pumps-tubes-check valves	R	9/19/2023	14,925.00		014172		14,925.00
01594	Pace Analytical Services LLC							
I-2330467591	Lab Analysis 071923-081623	R	9/19/2023	4,379.00		014173		4,379.00
01651	Reclaim Company LLC							
I-2614	Demo/Dispos 521 Center St	R	9/19/2023	10,250.00		014174		10,250.00
01662	Varner Outdoor Power Equip							
I-023428	Zero Turn Mower	R	9/19/2023	15,979.00		014175		15,979.00
01681	HdL Companies							
I-08312023	BL Rev 08/2023	R	9/19/2023	2,506.75		014176		2,506.75

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01764	Marilynn Cuonzo							
I-Ck Req 091423	Volunteers Lunch/stakes	R	9/19/2023	72.94		014177		72.94
01765	See Excavating LLC							
I-202332	Hauled Excavator	R	9/19/2023	400.00		014178		400.00
01790	Crim Law Office PLLC							
I-365	WV DEP Grant 07/2023	R	9/19/2023	560.00		014179		560.00
02331	William Mallow							
I-Trvl 090723	Class III Cert Travel	R	9/19/2023	175.54		014180		175.54
02347	LEAF							
I-15251133 006	Toshiba/Lexmark 092423	R	9/19/2023	589.57		014181		589.57
02357	Owen Peet							
I-Travel 091823	Travel Reimb AmeriCorps Traing	R	9/19/2023	166.80		014182		166.80
02459	Applied Trails Research, LLC							
I-430	Project complete	R	9/19/2023	17,203.29		014183		17,203.29
02490	WVcorp							
I-107728	2nd Qtr Pkg	R	9/19/2023	49,807.00		014184		49,807.00
02492	Mike Hinchman							
I-CKReq 091223	WVML Conf/Hotel	R	9/19/2023	757.32		014185		757.32
02510	Master Built Courts							
I-2nd Pmt	2nd Pmt on Pickle Ball Ct	R	9/19/2023	7,496.25		014186		7,496.25
00810	WV Public Employee Insurance A							
I-Admin Fees 92023	Admin Fees 09/2023	R	9/25/2023	200.00		014187		200.00
00032	Absolute Assurance Drug Test L							
I-1840	Employment testing	R	9/27/2023	84.00		014188		84.00
00082	Builders Group, Inc.							
I-723564	Hose Kit/Plastic Sump Pump	R	9/27/2023	179.98		014189		179.98
00119	First-Citizens Bank & Trust Co							
I-43190006	Kyocera Copier	R	9/27/2023	52.50		014190		
I-43209799	KM Contract 10/08/23	R	9/27/2023	78.38		014190		130.88

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00468	Miss Utility of West Virginia,							
I-WV23-3671	Message Fees 08/2023	R	9/27/2023	88.40		014191		88.40
00471	Mon Power							
I-401 SRand 091223	0809-090823 401 S Rand	R	9/27/2023	35.49		014192		
I-90009264295	consumption/lighting 092123	R	9/27/2023	43,092.27		014192		
I-City Park 091323	0810-091123 City Park	R	9/27/2023	10.29		014192		
I-LT31Barron 092023	LT31 Barron 0816-091523	R	9/27/2023	11,910.19		014192		
I-Park St 091323	0810-091123 Park St	R	9/27/2023	10.68		014192		
I-Park St 996 091323	0810-091123 Park St 996	R	9/27/2023	5.80		014192		
I-RRave 091823	RR Ave 081523/091423	R	9/27/2023	42.81		014192		55,107.53
00479	Amtower Auto Supply, Inc.							
I-196968	15W40 2gal	R	9/27/2023	27.98		014193		
I-197245	Booster Cable	R	9/27/2023	136.07		014193		
I-198058	mirror glue	R	9/27/2023	20.00		014193		184.05
00491	Mufflers-Brakes & More Inc.							
I-05872	Front Brake Pds/Bearng Asbly	R	9/27/2023	441.46		014194		441.46
00498	Naylor's Ace Hardware							
I-458111	Plugs/Caps/Nozzle	R	9/27/2023	42.42		014195		
I-458151	Bee Spray/LED Linr Lmp	R	9/27/2023	82.93		014195		125.35
00500	Newlons International Sales, L							
I-01W1905	Labor/Parts 05 Int'l 4200	R	9/27/2023	7,990.01		014196		7,990.01
00568	Ralston Press, Inc.							
I-93899	Business Cards	R	9/27/2023	257.88		014197		257.88
00578	Randolph Elkins Health Departm							
I-08/2023	G Vance Hep AB	R	9/27/2023	174.50		014198		174.50
00701	Toshiba Financial Services							
I-510144207	Toshiba E4515AC 092723	R	9/27/2023	214.24		014199		
I-511292716	LEXC4150 Tosh E3005AC	R	9/27/2023	221.37		014199		435.61
00726	HD Supply Inc dba USA Blue Boo							
I-00127235	saddle for CIP tank	R	9/27/2023	241.78		014200		241.78
00884	Colonial Court Service Station							
I-582093	4 tires	R	9/27/2023	1,000.00		014201		
I-582195	8 tires	R	9/27/2023	1,576.00		014201		
I-582227	4 tires	R	9/27/2023	1,008.00		014201		3,584.00

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01066	Steve's Welding & Fabrication,							
I-SW4436	Push Pull Props FF Testing	R	9/27/2023	1,230.06		014202		1,230.06
01220	The Delmonte Market							
I-826	City Flowers	R	9/27/2023	4,559.16		014203		4,559.16
01390	Phoenix Solutions, LLC							
I-5467	chemicals	R	9/27/2023	3,635.44		014204		
I-5496	Chemicals	R	9/27/2023	8,967.75		014204		12,603.19
01500	Sheila Johnson							
I-Refund 091823	Refund pavilion reservation	R	9/27/2023	65.00		014205		65.00
01594	Pace Analytical Services LLC							
I-2330470902	lab analysis 0823-0923	R	9/27/2023	869.00		014206		869.00
01749	High Rocks Educational Corp							
I-23-24 membership	2023-2024 Americorps membership	R	9/27/2023	6,000.00		014207		6,000.00
01833	P3 Cost Analysts							
I-20282	Visa VUIRF 09/2023	R	9/27/2023	308.88		014208		308.88
02157	Jerry A Marco							
I-Reimb 09/20/23	Reimb travel-Mun Seminar	R	9/27/2023	72.05		014209		72.05
02310	Intact Insurance							
I-091323 791000687	Deductible Kokinda Claim	R	9/27/2023	2,500.00		014210		2,500.00
02347	LEAF							
I-15339258 101123	Toshiba E4515AC	R	9/27/2023	317.44		014211		
I-15339259	Toshiba ES4515AC 10/13/23	R	9/27/2023	136.72		014211		454.16
02431	Ferguson Waterworks #527							
I-0833165	Cplngs/BrassSdl/Comp90Blend	R	9/27/2023	552.40		014212		
I-0841965	PVC Pipe/Brs Sdl/TransGskt	R	9/27/2023	2,412.65		014212		2,965.05
02520	Jerry Heard Assoc							
I-1250	Green Check Stock	R	9/27/2023	633.99		014213		633.99
02521	Mike Carr							
I-203260	set beams at flood control	R	9/27/2023	600.00		014214		600.00
01957	Zoro Tools, Inc.							
I-13020948	transmitter	R	9/27/2023	289.00		014215		289.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
02522	Dirt Logic LLC							
I-37709	Salt Spreader SS Flatbed	R	9/29/2023	8,913.00		014216		8,913.00
00116	Child Support Enforcement							
I-CDS202310021573	Child Support	R	10/02/2023	571.48		014217		571.48
00121	Citizens Bank of WVFP							
I-FP 202310021573	Fire Pension	R	10/02/2023	476.29		014218		476.29
00122	Citizens Bank of WVFP							
I-PP 202310021573	Police Pension	R	10/02/2023	184.32		014219		
I-PPN202310021573	Police Pension-2010 Forward	R	10/02/2023	378.10		014219		562.42
00147	COE Misc							
I-MIS202310021573	Misc Reimbursements	R	10/02/2023	163.89		014220		163.89
00150	COE Payroll							
I-T1 202310021573	Federal Withholding	R	10/02/2023	11,980.37		014221		11,980.37
00151	COE Payroll							
I-T3 202310021573	FICA	R	10/02/2023	18,044.30		014222		
I-T4 202310021573	Medicare	R	10/02/2023	4,653.02		014222		22,697.32
00152	COE Payroll							
I-T2 202310021573	State Withholding	R	10/02/2023	5,219.00		014223		5,219.00
00203	Davis Trust Company							
I-CC 202310021573	Employee Christmas Club	R	10/02/2023	2,900.00		014224		2,900.00
00747	Washington National Insurance							
I-WN 202310021573	Washington National Insurance	R	10/02/2023	640.91		014225		640.91
00837	COE Payroll Reimbursement							
I-001202310021573	Payroll Reimbursement	R	10/02/2023	46,285.68		014226		
I-006202310021573	Payroll Reimbursement	R	10/02/2023	5,799.19		014226		
I-036202310021573	Payroll Reimbursement	R	10/02/2023	16,168.46		014226		
I-400202310021573	Payroll Reimbursement	R	10/02/2023	22,514.40		014226		
I-401202310021573	Payroll Reimbursement	R	10/02/2023	13,221.47		014226		
I-404202310021573	Payroll Reimbursement	R	10/02/2023	12,184.03		014226		116,173.23
01885	Colonial Life							
I-CL 202310021573	Colonial Life-AT	R	10/02/2023	112.10		014227		
I-CLP202310021573	Colonial Life-PT	R	10/02/2023	52.52		014227		164.62

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00121	Citizens Bank of WVFP							
I-FP 202310021574	Fire Pension	R	10/02/2023	288.06		014228		288.06
00122	Citizens Bank of WVFP							
I-PP 202310021574	Police Pension	R	10/02/2023	35.00		014229		
I-PPN202310021574	Police Pension-2010 Forward	R	10/02/2023	95.00		014229		130.00
00150	COE Payroll							
I-T1 202310021574	Federal Withholding	R	10/02/2023	2,232.39		014230		2,232.39
00151	COE Payroll							
I-T3 202310021574	FICA	R	10/02/2023	5,285.50		014231		
I-T4 202310021574	Medicare	R	10/02/2023	1,399.06		014231		6,684.56
00152	COE Payroll							
I-T2 202310021574	State Withholding	R	10/02/2023	1,592.00		014232		1,592.00
00837	COE Payroll Reimbursement							
I-001202310021574	Payroll Reimbursement	R	10/02/2023	14,210.85		014233		
I-006202310021574	Payroll Reimbursement	R	10/02/2023	2,081.74		014233		
I-036202310021574	Payroll Reimbursement	R	10/02/2023	5,731.75		014233		
I-400202310021574	Payroll Reimbursement	R	10/02/2023	6,520.33		014233		
I-401202310021574	Payroll Reimbursement	R	10/02/2023	4,645.27		014233		
I-404202310021574	Payroll Reimbursement	R	10/02/2023	5,043.03		014233		38,232.97
00132	Clarksburg Water Board							
I-M90805 M90837	Compliance samples	R	10/03/2023	322.00		014234		322.00
00143	COE General Fund 2							
I-10/2023 Indirects	Monthly Indirects 10/2023	R	10/03/2023	12,955.92		014235		12,955.92
00149	COE Parks and Recreation							
I-10/2023 Support	Monthly Support 10/2023	R	10/03/2023	25,483.00		014236		25,483.00
00211	Elkins Depot Welcome Center							
I-H/M Coll 08/2023	Hotel/Motel Collection 08/2023	R	10/03/2023	12,272.13		014237		12,272.13
00235	Elkins Building Comm.							
I-10/2023 Payment	Monthly Payment 10/2023	R	10/03/2023	3,483.79		014238		3,483.79
00247	Elkins Truck Service, Inc							
I-154569	Fuel Tank Strap Kit	R	10/03/2023	225.19		014239		225.19

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00365	Hydro-Dyne Engineering, Inc.							
I-11261	Wiese Flow 50 pitch Chain Set	R	10/03/2023	714.29		014240		714.29
00381	Grover C Jackson Jr							
I-10/2023 Rent	Monthly Rent 10/2023	R	10/03/2023	1,800.00		014241		1,800.00
00525	Otis Elevator Co.							
I-NBK15560001	No Load Safety Test	R	10/03/2023	2,544.00		014242		2,544.00
00582	Region VII Plan. & Development							
I-520-1	Work 04/01/2023 to 06/30/2023	R	10/03/2023	1,677.50		014243		1,677.50
00726	HD Supply Inc dba USA Blue Boo							
I-129239 129288	saddles for pipe	R	10/03/2023	361.55		014244		361.55
00787	WV Bureau of Employment Progra							
I-SUV202310021573	State Unemployment-Vol Fire	R	10/03/2023	48.45		014245		48.45
00796	WV DEP Water & Waste Mgmt							
I-00481727	Groundwater Prot/WVNPDES	R	10/03/2023	550.00		014246		550.00
01790	Crim Law Office PLLC							
I-374	Atttny Services 08/2023	R	10/03/2023	6,200.00		014247		
I-375	Muni Court Matters 08/2023	R	10/03/2023	3,420.00		014247		
I-377	Water Bd Services	R	10/03/2023	1,560.00		014247		11,180.00
02220	Long Branch Equipment LLC							
I-LB319	work on Leaf Truck	R	10/03/2023	760.00		014248		760.00
02500	Custom Services Industries LLC							
I-2260	10 Bell Street	R	10/03/2023	500.00		014249		
I-2292	211 1st St	R	10/03/2023	840.00		014249		
I-2293	212 1st St	R	10/03/2023	1,090.00		014249		
I-2294	12 River St	R	10/03/2023	500.00		014249		
I-2295	201 Davis St	R	10/03/2023	1,570.00		014249		
I-2314	17 Davis Ave	R	10/03/2023	1,400.00		014249		5,900.00
00047	Truist Governmental Finance							
I-00005 102423	9948000234-05 102423	R	10/11/2023	2,596.05		014250		
I-00007 101923	9948000234-07 101923	R	10/11/2023	4,984.55		014250		7,580.60
00082	Builders Group, Inc.							
I-724831	Grinder/Sawzall/HexImpact/Dr1	R	10/11/2023	1,494.40		014251		1,494.40

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			DATE	AMOUNT		NO	STATUS	AMOUNT
00154	COE Sanitation							
I-202310024963	Hauling Brush #96 Inv1296	R	10/11/2023	299.48		014252		299.48
00283	Frontier							
I-092023 Phones	08/20/23-09/19/23	R	10/11/2023	1,181.95		014253		1,181.95
00479	Amtower Auto Supply, Inc.							
I-197619 635 645 737	Paint/BatteryTestClp/ORings	R	10/11/2023	314.16		014254		
I-198090	Screwdrvr Sets/Pliers/BitSet	R	10/11/2023	678.83		014254		
I-198600	Duct Tape/CableTies/ElecTape	R	10/11/2023	101.32		014254		1,094.31
00483	Mountain Valley Bank							
I-1202553-22 100723	1202553-22 Int	R	10/11/2023	192.02		014255		192.02
00484	Mountaineer Gas Company							
I-092723 Kump	Nat'l Gas 081523-091423	R	10/11/2023	47.42		014256		47.42
00498	Naylor's Ace Hardware							
I-458185	Saw Blade 10inX60T	R	10/11/2023	29.99		014257		
I-458248	Tools	R	10/11/2023	3,460.00		014257		
I-458393	Chain/Scrapper/File	R	10/11/2023	137.92		014257		3,627.91
00540	Pitney Bowes Bank Inc							
I-PSTG ALLOC 9/23	Postage Allocation 09/2023	R	10/11/2023	965.99		014258		965.99
00568	Ralston Press, Inc.							
I-94077	Business Cards	R	10/11/2023	85.96		014259		85.96
00578	Randolph Elkins Health Departm							
I-09/2023	Hep AB - Vance G	R	10/11/2023	174.50		014260		174.50
00688	Terra Flora Landscaping							
I-0490	10 - 9in Mums	R	10/11/2023	125.00		014261		125.00
00701	Toshiba Financial Services							
I-512421835	Tosh E4515AC 102723	R	10/11/2023	235.66		014262		235.66
00711	Tygart Valley Transfer, Inc.							
I-00017508	Comm	R	10/11/2023	271.36		014263		
I-00017514	Comm	R	10/11/2023	405.13		014263		
I-00017526	Comm	R	10/11/2023	144.28		014263		
I-00017539	Comm	R	10/11/2023	894.35		014263		
I-00017540	Res	R	10/11/2023	677.45		014263		
I-00017541	Res	R	10/11/2023	537.95		014263		
I-00017572	Comm	R	10/11/2023	71.66		014263		
I-00017594	Res	R	10/11/2023	1,065.38		014263		
I-00017603	Comm	R	10/11/2023	214.03		014263		
I-00017605	Comm	R	10/11/2023	1,134.18		014263		

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I-00017609	Res	R	10/11/2023	1,011.87		014263		
I-00017631	Comm	R	10/11/2023	211.17		014263		
I-00017636	Comm	R	10/11/2023	202.57		014263		
I-00017637	Res	R	10/11/2023	834.15		014263		
I-00017649	Comm	R	10/11/2023	687.96		014263		
I-00017651	Res	R	10/11/2023	911.55		014263		
I-00017652	Res	R	10/11/2023	589.54		014263		
I-00017668	Comm	R	10/11/2023	380.29		014263		
I-00017671	Comm	R	10/11/2023	188.23		014263		
I-00017678	Comm	R	10/11/2023	603.88		014263		
I-00017694	Comm	R	10/11/2023	209.25		014263		
I-00017697	Comm	R	10/11/2023	515.97		014263		
I-00017700	Comm	R	10/11/2023	220.72		014263		
I-00017705	Res	R	10/11/2023	643.05		014263		
I-00017706	Res	R	10/11/2023	539.86		014263		
I-00017725	Comm	R	10/11/2023	401.31		014263		
I-00017736	Comm	R	10/11/2023	205.43		014263		
I-00017740	Res	R	10/11/2023	549.41		014263		
I-00017741	Comm	R	10/11/2023	640.19		014263		
I-00017746	Res	R	10/11/2023	603.88		014263		
I-00017777	Comm	R	10/11/2023	156.70		014263		
I-00017782	Comm	R	10/11/2023	219.77		014263		
I-00017794	Comm	R	10/11/2023	111.79		014263		
I-00017808	Comm	R	10/11/2023	948.81		014263		
I-00017810	Res	R	10/11/2023	644.96		014263		
I-00017812	Res	R	10/11/2023	1,048.18		014263		
I-00017831	Comm	R	10/11/2023	242.70		014263		
I-00017836	Comm	R	10/11/2023	186.32		014263		
I-00017852	Comm	R	10/11/2023	559.92		014263		
I-00017861	Res	R	10/11/2023	690.83		014263		
I-00017862	Res	R	10/11/2023	633.50		014263		
I-00017886	Comm	R	10/11/2023	318.18		014263		
I-00017888	Comm	R	10/11/2023	236.01		014263		
I-00017890	Comm	R	10/11/2023	472.97		014263		
I-00017903	Comm	R	10/11/2023	592.41		014263		
I-00017906	Res	R	10/11/2023	624.90		014263		
I-00017908	Res	R	10/11/2023	632.54		014263		
I-00017930	Comm	R	10/11/2023	39.18		014263		
I-00017943	Comm	R	10/11/2023	649.74		014263		
I-00017948	Res	R	10/11/2023	593.37		014263		
I-00017949	Res	R	10/11/2023	632.54		014263		
I-00017959	Comm	R	10/11/2023	362.13		014263		
I-00017961	Comm	R	10/11/2023	466.28		014263		
I-00017966	Comm	R	10/11/2023	140.46		014263		
I-00017976	Comm	R	10/11/2023	763.44		014263		
I-00017977	Res	R	10/11/2023	694.65		014263		
I-00017978	Res	R	10/11/2023	496.86		014263		
I-00017991	Comm	R	10/11/2023	326.78		014263		

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-00017992	Res	R	10/11/2023	126.13		014263		
I-00017997	Comm	R	10/11/2023	221.68		014263		
I-00018003	Comm	R	10/11/2023	135.68		014263		
I-00018017	Comm	R	10/11/2023	965.06		014263		
I-00018019	Res	R	10/11/2023	1,029.07		014263		
I-00018021	Res	R	10/11/2023	794.02		014263		
I-00018032	Comm	R	10/11/2023	154.79		014263		
I-00018034	Comm	R	10/11/2023	178.68		014263		
I-00018055	Res	R	10/11/2023	642.10		014263		
I-00018056	Res	R	10/11/2023	601.01		014263		
I-00018057	Comm	R	10/11/2023	466.28		014263		
I-00018076	Comm	R	10/11/2023	286.65		014263		
I-00018079	Res	R	10/11/2023	259.90		014263		
I-00018090	Comm	R	10/11/2023	912.50		014263		
I-00018092	Res	R	10/11/2023	178.68		014263		
I-00018101	Res	R	10/11/2023	595.28		014263		
I-00018102	Res	R	10/11/2023	528.39		014263		
I-00018122	Comm	R	10/11/2023	83.13		014263		
I-00018130	Comm	R	10/11/2023	659.30		014263		
I-00018137	Comm	R	10/11/2023	359.27		014263		
I-00018147	Res	R	10/11/2023	698.47		014263		
I-00018148	Res	R	10/11/2023	583.81		014263		
I-00018149	Comm	R	10/11/2023	560.88		014263		
I-00018163	Comm	R	10/11/2023	445.26		014263		
I-00018166	Res	R	10/11/2023	173.90		014263		
I-00018182	Comm	R	10/11/2023	762.49		014263		
I-00018186	Res	R	10/11/2023	639.23		014263		
I-00018187	Res	R	10/11/2023	466.28		014263		
I-00018205	Comm	R	10/11/2023	227.41		014263		
I-00018210	comm	R	10/11/2023	299.07		014263		
I-00018215	Comm	R	10/11/2023	156.70		014263		
I-00018221	Comm	R	10/11/2023	222.63		014263		
I-00018228	Res	R	10/11/2023	945.95		014263		
I-00018231	Res	R	10/11/2023	816.95		014263		
I-00018232	Comm	R	10/11/2023	934.48		014263		
I-00018250	Comm	R	10/11/2023	194.92		014263		
I-00018272	Res	R	10/11/2023	635.41		014263		
I-00018273	Res	R	10/11/2023	525.53		014263		
I-00018274	Comm	R	10/11/2023	371.69		014263		
I-00018275	Comm	R	10/11/2023	240.79		014263		
I-00018290	Comm	R	10/11/2023	365.00		014263		
I-00018295	Comm	R	10/11/2023	553.23		014263		
I-00018299	Comm	R	10/11/2023	76.44		014263		
I-00018308	Comm	R	10/11/2023	501.64		014263		
I-00018311	Res	R	10/11/2023	644.96		014263		
I-00018312	Res	R	10/11/2023	564.70		014263		
I-00018325	Comm	R	10/11/2023	361.18		014263		
I-00018331	Comm	R	10/11/2023	180.59		014263		

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-00018340	Comm	R	10/11/2023	294.29		014263		
I-00018341	Comm	R	10/11/2023	638.27		014263		
I-00018342	Res	R	10/11/2023	611.52		014263		
I-00018343	Res	R	10/11/2023	587.63		014263		
I-00018373	Res	R	10/11/2023	486.35		014263		
I-00018375	Comm	R	10/11/2023	747.20		014263		
I-00018376	Res	R	10/11/2023	675.54		014263		
I-0018100	Comm	R	10/11/2023	626.81		014263		56,046.77
00726	HD Supply Inc dba USA Blue Boo							
I-INV 00097620	Mixer	R	10/11/2023	566.18		014264		
I-INV 00101902	Tanks	R	10/11/2023	1,752.75		014264		
I-INV 00110830	Mixer	R	10/11/2023	374.95		014264		
I-INV 00111677	Mixer	R	10/11/2023	374.95		014264		
I-INV 00116511	Mixers	R	10/11/2023	1,874.75		014264		
I-INV 00137223	Tanks	R	10/11/2023	1,168.50		014264		
I-INV 00147057	Tank	R	10/11/2023	584.25		014264		6,696.33
00779	Woodford Oil Company							
I-309452	460 Gal Clear Diesel	R	10/11/2023	1,881.40		014265		1,881.40
00803	WV Division of Motor Vehicles							
I-092923	ID- M Washington	R	10/11/2023	25.00		014266		25.00
00812	WV Regional Jail and Correctio							
I-9123B49F	51 Inmate days TVRJ	R	10/11/2023	2,778.48		014267		2,778.48
00824	WV Tractor Company							
I-71220	Counter	R	10/11/2023	598.86		014268		598.86
00855	LMC & Associates							
I-3332	Consulting Aug 2023	R	10/11/2023	264.00		014269		264.00
00884	Colonial Court Service Station							
I-42936	Tow 21FD	R	10/11/2023	100.00		014270		
I-582320	4 Tires	R	10/11/2023	820.00		014270		
I-582845	4 Tires	R	10/11/2023	1,000.00		014270		1,920.00
00992	McNeil & Company							
I-4820207	Commercial Pkg 11/01/23	R	10/11/2023	3,096.25		014271		
I-4827207	Inland Marine 110123	R	10/11/2023	1,200.00		014271		
I-4833207	Umbrella - Comm	R	10/11/2023	438.75		014271		4,735.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
01125	Ferguson Ent dba Pollardwater							
I-0247143	2-24 Alum Pipe End Wrch	R	10/11/2023	389.13		014272		389.13
01313	COE Water O & M Account							
I-Deposit 09/2023	Water O/M Deposit 09/2023	R	10/11/2023	12,902.14		014273		12,902.14
01390	Phoenix Solutions, LLC							
I-5502	chemicals	R	10/11/2023	7,686.05		014274		
I-5528 5537	chemicals	R	10/11/2023	10,934.79		014274		18,620.84
01651	Reclaim Company LLC							
I-CKREQ 100923	3 day asbestos insp class	R	10/11/2023	600.00		014275		600.00
01681	HdL Companies							
I-09302023	Collections 09/2023	R	10/11/2023	113.50		014276		113.50
01727	Enterprise FM Trust							
I-FBN4867045	Fleet Leases 10/20/23	R	10/11/2023	17,807.65		014277		17,807.65
01790	Crim Law Office PLLC							
I-380	Municipal Ct Matters 09/2023	R	10/11/2023	3,820.00		014278		
I-383	09/01/23-10/07/23 WVDEP	R	10/11/2023	1,780.00		014278		5,600.00
01942	Elkins Municipal Building Comm							
I-1214756-11 101523	1214756-11 101523	R	10/11/2023	4,833.20		014279		4,833.20
02182	Ramon Goux							
I-Travel 1015-102123	Per Diem -Travel Clintwood VA	R	10/11/2023	1,025.50		014280		1,025.50
02220	Long Branch Equipment LLC							
I-LB333	Work on Vactor Tk/Leaf Tk	R	10/11/2023	760.00		014281		760.00
02277	Vigilant Custom Creations							
I-056	Radio	R	10/11/2023	2,500.00		014282		2,500.00
02322	Badger Meter							
I-80139512	September 2023	R	10/11/2023	211.40		014283		211.40
02347	LEAF							
I-15379949	Tosh E478S 101823	R	10/11/2023	96.74		014284		
I-15379950	Tosh E478S 101823	R	10/11/2023	96.74		014284		
I-15398442	Toshiba/Lexmark 102423	R	10/11/2023	609.40		014284		
I-15412340	Toshiba 478S 102523	R	10/11/2023	116.37		014284		
I-15412341	Toshiba E4515AC 102523	R	10/11/2023	181.37		014284		1,100.62

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02389	Fire & Police Selection Inc							
I-21174	FACT/Booklets	R	10/11/2023	500.00		014285		500.00
02425	All American Uniform							
I-2984	Boots - Goux	R	10/11/2023	137.19		014286		137.19
02431	Ferguson Waterworks #527							
I-0840575	1/2x5 STL Coup	R	10/11/2023	309.12		014287		309.12
02501	Casto Technical Service							
I-266769	Boiler repairs	R	10/11/2023	535.00		014288		535.00
02510	Master Built Courts							
I-Final Pmt	Pickleball Ct -final pmt	R	10/11/2023	7,496.25		014289		7,496.25
02523	City of Belington							
I-CKREQ 100923 K9	K-9	R	10/11/2023	5,073.91		014290		5,073.91
02524	Signs Plus							
I-20680	Banners/Tent/Table Cover	R	10/11/2023	2,426.00		014291		2,426.00
02525	DTC Farms LLC							
I-001	Mini Excavator Rental	R	10/11/2023	275.00		014292		275.00
00122	Citizens Bank of WVFP							
I-PP 10/2023	Police Pension 10/2023	R	10/12/2023	24,686.00		014293		
I-PP 10/23	Police Pension	R	10/12/2023	3,035.63		014293		27,721.63
00121	Citizens Bank of WVFP							
I-FP 10/2023	Fire Pension Cont 10/23	R	10/12/2023	42,207.00		014294		42,207.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	151	1,078,837.03	0.00	1,078,837.03
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	140,835.41	0.00	140,835.41
EFT:	0	0.00	0.00	0.00
NON CHECKS:	1	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 9/18/2023 THRU 10/13/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK: Pool	TOTALS: 159	1,219,672.44	0.00	1,219,672.44
BANK: Pool	TOTALS:	159	1,219,672.44	0.00	1,219,672.44
REPORT TOTALS:		160	1,222,672.44	0.00	1,222,672.44

SELECTION CRITERIA

VENDOR SET: 01-Elkins
VENDOR: ALL
BANK CODES: Exclude: PCARD
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 9/18/2023 THRU 10/13/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 2, 2023
Section:	New business
Category:	Ordinance
Agenda Item Name:	An Ordinance Of The Common Council Of The City Of Elkins, West Virginia, Amending The City Charter, Section 3.04(B) "Holding Other Office" By Eliminating Said Section (first of two readings)
Recommended By:	Mayor
Summary:	Update as of October 31, 2023: The mayor has announced that he no longer wishes to pursue this charter change. Objections have been received from four qualified individuals (i.e., either residents or "freeholders" of Elkins): • Walter S. Brown • R. Alan Huffman • Margaret Kerr Beckwith • Patrick Varchetto Unless these individual formally retract their objections no later than 10 days after tonight's hearing, the ordinance process cannot continue. See the "recommendation" section for other procedural options. Memo on charter change process: The mayor proposes changing the city charter to eliminate the prohibition against Elkins mayors holding more than one elected public office, as shown below. SECTION 3.04. PUBLIC ETHICS AND PROHIBITIONS. (b) Holding Other Office. During term of office, the Mayor shall hold no other elected public office nor be employed by the City in any other capacity. The process for changing the city charter is laid out in West Virginia Code 8-4-8, as follows.



CITY OF ELKINS AGENDA ITEM REPORT

	• Council proposes amendment(s) by enacting an ordinance; Announces by Class II ad the proposed amendments and public hearing. A Class II ad requires two publications, at least one week apart. Ordinance would receive the usual two readings, also at least one week apart. • Council conducts public hearing (30 days after first ad publication) and hears public input/objections. “Qualified objections” must be resolved within ten days after this hearing, or the charter changes under consideration cannot be made by enacting an ordinance. • If no qualified objections are received, or if objection is resolved within ten days following the public hearing, Council may adopt by ordinance those charter amendments not subject to objection. • If qualified objections remain ten days following the public hearing, Council may order the proposed amendment(s) be put to voters at the next regular municipal election or at a special election. This is not advised in the current situation. Given the timeline requirements above, the earliest this ordinance could be approved on second and final reading would be at council’s regular meeting of November 16, after a first reading and first vote at the meeting of November 2.
Fiscal Impact:	n/a
Recommendation:	Consider for approval/denial. If council concurs with the mayor in not wishing to pursue this change, a vote against passage at tonight's meeting (i.e., first reading of the ordinance) would prevent the ordinance's second reading and end the process of making this charter change via ordinance. If council then does not take action to place the matter before the voters at the next municipal election, the proposed change would be considered finally rejected.
Attachments:	1. Ordinance (Charter Section 3.04) -V2 2. objection letters and emails

ORDINANCE ____

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF ELKINS,
WEST VIRGINIA, AMENDING THE CITY CHARTER, SECTION 3.04(b)
HOLDING OTHER OFFICE BY ELIMINATING SAID SECTION**

WHEREAS, by Ordinance 276, adopted November 19, 2020, effective April 1, 2021 the City Charter was amended, and the new revised Charter was adopted; and,

WHEREAS, City Charter Section 3.04 (b) is part of the new revised City Charter and reads as follows; and

SECTION 3.04. PUBLIC ETHICS AND PROHIBITIONS.

(a) Public Ethics. The Mayor shall openly, competently, and impartially conduct public business to the highest ethical standards and in strict compliance with West Virginia law. If found by competent Court or Commission to have acted in violation of the West Virginia Governmental Ethics Act, the Open Governmental Proceedings Act, the Freedom of Information Act, or the United States, West Virginia or City of Elkins Criminal Code, the Mayor may be subject to sanction by Council, including forfeiture of office as authorized by this Charter and West Virginia law.

(b) Holding Other Office. During term of office, the Mayor shall hold no other elected public office nor be employed by the City in any other capacity.

WHEREAS, a request by the Mayor had been made to the Rules and Ordinance Committee to eliminate this particular section of the Charter which said request was referred to the Common Council ; and

WHEREAS, by Resolution 1689, the Common Council authorized the city clerk and the city attorney to initiate the process for a change to the Elkins City Charter under the provisions of West Virginia Code § 8-4-8: and

NOW THEREFORE, be it Ordained and Enacted by the Common Council of Elkins, West Virginia, that the City Charter be amended by eliminating the prohibition in City Charter Section 3.04(b) against the Mayor holding any other elected public office during term of office as Mayor of Elkins. All other provisions of the City Charter, including the prohibition in City Charter Section 3.04(b) against the Mayor being employed by the City in any other capacity during term of office as Mayor of Elkins, shall remain in full force and effect as adopted on November 19, 2020, and as further amended at the 2021 Elkins Municipal Election.

If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and Common Council determines that it would have adopted this Ordinance without the invalid provision.

This Ordinance shall become effective upon passage.

PASSED AND APPROVED ON FIRST READING _____, 2023.

**PASSED AND APPROVED ON SECOND AND FINAL READING THE ____
DAY OF _____, 2023.**

CITY OF ELKINS, WEST VIRGINIA

Jerry A. Marco, Mayor

Attest:

Date: _____

Sutton R. Stokes, City Clerk

Date: _____

NOV 01 2023

Mr. Stokes and Honorable City Council Members,

As a citizen of and voter in the City of Elkins, I am opposed to Ordinance 276 whereby Section 3.04(b) of the City Charter would be amended to remove the prohibition against the Mayor holding any other elected public office during his or her term as Mayor. The basis of my opposition is as follows.

1. The office of Mayor of the City of Elkins is a full-time, salaried position with a full benefit package. As such, the citizens of Elkins have the reasonable expectation that the Mayor's public focus should be exclusively on the business of the City, as opposed to being divided between the City's business and that of whatever other elected entities to which the Mayor might be elected should this ordinance be approved.
2. Approval of Ordinance 276 would broadly open the door to obvious conflicts of interest for the Mayor arising from being elected to multiple public offices by different electorates. Such conflicts could have serious, detrimental impacts on the City of Elkins and its citizens.
3. Changes of this import in the City Charter should be made only at the ballot box during a regular municipal election. To effect this change during an existing mayoral term does a disservice to the citizens who voted in the most recent election and who had no knowledge that this change was being contemplated.
4. For the reasons stated above, approval of Ordinance 276 will reduce the faith and trust that the citizens of Elkins have in their elected City government. That will have enduring impacts on future governmental actions proposed and taken by our elected city officials.

I strongly urge the City Council to reject Ordinance 276.

Respectfully,

Walter S Brown

21 Pristine Way

Elkins, West Virginia 26241

304-531-1365

Walter S Brown 10/31/23

R. Alan Huffman - 206 Andrews St - Elkins, WV - (304)940-2822 - rahuffman21@gmail.com

October 25, 2023

Sutton Stokes, Elkins City Clerk

401 Davis Avenue

Elkins, WV 26241

(304)636-1411

OCT 27 2023

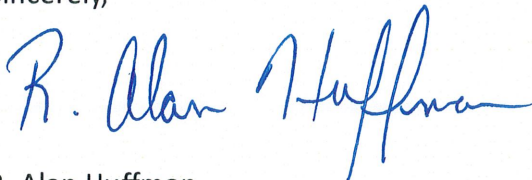
Dear Mr. Stokes,

I am writing about the proposed city council resolution 1689, where as city council authorized the City of Elkins, city clerk & city attorney, to initiate the process of amending the City of Elkins Charter, Section 3.04(b) under the provisions of WV Code § 8-4-8.

I am filing an objection to the proposed amendment of Section 3.04(b), as set forth by WV Code § 8-4-8, as both a registered voter & resident of the City of Elkins. *See attached paper notably the yellow highlighted area*

As per WV code § 8-4-8 Alternate Plan, let this letter serve as my Qualified Objection. I am also requesting that Elkins City Council abandon the Charter change amendment, as allowed under this section of WV code. Any other action on this Charter amendment, would cause undue financial costs to the taxpayers.

Sincerely,



R. Alan Huffman

October 29, 2023

Mr. Sutton Stokes

Elkins City Clerk

401 Davis Avenue

Elkins, West Virginia 26241

OCT 30 2023

Re: Amendment to Elkins City Charter, Section 3.04(b)

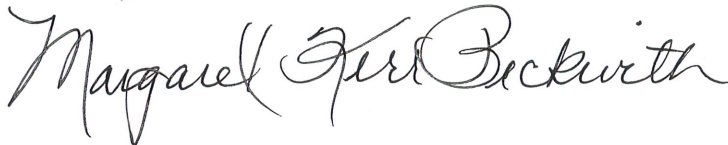
Mr. Stokes:

I do not support amending the Elkins City Charter to allow a mayor to run for or hold any other office while serving as Mayor of Elkins.

There are many reasons for this but fundamentally if you are mayor, you were elected to serve the residents of Elkins! Splitting time to run for and/or serve in any other elected office is a disservice to the City of Elkins and the people of our community.

I urge the Elkins City Council members to reject this unnecessary and self-serving amendment!

Sincerely,



Margaret Kerr Beckwith

136 Vector Avenue

Elkins, West Virginia 26241

Qualified Objections to Charter Change Received Via Email

From: Pat Varchetto <vip@wv.net>
Sent: Thursday, October 19, 2023 2:36 PM
To: Sutton Stokes <suttonstokes@cityofelkinswv.com>
Cc: Rob Chenoweth <rchenoweth@cityofelkinswv.com>
Subject: Amendment to City Charter

Sutton,

I, Patrick Varchetto am opposed to the Mayor of Elkins holding another public office. If memory serves me right at one time the City of Elkins had a Mayor who served in two public offices and I can only assume that this matter (of the Mayor not being able to hold two public offices) had some validity to be put in place. I am strongly opposed to the Mayor holding two public offices.

Now, if the Mayor would like to go out and start up a business within the Elkins City Limits; to not only help to promote the Downtown area but also help with the unemployment issues of our fair City then I am 100% in favor of such an undertaking.

Thank You,
Patrick Varchetto
217 Sylvester Drive
Elkins WV 26241

From: Alan Huffman <rahuffman21@gmail.com>
Sent: Wednesday, October 18, 2023 7:40 PM
To: Sutton Stokes <suttonstokes@cityofelkinswv.com>; Mike Hinchman <mhinchman@cityofelkinswv.com>; Christopher Lowther <clowther@cityofelkinswv.com>; Rob Chenoweth <rchenoweth@cityofelkinswv.com>; Lisa Severino <lseverino@cityofelkinswv.com>; ckerens@cityofelkinswv.gov; eplishka@cityofelkinswv.gov; Nanci Bross-Fregonara <nbross-fregonara@cityofelkinswv.com>; acarroll@cityofelkinswv.gov; Dave Parker <dparker@cityofelkinswv.com>; cthompson@cityofelkinswv.gov
Cc: bjohnson@theintermountain.com
Subject: Ordinance 276 - proposed Charter amendment to Section 3.04

Mr Stokes and Honorable Council Members,

Let this email serve as my objection as a citizen & voter of Elkins to Ordinance 276 whereas Section 3.04(b) would be amended.

I object to the change of the charter of Elkins, WV as proposed in ordinance 276. Any deviation or amendment of this type to the charter, should at the least be presented to the voters at the next scheduled city election as to avoid any excess cost to the City of Elkins and its citizens. City Charter changes should be done at the public voting booth.

The proposed change to Section 3.04(b) shown below has my objection

"NOW THEREFORE, be it Ordained and Enacted by the Common Council of Elkins, West Virginia, that the City Charter be amended by eliminating the prohibition in City Charter Section 3.04(b) against the Mayor holding any other elected public office during term of office as Mayor of Elkins. All other provisions of the City Charter, including the prohibition in City Charter Section 3.04(b) against the Mayor being employed by the City in any other capacity during term of office as Mayor of Elkins, shall remain in full force and effect as adopted on November 19, 2020, and as further amended at the 2021 Elkins Municipal Election."

I believe that any level of elected government office at the municipal level, county level and state level should be limited in as much that no one individual shall hold any two offices at any level of government either by election or appointment.

1.) County government has to work closely with municipal governments on many matters and state government, either the House of Representatives or WV Senate votes on many issues that directly affect municipalities or counties with financial matters or other governing law.

2.) The time required to fulfill a term in state legislature would hinder the Mayor's ability to govern the City and should never be allowed and the same would go for a County government elected position.

3.). There is a Question of Ethics.

I feel that a dangerous precedent would be set if this is allowed.

R. Alan Huffman

206 Andrews Street

Elkins, WV 26241



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 2, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1690: Authorizing Acceptance of U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant award for law enforcement technology upgrades
Recommended By:	Police Chief
Summary:	Council approval is requested to accept the terms and authorize agreement for Congressionally Directed Funding ("earmark") of \$950,000 (delivered/administered through U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant platform). Council approved application for these funds at its May 19, 2022 meeting. A description of the project to be funded is below: The City of Elkins Police Department proposes to implement law enforcement technology upgrades. The purpose is to enhance public safety and protect life and property in the City of Elkins. Project activities include installing a street camera system with advanced license plate reader technology, a city-wide video management network to mesh technology functions for public safety, installation of in-vehicle camera systems with license plate reader technology, upgraded radar systems in police department vehicles, and enhanced communication systems that include patrol vehicle location and in-vehicle CAD system. Expected outcomes are increased public safety through the ability to quickly locate vehicles and persons suspected of criminal activity, increased case closure rates, increased resolution of traffic crash investigations, enhanced monitoring of roadway conditions, and increased officer safety. All residents and visitors of the City of Elkins, as well as the officers of the Elkins Police Department, are the expected beneficiaries of the project.
Fiscal Impact:	The city would receive \$950,000 in federal funds. Acceptance does not require the expenditure of any non-federal funds.



CITY OF ELKINS AGENDA ITEM REPORT

Recommendation:	Consider for approval
Attachments:	1. R-1690 - accepting Byrne JAG funds for law enforcement technology 2. Award_Package_FAW-175144.pdf_technologygrant 3. 2022_05_19_m_approved - camera funding application approved

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1690)
October 19, 2023

***Authorizing Acceptance of U.S. Department of Justice Edward Byrne Memorial
Justice Assistance Grant award for law enforcement technology upgrades***

WHEREAS, the Common Council (“Council”) of the City of Elkins, West Virginia (“City”) has, at its May 19, 2022 meeting, authorized application for U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant funding for law enforcement technology upgrades; and

WHEREAS, the U.S. Department of Justice has notified the City of a grant award of \$950,000 as a result of this application, contingent on the execution of the attached agreement; and,

WHEREAS, the Elkins Police Department recommends accepting this grant in order to further enhance public safety and the protection of life and property in the City of Elkins; and,

WHEREAS, upon the recommendation of the Elkins Police Department, Council believes it is in the best interest of the citizens of Elkins to accept this grant funding;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council hereby accepts the terms and authorizes execution of the attached agreement by the Mayor or his designee.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		CITY OF ELKINS 401 DAVIS AVE RM 102	
City, State and Zip:		ELKINS, WV 26241	
Recipient UEI:		HMLJSH9L8UC5	
Project Title: Law Enforcement Technology Upgrades		Award Number: 15PBJA-23-GG-00186-BRND	
Solicitation Title: BJA FY 23 Invited to Apply- Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program			
Federal Award Amount: \$950,000.00		Federal Award Date: 8/10/23	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: E Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 12/29/22		Project Period End Date: 11/30/24	
Budget Period Start Date: 12/29/22		Budget Period End Date: 11/30/24	
Project Description: The City of Elkins Police Department proposes to implement law enforcement technology upgrades. The purpose is to enhance public safety and protect life and property in the City of Elkins. Project activities include installing a street camera system with advanced license plate reader technology, a city-wide video management network to mesh technology functions for public safety, installation of in-vehicle camera systems with license plate reader technology, upgraded radar systems in police department vehicles, and enhanced communication systems that include patrol vehicle location and in-vehicle CAD system. Expected outcomes are increased public safety through the ability to quickly locate vehicles and persons suspected of criminal activity, increased case closure rates, increased resolution of traffic crash investigations, enhanced monitoring of roadway conditions, and increased officer safety. All residents and visitors of the City of Elkins, as well as the officers of the Elkins Police Department, are the expected beneficiaries of the project.			

Award Letter

August 10, 2023

Dear Jerry Marco,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF ELKINS for an award under the funding opportunity entitled 2023 BJA FY 23 Invited to Apply- Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. The approved award amount is \$950,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg

Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Additional Information Required

NEPA Letter

The scope or location or the proposed project is such that it may not qualify for a categorical exclusion as contained in Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

As such, prior to initiation of the project, the grantee may need to complete an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS).

Additional information is needed to determine if any of the following activities will be conducted as a result of this award, whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see

<https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance>.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator**First Name**

Terry

Middle Name**Last Name**

Orbin

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

CITY OF ELKINS

UEI

HMLJSH9L8UC5

Street 1

401 DAVIS AVE RM 102

Street 2**City**

ELKINS

State/U.S. Territory

West Virginia

Zip/Postal Code

26241

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

8/10/23

Award Type

Initial

Award Number

15PBJA-23-GG-00186-BRND

Supplement Number

00

Federal Award Amount

\$950,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.753

Assistance Listings Program Title

Congressionally Recommended Awards

Statutory Authority

Pub. L. No. 117-328, 136 Stat 4459, 4542-4543; 28 USC 530C

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Invited to Apply- Byrne Discretionary
Community Project Funding/Byrne Discretionary Grants
Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13825503

Grant Manager Name

Lauren Troy

Phone Number

[202-598-9472](tel:202-598-9472)

E-mail Address

Lauren.Troy@usdoj.gov

Project Title

Law Enforcement Technology Upgrades

Performance Period Start

Date

12/29/2022

Performance Period End Date

11/30/2024

Budget Period Start Date

12/29/2022

Budget Period End Date

11/30/2024

Project Description

The City of Elkins Police Department proposes to implement law enforcement technology upgrades. The purpose is to enhance public safety and protect life and property in the City of Elkins. Project activities include installing a street camera system with advanced license plate reader technology, a city-wide video management network to mesh technology functions for public safety, installation of in-vehicle camera systems with license plate reader technology, upgraded radar systems in police department vehicles, and enhanced communication systems that include patrol vehicle location and in-vehicle CAD system. Expected outcomes are increased public safety through the ability to quickly locate vehicles and persons suspected of criminal activity, increased case closure rates, increased resolution of traffic crash investigations, enhanced monitoring of roadway conditions, and increased officer safety. All residents and visitors of the City of Elkins, as well as the officers of the Elkins Police Department, are the expected beneficiaries of the project.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

sample text

Year 1	Total
Personnel	
\$0	\$0
Fringe Benefits	
\$0	\$0
Travel	
\$0	\$0
Equipment	
\$950,000	\$950,000
Supplies	
\$0	\$0
Construction	
\$0	\$0
SubAwards	
\$0	\$0
Procurement Contracts	
\$0	\$0
Other Costs	
\$0	\$0
Total Direct Costs	
\$950,000	\$950,000
Indirect Costs	
\$0	\$0

Total Project Costs

\$950,000 \$950,000

Federal

\$950,000 \$950,000

Non-Federal

\$0 \$0

Budget Totals

	Total	Percentage
Total Project Cost	\$950,000	
Federal Funds	\$950,000	100.00~symbolPlaceholder~
Non-Federal Amount	\$0	0.00~symbolPlaceholder~
Match Amount	\$0	0.00~symbolPlaceholder~
Program Income	\$ 0	

0.00~symbolPlaceholder~

Empty Space

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

6

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

7

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

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

10

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

13

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

14

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an

imminent breach.

16

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or

subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and

are incorporated by reference here.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

33

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

34

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

35

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

36

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision

52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

37

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

38

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

43

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

45

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

46

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

47

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

48

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any

employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

49

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

50

The recipient may not expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

51

The recipient may not expend or draw down any award funds until—

(1) OJP determines that the recipient's Grant Award Administrator and all Financial Manager for this award have successfully completed an "OJP financial management and grant administration training" on or after October 15, 2020, and

(2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition. Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

52

The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

53

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform BJA of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under a BJA-conducted environmental impact review process.

54

The recipient agrees not to expend or draw down any award funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and an Award Condition Modification (ACM) has been issued removing this condition.

55

The recipient may not expend, or drawdown funds under this award until: (1) it has submitted to the grant manager for this OJP award, for review and approval, a revised budget narrative, and (2) OJP has issued an Award Condition Modification (ACM) to remove this award condition.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand

that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	7/27/23 9:00 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official
Jerry Marco

Signed Date And Time
9/19/2023 5:31 PM

**ELKINS COMMON COUNCIL
REGULAR COUNCIL MEETING
MINUTES**

**401 Davis Avenue
Council Chamber, 2nd Floor
May 19, 2022
7:00 p.m.**

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilpersons N.E. Bross-Fregonara, R.C. Chenoweth, M. D. Cuonzo, C.H. Friddle, III, J.A. Guye, G.M. Hinchman, C.C. Lowther, and D.C. Parker; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Manager J. Sanson; City Attorney G. S. Roberts; and City Clerk J.R. Sutton (acting as recording secretary).

Councilpersons C.J. Higgins and L.H. Vest were absent.

MINUTES

Cm. Chenoweth, **MOVED APPROVAL OF THE MINUTES OF THE MAY 5, 2022 REGULAR COUNCIL MEETING.** The motion carried.

CORRESPONDENCE AND NOTIFICATIONS

Council received the following correspondence and notifications:

- Issued building permits

The following building permits have been issued since the previous regular council meeting.

ISSUED BUILDING PERMITS				
Permit	Applicant	Location	Description	Value
220097	Goodwin, John	1500 Taylor Ave.	Replace Existing Tub	9,282.00
220098	Coberly, Linda	624 Yokum St	Install Vinyl Fence	5,847.00
220099	Vest, Linda	915 S Henry Ave	Replace Shingles on Front Porch	4,200.00
220100	Phillips, Michael	109 White Oak Ln.	Replace Bathtub	9,607.00
220101	Crowley, James	116 Wilton Ave	Replace Front Door	2,988.00
220102	D & B United, LLC	20 Second St	New Windows & Kitchen	13,000.00
220103	BFS	527 Randolph Ave	Remodel	375,000.00
220104	Okernick, David	1104 S Kerens Ave	Install Metal Roof	10,000.00
220105	Elkins Metro Corp	730 Yokum	Replace Shingles	20,000.00
220106	Schoonover, Emma	117 West View Dr	Replace Shingles	15,928.00
220107	City of Elkins	401 S Randolph Ave.	Build a Gazebo	6,000.00
220108	Randolph Co Housing Authority	17 Grace Circle	New Home	210,000.00
220109	Armentrout, Mark	1722 S Davis Ave.	Privacy Fence	21,200.00
220110	Harvey, Richard	102 White Oak	Replace Deck	14,300.00

ISSUED BUILDING PERMITS				
Permit	Applicant	Location	Description	Value
220111	Chenoweth, Robert	208 Bridgewater Dr	Replace Shingles	17,936.00

COMMITTEE REPORTS provided by all committee chairs present.

STAFF REPORTS were provided by all administrative officers and the chief wastewater operator.

APPROVAL OF VENDOR INVOICE PAYMENTS

Cm. Hinchman, **MOVED APPROVAL OF THE INVOICES PRESENTED.** The motion carried.

The invoices in question were as specified on the following list, which is attached and made part of this record:

- Accounts Payable check transactions for the period May 2 – 13, 2022.

NEW BUSINESS

Cm. Lowther, **MOVED APPROVAL OF RESOLUTION #1530: APPROVING THE PROMOTION OF AND ESTABLISHING A NEW COMPENSATION LEVEL FOR R. GOUX.** The motion carried.

Cw. Cuonzo, **MOVED APPROVAL OF RESOLUTION #1531: APPROVING THE PROMOTION OF AND ESTABLISHING A NEW COMPENSATION LEVEL FOR N. ELBON.** The motion carried.

Cm. Lowther, **MOVED APPROVAL OF RESOLUTION #1532: AUTHORIZING THE REASSIGNMENT OF OPERATIONS POSITION TO A NEW GRADE WITHIN THE COMPENSATION AND CLASSIFICATION PLAN.** The motion carried.

Cw. Cuonzo, **MOVED APPROVAL FOR COUNCIL TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION PROSPECTIVE PERSONNEL FOR THE WATER BOARD AND ELKINS-RANDOLPH COUNTY PUBLIC LIBRARY BOARD.** The motion carried. Council entered executive session at 7:31 p.m. and returned at 7:42 p.m. The chair announced that no action was taken.

Cm. Hinchman, **MOVED APPROVAL OF THE APPOINTMENT OF CAROL CAIN BUSH TO THE ELKINS WATER BOARD FOR THE UNEXPIRED TERM ENDING MARCH 31, 2023.** The motion carried.

Cm. Chenoweth, **MOVED APPROVAL OF THE APPOINTMENT OF REBECCA SEVERINO TO THE ELKINS-RANDOLPH COUNTY PUBLIC LIBRARY BOARD FOR THE UNEXPIRED TERM ENDING JUNE 30, 2025.** The motion carried.

Councilor D. Parker discussed a recommendation from the Mayor’s Addiction and Homeless Resources Task Force and the Public Safety Committee, both on which he serves, to discuss the Department of Justice FY22 Comprehensive opioid, Stimulant, and Substance Abuse site-based program. The intention would be for the city to make the application and for the mayor’s task force to work through its many partners in executing programs to support youth education and prevention, enhanced court programming and transitional or recovery housing. Cm. Parker, Mayor Marco, and Jennifer Griggs, RCHA member and employee of the Randolph County Housing Authority described the grant application, benefits and requirements. No action was taken.

Police Chief T. Bennett requested support of council to pursue \$950,000 in funding through the Department of Justice Edward Byrne Memorial Justice Assistance Grant Program to support policing and other efforts. Approximately \$250,000 to \$350,000 would be used to fund the purchase, installation, and maintenance of street cameras for up to ten years throughout the city’s downtown. The Chief reports the application is due next week to Senators Manchin and Capito, who would make the request on the city’s behalf. Council discussed questions of privacy and of bidding the project out.

Cm. Chenoweth, **MOVED APPROVAL OF PROCEEDING WITH A REQUEST FOR \$950,000 FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM.** In accordance with Resolution 924 and the amended City of Elkins Rules of Council the chair called for a roll call vote. The clerk called roll in random order. The motion carried. Council votes were as follows:

N. Bross-Fregonara	Yes	J. Guye	Yes	D. Parker	Yes
R. Chenoweth	Yes	C. Higgins	Absent	L. Vest	Absent
M. Cuonzo	No	M. Hinchman	Yes	Mayor J. Marco (in case of tie)	n/a
C. Friddle, III	No	C. Lowther	Yes		

MAYOR’S COMMENTS were provided.

Cw. Bross-Fregonara, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 8:39 p.m.

*Approved by council at the meeting
of June 2, 2022*

Jerry A. Marco, Mayor

Attest:

Jessica R. Sutton, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 2, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1694: Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (Operations Department)
Recommended By:	Operations Manager
Summary:	Equipment lease and maintenance agreement with Hart Office Solutions for new multi-function printer/copier/scanner to replace old one.
Fiscal Impact:	63 monthly payments of \$259 covers lease, a maximum number of copies, and all parts, labor, drums, and toner.
Recommendation:	Consider for approval
Attachments:	1. R-1694 - Hart Office agreement for copier for Operations Department 2. City of Elkins Lease and State & Local Government Addendum 10-19-23 3. Maintenance Agreement City of Elkins Operations Division October 2023

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1694)

November 2, 2023

***Authorizing Conditions of Lease & Addendum and Maintenance Agreement between
Hart Office Solutions and the City of Elkins (Operations Department)***

WHEREAS, the City of Elkins, West Virginia (“City”) has determined to obtain equipment and services for a multifunction machine in the Operations Department; and,

WHEREAS, the City has received a proposed Agreement with Hart Office Solutions, LLC (copy attached) for the provision of such equipment and services; and,

WHEREAS, it appears that contracting for this service is in the best interests of the citizens of the City of Elkins; ***now, therefore, be it***

RESOLVED, that the Elkins Common Council approves this Agreement and authorizes execution of this Agreement by the Mayor, or his designee, on behalf of the City of Elkins.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk

LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City Of Elkins		Telephone No: 3046361414		
Billing Address: 401 Davis Ave, Elkins, WV 26241		Equipment Location (if other than Billing Address):		
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)				
Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
1	Toshiba 5525AC		5525AC	
BASE TERM IN MONTHS <u>63</u>	TOTAL NUMBER OF LEASE PAYMENTS <u>63 @ \$259.00</u> (plus taxes)	END OF LEASE PURCHASE OPTION ☒ Fair market value, plus taxes ☐ 10% of Equipment cost, plus taxes ☐ \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)		(a) Advance Payment: \$0.00
				(b) Security Deposit: \$0.00
				(c) Documentation Fee: \$95.00
				Total due a + b + c =: \$95.00
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.				

In this agreement ("Lease"), "we," "our," and "us" refers to **LEAF Capital Funding, LLC** as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: City Of Elkins		Print Name: _____	Title: _____
X _____ Lessee Authorized Signature	E-Mail Address: _____	Date: _____	
	Tax ID Number: _____		

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. **You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.**

SIGNED X _____	Print Name: _____	E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By:	Title: _____	Date: _____

State and Local Government Addendum

Reference: **Application No. 858867**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **City Of Elkins** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and

(b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City Of Elkins	LEAF CAPITAL FUNDING, LLC
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____



Toshiba MFP Maintenance Agreement

October 19, 2023

City of Elkins Operations Division

401 Davis Avenue

Elkins, WV 26241

304-636-1414

Maintenance Details for New Toshiba e-Studio 5525AC Color System:

- Service and supplies are included for up to 2,000 black & white clicks and 600 color clicks per month. Excess black & white billed monthly at \$.01 per click and excess color billed monthly at \$.0495 per click.
- All parts, labor, drums, toner, and developer are included.
- IT Support included for the first 30 days after installation.
- After 30 days, IT Support is available at an additional cost. IT Support can be purchased in hourly blocks at discounted rates or can be billed at the standard hourly rate. If interested in learning more about Hart Office Solutions Managed IT Services Agreements, please contact us for a Free analysis and a customized quote.

TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT

For the purpose of maintaining the equipment covered by this agreement in good operating condition within manufacturer's specifications, Hart Office Solutions agrees to perform maintenance service in accordance with the following terms and conditions.

Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark/brother digital copier network connection breakdown. Other exclusions include, but are not limited to, customer credits or reimbursements for poor quality or wasted prints and/or credits or reimbursements for wasted paper due to poor quality prints or due to misfeeds.

The term of this agreement is based upon the anticipated customer usage as shown in the maintenance description listed above. Allowed clicks are accumulated from the meter reading on the M.A. (Maintenance Agreement) start date. Should the number of allowed clicks be exceeded, customer agrees to pay the current excess click charge for each click in excess of allowed clicks. Invoices for excess click charges will be tendered at the time of service, and shall be payable by the customer upon receipt.

Excessive toner fill usage and scans may result in additional charges above the normal CPC rate / Maintenance charge. Supplies will also be provided based on the manufacturer's listed usage rate.

Hart Office Solutions reserves the right to terminate this agreement.

This agreement covers all routine, remedial and preventative maintenance service so long as this type of coverage was purchased.

With the exception of consumable parts, all parts are included under this agreement (so long as this type of agreement was purchased).

Consumable supplies are not included under this agreement unless specified as such under the "Maintenance Description" area of this agreement.

Electrical work external to the equipment and equipment line cord is not covered by this agreement.

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 15%.

This agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non-Toshiba/Lexmark manufacture.

Any customer changes, alterations, or attachments may require a change in the maintenance charge set forth herein. Hart Office Solutions also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Hart Office Solutions to continue to service the equipment.

This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force. Any loss or damage occurring from any of the foregoing is specifically excluded from this agreement.

In the event that any equipment is moved from the location set forth on the reverse side hereof, Hart Office Solutions, may terminate and/or subject the copier to additional service charges.

This agreement is not assignable or transferable by customer without prior written consent of Hart Office Solutions.

Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specification.

Invoice pursuant to this agreement will be tendered at the outset of each term. All charges for service and parts hereunder and all maintenance changes shall be payable by the customer immediately upon receipt of invoice. Hart Office Solutions reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement.

Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Hart Office Solutions may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if customer at any time is in breach of any term or condition herein contained.

This Maintenance Agreement shall be for a twelve (12) month period beginning upon installation of the new or used system or upon the signing of this agreement, whichever comes first. This non-cancelable agreement shall automatically be renewed annually at the then prevailing rates for a successive one-year term unless terminated by either party by providing written notice no less than 30 days prior to the upcoming annual term.

Supplies: All supplies and parts ordered, accepted, and received by the customer remain under the ownership of Hart Office Solutions until consumed.

Limited Remedies: At no time shall Hart Office Solutions be held liable for any damages to the network, network server or workstations. In no event shall Hart Office Solutions be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While Hart Office Solutions endeavors to promptly address any emergency and maintain the Toshiba/Lexmark digital copier which is the subject of this agreement, Hart Office Solutions shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier including any claim that the repair or maintenance was not timely. For example, but not by the way of limitation, Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark digital copier network connection breakdown.

Miscellaneous: This Agreement constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to maintenance of the Toshiba/Lexmark digital copier network connection and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of the Agreement shall be deemed as effective as an original.

Connections to computer/networks: Connections will be performed by a Hart Office Solutions technician in conjunction with customers IT support personnel. Customer shall first provide all necessary cabling, network connections and electrical requirements for the installation. If the equipment cannot be installed and connected because of some condition within the customer's reasonable control, then a reinstallation charge shall apply. The engineer performing the installation will configure up to 5 workstations. Additional workstations will be configured at an additional charge at the prevailing rate.

Connection Waiver: If Hart Office Solutions performs the installation/connection, the customer agrees that Hart Office Solutions is responsible only for completing the installation and setup of the equipment purchased through Hart Office Solutions. Hart Office Solutions is not responsible for any changes, failures, downtime or consequential losses of the customer's network, software or computers during or after the installation.

Acceptance: Your signature will indicate your acceptance of these terms and conditions.

Customer Name (printed): City of Elkins Operations Division

Date: _____

Customer Signature (acceptance): _____

Printed Name: _____

Title: _____



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 2, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1695: Making reappointments to various city boards and commissions
Recommended By:	City Clerk
Summary:	The following incumbents wish to be reappointed to their respective boards as shown below: • Diana Patella to the Board of the Elkins-Randolph County Health Department for a term expiring December 31, 2028 • Linda Silva to the Elkins Tree Board for a term expiring December 31, 2026 • Marilyn Cuonzo to the Elkins Tree Board for a term expiring December 31, 2026 • Sam Golston to the Elkins Tree Board for a term expiring December 31, 2026 • Aira Burkhart to the Elkins Tree Board for a term expiring December 31, 2026
Fiscal Impact:	None
Recommendation:	Consider for approval
Attachments:	1. R-1695 - reappointment to various boards and commissions

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1695)

November 2, 2023

Reappointments to Various City Boards and Commissions

WHEREAS, the terms of several members of various city boards and commissions have expired; and,

WHEREAS, the current incumbents wish to continue service to the City of Elkins;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby makes the following reappointments:

- Diana Patella to the Board of the Elkins-Randolph County Health Department for a term expiring December 31, 2028
- Linda Silva to the Elkins Tree Board for a term expiring December 31, 2026
- Marilyn Cuonzo to the Elkins Tree Board for a term expiring December 31, 2026
- Sam Golston to the Elkins Tree Board for a term expiring December 31, 2026
- Aira Burkhart to the Elkins Tree Board for a term expiring December 31, 2026

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 2, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1696: Appointing M. Washington as PEIA Benefits Coordinator and Web Contributions Coordinator, and confirming W. Williams in the same roles
Recommended By:	City Clerk
Summary:	Agencies participating in the West Virginia Public Employees Insurance Agency benefits programs are required to designate both Web Contributions Coordinators and Benefit Coordinators. This resolution appoints Melissa Washington (HR Generalist) and Wendy Williams (Payroll Clerk) to fill both roles.
Fiscal Impact:	None
Recommendation:	Consider for approval
Attachments:	1. R-1696 - Appointing Washington and Williams benefits coordinators 2. PEIA benefit coordinator designation 3. PEIA web contributions coordinator designation

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1696)

November 2, 2023

Appointing M. Washington as PEIA Benefits Coordinator and Web Contributions Coordinator, and confirming W. Williams in the same roles

WHEREAS, Elkins City Code, §30.02 provides Council the authority to prescribe and set forth compensation paid in the annual budget or through other ordinance; and,

WHEREAS, as part of its compensation package, City employees have access to various benefits administered by the Public Employees Insurance Agency (PEIA); and,

WHEREAS, PEIA requires that participating agencies designate both a Web Contributions Coordinator and a Benefit Coordinator;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Common Council of the City of Elkins hereby appoints M. Washington and W. Williams as both PEIA Web Contributions Coordinators and PEIA Benefit Coordinators on the City's behalf.

Jerry A. Marco, Mayor

Attest:

Sutton R. Stokes, City Clerk



Public Employees Insurance Agency

Benefit Coordinator Designation Form

Benefit Coordinator Name: MELISSA WASHINGTON

Account Name: ELKINS, CITY OF (803598810)

Agency Account Number: 803598810

Each participating agency **MUST** name a Benefit Coordinator to assist in the benefits enrollment process. The Benefit Coordinator designated above will be responsible for approving or disapproving online and paper enrollments for employees of the agency named above. If more than one Benefit Coordinator is to be designated, each must register individually on the website, print and sign this agreement. Failure to process the enrollments will result in suspension of benefits for the employee, and may result in action against the employer.

The above-designated Benefit Coordinator has the authority to approve or disapprove enrollments for employees of the agency named above, and to commit the agency to paying premiums for the coverage chosen by the agency's employees. He or she also has the sole responsibility to protect the information used to gain administrative access to the site, and the confidentiality of the data contained therein.

By signing this form you are agreeing to use a digital mark in lieu of a written signature. To use this digital mark you must agree:

1. That you will not share with any other person the password, code or other security key required for use of the mark;
2. That the use of the mark represents confirmation of a record;
3. To notify the agency immediately once you become aware that the security key is compromised; and
4. That you understand that the provisions of W. Va. Code §61-3C-10 prescribe the penalties for the unauthorized disclosure of a password, identifying code, personal identification number or other confidential security information.

You must further agree to the contents of the:

Information Privacy and Security Agreement for Benefit Coordinators and Authorized Users

This agreement is by and between the Public Employees Insurance Agency (PEIA) and the Benefit Coordinator, or any other authorized agency user of PEIA member information, (hereinafter, "Agency" or "Agency Representative"), collectively "parties." Whereas, it is desirable, in order to further the continued efficient operations of PEIA, to disclose to the Agency Representative certain legally protected confidential, individually identifiable health information (hereinafter, "PHI" or "information"); and Whereas, it is the desire of both parties that the privacy and security of the information used and disclosed hereunder be maintained and treated in accordance with all applicable laws relating to privacy and security and the parties do agree to at all times treat the information consistent with that desire. **NOW THEREFORE;** the parties agree that: The Agency Representative will only have access to information related to the enrollment and eligibility of its own employees. Additional information, such as claims-related information, regarding PEIA members cannot be released to the Agency Representative unless the information has been properly de-identified or the release is authorized by the PEIA member.

1. The Agency Representative will not disclose protected health information to a third party unless the required provisions set forth in PEIA's policies and procedures for use and disclosure of protected health information are met.

2. Uses and disclosures of protected health information will be made to the Agency Representative in order to administer and achieve the purposes of the PEIA as set out in this Plan Document and West Virginia Code §§5-16-1 et seq. all to be done consistent with: PEIA's policies and procedures for use and disclosure of protected health information; PEIA's Notice of Privacy Practices and Procedures, and applicable law.
3. The Agency Representative will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic protected health information that it creates, receives, maintains or transmits on behalf of the group health plan.
4. The Agency Representative will not use or further disclose PHI received from the PEIA other than as permitted or required by this agreement or as required by law.
5. The Agency Representative will ensure that any agents, including any subcontractor, to whom it provides protected health information received from the PEIA, agree to the same restrictions and conditions that apply to the Agency Representative with respect to such information. This includes, but is not limited to, the implementation of reasonable and appropriate security measures.
6. The Agency Representative will not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Agency.
7. The Agency Representative will report to the PEIA any use or disclosure of the information that is inconsistent with the uses or disclosures permitted or required by this agreement of which it becomes aware. The Agency Representative will further report to the PEIA any security incident of which it becomes aware.
8. The Agency Representative will permit PEIA members to have access to any PHI which it has received from the PEIA, if necessary.
9. The Agency Representative will make available protected health information for amendment and incorporate any amendments to protected health information, if necessary.
10. The Agency Representative will make available the information required to provide an accounting of disclosures, if necessary.
11. The Agency Representative will make its internal practices, books, and records relating to the use and disclosure of protected health information received from the PEIA available to the Secretary, US Department of Health and Human Services, for purposes of determining compliance by the PEIA with federal privacy regulations regarding PHI (specifically, 45 CFR Parts 160 and 164).
12. The Agency Representative will, if feasible, return or destroy all protected health information received from the PEIA that the Agency still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made; except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
13. In order to provide adequate separation between the Agency Representative and other employees who are not assigned to the administration of the PEIA health plans, only the following employees or classes of employees or other persons under the control of the Agency will be given access to the protected health information. The following categories of employees and other members of the Agency's workforce will be given access to protected health information.
 - 13.1. - Those who are assigned to the administration of the PEIA health plans. This includes, maintenance of enrollment, payroll and premium, and eligibility records, and other matters pertaining to the ordinary course of business of the PEIA; and,
 - 13.2. - Others who are authorized by the agency to have access to PHI on behalf of PEIA. This would include any other users of PEIA information.
 - 13.2.1. - All authorized users must sign this agreement prior to obtaining access to the information.
 - 13.3. - The Agency Representative will ensure that the adequate separation is supported by reasonable and appropriate security measures.
14. The Agency Representative will restrict the access to and use of PHI received from the PEIA to the plan administration functions that the Agency Representative performs for the PEIA. No further uses are permitted.

15. The Agency Representatives may be subject to discipline in the event any PEIA information is used or disclosed in violation any of the provisions of this agreement.

By signing below the agency and agency representatives agree that they are contractually bound to PEIA upon the above terms.

Benefit Coordinator Name: MELISSA WASHINGTON
Account Name: ELKINS, CITY OF
Agency Account Number: 803598810

Please mail signed forms to:
PEIA
601 57th St., SE
Suite 2
Charleston, WV 25304-2345
Or fax: 1-877-233-4295 (1-304-558-2470)

Applicant Benefit Coordinator Signature
Agency Head Signature

Melissa Washington

Date *10/31/23*

Date *10/31/23*





Public Employees Insurance Agency

Web Contributions Coordinator Designation Form

Web Contributions Coordinator Name: MELISSA WASHINGTON

Account Name: ELKINS, CITY OF (803598810)

Agency Account Number: 803598810

Each participating agency MUST name a Web Contributions Coordinator to assist in the benefits enrollment process. The Web Contributions Coordinator designated above will be responsible for approving or disapproving online and paper enrollments for employees of the agency named above. If more than one Web Contributions Coordinator is to be designated, each must register individually on the website, print and sign this agreement. Failure to process the enrollments will result in suspension of benefits for the employee, and may result in action against the employer.

The above-designated Web Contributions Coordinator has the authority to approve or disapprove enrollments for employees of the agency named above, and to commit the agency to paying premiums for the coverage chosen by the agency's employees. He or she also has the sole responsibility to protect the information used to gain administrative access to the site, and the confidentiality of the data contained therein.

By signing this form you are agreeing to use a digital mark in lieu of a written signature. To use this digital mark you must agree:

1. That you will not share with any other person the password, code or other security key required for use of the mark;
2. That the use of the mark represents confirmation of a record;
3. To notify the agency immediately once you become aware that the security key is compromised; and
4. That you understand that the provisions of W. Va. Code §61-3C-10 prescribe the penalties for the unauthorized disclosure of a password, identifying code, personal identification number or other confidential security information.

You must further agree to the contents of the:

Information Privacy and Security Agreement for Web Contributions Coordinators and Authorized Users

This agreement is by and between the Public Employees Insurance Agency (PEIA) and the Web Contributions Coordinator, or any other authorized agency user of PEIA member information, (hereinafter, "Agency" or "Agency Representative"), collectively "parties." Whereas, it is desirable, in order to further the continued efficient operations of PEIA, to disclose to the Agency Representative certain legally protected confidential, individually identifiable health information (hereinafter, "PHI" or "information"); and Whereas, it is the desire of both parties that the privacy and security of the information used and disclosed hereunder be maintained and treated in accordance with all applicable laws relating to privacy and security and the parties do agree to at all times treat the information consistent with that desire. NOW THEREFORE; the parties agree that: The Agency Representative will only have access to information related to the enrollment and eligibility of its own employees. Additional information, such as claims-related information, regarding PEIA members cannot be released to the Agency Representative unless the information has been properly de-identified or the release is authorized by the PEIA member.

1. The Agency Representative will not disclose protected health information to a third party unless the required provisions set forth in PEIA's policies and procedures for use and disclosure of protected health information are met.
2. Uses and disclosures of protected health information will be made to the Agency Representative in order to administer and achieve the purposes of the PEIA as set out in this Plan Document and West Virginia Code §§5-16-1 et seq. all to be done consistent with: PEIA's policies and procedures for use and disclosure of protected health information; PEIA's Notice of Privacy Practices and Procedures, and applicable law.
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4. The Agency Representative will not use or further disclose PHI received from the PEIA other than as permitted or required by this agreement or as required by law.
5. The Agency Representative will ensure that any agents, including any subcontractor, to whom it provides protected health information received from the PEIA, agree to the same restrictions and conditions that apply to the Agency Representative with respect to such information. This includes, but is not limited to, the implementation of reasonable and appropriate security measures.
6. The Agency Representative will not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Agency.
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12. The Agency Representative will, if feasible, return or destroy all protected health information received from the PEIA that the Agency still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made; except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
13. In order to provide adequate separation between the Agency Representative and other employees who are not assigned to the administration of the PEIA health plans, only the following employees or classes of employees or other persons under the control of the Agency will be given access to the protected health information. The following categories of employees and other members of the Agency's workforce will be given access to protected health information.
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Web Contributions Coordinator Name: MELISSA
WASHINGTON

Account Name: ELKINS, CITY OF
Agency Account Number: 803598810

Please mail signed forms to:
PEIA

601 57th St., SE
Suite 2

Charleston, WV 25304-2345

Or fax: 1-877-233-4295 (1-304-558-
2470)

Applicant Web Contributions Coordinator Signature
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Melissa Washington

Date *10/31/2023*

Date *10/31/2023*

