

West Virginia

Courthouse Facilities

Improvement Fund

Application for

Funding Assistance

West Virginia
Courthouse Facilities
Improvement Authority
2003 Quarrier Street, Charleston, WV 25311
Telephone (304) 558-5435
Facsimile (304) 558-9174
Email: kris.richmond@wvcfia.com

Courthouse Facilities Improvement Fund

Application for Funding Assistance - Instructions

County Applicant: Name, address, and telephone number of applicant.

Project Director: Name, address, and telephone number of individual responsible for the daily implementation of the project. This person **cannot** also be listed as the Authorized Official or the Fiscal Director.

Fiscal Director: Name, address, and telephone number of the individual responsible for the financial records of the project. This person **cannot** also be listed as the Project Director or the Authorized Official.

Authorized Official: Name, address, and telephone number of County Commission President. This is the individual who would be authorized to enter into a contractual agreement.

Total number of pages, exclusive of application, should not exceed fifty (50) pages. Upon completion, forward the original application, with original, fresh ink signatures, and five (5) copies to:

Courthouse Facilities Improvement Authority
2003 Quarrier Street
Charleston, WV 25311

Application for Funding Assistance

County Applicant:

Project Director:

Fiscal Director:

Authorized Official:

Federal Employer's Identification Number (F. E. I. N. #): _____

Type and location of the proposed modification or construction of courthouse facility:

The estimated total cost of the proposed modification: _____

The amount of funding assistance requested and the specific uses of the funding:

Type of funding assistance requested:

- Loan
- Loan Guarantee
- Grant
- Combination
- Other

Please explain as necessary:

The category of funding assistance requested:

(Please refer to the appropriate appendix for each item checked)

- | | |
|---|---|
| <input type="checkbox"/> General Exterior (App. #1) | <input type="checkbox"/> Structural Integrity (App. #8) |
| <input type="checkbox"/> General Interior (App. #2) | <input type="checkbox"/> Security (App. #9) |
| <input type="checkbox"/> Exterior Walls (App. #3) | <input type="checkbox"/> Electrical (App. #10) |
| <input type="checkbox"/> Roof (s) (App. #4) | <input type="checkbox"/> Mechanical (App. #11) |
| <input type="checkbox"/> Windows & Doors (App. #5) | <input type="checkbox"/> Work Safety (App. #12) |
| <input type="checkbox"/> Fire Safety (App. #6) | <input type="checkbox"/> Space Requirements (App. #13) |
| <input type="checkbox"/> ADA Compliance (App. #7) | <input type="checkbox"/> Other, please explain below: |

Detailed Itemization of Project Costs by Category:

*Please indicate category type and provide a brief description of needs for each category listed. (Attach contractor(s) bids and/or consultants feasibility/cost studies.)

*Wage rates paid by contractors must meet any governing West Virginia Department of Labor regulations

Project Narrative

Provide information demonstrating the need for the modification or construction and that the proposed funding of the modification or construction is the most economically feasible to the completion of the project. Please add more pages if needed.

Signature Page

Provide the name and signature of the Authorized Official (County Commission President) and the names, signatures, official positions (of elected officials) whose areas of responsibility are affected by the requested improvements. For clarification purposes, the signatures could be those of the Circuit Judge, Sheriff, Circuit Clerk, Assessor, County Clerk, Magistrate, Family Court Judge, Prosecuting Attorney, or any combination depending on the improvements anticipated. If additional signatures and recommendations are required, a supplemental request will be initiated by the Authority.

Signature and Position/Title

Signature and Position/Title

Signature and Position/Title

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Signature and Position/Title

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Signature and Position/Title

Special Conditions and Assurances

The applicant hereby certifies and assures that it shall comply with the following special conditions, regulations, policies, guidelines, and requirements of the Courthouse Facilities Improvement Authority. These policies, Special Conditions, and Assurances apply to all funds expended for purposes associated with this project.

1. Commencement within 60 days: The funded project must be initiated within 60 days of the project starting date specified in the contract agreement. If the project has not been initiated within 60 days of the specified project starting date, the Authority may either accept a written explanation of the delay by the county applicant to terminate the funding agreement.
2. Project Completion: If the funded project is incomplete by the end date specified in the contract agreement, the county applicant must submit to the Authority a written explanation of the delay. The Authority may either accept the written explanation for the delay or it may cancel the project and redistribute the funds to other projects.
3. Press Release: Any release of funding information must include the funding amount and the involvement of the West Virginia Courthouse Facilities Improvement Authority.
4. Procurement Procedures: County applicants are required to solicit and consider competitive proposals from a minimum of three qualified vendors, utilizing a public bidding format. The applicant shall be governed in all respects by the laws of the State of West Virginia.
5. Prevailing Wage Rate: Any wages paid by contractors must meet any governing West Virginia Department of Labor regulations.
6. Legal Authorization: The county applicant hereby certifies it has the legal authority to apply for funding assistance; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizing the person identified as the official county representative of the applicant to act in connection with the application and to provide such additional information as may

be required.

7. Relationship: The relation of the county applicant to the Authority shall be that of an independent contractor, not that of a joint enterprise. The county applicant shall have no authority to bind the Authority for any obligation or expense without the express prior written approval of the Authority.
8. Laws of West Virginia: Any funding application/contract shall be governed by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Courthouse Facilities Improvement Authority.
9. Access to Records: The Courthouse Facilities Improvement Authority, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the funds distributed, and to relevant books and records of contractors.
10. Use of Funds: Funds awarded through the Courthouse Facilities Improvement Fund may be expended only for the purposes and activities specifically covered by the county applicant's approved project agreement.
11. Sanctions for Noncompliance: In the event of the county applicant's noncompliance with the terms, conditions, covenants, rules, or regulations of this funding assistance, the Courthouse Facilities Improvement Authority may impose such contract sanctions as it may deem appropriate, including, but not limited to the following:
 1. Withholding of payments to the applicant until the applicant complies, or
 2. Cancellation, termination, or suspension of the contract, in whole or in part, or
 3. Refrain from extending any further assistance to the applicant until satisfactory assurance of future compliance has been received.
12. Written Approval of Changes: The county applicant must obtain prior written approval from the Courthouse Facilities Improvement Authority for all project changes.
13. Contracts: No contract or agreement may be entered into by the county applicant for the execution of the project activities or provisions of service which is not incorporated in the approved agreement, and without the prior written approval of the Courthouse Facilities Improvement Authority
14. Accounting Requirements: County applicant agrees to record all project funds

and costs following generally accepted accounting procedures. A separate account number or cost recording must separate all project costs from the county's other or general expenditures. Adequate documentation for all project costs and income must be maintained. All relevant information must be retained for audit purposes.

15. **Obligation of Project Funds:** Funds may not, without prior written approval from the Courthouse Facilities Improvement Authority, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
16. **Program Accountability:** Fund accounting, auditing, monitoring, and evaluation procedures will be conducted by the applicant to assure fiscal control, proper management and efficient distribution of funds.
17. **Reporting of Irregularities:** Applicants are responsible for reporting promptly to the Courthouse Facilities Improvement Authority the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of funding or other remedial action.
18. **Public Availability of Information:** The applicant agrees to comply with the terms and conditions of pertinent state Freedom of Information Acts, and to require its contractors comply with these requirements.
19. **Conflict of Interest:** No public official or employee of the applicant agency, who performs any duties under the project may participate in an administrative decision with respect to the project if such a decision can be expected to result in any benefit or remuneration to him/her or his/her immediate family.
20. **Release of Information:** If requested, all records, papers, and other documents kept by recipients of financial assistance are required to be made available to the Courthouse Facilities Improvement Authority or its representative.
21. **Inspection and Audit:** County applicants and sub-applicants have the responsibility to provide for an audit of their activities. The county applicant agrees to submit a copy of each audit conducted to the Courthouse Facilities Improvement Authority along with a method for timely and appropriate resolution of audit findings and recommendations.
22. **Discrimination Prohibited:** No person shall, on the grounds of race, religion, color, national origin, sex, or handicap, be excluded from participation in, be denied

benefits, or be otherwise subjected to discrimination under, or denied employment in connection with assistance awarded pursuant to the Anti-Drug Abuse Act of 1986. The applicant assures that it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safety Streets Act, as amended; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and, Executive Order 11246, as amended by Executive Order 11375; and their implementing regulations, as well as the West Virginia Human Rights Act, as amended (Section 5-11-1 of the Code of West Virginia), and 41 CFR Pat 60.1 et.seq., as applicable to construction contracts.

23. Equal Employment Opportunity Program: Each county applicant certifies that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301 et.seq., Subpart E, or that in conformity with the forgoing regulations, no Equal Employment Opportunity Program is required.
24. Confidentiality of Research Information: Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with Courthouse Facilities Improvement Funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22). Confidential Information- The applicant should only include the program description, the funds involved, and the number of projects. The unit of local government implementing the program will be made known to the Courthouse Facilities Improvement Authority upon request or upon completion of the project.
25. Criminal Penalties: Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to use his/her gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted

pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant or contract or other form of assistance pursuant to this Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

26. Patents and/or copyrights and rights in data: Where activities supported by this funding assistance produce original graphical, pictorial, written, and/or similar works for which a patent, or copyright application, is contemplated, the Courthouse Facilities Improvement Authority should be contacted for further instructions.
27. Time Extensions: Time extensions for this program are unallowable unless written extensions are submitted by the county applicant and approved in written form by the Courthouse Facilities Improvement Authority. Any funds remaining at the conclusion of the contract period shall be deobligated unless otherwise determined by the Courthouse Facilities Improvement Authority.
28. Cost Overruns: Any cost overruns incurred by the county applicant in conjunction with the completion of a project funded, wholly or in part, by the Courthouse Facilities Improvement Fund will be the responsibility of the applicant. Any changes or upgrades to a funded project that have not been approved by the Courthouse Facilities Improvement Authority are the responsibility of the county applicant.
29. Project Reporting: Monthly reports are required. They are to be submitted to the Authority by the 20th of every month during the project. Within 30 days of completion, a Project Completion Report must be submitted to the Authority. There is no set format for this report. Information to be included is as follows: Cost comparisons, Quality of workmanship, Quality of materials used, Employee/Courthouse visitor benefits, Timeliness of contractors/materials, Problem areas and County applicants project overview/recommendations. Failure to submit any of the reports listed above is considered a violation of the signed contract and may result in contract termination.