

A G E N D A
PRESTON COUNTY COMMISSION
AUGUST 11, 2020
9:00 A.M.

Meeting location 115 Court Street, Kingwood WV

Call to order by President and Pledge of Allegiance.

Roll call of Commissioners.

Recognition of Public.

Review of Bills.

Assessor's Office – Consideration and/or action

Tax Correction List – Carpenter Steven & Robin, Personal Property; Carpenter Steven R & Robin, Personal Property; Dalton Timothy E & Melissa D, Personal Property; Estey Enterprises & Trucking, Personal Property; Frazee Kevin, Personal Property; Hamrick Robert, Personal Property; Johnson Michael Ray, Personal Property; Johnson Michael Ray, Real Estate; Johnson Michael Ray, Real Estate; Johnson Michael Ray, Real Estate; Larew Ginger R, Personal Property; Lewis Alvin, Real Estate, Perry Electric, Personal Property; Perry Electric, Personal Property; Ringer Steven E, Real Estate; Shafer Darrell & Wiles Francis, Real Estate; Swope Jerry J, Personal Property; Thomas Jeffrey W, Real Estate
County Court Split – Myers Logan A & Sara R

Recognition of Scheduled Appointments

9:03 a.m. Preston County Health Department – COVID-19 Virus Update

Approval of Minutes – June 30, 2020

Proceedings in Vacation – July 23, 2020 through August 5, 2020

Estate Settlements – July 20, 2020 thru July 27, 2020

ESTATE NAME:PAUL MASON CLARKSON
ESTATE NAME:BARBARA ANN COGAR
ESTATE NAME:ALLEN EUGENE COPEN SR
ESTATE NAME:JUDITH L. HARVEY
ESTATE NAME:LAWRENCE R. HOBAN
ESTATE NAME:SARA F. HUFFMAN
ESTATE NAME:RUPERT M. MELCHEK
ESTATE NAME:ESTHER OPEL
ESTATE NAME:PATRICIA PEARL WOLFE

Fiduciary Commissioner – 2020 Second Quarter Estate Status Report - dated August 4, 2020, filed by Woodrow E. Turner, Fiduciary Commissioner.

Old Business – Consideration and/or action –

New Business – Consideration and/or action –

- A. Application for All-Terrain Vehicle use on Preston County Roads
- B. Preston County Economic Development Authority re-appoint board members - three-year terms, July 1, 2020 through June 30, 2020 for Nicholas Taylor, Town of Newburg; Laura Dulaney, Town of Bruceton Mills; Jim Lobb, At-Large; Mark Reed, Town of Rowlesburg; Jean Guillot, City of Kingwood

Administrator's Report – Consideration and/or action

- A. Update COVID-19 Virus
- B. CARES funding
- C. Approve HAVA Grant Agreement Election Equipment & Security
- D. Approval Grant Award Documents 2020-2021 Community Corrections
- E. Budget Revisions
- F. Miscellaneous Correspondence

Personnel Matters- Consideration and/or action

- A. Executive Session - Personnel

Legal Matters- Consideration and/or action

Information

- A. Minutes – July 7, 14, 2020
- B. Miscellaneous Correspondence

Commissioners Comments

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Regular Session at 9:00 a.m., August 11, 2020 at the Preston County Extension Office located at 115 Court Street in Kingwood.

The meeting was called to order by President Samantha Stone who invited those present to join in the Pledge of Allegiance.

President Stone then declared the following Commissioners present: Don Smith, Dave Price and Samantha Stone.

Also present was Kathy Mace, County Administrator and Linda Huggins, County Clerk.

The following persons registered their attendance during the meeting:

V.J. Davis, Director - Preston County Health Dept.

Theresa Marthey – Preston County Journal

Biff Armstrong - IT

Kathy Plum – The Dominion Post

Connie Ervin - Assessor

Crystal Bolyard

Brenda and Zachary Casteel

Commissioner Price moved to authorize payment of all properly presented and approved invoices. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

Commissioner Smith moved to approve the Tax Correction List, dated August 11, 2020 in the amount of \$6,663.26 as presented by Assessor Connie Ervin. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

Commissioner Smith moved to approve the Notice of Apportionment of Jointly Owned Motor Vehicles for the following:

Logan A. & Sara R. Myers

Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

There were no Consolidation of Land or County Court Splits.

Recognition of Scheduled Appointments

10:33 a.m. - Preston County Health Department-COVID-19 Virus Update

President Stone introduced V.J. Davis, Director of the Preston County Health Department with a COVID-19 update.

Mr. Davis reported there are 104 confirmed cases; 21 probables; 4 deaths; 109 people have recovered and there are 12 active cases in Preston County. This is the lowest number that the county has been at for a while. He attributes it to the statewide mandate for face coverings that was implemented by the governor.

The health department has also decided to kick off a campaign called “We Pledge to Protect Preston”. They are asking businesses, government entities, individuals and organizations or anyone to make a pledge to protect Preston. They are giving those that make the pledge a poster to display in their home or business.

Mr. Davis said the virus is still here and is not going anywhere and the only thing we can do is try to protect ourselves and others as best we can. The three things we can do are depicted on the poster, such as, to wear face coverings, wash your hands and maintain social distancing-6ft. away from other people when you can. He said this is the only defense we have until a viable vaccine is developed. The purpose of the campaign is to try to get as many people as possible to do these three things to help reduce the spread or stop the spread until a vaccine or treatment is available nationwide.

Approval of Minutes – June 30, 2020

Commissioner Smith moved to approve the minutes of June 30, 2020. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

Proceedings in Vacation – July 23, 2020 through August 5, 2020

Under **NEW BUSINESS** Commissioner Smith moved to dispense with the reading in open court of the proceedings of the Clerk of this Commission, had in vacation on, July 23, 2020 through August 5, 2020 inclusive, and to approve and confirm the same as presented by the County Clerk, there having been no exception or objections filed thereto. (See attachment)

United States of America



State of West Virginia

County of Preston, ss:

Clerk's Fiduciary Report

Estate from Thursday, July 23, 2020, through Wednesday, August 5, 2020

The County Commission of Preston County this 11th day of August, 2020, proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before her during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Friday, July 24, 2020, the following matters were disposed of in the presence of the Clerk:

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **REGINA K. BRAGG** was appointed and qualified as **ADMINISTRATRIX** of the estate of **JOHNNY BRUCE BRAGG**, deceased. No bond was required.

A duly copy of the last will and testament of **ALBERTA GRAHAM, AKA LOUWILLA ALBERTA GRAHAM**, deceased, late a resident of Preston County, WV, was admitted to record.

On, Monday, July 27, 2020, the following matters were disposed of in the presence of the Clerk:

The said estate of **HAROLD RAY SIGLEY**, deceased, was referred to **DAVID P. BROWN**, a **FIDUCIARY COMMISSIONER** for the Preston County Commission, for settlement thereof.

The said estate of **C. LEE MARTINEC**, deceased, was referred to **OLIVIA S. DEVAL**, a **FIDUCIARY COMMISSIONER** for the Preston County Commission, for settlement thereof.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **ANTHONY WOLFE** was appointed and qualified as **ADMINISTRATOR** of the estate of **ROGER LYNN WOLFE**, deceased. Bond was \$17,800.00.

MICHELLE ELAINE WHITEHEAD, who was named in the last will and testament of **SHARON K. DURR AKA SHARON KAY ROOT DURR**, deceased, as **EXECUTRIX** thereof, qualified as such. Bond was \$73,000.00.

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **ROSEMARY SIGLEY** was appointed and qualified as **ADMINISTRATRIX** of the estate of **GARY WAYNE SIGLEY**, deceased. No bond was required.

On, Tuesday, July 28, 2020, the following matters were disposed of in the presence of the Clerk:

ERIC GRAHAM, who was named in the last will and testament of **ALBERTA GRAHAM, AKA LOUWILLA ALBERTA GRAHAM**, deceased, as **EXECUTOR** thereof, qualified as such. No bond was required.

Ancillary Affidavit of West Virginia Real Estate Without Appointment admitted to record, **TERRI L. JONES**, affiant.

On, Wednesday, July 29, 2020, the following matters were disposed of in the presence of the Clerk:

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **PAUL KOONTZ** was appointed and qualified as **ADMINISTRATOR** of the estate of **CAROL IONA KOONTZ**, deceased. Bond was \$5,000.00.

On, Thursday, July 30, 2020, the following matters were disposed of in the presence of the Clerk:

The authenticated copy of the last will and testament of **SHIRLEY LOCKE aka SHIRLEY STYRON LOCKE**, deceased, late a resident of Polk County, FL, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

On, Friday, July 31, 2020, the following matters were disposed of in the presence of the Clerk:

The said estate of **JOHN DAVID JONES SR**, deceased was referred to **WOODROW E. TURNER**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

A duly copy of the last will and testament of **ANGELA E. FEATHER**, deceased, late a resident of Preston County, WV, was admitted to record.

On, Monday, August 3, 2020, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **CHARLES R. WORKMAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

BRUCE RAY WORKMAN, who was named in the last will and testament of **CHARLES R. WORKMAN**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **ROSEMARIE L. PAPINCAK**, deceased, late a resident of Allegheny County, PA, was admitted to record.

Certification of Completion of Ancillary Administration of West Virginia Real Estate Without Appointment was filed for the estate of **JAMES C. POULSON**.

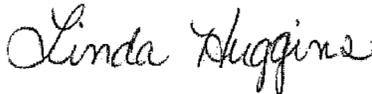
The said estate of **SHARON K DURR AKA SHARON KAY ROOT DURR**, deceased was referred to **DAVID P. BROWN**, a FIDUCIARY COMMISSIONER for the Preston County Commission, for settlement thereof.

On, Tuesday, August 4, 2020, the following matters were disposed of in the presence of the Clerk:

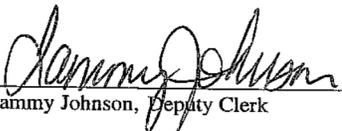
The last will and testament of **AUDRY E. SYPOLT**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

BRENDA MURPHY, who was named in the last will and testament of **AUDRY E. SYPOLT**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 8/5/2020



Linda Huggins
Clerk of the Preston County Commission

By 
Tammy Johnson, Deputy Clerk

Fiduciary Report

Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

Estate Settlements – July 20, 2020 thru July 27, 2020

Commissioner Price moved that the proceeding estate settlements and/or waivers thereof, having been filed for a period of ten (10) days prior to the commencements of this term and there being no exceptions or objections filed thereto, be approved and confirmed. (See attached.)

United States of America



State of West Virginia

County of Preston, ss:

Settlement List

Notice is hereby given that the following estate(s) have been submitted for settlement from 07/20/2020 thru 07/27/2020 in the Preston County Clerk's Office at 106 West Main Street, Suite 103, Kingwood, WV 26537-1131. For approval by the Preston County Commission on Tuesday, August 11, 2020.

****PLEASE NOTE ESTATE #3549 IS INSOLVENT****

- ESTATE NUMBER: 3549
ESTATE NAME: **PAUL MASON CLARKSON**
EXECUTRIX: LINDA LOU CLARKSON
SETTLEMENT: REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT
DATE: 07/27/2020
- ESTATE NUMBER: 3544
ESTATE NAME: **BARBARA ANN COGAR**
ADMINISTRATOR: DAVID ROBERT SITES
SETTLEMENT: REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT
DATE: 07/27/2020
- ESTATE NUMBER: 3590
ESTATE NAME: **ALLEN EUGENE COPEN SR**
EXECUTOR: ALLEN EUGENE COPEN JR
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
DATE: 07/20/2020
- ESTATE NUMBER: 3543
ESTATE NAME: **JUDITH L HARVEY**
EXECUTOR: WILLIAM D HARVEY
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
DATE: 07/21/2020
- ESTATE NUMBER: 3586
ESTATE NAME: **LAWRENCE R HOBAN**
EXECUTRIX: SANDRA SUE BOLYARD
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
DATE: 07/24/2020
- ESTATE NUMBER: 3548
ESTATE NAME: **SARA F. HUFFMAN**
EXECUTRIX: ANNETTE M. HAMM NESTER
SETTLEMENT: REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT
DATE: 07/22/2020
- ESTATE NUMBER: 2679
ESTATE NAME: **RUPERT M. MELCHEK**
ADMINISTRATRIX: FAYE M. MELCHEK
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
DATE: 07/27/2020
- ESTATE NUMBER: 3610
ESTATE NAME: **ESTHER OPEL**
ADMINISTRATOR: RONALD OPEL
SETTLEMENT: REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION; AFFIDAVIT
DATE: 07/27/2020
- ESTATE NUMBER: 3114
ESTATE NAME: **PATRICIA PEARL WOLFE**
EXECUTRIX: DEBORA M ANDERSON
SETTLEMENT: AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT
DATE: 07/23/2020

Subscribed and sworn to before me on 08/06/2020

Linda Huggins
Clerk of the Preston County Commission

By:
Tammy Johnson, Deputy Clerk

Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

Fiduciary Commissioner – 2020 Second Quarter Estate Status Report – dated August 4, 2020, filed by Woodrow E. Turner, Fiduciary Commissioner.

MOTION TO ACCEPT AND RECORD FIDUCIARY COMMISSIONER REPORT – 8/11/2020

(Retain one copy for minutes; return completed copy to Clerk with original settlements)

It was moved by Commissioner Price that the following Fiduciary Commissioner Report be Accepted and Recorded.

2020 Second Quarter Estate Status Report - dated August 4, 2020, filed by Woodrow E. Turner, Fiduciary Commissioner.

Said motion was seconded by Commissioner Smith.

Discussion called for. Question called for. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

Old Business – Consideration and/or action
New Business – Consideration and/or action

A. Application for All-Terrain Vehicle use on Preston County Roads

President Stone recognized Brenda Casteel who presented an application for an ATV benefit run.

Commissioner Price moved to approve the Application for All-Terrain Vehicle use on Preston County Roads, submitted by Brenda Casteel for an August 29, 2020 benefit ride for Randy Sigley, Sr. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried. (See attached.)

Application for All-Terrain Vehicle Use on Preston County Roads

Under West Virginia Code §17F-1-1, the Preston County Commission is given the authority to authorize "the operation of all-terrain vehicles on specified roads, streets or highways which are marked with centerline pavement markings, other than interstate highways to allow participation in parades, exhibitions and other special events, in emergencies or for specified purposes."

APPLICANT INFORMATION		
Last Name <u>Casteel</u>	First <u>Brenda</u>	
Street Address <u>195 Casteel Rd</u>	Apartment/Unit #	
City <u>Terra Alta</u>	State <u>WV</u>	ZIP <u>26764</u>
Phone <u>304-789-2841</u>	E-mail Address	
REASON FOR REQUEST		
Is this for a parade?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If so, what?
Is this for an exhibition?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If so, what?
Is this for a special event?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	If yes, explain. <u>Benefit ride for Randy Sigley, Sr. Cancer. Is sole provider for family.</u>
Other? Please explain.		
EVENT INFORMATION		
Date of Event <u>8-29-2020</u>	Time of Event <u>10:00am</u>	Approximate Number of ATVs <u>30</u>
Starting Point <u>195 Casteel Rd Terra Alta, WV</u>		Ending Point <u>Slotkey 195 Casteel Rd Terra Alta, WV</u>
Please attach a map of the proposed route to be travelled on.		

Other West Virginia Laws regarding the use and operation of all-terrain vehicles still apply. The Preston County Commission is not responsible for any accidents resulting from the granting of any request to use all-terrain vehicles on roads, streets or highways marked with centerline pavement markings.

Brenda Casteel
 Applicant Signature
Deanne H. Stone
 Preston County Commission President
Pat. Stone
 Preston County Sheriff
James H. Stone
 Office of Emergency Management Director

7/27/20
 Date
8/4/20
 Date
7/27/2020
 Date
8/11/2020
 Date

Approved YES NO

- B. Preston County Economic Development Authority re-appoint board members – three-year terms, July 1, 2020 through June 30, 2020 for Nicholas Taylor, Town of Newburg; Laura Dulaney, Town of Bruceton Mills; Jim Lobb, At-Large; Mark Reed, Town of Rowlesburg; Jean Guillot, City of Kingwood

Commissioner Price moved to approve the individuals to be reappointed to the Economic Development Authority. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried.

Administrator's Report – Consideration and/or action

President Stone recognized Kathy Mace for the Administrators Report.

A. Update COVID-19 Virus

Ms. Mace stated that she will be looking at the next phase as far as the buildings and facilities. She is looking at more intense cleaning particularly in the courtroom where there will be a lot more activity due to jury trials. Also, when the weather changes and people move more indoors and with school starting she wants to be proactive.

She may need to look for temporary help if it becomes too burdensome.

Commissioner Price asked her to do some research on the spraying of disinfectant versus wiping everything. She will discuss the issue with Duane.

She will also be presenting a policy and procedures guide for office holders due to COVID-19 regarding which employees would need remote access to work from home if the need should arise and the steps to take if you become positive or a contact. She said there has been some confusion about the issue and she has been working with V.J. to possibly clear things up.

B. CARES funding

Ms. Mace said the county has received \$75,313.00 from the CARES ACT and more yesterday that will reimburse the clerk for work done at the election.

There was also received \$19,000., with a \$13,000. match, for the HAVA Grant, which will help with the County Clerk's purchase of 4 pieces of equipment for the election and for security of the election equipment at the Kingwood Plaza. She mentioned Important to Note: The security will be something that will go with the county if there is ever a decision to leave the facility at the plaza.

She has been discussing PPE that was previously ordered with Duane Hamilton because there was a question regarding the delivery date of items. Items ordered have to have a delivery date by or prior to December 31st. If it's delayed, that's ok.

She said the ventilators are coming in piece by piece, lots of supplies, but not the actual equipment.

C. Approve HAVA Grant Agreement Election Equipment & Security

Kathy Mace, Administrator presented a HAVA reimbursement in the amount of \$17,645.07 for work that the clerks office did in the May 2020 Primary Election.

Commissioner Smith moved to approve and authorize the President to sign the HAVA CARES Grant Agreement for the election reimbursement in the amount of \$17,645.07. Commissioner Price seconded the motion. A roll call vote was taken with Commissioners Smith, Price and Stone voting yes. Motion carried.

Preston-CARES-01

HAVA SUBGRANT AGREEMENT

This Help America Vote Act ("HAVA") Subgrant Agreement ("Agreement") is entered into as of this 24th day of July, 2020 by and between the State Election Commission, having an address at: The Secretary of the State of West Virginia, 1900 Kanawha Blvd. E., State Capitol Building, Charleston, WV 25305 and the Preston County Commission, having an address of: 106 West Main St, Suite 202; Kingwood, WV 26537.

This Agreement is made pursuant to the 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which includes emergency funds made available to Grantor under HAVA through the United States Election Assistance Commission ("EAC") for the purpose of preventing, preparing for, and responding to COVID-19, domestically or internationally, for the 2020 federal election cycle ("Purpose").

In consideration of the covenants contained in this Agreement, the parties agree as follows:

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

A. "Auditors" means the EAC and its Inspector General, Comptroller General of the United States, West Virginia State Auditor, program monitors, or any authorized representatives thereof.

B. "Federal, state and local laws" means all federal statutes and regulations, all state laws, rules, regulations, and administrative rules, all Governor's Executive Orders, any federal Office of Management and Budget ("OMB") circulars applicable to state and local governments, as well as any rules, resolutions, or policies adopted by the Grantee. "Federal, state and local laws" also includes all federal, state and local laws as listed in this Agreement and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, or amended, on or after the date of this Agreement.

C. "Grantor" is the Office of the West Virginia Secretary of State.

D. "Grantee" is the Preston County Commission, and is identifiable by DUNS number [161658356_].

E. "HAVA" means the Help America Vote Act of 2002 (Pub.L. 107-252), as amended, and includes the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

ARTICLE I. PURPOSE OF THE SUBGRANT

The purpose of the subgrant and this Agreement is to establish the terms, conditions, and requirements governing the administration and use of the funds received by or used by Grantee pursuant to this Agreement for preventing, preparing for, and responding to COVID-19, domestically or internationally, during the 2020 Federal election cycle.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

A. Provide funding to Grantee in accordance with this Agreement, and all applicable federal and state laws.

B. Provide technical assistance and training as may be reasonably requested to assist Grantee in fulfilling its obligations under this agreement.

C. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds disbursed pursuant to this Agreement.

D. Grantor is responsible to monitor Grantee activities as necessary to provide reasonable assurance that Grantee: (1) uses the funds disbursed under this Agreement for authorized purposes only; (2) complies with all federal, state, and local laws; and (3) performs all obligations under this Agreement. Grantee shall fully cooperate and assist Grantor and Auditors. If as a result of its monitoring efforts, an Auditor uncovers deficiencies in Grantee's administration of funds disbursed under this Agreement, Grantor shall notify Grantee in writing. Grantee agrees to take immediate and timely corrective action as determined by the Auditor in an attempt to rectify any identified and reported deficiencies and to resolve the matter as directed by the Grantor.

ARTICLE III. RESPONSIBILITIES OF GRANTEE

Grantee agrees to:

A. Ensure the funds subject to this Agreement are used to achieve the Purpose in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as all federal terms and conditions of the grant award.

B. Satisfy all financial reporting requirements as necessary for the county to meet its operational needs and obligations to Grantor and the federal government.

C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible. All funds disbursed pursuant to this Agreement that are not expended at the completion of the term must be returned to Grantor by the earlier of: (1) Grantee's submission of its final expenditure report, or (2) February 28, 2021.

D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Grantor's auditor, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded determines compliance has not been achieved.

E. Make records available to Grantor, Auditors, federal agencies, and other authorized governmental agencies for review, audit, and investigation.

F. Use funds disbursed under this Agreement only for the Purpose, and for no other purpose.

G. Grantee agrees that it shall comply with all applicable federal, state and local laws, regulations, and rules.

I. Reports and Records.

1. Identification. All reports submitted by Grantee to Grantor must contain the contract ID number, which can be found Preston-CARES-01.

2. Required Reports. The Grantee shall comply with all applicable reporting and record retention requirements including all federal, state and local laws.

3. Access to Records. The Auditors shall have the right of timely and unrestricted access to all records of the Grantee, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. Grantee shall further provide Auditors timely and reasonable access to the Grantee's past and present personnel for the purpose of interviewing, and discussing matters related to such records. Auditor's right of access is not limited to the required retention period.

4. Audit Requirements. The Grantee agrees that it has reviewed, understands and will comply with the federal audit requirements of 2 CFR 200 Subpart F as may be applicable, the State HAVA grant requirements of W. Va. Code § 3-1-48, the State accountability requirements of W. Va. Code § 12-4-14, and all Grantee Audit Certification and Federal Expenditure Disclosure requirements.

J. Failure to Perform. Grantee's failure to perform its obligations under this Agreement may result in disallowed costs, suspension, termination of funding, or returned grant monies and any associated fees under this Agreement or according to state or federal law.

ARTICLE IV. TERM OF THE SUBGRANT

A. This Agreement will be in effect from January 20, 2020 through January 31, 2021 unless this Agreement is earlier terminated by written notice by Grantor to Grantee.

B. Provisions in this Agreement relating to Records (generally, Article VI), and Audits (generally, Article VII) shall survive the expiration or termination of this Agreement and remain effective for three (3) years following the later of: (i) the expiration or termination of this Agreement, or (ii) the date of submission of the final expenditure report.

ARTICLE V. AMOUNT OF GRANT; PAYMENTS

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A. This subgrant is in the total amount of \$17,645.07 dollars.

B. Payment will be made by Grantor to Grantee on a cost-reimbursement basis unless Grantee received prior written approval from the State Election Commission for a funding advance. The total estimated cost shall be in accordance with the budget approved by the State Election Commission, a copy of which is attached as Exhibit A, and shall not exceed the amount provided in Article V(A). Grantee may provide Grantor invoices for reimbursement of disbursements by submitting an invoice and expenditure report for costs incurred in the performance of this Agreement. Invoices shall be numbered, dated, reference this Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices shall be submitted to the West Virginia Secretary of State at:

West Virginia Secretary of State
ATTN: HAVA Grants
1900 Kanawha Blvd. E.
State Capitol Building
Building 1, Suite 157-K
Charleston, WV 25305

Grantor will make payment on all invoices submitted in accordance with the terms of this Agreement. All invoices must be submitted by January 31, 2021. Grantor is not obliged to reimburse any expenses submitted after January 31, 2021. Grantee's final invoice shall include a certification that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Agreement. Grantee releases and discharges Grantor from all further claims and obligations under this Agreement upon payment of this final invoice."

C. Grantee shall incur all costs associated with its performance of this Agreement on or before December 31, 2020. Any funds authorized this Agreement for which costs have not been obligated on or before December 31, 2020 shall be returned to Grantor by January 31, 2021.

D. As a subrecipient of federal funds, Grantee hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to OMB Circulars A-110 (2 C.F.R.

215), A-87 (2 C.F.R. 225), A-102, as applicable under federal, state and local laws, and A-133, as well as:

1. Standards for financial management systems: Grantee will comply with the requirements of 2 C.F.R. including but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets (including inventory controls on durable goods);
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and,
 - f. Cash management.
2. Period of Availability of Funds: Grantee may charge to the award only costs resulting from obligations incurred during the funding period of the federal awards noted in this Agreement, and for the term specified in this Agreement.
3. Matching or Cost Sharing: Matching or cost-sharing requirements applicable to this Agreement must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws. Grantor shall advise Grantee of necessary matching and cost-sharing requirements. For clarity, CARES Act subgrants do not require matching or cost-sharing; HAVA subgrants do require matching or cost-sharing.
4. Non-discrimination: Grantee shall not discriminate in the provisions of any services contemplated by this Agreement, or in the general conduct of its business affairs, on the basis of race, color, creed, religion, sex, national origin, or disability.

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5. Real Property: Grantee is authorized to use subgrant funds for the acquisition of real property to further the Purpose.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Grantee with subgrant funds, will be governed by the applicable provisions of 2 C.F.R.
7. Supplies: Title and disposition of supplies acquired by Grantee with subgrant funds will be governed by the applicable provisions of 2 C.F.R.

ARTICLE VI. RECORDS

A. For all expenses reimbursed pursuant to this Subgrant, Grantee shall maintain documentation conforming to all requirements prescribed by federal, state and local laws. Grantee shall prepare and maintain documentation to support all transactions, and to permit the reconstruction of all transactions. Grantee shall further ensure the proper completion of all reports required by federal, state and local laws. Grantee shall further maintain evidence of compliance with all applicable federal, state and local laws.

B. For all expenses reimbursed pursuant to this Subgrant, records must include sufficient detail to disclose:

1. Services provided to program participants;
2. Administrative cost of services provided to program participants;
3. Charges made and payments received for items identified in paragraphs (B)(1) and (B)(2) of this section; and,
4. Cost of operating the organizations, agencies, programs, activities, and functions.

C. Grantee must maintain all records relevant to the administration of this Subgrant for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained

until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for equipment acquired under this Agreement shall be retained for three years after final disposition of such equipment.

ARTICLE VII. AUDITS OF GRANTEE

A. Grantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 2 C.F.R., as applicable, and OMB Circular A-133, Grantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, §500, that covers funds received under this Agreement. Grantee must send a copy of the final audit report to Grantor within two (2) weeks of Grantee's receipt of any such audit report.

B. Grantee will take prompt action to correct all problems identified in an audit.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Agreement may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Grantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.

2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date of termination shall be the termination date specified in the termination notice.

B. Notwithstanding the provisions of Article VIII (A), Grantor may suspend or terminate this Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of Grantee.

C. If Grantee materially fails to comply with any term of an award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Agreement, or any other

applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee, or pursue a more severe enforcement action as authorized by applicable law;

2. Disallow all or part of the cost of the subgrant activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Grantee;

4. Withhold further awards for the subgrant activity; or,

5. Take any other remedies that may be legally available, including but not limited to any additional remedies listed elsewhere in this Agreement.

D. Grantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated subgrant activities under this Agreement;

2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated subgrant activities;

3. Prepare and furnish a report to Grantor, as of the date Grantee received the notice of termination or suspension, that describes the status of all subgrant activities and includes details of all subgrant activities performed and the results of those activities; and,

4. Perform any other tasks that Grantor requires.

E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence

of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

A. Notices to Grantor from Grantee concerning this Agreement shall be sent to the Grantor at the address specified in the preamble to this Agreement.

B. Notices to the Grantee from Grantor concerning this Agreement shall be sent to at the address specified in the preamble to this Agreement.

C. All notices in accordance with this Article shall be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Grantee with respect to all matters herein. Except as provided in Article XI, only a document signed by both parties may amend this Agreement. Both Grantor and Grantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments.

ARTICLE XI. ADDENDUM

Grantor may elect to provide information concerning this Agreement in an addendum hereto. Any addenda to this Agreement will not need to be signed. Any claim on or draw of monies following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Grantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII. SUBGRANT PERFORMANCE

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Grantee must perform all duties contemplated by this Agreement. None of Grantee's duties or actions pursuant to this Agreement may be subcontracted, nor shall this Agreement be assigned without the prior express written authorization of Grantor.

Grantor may, in its sole discretion, impose specific subgrant conditions upon Grantee, if appropriate, as described in 2 C.F.R. §200.207 Specific conditions.

Grantor may, in its sole discretion, verify that every Grantee is audited as required by Subpart F—Audit Requirements of 2 C.F.R. 200 when it is expected that the Grantee's grants expended during the term of this Agreement equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 Audit requirements.

Grantor may, in its sole discretion, consider whether the results of the Grantee's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

Grantor may, in its sole discretion, consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Grantee agrees to be responsible for any liability directly related to any and all acts of negligence by Grantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Grantee knew or should have known of the possibility of such damages.

B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of West Virginia. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Grantee that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of West Virginia, the Secretary of State of the State of West Virginia, or any of the officers or employees of the State of West Virginia.

D. Incorporation by Reference

The April 17, 2020 letter by the Secretary of State of the State of West Virginia, and its Attachments A-E as completed by the Grantee as of the date of this Agreement are hereby incorporated by reference.

E. Required Information:

1. Grantee's name: Preston County Commission;
2. Grantee's unique entity identifier (DUNS): [161658356];
3. Federal Award Identification Number: WV20101001;
4. Federal Award Date: April 06, 2020;
5. Subgrant Period of Performance: January 20, 2020 to December 31, 2020;
6. Amount of Federal Funds Obligated by this action by Grantor to Grantee: \$17,645.07;
7. Total Amount of Federal Funds Obligated to the Grantee by the Grantor, including the current obligation: \$17,645.07;
8. Total Amount of the Federal Award committed to the Grantee by the Grantor, including the current obligation: \$17,645.07;
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): preventing, preparing for,

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and responding to COVID-19, domestically or internationally, for the 2020 federal election cycle;

10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Election Assistance Commission; the West Virginia Secretary of State; Chuck Flannery, West Virginia Deputy Secretary of State, (304) 558-6000;
11. CFDA Number and Name: 90.404;
12. Identification of whether the award is R&D: This Agreement does not contemplate R&D; and,
13. Indirect cost rate for the Federal award (including if the *de minimis* rate is charged per §200.414 Indirect (F&A) costs): 10.0%.
14. Funding Source: EAC1651DB2020XX-2020-61000001-410001-EAC1908000000.

E: Terms of Closeout:

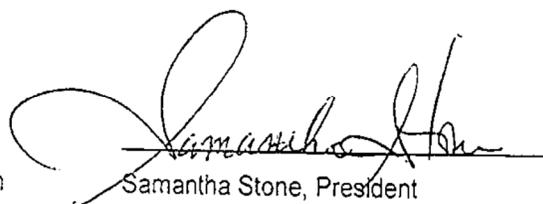
1. Grantee shall permit Grantor access to all documentation and personnel necessary for Grantor to evaluate Grantee's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of this Agreement for purposes of determining the appropriate Grantee monitoring described in subsections (2) and (3) of this section E, which may include consideration of:
 - a. The Grantee's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the Grantee receives a Single Audit in accordance with Subpart F—Audit Requirements of this 2 C.F.R. 200, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the Grantee has new personnel or new or substantially changed systems; and

- d. The extent and results of Federal awarding agency monitoring (e.g., if the Grantee also receives Federal awards directly from a Federal awarding agency).
2. Monitor the activities of the Grantee as necessary to ensure that funds disbursed pursuant to this Agreement are used for the Purpose, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement; and that this Agreement's performance goals are achieved. Grantor shall monitor the Grantee to ensure compliance, such monitoring to include:
- a. Reviewing financial and performance reports required by the Grantor.
 - b. Following-up and ensuring that the Grantee takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Grantee from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Grantee from the pass-through entity as required by 2 C.F.R. §200.521 Management decision.
3. Depending upon the Grantor's assessment of risk posed by the Grantee, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- a. Providing Grantee with training and technical assistance on program-related matters;
 - b. Performing on-site reviews of the Grantee's program operations; and,
 - c. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425 Audit services.

Each of below signatories represent and warrant that they have authority to enter into a binding agreement on behalf of the organizations named in this Agreement with respect to the execution of this Agreement and the matters contained herein.

Accepted and Agreed to by:

West Virginia State Election Commission
 MAC WARNER, *ex officio*
 West Virginia Secretary of State



Samantha Stone, President
 Board of Preston County
 Commissioners

Ms. Mace then explained the second application with the total amount of the grant application as being \$19,864.40 and the project total is \$33,589.88. The Commission will provide a 50% match for the election equipment, which is \$12,410.00 and the Commission will provide 15% of the amount of the security, which is \$1,315.48.

Commissioner Price moved to sign the HAVA Agreement for equipment and security. Commissioner Smith seconded the motion. A roll call vote was taken with Commissioners Price, Smith and Stone voting yes. Motion carried. (See attached.)



State Capitol Building
Charleston, WV 25305

July 30, 2020

Dear Preston County Commission,

The State Election Commission has approved your HAVA subgrant application in the amount of \$33,589.88; of that total the state will contribute \$19,864.40.

After entering your DUNS number in the Definitions Section (D) and Section E(2), please review, sign, and return the attached subgrant agreement. Upon receipt of your completed subgrant agreement, the Secretary of State's office will return a signed copy and release your funds.

You may return your completed subgrant application by U.S. Mail or by email to calder@wvsos.com (email is preferred).

Sincerely,

Chris Alder
Assistant General Counsel
West Virginia Secretary of State
304-356-2617

HAVA SUBGRANT AGREEMENT

This Help America Vote Act ("HAVA") Subgrant Agreement ("Agreement") is entered into as of this 3rd day of August, 2020 by and between the State Election Commission, having an address at: The Secretary of the State of West Virginia, 1900 Kanawha Blvd. E., State Capitol Building, Charleston, WV 25305 and the Preston County Commission, having an address of: 106 West Main St, Suite 202. Kingwood, WV 26537.

This Agreement is made pursuant to the Help America Vote Act (HAVA), which includes elections security funds made available to Grantor under HAVA through the United States Election Assistance Commission ("EAC") for the purpose of improving the administration of elections for Federal office, including to enhance election technology and make election security improvements, for the 2020 federal election cycle ("Purpose").

In consideration of the covenants contained in this Agreement, the parties agree as follows:

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. "Auditors" means the EAC and its Inspector General, Comptroller General of the United States, West Virginia State Auditor, program monitors, or any authorized representatives thereof.
- B. "Federal, state, and local laws" means all federal statutes and regulations, all state laws, rules, regulations, and administrative rules, all Governor's Executive Orders, any federal Office of Management and Budget ("OMB") circulars applicable to state and local governments, as well as any rules, resolutions, or policies adopted by the Grantee. "Federal, state, and local laws" also includes all federal, state, and local laws as listed in this Agreement and existing on the effective date of this Agreement as well as those federal, state, and local laws that are enacted, adopted, issued, effective, or amended, on or after the date of this Agreement.
- C. "Grantor" is the Office of the West Virginia Secretary of State.

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D. "Grantee" is the Preston County Commission, and is identifiable by DUNS number 161658356.

E. "HAVA" means the Help America Vote Act of 2002 (Pub.L. 107-252), as amended, and includes the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

ARTICLE I. PURPOSE OF THE SUBGRANT

This Agreement establishes the terms, conditions, and requirements governing the administration and use of the funds received by or used by Grantee pursuant to this Agreement for the purpose of improving the administration of elections for Federal office, including to enhance election technology and make election security improvements domestically or internationally, during the 2020 Federal election cycle ("Purpose").

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Grantee in accordance with this Agreement, and all applicable federal and state laws.
- B. Provide technical assistance and training as may be reasonably requested to assist Grantee in fulfilling its obligations under this agreement.
- C. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds disbursed pursuant to this Agreement.
- D. Grantor is responsible to monitor Grantee activities as necessary to provide reasonable assurance that Grantee: (1) uses the funds disbursed under this Agreement for authorized purposes only; (2) complies with all federal, state, and local laws; and (3) performs all obligations under this Agreement. Grantee shall fully cooperate and assist Grantor and Auditors. If as a result of its monitoring efforts, an Auditor uncovers deficiencies in Grantee's administration of funds disbursed under this Agreement, Grantor shall notify Grantee in writing. Grantee agrees to take immediate and timely corrective action as determined by the Auditor in an attempt to rectify any identified and reported deficiencies and to resolve the matter as directed by the Grantor.

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ARTICLE III. RESPONSIBILITIES OF GRANTEE

Grantee warrants and represents that it shall:

- A. Ensure the funds subject to this Agreement are used to achieve the Purpose in accordance with conditions, requirements and restrictions of federal, state, and local laws, as well as all federal terms and conditions of the grant award.
- B. Satisfy all financial reporting requirements as necessary for the county to meet its operational needs and obligations to Grantor and the federal government.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible. All funds disbursed pursuant to this Agreement that are not expended at the completion of the term must be returned to Grantor within 120 days of the provision of funding by Grantor to Grantee under this Agreement.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Grantor's auditor, any federal agency, or other entity authorized by federal, state, or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, Auditors, federal agencies, and other authorized governmental agencies for review, audit, and investigation.
- F. Use funds disbursed under this Agreement only for the Purpose, and for no other purpose.
- G. Comply with all applicable federal, state, and local laws, regulations, and rules.
- H. Contribute:
 - i. 50% of the total funds applied in their subgrant application, in the amount of \$12,410.00, for the purpose of voting equipment and elections hardware.

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- ii. 15% of the total funds applied in their subgrant application, in the amount of \$1,315.48, for the purpose of elections security.
- I. Reports and Records.
 - 1. Identification. All reports submitted by Grantee to Grantor must contain the contract ID number, which can be found PRESTON-HAVA-01.
 - 2. Required Reports. The Grantee shall comply with all applicable reporting and record retention requirements including all federal, state, and local laws.
 - 3. Access to Records. The Auditors shall have the right of timely and unrestricted access to all records of the Grantee, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. Grantee shall further provide Auditors timely and reasonable access to the Grantee's past and present personnel for the purpose of interviewing, and discussing matters related to such records. Auditor's right of access is not limited to the required retention period.
 - 4. Audit Requirements. The Grantee agrees that it has reviewed, understands and will comply with the federal audit requirements of 2 CFR 200 Subpart F as may be applicable, the State HAVA grant requirements of W. Va. Code § 3-1-48, the State accountability requirements of W. Va. Code § 12-4-14, and all Grantee Audit Certification and Federal Expenditure Disclosure requirements.
- J. Failure to Perform. Grantee's failure to perform its obligations under this Agreement may result in disallowed costs, suspension, termination of funding, or returned grant monies and any associated fees under this Agreement or according to state or federal law.

ARTICLE IV. TERM OF THE SUBGRANT

- A. This Agreement will be in effect from December 21, 2019 through December 20, 2024 unless this Agreement is earlier terminated by written notice by Grantor to Grantee.

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B. Provisions in this Agreement relating to Records (generally, Article VI), and Audits (generally, Article VII) shall survive the expiration or termination of this Agreement and remain effective for three (3) years following the later of: (i) the expiration or termination of this Agreement, or (ii) the date of submission of the final expenditure report.

ARTICLE V. AMOUNT OF GRANT; PAYMENTS

A. This subgrant is in the total amount of \$33,589.88 dollars; the Grantor hereby commits to contribute \$19,864.40 and the Grantee hereby commits to contribute \$13,725.48.

B. Payment will be made by Grantor to Grantee on a cost-reimbursement basis unless Grantee received prior written approval from the State Election Commission for a funding advance. The total estimated cost shall be in accordance with the budget approved by the State Election Commission, a copy of which is attached as Exhibit A, and shall not exceed the amount provided in Article V(A). Grantee may provide Grantor invoices for reimbursement of disbursements by submitting an invoice and expenditure report for costs incurred in the performance of this Agreement. Invoices shall be numbered, dated, reference this Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices shall be submitted to the West Virginia Secretary of State at:

West Virginia Secretary of State
ATTN: HAVA Grants
1900 Kanawha Blvd. E.
State Capitol Building
Building 1, Suite 157-K
Charleston, WV 25305

Grantor will make payment on all invoices submitted in accordance with the terms of this Agreement. All invoices must be submitted by January 31, 2024. Grantor is not obliged to reimburse any expenses submitted after January 31, 2024. Grantee's final invoice shall include a certification that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the reference Agreement. Grantee releases and discharges Grantor from all further claims and obligations under this Agreement upon payment of this final invoice."

C. Grantee shall incur all costs associated with its performance of this Agreement on or before December 21, 2019. Any funds authorized this Agreement for which costs have not been obligated on or before December 21, 2019 shall be returned to Grantor by January 31, 2024.

D. As a subrecipient of federal funds, Grantee hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to OMB Circulars A-110 (2 C.F.R. 215), A-87 (2 C.F.R. 225), A-102, as applicable under federal, state, and local laws, and A-133, as well as:

1. Standards for financial management systems: Grantee will comply with the requirements of 2 C.F.R. including but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records;
- c. Internal control over cash, real and personal property, and other assets (including inventory controls on durable goods);
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and,
- f. Cash management.

2. Period of Availability of Funds: Grantee may charge to the award only costs resulting from obligations incurred during the funding period of the federal awards noted in this Agreement, and for the term specified in this Agreement.

3. Matching or Cost Sharing: Matching or cost-sharing requirements applicable to this Agreement must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state, and local laws. Grantor shall advise Grantee of necessary matching and