

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**SECOND QUARTERLY SESSION - APRIL-JUNE 2019**  
**THURSDAY, MAY 30, 2019**  
**9:30 A.M.**  
County Commission Meeting Room  
located at the Old Charles Town Library  
200 E. Washington Street, Charles Town, WV

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

- May 16, 2019

**APPROVAL OF ACCOUNTS PAYABLE**

- May 23, 2019
- May 30, 2019

**APPROVAL OF MANUAL CHECKS**

- May 24, 2019
- May 31, 2019

**APPROVAL OF PAYROLL**

- May 2, 2019

**ANNOUNCEMENTS**

- Report if there are changes in the agenda if applicable

**PUBLIC COMMENT (20 minutes)**

**PRESENTATIONS**

1. 10:00 a.m. Certificate of Achievement - Peyton Lavallee - Gold Award - Troop 40437 - Discussion/Action
2. 10:15 a.m. Approval of Resolution and contract - Broadband Planning Grant - CDBG project - Discussion/Action

3. 10:30 a.m. Michelle Gordon, Finance Director
  - Excise (Property Transfer) Tax rate increase, Effective 7/1/2019 - Discussion/Approval
  - Review and Approval of Equal Employment Opportunity Plan (EEOP) - Discussion/Action
  - Review and Approval of EEOP Utilitazion Analysis as of 5/10/2019 - Discussion/Action
  - Review and Approval of WVCORP Insurance Renewal for FY2020 =- Discussion/Action
  - Review and Approval of FY2019 Internal Budget Revision 4 for the General Fund - Discussion/Action
  
4. 10:45 a.m. **BREAK**
  
5. 11:00 a.m. Nathan Cochran, Assistant Prosecuting Attorney
  - Discussion of renewal of County cable franchise agreement and related issues - Discussion/Action
  - Discussion of Jefferson County Circuit Court Civil Action #18-P-132 - Discussion/Action
  - Discussion of EEOC Charge #533-2018-01557 - Discussion/Action
  - Discussion of Jefferson County Circuit Court Civil Action #18-C-171 - Discussion/Action
  - Discussion of EEOC Charge #533-2017-00706 - Discussion/Action
  - Discussion of and communication with FEMA regarding potential resolution. U.S. District Court (Northern District) Civil Action #3:18-CV-122 - Discussion/Action
  - Discussion of Jefferson County Circuit Court Civil Action #17-C-282 - Discussion/Action
  - Discussion of U.S. District Court (Northern District) Civil Action #3:16-CV-00074 - Discussion/Action

#### **COUNTY ADMINISTRATOR REPORTS**

- Comcast Internet Essentials Program - Discussion/Action

#### **COUNTY COMMISSION REPORTS**

6. **ADJOURN**

#### **CORRESPONDENCE/INFORMATION**

Correspondence received from Shelley Murphy regarding Boyd Carter Cemetery.

**Correspondence received from the following regarding the Comcast Franchise Authority Renewal:**

**James Tyson, Jr.**

**Dave Shrum**

**Barbara Corey**

**Ev Ehrlich**

**David Peet**

**Barb Peet**

**Venette Schrum**



## Minutes

### Jefferson County Commission

Thursday, May 16, 2019

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A meeting of the Jefferson County Commission was held on Thursday, May 16, 2019 during the second quarterly session in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Josh Compton, Caleb Hudson, Ralph Lorenzetti, Patricia Noland, and Jane Tabb. Also present were Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; Jacqueline Shadle, County Clerk; and Jim Eddy, Bailiff. (An audio tape of the Thursday, May 16, 2019 meeting is available through the Jefferson County Commission Office.)

#### **PLEDGE OF ALLEGIANCE**

Commissioner Hudson led the Pledge of Allegiance.

#### **APPROVAL OF MINUTES**

**Motion by Mr. Compton to approve the May 2, 2019 Regular Meeting Minutes as with noted correction. Motion seconded and unanimously approved.**

#### **APPROVAL OF REQUISITIONS**

**Motion by Mr. Compton to approve the Requisition for May 16, 2019 in the amount of \$7,015.00 to include requisition no. 19016. Motion seconded and unanimously approved.**

#### **APPROVAL OF ACCOUNTS PAYABLE**

CHECK #	DEPT	VENDOR NAME	AMOUNT
81692	425	BOLAND TRANE SERVICES INC	2,565.00
81693	425	BONDED APPLICATORS OF MD INC	3,495.00
81694	P/R DED	BUREAU OF CHILD SUPPORT	169.39
81695	413	CASTO & HARRIS INC	1,864.14

81696	P/R DED	EMPOWER RETIREMENT	2,300.00
81697	413	ESS ELECTION SYSTEMS & SOFTWARE	423.51
81698	717	FLEETPRIDE	68.88
81699	425	G & TRIPLE T LLC	720.00
81700	P/R DED	HELEN M MORRIS TRUSTEE	543.86
81701	P/R DED	JEFFERSON SECURITY BANK	4,725.00
81702	440	JESSICA GORMONT	50.00
81703	440	MICHAEL MONAGHAN	100.00
81704	404	MONROE SYSTEMS FOR BUSINESS	27.50
81705	406	NATIONAL BAND & TAG CO	1,700.00
81706	P/R DED	NATIONWIDE RETIREMENT SOLUTIONS	849.00
81707	425	R.E. MICHEL CO. LLC	1,157.83
81708	717	RICE TIRES CO	1,088.84
81709	440	ROGER GOODWIN	10.99
81710	440	RONALD GARZA	100.00
81711	428	TYLER TECHNOLOGIES	26,560.80
81712	P/R DED	WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	42,316.33
81713	P/R DED	WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	500.00
81714	P/R DED	WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	500.00
81715	P/R DED	WV UNITED HEALTH SYSTEM	264.64
<b>TOTAL</b>			<b>92,100.71</b>

**Motion by Ms. Tabb to approve the Accounts Payable for May 9, 2019 in the amount of \$92,100.71. Motion seconded and unanimously approved.**

CHECK #	DEPT	VENDORS	CHECK AMNT
81717	PAYROLL	EFTPS IRS TAXES	\$ 93,732.89
81718	PAYROLL	WV DEPUTY SHERIFF RETIREMENT SYSTEM	\$ 15,872.10
81719	PAYROLL	WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$ 43,118.44
81730	403	LAURA STORM	\$ 201.84
81723	405	CHARLOTTE AINSWORTH	\$ 573.00
81724	405	COUNTY CLERK NEW YORK COUNTY	\$ 18.00
81732	405	MARY K. HURLEY	\$ 485.10
81735	405	NATHAN COCHRAN	\$ 356.06
81720	406	ANGELA L BANKS	\$ 166.00
81721	406	AWVA-ASSOCIATION OF WV ASSESSORS	\$ 175.00
81725	406	ELIZABETH JUNE BOWERS	\$ 109.50
81731	406	MARGARET GAINNEY	\$ 109.50
81736	406	RACHEL SILVIOUS	\$ 166.00

81737	406	RHONDA WILLINGHAM		\$	109.50
81729	425	JEFFERSON RENTAL		\$	28.20
81722	700	CHARLES VANGILDER		\$	14.55
81727	700	FORREST RICHARD FEAGANS		\$	24.14
81728	700	JEANNA HOLLER		\$	18.41
81734	700	MONTE CONNER		\$	14.65
81738	700	ROBERT L PETERSON SR		\$	8.87
81739	700	RONALD DANTZIC		\$	14.00
81740	700	WILLIAM POTTER		\$	19.48
81733	712	MOBILE WIRELESS LLC		\$	9,911.00
81726	001	FIFTH THIRD BANK		\$	100,360.05
<b>TOTAL</b>				<b>\$</b>	<b>265,606.28</b>

**Motion by Mr. Compton to approve the Accounts Payable for May 16, 2019 in the amount of \$256,606.28. Motion seconded and unanimously approved.**

**APPROVAL OF MANUAL CHECKS**

**MANUAL CHECKS**

10-May-19

648	HD/8	ATTENTI	\$	3,382.40
650	HD/8	PREMIER INTEGRITY SOLT.	\$	568.00
649	HD/8	EXECUTIVE EMERGENCY	\$	3,942.75
<b>TOTAL</b>			<b>\$</b>	<b>7,893.15</b>

**Motion by Ms. Noland to approve the Manual Checks for May 10, 2019 in the amount of \$7,893.15. Motion seconded and unanimously approved.**

<b>APRIL PCARD</b>			
<b>O56</b>			
<b>Date</b>	<b>Check #</b>	<b>VENDOR</b>	<b>Amount</b>
5/16/2019	731	FIFTH THIRD BANK	\$ 1,171.01

<b>DETECTION BOX</b>			
<b>073</b>			
<b>Date</b>	<b>Check #</b>	<b>VENDOR</b>	<b>Amount</b>
5/16/2019	427	FIFTH THIRD BANK	\$ 1,156.60
<b>CORR CK 1706</b>			
<b>IT DATA PROCESSING</b>			
<b>Date</b>	<b>Check#</b>	<b>VENDOR</b>	<b>AMOUNT</b>
5/16/2019	1717	TYLER TECHNOLOGIES	\$ 4,500.00
<b>IMPACT FEES</b>			
<b>249</b>			
<b>Date</b>	<b>Check #</b>	<b>VENDOR</b>	<b>Amount</b>
5/16/2019	1184	SHERIFF JEFFERSON CO -SCHOOL	\$ 90,592.55
5/16/2019	1185	SHERIFF JEFFERSON CO - LAW	\$ 1,352.35
5/16/2019	1186	SHERIFF JEFFERSON CO - PARKS	\$ 6,630.43
5/16/2019	1187	SHERIFF JEFFERSON CO - EMS	\$ 732.35
<b>TOTAL</b>			<b>\$ 106,135.29</b>

**Motion by Mr. Compton to approve the Manual Checks for May 17, 2019 in the amount of \$106,135.29. Motion seconded and unanimously approved.**

**APPROVAL OF PAYROLL**

**Motion by Mr. Compton to approve the Payroll for May 2, 2019 in the amount of \$255,635.31. Motion seconded and unanimously approved.**

**PUBLIC COMMENT**

Public comment was provided by the following list of individuals. Please review the video archives of this meeting to review the comments received: David Tabb, Latavia Smith, Jennifer King, Kirsten Lee, Addison Reese, Dan Hornbuckle, Eleanor Finn, and Dan Neff.

## PRESENTATIONS

1. Angie Banks, Assessor

- a. Requested signatures for the Certificate of Oaths for the Real Estate and Personal Property Books.
- o The Commission provided unanimous consent to sign the Certificate of Oaths for the Real Estate and Personal Property Books.
- b. Requested the approval of the following Exonerations:

NAME	TYPE	DISTRICT	TICKET No.	AMOUNT
Brian Humphries	PP	Shepherdstown	316319	\$77.54

- **Motion by Ms. Noland to approve the Exoneration for Ticket No. 316319 as presented. Motion seconded and unanimously approved.**

2. Michelle Gordon, Finance Director

- a. Review of Highmark Medical Insurance Renewal Options and Selection of Plan for FY2020.
  - **Motion by Ms. Noland to accept Highmark of West Virginia Health Insurance Renewal Option Number 1. Motion seconded and unanimously approved.**
- b. Review of Delta Dental Renewal for FY2020
  - **Motion by Mr. Compton to accept dental plan renewal from Delta Dental. Motion seconded and unanimously approved.**
- c. Review of Hartford Group Life & Voluntary Life Insurance Renewal for FY 2020-2021.

- **Motion by Ms. Tabb to accept life insurance 2 year plan renewal from the Hartford Business Insurance. Motion seconded and unanimously approved.**
- d. Review of NVA Vision Insurance Renewal for FY2020-FY2023
- **Motion by Ms. Tabb to accept vision four year plan renewal from National Vision Administrators, LLC. Motion seconded and unanimously approved.**
- e. Review and Approval of FY19 State Budget Revision 3 for the Coal Severance Fund
- **Motion by Ms. Noland to accept FY19 State Budget Revision 3 for the Coal Severance Fund. Motion seconded and unanimously approved.**
- f. Review and Approval of FY19 State Budget Revision 5 for the General Fund
- **Motion by Ms. Noland to accept the FY19 State Budget Revision 5 for the General Fund. Motion seconded and unanimously approved.**
3. Public Hearing – Proposed revision to the County excise tax (i.e. property transfer tax) imposed for the privilege of transferring title to real estate) – Michelle Gordon, Finance Director, provided the Commission and the audience with an explanation of the excise tax and the amendment, stating the tax would potentially increase from to \$1.35 for every \$500.00 worth of property value, effective July 1, 2019. President Noland then opened the floor for public comment; however, no comment was made. President Noland then stated the record would remain open for two weeks to allow time for written comment, with a final decision to be made during the May 30, 2019 regularly scheduled Commission meeting.
4. Nikki Painter, Elections, County Clerk’s Office – requested a permanent polling place location change.
- **Motion by Mr. Compton to approve the permanent polling place location change for Precinct 35A and 35B from the Shepherdstown Fire Hall to Asbury United Methodist Church. Motion seconded and unanimously approved.**
5. The Commission recessed for break at 7:30 pm.  
The Commission reconvened at 7:45 pm.

6. Jeffrey Parsons, Citizen – requested an update to the Barking Dog Ordinance.
  - o The Commission provided unanimous consent to allow Mr. Cochran to research potential changes to the Barking Dog Ordinance and asked him to report back during the June 19, 2019 regularly scheduled meeting.
7. Interview and Appointment to the Eastern Panhandle HOME Consortium Council of West Virginia – one three-year term ending June 30, 2022.
  - **Motion by Mr. Hudson to appoint Tony Grant to the Eastern Panhandle HOME Consortium Council for a three-year term ending June 30, 2022. Motion seconded and unanimously approved.**
8. Robert Edwards, US Census Bureau – requested the approval of a Proclamation
  - **Motion by Ms. Tabb to approve the Proclamation for the 2020 US Census. Motion seconded and unanimously approved.**
9. Pete Dougherty, Sheriff – requested the approval of employment for a new Animal Control Officer
  - **Motion by Ms. Tabb to approve the hire of Caitlin Gilbert as a Humane Office and Animal Control Officer, at a salary of \$32,574.00, effective June 3, 2019. Motion seconded and unanimously approved.**
10. Nathan Cochran, Assistant Prosecuting Attorney
  - Discussion of Jefferson County Civil Action #17-C-282
  - Discussion of Renewal of County Cable Franchise Agreement and related issues
  - Update on Jefferson County Circuit Court Civil Action #18-P-132
  - Discussion of EEOC Charge #533-2018-01557
  - Discussion of Jefferson County Circuit Court Civil Action#18-C-171
  - Discussion of EEOC Charge #533-2017-00706
  - Discussion of the Board of Health septic tank permitting process and procedures
  - Discussion of and communication with FEMA regarding potential resolution. U.S. District Court (Northern District) Civil Action #3:18-CV-122
  - Discussion of Jefferson County Circuit Court Civil Action #17-C-282

## **OLD BUSINESS**

11. Update on septic systems, Board of Health, and related items.

## **COUNTY ADMINISTRATOR REPORTS**

- Poor House Farm Lease

o Commissioner Tabb recused herself from the discussion and vote on this matter.

- **Motion by Ms. Noland to renew the Poor House Farm property lease with Lyle C. Tabb & Sons at \$78.00 per acre through the end of 2019, with the property lease to be bid out to the public in January 2020 and awarded by March 2020. Motion seconded and passes on a vote of 3-1 with Commissioner Compton opposing.**

12. The Commission adjourned at 8:17 pm on a motion by Mr. Compton. Motion was seconded and unanimously approved.

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Patricia A. Noland, PRESIDENT

Respectfully submitted  
Jessica D. Carroll  
Administrative Assistant

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 395,382.53	\$ -	\$ 395,382.53
	\$ -		
6.2% Tax Payable OASDI	\$ 23,509.73	\$ -	\$ 23,509.73
1.45% Tax Payable HI	\$ 5,498.25	\$ -	\$ 5,498.25
Fed Withholding	\$ 35,716.93	\$ -	\$ 35,716.93
WV State Withholding	\$ 16,887.55	\$ -	\$ 16,887.55
PERS Retirement Deduct 4.5%	\$ 10,054.17	\$ -	\$ 10,054.17
PERS Retirement Deduct 6%	\$ 4,020.63		\$ 4,020.63
Hosp. Pre-Tax	\$ 14,249.50		\$ 14,249.50
Cancer/ICU Pre-Taxed	\$ 299.85		\$ 299.85
Cancer/ICU Not Pre-Taxed	\$ 1,316.84		\$ 1,316.84
Optional Life Not Pre-Taxed	\$ 1,973.70		\$ 1,973.70
Christmas Club	\$ 4,725.00		\$ 4,725.00
Wage Attach #1	\$ 977.89		\$ 977.89
Wage Attach #3	\$ 500.00		\$ 500.00
DSRS Retirement Deduct 8.5%	\$ 6,581.11		\$ 6,581.11
457 - Nationwide	\$ 849.00		\$ 849.00
457I - Empower	\$ 1,780.00		\$ 1,780.00
457R - Roth	\$ 520.00		\$ 520.00
MD State Tax	\$ 600.91		\$ 600.91
D/VF	\$ 1,643.75		\$ 1,643.75
VA. State Tax	\$ 128.33		\$ 128.33
COLONIAL(PLUS)	\$ 81.60		\$ 81.60
Total Deductions	\$ 131,914.74	\$ -	\$ 131,914.74
Net Wages Total	\$ 263,467.79	\$ -	\$ 263,467.79
Payroll Date	2-May-2019		





Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **May 30, 2019**

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*):

**Certificate of Achievement – Peyton Lavallee – Gold Award – Troop 40437- Discussion/Action**

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

Is this a funding request? **Y/N** [Click here to enter text.](#)

If so, how much? **\$**[Click here to enter text.](#)

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

Attach supporting documents for request, or request may be denied.

If not attached, explain: [Click here to enter text.](#)

Is equipment needed? **Projector** **Y/N** [Click here to enter text.](#) **Internet/Wi Fi** **Y/N** [Click here to enter text.](#) **Telephone for conference call** **Y/N** [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS**

[Click here to enter text.](#)



*JEFFERSON COUNTY COMMISSION*  
*Certificate of Achievement*

Is hereby granted to:

**Peyton Lavallee**

Of Troop 40437, Charles Town, WV and part of  
the Girl Scout Council of the National Capital

The Girl Scout Gold Award – the highest award a Girl Scout can earn – stands for excellence and leadership through remarkable Take Action projects that have sustainable impact in their communities and beyond.

Date: May 30<sup>th</sup>, 2019

\_\_\_\_\_  
Patricia A. Noland, President



## Sandra McDonald

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**From:** WebmastervJCC <webmaster@jeffersoncountywv.org>  
**Sent:** Thursday, May 16, 2019 9:23 AM  
**To:** JCCInfo  
**Subject:** Jefferson County Commission, WV: Website Form Notification

A new entry to a form/survey has been submitted.

**Form Name:** County Commission Contact  
**Date & Time:** 05/16/2019 9:22 AM  
**Response #:** 887  
**Submitter ID:** 3921  
**IP address:** 73.135.110.131  
**Time to complete:** 0 min. , 56 sec.

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### Survey Details

#### Page 1

**1. Name**

Angela Lavallee

**2. Email**

121angel@frontiernet.net

**3. Questions or Concerns**

To Whom It May Concern:

Having completed the requirements for, and having been examined by a Gold Award review committee, our daughter, Peyton Lavallee, received her Gold Award on May 14, 2019. She belongs to Troop 40437 in Charles Town, West Virginia and is part of the Girl Scout Council of the National Capital.

Her Gold Award project centered around giving children access to free books. Peyton created free library systems by repurposing pallets and turning them into bookcases for three local elementary schools. She then filled those bookcases with over 525 books.

In honor of this achievement, we have scheduled a Gold Award recognition ceremony for June 14, 2019 at 7:00 p.m. at our home in Charles Town, West Virginia.

We would appreciate a letter or certificate acknowledging Peyton's achievement. We will compile it with other acknowledgements and place them in a scrapbook commemorating this special occasion. This will have special meaning from you, not only from a fan aspect, but also since you share the same love of family as Peyton and we do.

Thank you for taking the time from your extremely busy schedule to help us recognize the achievements and service of Gold Award recipient Peyton Lavallee.

Sincerely,

Angela D. Lavalley  
Bryan M. Lavalley

4. **Would you like to receive email notifications from Jefferson County?**  
(o) Yes

Thank you,  
Jefferson County Commission, WV

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**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**





Jefferson County Commission

**RESOLUTION**

- WHEREAS:** The Jefferson County Commission has been awarded \$75,000 under the West Virginia Development Office Community Development Block Grant Program for the Jefferson County Broadband Strategic Plan;
- WHEREAS:** the Commission of the Jefferson County is in support of the Community Development Block Grant Program to develop a county-wide broadband strategic plan;
- THEREFORE,  
BE IT RESOLVED:** the Commission accepts the conditions of the contract and the Commission President is hereby authorized to execute said agreement and any other necessary documents on behalf of the Commission, and be empowered to sign the contract and any agreement necessary to obtain these funds.

Approved and adopted this \_\_\_\_\_ day of May, 2019.

Jefferson County Commission

\_\_\_\_\_  
President



**COMMUNITY DEVELOPMENT BLOCK GRANT- GRANT AGREEMENT**

**THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement")**, dated and effective April 1, 2019, is between the West Virginia Development Office, a division of the West Virginia Department of Commerce ("State"), and the Jefferson County Commission and its authorized officers, agents, and representative ("Grantee").

**RECITALS**

A. **WHEREAS**, September 12, 2018, HUD approved the State's Annual CDBG Action Plan, which addresses infrastructure needs;

B. **WHEREAS**, in connection with such, the State has entered into grant agreement with HUD (the initial grant agreement, hereinafter the "Grant Agreement");

C. **WHEREAS**, the State will comply with all grant allocation requirements and the Grantee will also be required to meet all requirements;

D. **WHEREAS**, the State has elected to administer the non-entitlement portion of the Community Development Block Grant (CDBG) Program as authorized by Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, subject to the applicable regulations of the Department of Housing and Urban Development, including but not limited to 24 CFR (Code of Federal Regulations), Part 570, Sub-Part I, as amended or revised, and subject to the scope of the State of West Virginia's CDBG Policies and Procedures Manual and other Program Guidelines, availability of which is hereby acknowledged by the Grantee.

E. **WHEREAS**, the Grantee has identified its housing and community development needs, including those of low- and moderate-income persons and the activities to be undertaken to meet such needs.

F. **WHEREAS**, the Grantee has prepared a written citizen's participation plan which provides opportunities for citizen participation, hearings, and access to information with respect to the proposed project statement in such a manner as to afford affected citizens an opportunity for examination and comment regarding the proposed project and on the community development performance of the Grantee, a Community Development Plan, and an Anti-displacement and Relocation Assistance Plan.

G. **WHEREAS**, for audit purposes, the Catalog of Federal Domestic Assistance number is 14.228, Community Development Block Grant/State's Program, funded by the Department of Housing and Urban Development.

H. **WHEREAS**, the Grantee has requested assistance from the State and has offered assurances that maximum feasible priority has been given to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or to meet other community needs having a particular urgency because an existing condition poses a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs.

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

1. **Assistance to Grantee.** The State shall obligate to the Grantee, from funds allocated to the State by Grant Agreement B-18-DC-54-0001, \$75,000 to perform such tasks hereafter described in the Scope of Services ("Project"). Funds are provided under the HUD regulations for Planning and Capacity Building activities, including the costs of data gathering, studies, analysis, and the identification of actions to implement plans, as defined under 24 CFR 570.205.

A) **Budget.**

- i. The final budget allocation for the Project is attached hereto as the *CDBG-SCBG Budget Amendment (Form 3-6)* as Exhibit I and fully incorporated herein by reference ("Budget"). Any subsequent modifications to the Budget shall otherwise be in a form and substance satisfactory to the State and consistent with applicable requirements of law. If necessary and upon request, the State may, as required by CDBG Rules, require a more detailed or supplementary Budget breakdown, and the Grantee shall provide such detailed or supplementary Budget information in a timely fashion in the form and content prescribed by the State.
- ii. In accordance with the CDBG Rules, the Grantee shall cause the Budget to be in sufficient detail to provide a sound basis for the State effectively to monitor Grantee's performance under this Agreement and to meet the requirements set forth in the CDBG Rules that must be complied with to allow payments of program funds to the Grantee.

2. **Scope of Services.** The Grantee, its contractors and/or its designated agent(s), in accordance

with the Community Development Block Grant Policies and Procedures and other Program Guidelines to be used in the administration of the grant, and in accordance with the approved application of the Grantee, shall do, perform, and carry out, in a satisfactory and proper manner all duties, tasks, and functions necessary to assist the Jefferson County Commission in the development of a comprehensive county-wide broadband plan to provide strategies that will lead to the deployment of broadband projects, notably in underserved and unserved areas, with an emphasis on identifying project areas that would qualify for infrastructure funding under the HUD CDBG program and other broadband-specific funding programs.

- i. The Grantee shall administer and/or perform the activities detailed in the Scope of Services in a manner satisfactory to the State and otherwise in accordance with this Agreement. The Scope of Services is set forth in detail in *CDBG-SCBG Project Schedule (Form 1-1) attached hereto as Exhibit II and fully incorporated by reference ("Performance Measures")*.
- ii. The State shall monitor the performance of the Grantee and Grantee's Contractors' achievement of the performance requirements set forth in the Scope of Work or this Agreement. Substandard performance as determined by the State shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not commenced by the Grantee within thirty (30) Days (or such other time period, if any, required by HUD or as set forth by the State in the written notification) after receiving written notification by the State and diligently pursued to completion by Grantee, the State may initiate contract suspension or termination procedures.

3. **Changes.** The State *will consider program amendments initiated by the Grantee or by the State. The State defines a program amendment as a request for change in an approved program which (i) is an activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget.* The Grantee, from time to time, may require changes in the Scope of the Services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed which are mutually agreed upon by and between the State and the Grantee, shall be incorporated in written amendments to this Contract. **Major changes in the Scope of Services attached hereto as Schedule**

II which substantially deviate from that originally approved shall require the same citizen participation process as performed for the initial submission of the grant proposal. The State reserves the right to make final determination on questions/*requests* regarding changes in the Scope of Services.

4. **Term of Agreement (Time of Performance). Term.** The term of this Agreement (the "Term") commences on the Effective Date and expires on June 30, 2020, or such later date as the Parties may agree to in a signed writing. This Agreement shall remain in full force and effect during the Term, unless earlier terminated in accordance with the provisions hereof; provided, that in accordance with certain provisions of this Agreement those provisions shall survive the end of the Term or early termination hereof.

5. **Performance Measures and Spending Milestones.**

A) **Performance Measures.** All funding necessary to complete this project should be secured at the awarding of this grant. Performance measures establish that the Grantee should complete design and engineering within three months, and construction should be started within nine months of this award. Achievement and compliance with the performance measures will be evaluated based upon the *CDBG-SCBG Project Schedule (Form 1-1) attached hereto as Exhibit II and fully incorporated by reference ("Performance Measures")*. These Performance Measures establish goals against which performance under this contract can be measured and evaluated during regular scheduled monitoring visits by the State. Failure to meet these Performance Measures can result in termination of this contract and/or *prohibit Grantee from being eligible to submit an application for future fiscal year allocations until such time as outlined situations are resolved.*

B) **Spending Milestones.** By no later than the dates listed in the table below in the column entitled "Spending Milestones," Grantee must submit a Request for Payment, as detailed in this Agreement, that complies with the terms of this Agreement incurred in the cumulative minimum amounts listed in the column below entitled "Minimum Amount."

Cumulative Minimum Spending Milestones	Dates
10 percent	December 30, 2019
30 percent	February 27, 2020
100 percent	June 30, 2020

C) If the Grantee fails to comply with Section 5(B), the State shall provide notice and an opportunity to cure within 30 days or such other reasonable time as may be specified in the notice. If the Grantee fails to cure such non-compliance with Section 5(B) within the time provided by the State, the State shall have the discretion to take one or more of the following actions:

1. Require additional project monitoring to ensure compliance with Section 5(B).
2. Require Grantee to obtain technical or management assistance in order to ensure compliance with Section 5(B).
3. Reduce the Program Funds to be disbursed under this Agreement in an amount not to exceed the difference between the full amount awarded for the Project and the total amount for which the Grantee has submitted a Request for Payment that is compliant with section 5(B) as of the date of the expiration of the cure period specified in Section 5(B) and require Grantee to revise the Budget based on the reduction of Project funds, such Budget revision to be approved by the State.

Failure to comply with Section 5(B) shall not constitute an Event of Default.

6. **Administrative Requirements and Procedures.**

A) *Personnel.* The Grantee represents that it has or will secure personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with the State, consistent with the procedures identified in the Community Development Block Grant Policies and Procedures Manual.

B) *Applicable Law.* The Grantee, its agents, and subrecipients shall comply with all the restrictions, conditions, policies, guidelines, and requirements of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended; with all current applicable State and Federal Laws and regulations as may be amended, including 24 CFR Part 570; 2 CFR Part 200 as applicable, in administering and distributing funds provided under this Agreement including, but not limited to, the following:

i. P.L. 88-352: Refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations are found in 24 CFR Part I.

ii. P.L. 90-284: Refers to Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601-20 et. seq.) popularly known as the Fair Housing Act which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap, or familial status. The Grantee further certifies that it will take actions necessary to affirmatively further fair housing.

iii. Executive Order 11063, as amended by Executive Order 12259, requires that taking of all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use of occupancy thereof. Implementing regulations are contained in 24 CFR 107.

iv. Section 109 of P.L. 93-383 requires that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds.

v. Section 109 of the Act further provides any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified person as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply.

vi. Section 110 of P.L. 93-383 requires compliance with the Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) also applies.

vii. **Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) requiring that to the greatest extent feasible opportunities for employment and training be given to lower income persons residing within the unit of local government or metropolitan area or nonmetropolitan county in which the project is located, and that Contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same area.**

7. **Section 3 Responsibilities of the Grantee.** Each Grantee has the responsibility to comply with Section 3 throughout this Project, and ensure full Section 3 compliance from its contractors and subcontractors having contracts greater than or equal to an amount of \$100,000.00. Section 3 responsibilities include but are not limited to:

A) Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

B) Notifying potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause set forth in §135.38 in all solicitations and contracts related to this Project;

C) Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in §135.30;

D) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135;

E) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

F) A State or county which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in §135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at §135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

**G) Incorporating the following Section 3 clauses into every contract or agreement that is entered into as a result of this Project.** Pursuant to 24 CFR Part 135.38:

i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 4 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

H) Executive Order 11246, as amended by Executive Order 12086 shall apply and provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

I) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831b) prohibits the use, and requires the elimination and/or abatement of the hazards of lead-based paints in residential structures constructed or rehabilitated with Federal assistance to include notification of the hazards of lead-based paint. The Lead Safe Housing Regulation (24 CFR Part 35) established the requirements for notification, evaluation, and reduction of lead-based paint hazards in federally-owned residential property and housing that receives federal assistance.

**J) The Grantee agrees to assume all responsibilities for completion of the Environmental Review Record, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(g) of the Act and published in 24 CFR Part 58.**

i. In addition to assuming responsibility for National Environmental Policy Act (P.L. 91-190), the Grantee must take into account, where applicable, the criteria, standards, policies, and regulations of the following: (a) Historic Preservation Act of 1966; (b) Executive Order 11593; (c) The Reservoir Salvage Act of 1960; (d) Flood Disaster Protection Act of 1973; (e) Executive Order 11988, Floodplain Management; (f) Executive Order 11990, Protection of Wetlands, (g) Coastal Zone Management Act of 1972; (h) the Safe Drinking Water Act of 1974; (i) the Endangered Species Act of 1973; (j) the Wild and Scenic Rivers Act of 1968; (k) the Clean Air Act; (l) Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979); (m) 24 CFR Part 51, Subpart B, Noise Abatement and Control; (n) Subpart C - Siting of HUD Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature; (o) and Subpart D - Siting of HUD Projects in Runway Clear Zones and Accident Potential Zones at Military Airfields. **Before committing any funds, the Grantee must certify to the State that it has complied with all requirements and obligations that are set forth by 24 CFR Part 58. Further, the Grantee must submit all requested Evidentiary Material to the State for approval prior to the obligation of any funds.**

ii. In accordance with 24 C.F.R. Part 58.22, **the Grantee** agrees to refrain from undertaking any physical activities or choice limiting actions until the State has accepted the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

iii. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the State's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

iv. The Grantee agrees to abide by the special conditions, mitigation measures or requirements identified in the State's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

v. Until the State has approved the environmental review for the project, neither the Grantee nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

vi. The Grantee agrees to provide the State with all available environmental information about the project and any information which the State may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the State's opinion is needed to fulfill its obligations under HUD environmental requirements.

vii. The Grantee agrees to advise the State of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

K) The Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601) and HUD implementing regulations at 24 CFR Part 42 apply to the acquisition of real property for an activity assisted under this part and to the displacement of any family, individual, business,

nonprofit organization or farm that results from such acquisition. The West Virginia Code, Chapter 54-3 also applies. The Grantee must certify compliance with URA. Under Section 104(d) of the Act, each Grantee must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan providing one-for-one replacement units and relocation assistance. The plan must also indicate the steps that will be taken to minimize the displacement of persons from their homes as a result of any activities assisted under this part all in accordance with 24 CFR Part 570.488(b).

L) The State and the Grantee will comply with the provisions of the Department of Treasury Circular 1075 and/or the CDBG Policies and Procedures Manual, as revised, in the process of requesting and administering funds from the State's Letter of Credit.

M) Funds provided under this agreement shall not be expended for acquisition or construction purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the community in which the area is situated is participating in the National Flood Insurance Program; and flood insurance is obtained in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973.

8. **Licensure and Registrations**

- A) **Good Standing:** The Grantee certifies that it and its Project Sponsors are registered and licensed to do business in the State of West Virginia. The Grantee and its employees and all Project Sponsors shall be licensed pursuant to all applicable federal, state and local laws, ordinances, rules and regulations and shall upon request provide proof of all licenses.
- B) **Additional Administrative Requirements:** Additional administrative requirements of federal grants are contained in 2 CFR, Part 25. The Grantee and Project Sponsors at all tiers must obtain a DUNS number and provide the DUNS to the State before the sub-award can be issued. As of May 2012, the Central Contractor Registry (CCR) along with several other procurement systems were incorporated into a single website called the System for Award Management (SAM). The SAM site is located at <https://www.sam.gov/sam/>. The Grantee will register with SAM and furnish State with documentation verifying such registration in order to receive federal funding under this Agreement.
- C) **Federal Award Number:** As per the Federal Funding Accountability and Transparency Act, federal agencies will assign a Federal Award Identification Number (FAIN) to each federal award. The FAINs are intended to increase transparency in federal spending and allow the American public to

hold the government accountable for spending decisions. Each Grantee and Project Sponsors should be aware of this identification number and ensure the FAIN is incorporated into all sub-grants under the Agreement.

9. **Accounting.** The Grantee shall undertake the obligations concerning financial management relating to the services set forth in the Scopes of Services. The Grantee agrees to comply with 2 CFR Part 200, Subpart D and the accounting principles and procedures described therein, utilize adequate internal controls, and maintain necessary source documentation for all eligible costs that are the subject of any Request for Payment or any other costs incurred. The Grantee will establish a separate account for the proper recording of project costs in accordance with generally accepted accounting principles and procedures so as to reflect all receipts and allowable expenditures, including program income (PI) in connection with the said project and the purpose thereof. The Grantee shall administer the Project in a manner consistent with the applicable requirements of law related to cost principles, including as set forth in Section 570.502 of the CDBG Rules and 2 CFR Part 200, Subpart E. PI generated prior to project closeout must be expended as received for project related activities in accordance with 24 CFR 570. If the Grantee received less than \$25,000 per state fiscal year in program income after closeout, the dollars received are not subject to provision of 24 CFR 570 and may be used at the Grantees discretion. If PI exceeds \$25,000 in any given state fiscal year after closeout, all program income earned must be expended in accordance with 24 CFR 570.489. *It is the Grantees responsibility to notify the state of all PI earned in any given fiscal year from this date forward.*

10. **Audit.** Pursuant to provisions of Chapter 6, Article 9, Section 7 of the West Virginia Code, the Community Development Division has adopted the policy of accepting annual financial audits contracted or performed by the State Auditor's Office. The Grantee will include these funds to be audited with its yearly organization-wide audit. Audits shall be conducted in accordance with applicable provisions of 2 CFR 200, and with standards established by the Comptroller General as specified in Standards for Audit of Governmental Organizations, Programs, Activities, and Functions. The Grantee must follow 2 CFR 200.318 "General Procurement Standards" through 2 CFR 200.326 "Contract provisions". Refer to these sections for the allowable methods of procurement for the Grantee, the procurement thresholds, and the conditions and requirements. In accordance with 2 CFR 200, the Grantee will incorporate these standards into its Procurement Policies and Practices. 2 CFR Part 200 Appendix II must be adhered to as applicable in grant agreements.

11. **Public Inspection of Audit Reports.** Units of local government will make audit reports available for public inspection within thirty (30) days after the completion of the audit. This includes submission of report package to the West Virginia Development Office and to the Federal Clearinghouse currently designated by OMB. The address of the clearinghouse is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10<sup>th</sup> Street, Jeffersonville, IN 47132. Auditees are required to submit through the Federal Audit Clearinghouse Web site. The FAC IDES Web site is located at: <https://harvester.census.gov/facides/>.

12. **Record Retention.** Records shall be maintained in accordance with requirements prescribed by or in 2 CFR § 200.333, HUD and/or the State with respect to all matters covered by this Agreement and retained for at least three years after the State makes final payments and all other pending matters concerning this Agreement are closed, subject to the exceptions in 2 CFR § 200.333:

A) If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B) Records for nonexpendable property acquired with Federal funds shall be retained for three years after its final disposition.

C) Records for displacement shall be retained in accordance with the CDBG Policies and Procedures Manual.

D) The retention period starts from the date of the issuance of the final audit report.

13. **Access to Records.** The Grantee shall, at any time during normal business hours and as often as the State or its designated representatives deem necessary, make available for examination all records, books, accounts, reports, files, and other papers, things or property of the Grantee with respect to the matters covered by this Contract. All negotiated contracts awarded by the Grantee shall include a provision that the Comptroller General or any duly authorized representative of the State or HUD shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

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

15. **Competitive Procurement Procedures**. All procurement transactions, including professional services, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with procedures identified in the CDBG Policies and Procedures Manual, 2 CFR 200.318- 2 CFR 200.326., and with applicable local or State law.

A) With respect to the purchase by Grantee of any equipment, property or services to be used on the Project from any contractors in which such purchase will be paid for or reimbursed out of Project funds, the following provisions shall apply:

i. **Compliance**. If the Grantee uses Project funds to purchase any equipment from contractors, the Grantee shall comply with current procurement policies concerning the purchase of equipment and shall maintain inventory records of all project equipment as may be procured with funds provided herein.

ii. **Procurement Standards**. If the Grantee procures any project equipment, property or services from any contractors with program funds, unless specified otherwise within this Agreement, the Grantee shall undertake such procurement in accordance with the requirements of 2 CFR Part 200, Subpart D, sections 200.317-200.326.

B) **Policies and Procedures**. Grantee shall incorporate the provisions of 2 CFR 200.318-200.326 into its Procurement Policies, Procedures and Practices. Grantee shall fully comply with Appendix II of 2 CFR 200 and incorporate such federal contracting provisions in all contracts as required thereunder.

C) The Grantee shall procure architect/engineer services in accordance with Chapter 5G of the West Virginia State Code and be in compliance with 2 CFR 200.

D) The Grantee shall procure construction contracts in accordance with Chapter 5-22-1 of the West Virginia State Code and be in compliance with federal regulations 2 CFR 200.

E) The Grantee shall solicit sealed bids for all construction-related contracts or supplies related to their project which has an estimated value of over \$25,000. All transactions under \$25,000 whether

construction-related contracts, supplies, or professional services should be procured in a manner that provides maximum open and free competition and files are to be maintained to document such activities. Any attempts by the Grantee to segregate the project into sections in order to circumvent competitive procurement may be cause for termination of this Agreement under Item 22, Termination of Agreement for Cause. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of Article Three, Chapter Fifty-Nine of the Code of West Virginia. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area within a period of fourteen consecutive days with at least an interval of six full days within such period between the date of the first publication and the date of the second publication preceding the final date of submitting bids. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, sending notification to the State's Small Business Development Center Division, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the State or its designated representative, bid documents and other evidence of compliance with these procedures. The resolution of bid and contract disputes is the responsibility of the Grantee.

F) Grantees have the ability to procure professional and construction services, therefore, the design-build method (5-22A-1) is not allowable. Public agencies can only utilize design-build on building project. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

16. **Bonding and Insurance.** As otherwise required by law, a grant that requires the contracting or subcontracting for construction or facility improvements under \$100,000 shall provide for the Grantee to follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds provided that the Grantee's and State's interest is adequately protected and that such contracts can be executed in a timely manner; otherwise, bonding requirements shall be the same as for contracts exceeding \$100,000. Consistent with 2 CFR 200.325, if a contract or subcontract exceeds \$100,000, the minimum bonding and insurance requirements shall be as follows:

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

B) A performance bond on the part of the contractor for 100 percent of the contract price.

This performance bond shall be executed by the successful contractor in connection with a contract to secure fulfillment of the contractor's obligations under such contract.

C) A payment bond on the part of the contractor for 100 percent of the contract price. This

payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor or materials in the execution of the work provided for in the Contract.

17. **Facilities Operation.** The Grantee shall operate and maintain all facilities to which the general public has right of access constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable Federal, State and local statute, law, ordinance, or regulation as to actual construction procedures. The Grantee shall be responsible for maintenance and operation of such facilities upon completion. The Grantee may not change the use or planned use of any such facility (including the beneficiaries of such use) from that purpose initially approved unless the Grantee provides affected citizens with reasonable notice thereof and opportunity to comment on any proposed change all in accordance with 24 CFR Part 570.489(j).

18. **Conflict of Interest.** No officer, agent, consultant, employee, elected or appointed official of the State, the Grantee, or any public agency or subrecipient receiving Community Development Block Grant funds who exercises or has exercised any function or responsibilities with respect to activities assisted with Community Development Block Grant funds or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from such activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The conflict of interest provision of 2 CFR 200 also apply as appropriate.

19. **Recovery of Capital Costs.** The Grantee will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds from this program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless: (a) funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very

low income, the Grantee certifies to the State of West Virginia that it lacks sufficient funds received under the program to comply with the requirements of clause (a).

20. **Method of Payment.** In order to receive any and all payments under the terms of this Agreement, the Grantee shall submit the following a Request for Payment Financial Report containing a progress report. Upon receipt, the State shall review for reasonableness, appropriateness and eligibility and, if approved, will cause a warrant to be made on that sum to the Grantee for authorized expenditures from the State's Letter of Credit with the Department of Housing and Urban Development.

21. **Cost Underruns.** The State reserves the right to recapture all CDBG funds remaining due to cost underruns.

22. **Termination of Agreement for Cause; Options to State in an Event of Default.** Pursuant to 2 CFR 200.338, if the Grantee for any reason materially fails to comply in a timely manner with any terms of this Agreement, the State shall thereupon have the right to terminate this Agreement. All termination notices given hereunder shall set forth in reasonable detail the reasons for such termination, the date on which such termination shall become effective, and, in the case of partial termination, the provisions of this Agreement that are to be terminated. If, in the case of a partial termination, the State in its sole discretion determines that the remaining portion of the award of the Project funds contemplated herein will not accomplish the purpose for which such award was made, the State may terminate this Agreement in its entirety.

Upon the occurrence and during the continuance of an event of default as contemplated in this section, the State may take any or all of the following actions, without prejudice to the rights of the State to enforce claims against the Grantee:

(a) **Termination or Suspension.** Pursuant to the applicable general requirements of law (including Section 570.502 of the CDBG Rules), prior to the end of the Term and subject to the applicable notice and cure periods, this Agreement may be terminated, or temporarily suspended.

(b) **Termination of Disbursements.** The State may declare the State's obligations to make disbursements hereunder immediately terminated and, at all times thereafter, any disbursement made by the State shall be in the State's sole and absolute discretion. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

23. **Termination for Convenience of the State.** The State may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the

Contract is terminated by the State as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the State shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments

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

25. **Reporting.** A Final Performance Report shall be submitted to the State with the final request for payment for project costs, excluding audit. Said Performance Report shall be made on the forms provided by the State and meet the requirements of said report as set forth in the appropriate CDBG Policies and Procedures Manual of the State of West Virginia. Other reports may be requested by the State during the grant period as the State deems necessary and directs.

26. **Final Closeout.** Final Closeout shall be completed when the State: (a) is in receipt of a Final Performance Report; (b) has determined that all monitoring findings have been formally addressed and are resolved; and (c) has received a completed, final project audit and has determined that any findings have been resolved.

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

28. **Notice.** The parties hereto agree that notice shall be served when mailed certified U.S. Mail to the following addresses:

**West Virginia Development Office  
Community Development Division  
Capitol Complex  
Building 6, Room 553  
Charleston, West Virginia 25305-0311**

**Jefferson County Commission  
24 E. Washington Street  
Charles Town, West Virginia 25414**

**[WITNESSETH]** that the parties hereto have entered their signatures hereafter with each representing to the other that the execution of this Agreement is done with full authority and that attached hereto and made a part hereof as Attachment B, is a certified copy of the resolution, motion, or similar action of the governing body of the Grantee directing and authorizing its official representative to act in connection with this Agreement.

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

\_\_\_\_\_  
Michael R. Graney, WVDO Executive Director

\_\_\_\_\_  
DATE

**JEFFERSON COUNTY COMMISSION**

\_\_\_\_\_  
By: Patsy Noland, Commission President

\_\_\_\_\_  
DATE

**FEDERAL EMPLOYER IDENTIFICATION NUMBER**

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
DUNS



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Michelle Gordon, Finance Director

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1<sup>st</sup> Choice: **May 30, 2019**

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

Date Requested – 2<sup>nd</sup> Choice: **June 6, 2019**

Subject (*Wording to be placed on agenda*):

- Excise (Property Transfer) Tax rate increase, Effective 7/1/2019 – Discussions/Approval
- Review and Approval of Equal Employment Opportunity Plan (EEOP)
- Review and Approval of EEOP Utilization Analysis as of 5/10/2019
- Review and Approval of WVCORP Insurance Renewal for FY2020
- Review and Approval of FY2019 Internal Budget Revision 4 for the General Fund

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

- Continue discussions on the rate imposed for the Jefferson County excise (property transfer) tax from \$1.10 for each \$500 value or fraction thereof to the rate of \$1.35 for each \$500 value or fraction thereof and approval of the rate increase effective 7/1/2019.
- Review and approval of the County's Equal Employment Opportunity Plan and the EEOP Utilization Analysis for the period covering FY19 and FY20. Review is needed in order to maintain compliance with Grant requirements.

Is this a funding request?    Y/N **No**

If so, how much?                \$ **NA**

Provide exact financial impact/request:

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

- Motion to approve the revision to the excise tax imposed for the privilege of transferring title to real estate (a/k/a as the property transfer tax) to the rate of \$1.35 for each \$500 value or fraction thereof with an effective date of July 1, 2019.
- Motion to approve the EEOP and the EEOP Utilization Analysis.
- Motion to accept the FY20 risk and workers' compensation plan renewal from WVCorp Risk Pool.
- Motion to accept FY19 Internal Budget Revision 4 for the General Fund

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed?            Projector    Y/**N** **NO**            Internet/Wi Fi    Y/**N** **NO**            Telephone for conference call    Y/**N** **NO**

Contact information:

Email address:

Phone Number:

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

not applicable



## JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT  
*Patricia A. Noland*

VICE PRESIDENT  
*Jane Tabb*

COMMISSIONER  
*Josh Compton*

COMMISSIONER  
*Ralph Lorenzetti*

COMMISSIONER  
*Caleb Wayne Hudson*

DATE: May 23, 2019  
TO: Honorable Commissioners  
Jefferson County, West Virginia  
FROM: Michelle Gordon, Finance Director  
RE: Excise Tax / Property Transfer Tax FY2020

---

According to Article 22. *Excise Tax on Privilege of Transferring Real Property*, section §11-22-2 *Rate of Tax; When and by Whom Payable; Additional County Tax*, (a/k/a the Property Transfer Tax) the county excise tax may not be increased unless the increase is approved by a majority vote of the county commission. Effective July 1, 2017, the county may increase the excise tax to an amount not to exceed \$1.65 for each \$500 real property value, or fraction thereof as defined in the code.

Any commission intending to increase the excise tax (a/k/a the property transfer tax) shall publish a notice of its intention to increase such tax not less than 30 days nor more than 60 days prior to the meeting at which such increase will be considered. A public hearing on the matter was held on May 16, 2019 at 7PM; and, no public comment was received that evening.

This increase is expected to generate approximately \$175,000 in additional general revenues. Additionally, the county may increase this tax in future years to an amount not to exceed \$1.65 for each \$500 real property value, or fraction thereof.

I recommend approving the rate increase for the County's Excise Tax (Property Transfer Tax) from the rate of \$1.10 for each \$500 real property value, or fraction thereof to the rate of \$1.35 for each \$500 real property value, or fraction thereof.

Please let me know if you have any questions.

County Administrator  
*Stephanie Grove*

Deputy County Administrator  
*Sandy Slusher McDonald*

**§11-22-2. Rate of tax; when and by whom payable; additional county tax.**

(a) Every person who delivers, accepts, or presents for recording any document, or in whose behalf any document is delivered, accepted, or presented for recording, is subject to pay for, and in respect to the transaction or any part thereof, a state excise tax upon the privilege of transferring title to real estate at the rate of \$1.10 for each \$500 value or fraction thereof as represented by the document as defined in §11-22-1 of this code. The state tax is payable at the time of delivery, acceptance, or presenting for recording of the document. In addition to the state excise tax described in this subsection, there is assessed a fee of \$20 upon the privilege of transferring real estate for consideration. The clerk of the county commission shall collect the additional \$20 fee before recording a transfer of title to real estate and shall deposit the moneys from the additional fees into the Affordable Housing Fund as provided in §31-18-20d of this code. The moneys collected from this additional fee shall be segregated from other funds of the West Virginia Housing Development Fund and shall be accounted for separately. None of these moneys may be expended by the West Virginia Housing Development Fund to defray administrative and operating costs and expenses actually incurred by the West Virginia Housing Development Fund. The West Virginia Housing Development Fund shall publish monthly on the Internet site an accounting of all revenue deposited into the fund during the month and a full disclosure of all expenditures from the fund including the group receiving funds, their location and any contractor awarded the construction contract.

(b) Effective January 1, 1968, and thereafter, there is imposed an additional county excise tax for the privilege of transferring title to real estate at the rate of 55 cents for each \$500 value or fraction thereof as represented by such document as defined in §11-22-1 of this code, which county tax shall be payable at the time of delivery, acceptance, or presenting for recording of such document: Provided, That after July 1, 1989, the county may increase said excise tax to an amount equal to the state excise tax. The additional tax hereby imposed is declared to be a county tax and to be used for county purposes: Provided, however, That after July 1, 2017, the county may increase the excise tax to an amount not to exceed \$1.65 for each \$500 value, or fraction thereof, as represented by a document as defined in §11-22-1 of this code: Provided further, That only one such state tax and one such county tax shall be paid on any one document and shall be collected in the county where the document is first admitted to record and the tax shall be paid by the grantor therein unless the grantee accepts the document without such tax having been paid, in which event such tax shall be paid by the grantee: And provided further, That on any transfer of real property from a trustee or a county clerk transferring real estate sold for taxes, such tax shall be paid by the grantee. The county excise tax imposed under this section may not be increased in any county unless the increase is approved by a majority vote of the members of the county commission of such county. Any county commission intending to increase the excise tax imposed in its county shall publish a notice of its intention to increase such tax not less than 30 days nor more than 60 days prior to the meeting at which such increase will be considered, such notice to be published as a Class I legal advertisement in compliance with the provisions of §59-3-1 et seq. of this code and the publication area shall be the county in which such county commission is located.

**JEFFERSON COUNTY GOVERNMENT  
EQUAL EMPLOYMENT OPPORTUNITY PLAN**

Date and Duration of EEOP: FY2018-2019 and FY2019-2020  
(July 1, 2018 - June 30, 2020)

Grantee: Jefferson County Commission  
124 E. Washington Street  
Charles Town, WV 25414

Contact Information: Michelle Gordon, Finance Director 304-724-8425  
Stephanie Grove, County Administrator 304-728-3284

**POLICY STATEMENT**

It is the policy and responsibility of the County Commission Office of Jefferson County, West Virginia to provide equal employment opportunity which will affect all employment practices including, but not limited to recruitment, hiring, transfer, promotion, training, compensation, benefits, layoffs and terminations without regard to gender, race, color, religious creed, national origin, ancestry, disability, sexual orientation, gender identification or expression, military service, political affiliation, veteran status, genetic information, age or any characteristic protected under state or federal law not specifically listed. This policy applies to civil service as well as non civil service personnel. The County bases employment decisions on objective standards so much as possible in the furtherance of equal employment opportunity. The Equal Employment Opportunity Plan (EEOP) is the method by which the County will ensure diversity through fair and equal opportunity and treatment to all employees and applicants for employment. The County is committed to maintaining a work environment that is free of illegal discriminatory behavior, including without limitation, harassment because of or about an individual's protected characteristics (discriminatory harassment). These statements commit the personnel of the Jefferson County Commission to work to promote and achieve equal employment opportunity and a work environment free of discrimination or discriminatory harassment within each specific department, and becomes a part of all Personnel Policies within the County.

**EQUAL EMPLOYMENT OPPORTUNITY PLAN**

The Equal Employment Opportunity Plan (EEOP) is issued in compliance with Federal Guidelines prescribing that agencies acceptance of Federal financial assistance must complete an EEOP. This Plan follows the Seven-Step Guide published by the Office of Civil Rights (OCR), Office of Justice Programs, United States Department of Justice. The authority and responsibility for ensuring the County's compliance with the Equal Employment Opportunity Plan lies with the County Administrator. The EEOP will be implemented, monitored and revised by the County Administrator or the Finance Director. The County Administrator and Finance Director will annually review the EEOP with respect to progress toward goals, and revisions will be proposed to continue to meet specific goals. This EEOP's effective duration is July 1, 2018 through June 30, 2020 (FY2019 and FY2020).

Following is the federal grant information pertinent to this EEOP:

Grant Number: 16-VA-096

VOCA GRANT PROGRAM

Grant Period 10/01/2018 – 09/30/2019

The project director is Debra Young and the fiscal officer the Finance Director.

## Jefferson County Commission

### Utilization Analysis

(Data as of 05/10/2019)

Data for the community labor statistics data was obtained from the website American FactFinder which contains data from the U.S. Census Bureau. This specific data which was obtained was gathered by the U.S. Census Bureau from the American Community Survey. As of May 10, 2019, the U.S. Census Bureau had not released estimated census and labor force data for 2016-2020; therefore, data was used from the survey that was conducted in 2010 and published in 2012. The community labor statistic (CLS) data used in the preparation of this report represents data solely for Jefferson County, WV. The Jefferson County employer data was obtained from the payroll system and is listed as "County" on the attached chart.

Overall totals on the attached chart do not show significant statistical variances. The final County totals show that the Commission's policy and commitment to equal opportunity employment practices are being followed by County hiring staff. Statistics showing significant under or over utilization may be evidence of employment discrimination. In summary, overall totals show that based on the available labor pool in Jefferson County, the Commission should focus on improving recruitment of white males (-6.53% under utilized). Doing so may correct the over utilization of white females (10.33% over utilized).

For the purposes of this analysis, variances greater than 10% under or over utilization will be outlined:

- *Officials/Administrators*: Based on the available labor pool in Jefferson County, the Commission should focus on improving recruitment of white and black females (-3.73% and -2.43% under utilized respectively). Doing so may correct the over utilization of white males in this category (12.89% over utilized).
- *Professionals*: No variances exceeded 10% over or under the available labor pool in Jefferson County.
- *Technicians*: Based on the available labor pool in Jefferson County, the Commission should focus on improving recruitment of white males (-24.98% under utilized). Doing so may correct the over utilization of white females in this category (28.02% over utilized).
- *Protective Services*: Workforce numbers indicated that improvements should be made to recruit more white females (-13.81% under utilized), and more Hispanic and Asian males, at -4.44% and -5.53% underutilized respectively. Improving recruitment in those categories will reduce the County's over utilization of white males (25.93%).
- *Administrative Services*: Similar to the *Technician* category, based on the available labor pool in Jefferson County, the Commission should focus on improving recruitment of white males (-18.10% under utilized). Doing so may correct the over utilization of white females in this category (22.86% over utilized).
- *Skilled / Semi-skilled Craft*: No variances exceeded 10% over or under the available workforce in Jefferson County. Lastly,
- *Service Maintenance*: Workforce numbers indicated that improvements should be made to recruit more black males and black females (-6.54% under utilized and -3.75% under utilized respectively), and less Hispanic females (12.79% over utilized).

To continue efforts to recruit, hire and retain a diverse base of employees at all levels, the County should continue to foster relationships with local associations, colleges and workforce groups to recruit candidates and ensure that diverse candidates are being fairly considered. The County will continue to look for new opportunities to support women and diverse employees interested in advancing to leadership positions. Lastly, the County will continue its commitment to maintaining a work environment free of illegal discriminatory behavior, including discriminatory harassment, and will take appropriate steps to eliminate such behavior.

*Internal Dissemination:*

- The EEOP plan and utilization report will be posted on the County's intranet site, an internal electronic communication network for all employees.
- A County-wide email with a link to the reports will be sent notifying employees that the reports are available on the intranet and that a physical copy is located in human resources.
- The reports will be distributed to all Department Heads and Elected Officials.
- All employees will be notified that the County is committed to providing equal employment opportunities and that the County is actively seeking to increase the diversity of its workforce.

*External Dissemination:*

- The Jefferson County Equal Employment Opportunity statement and Utilization Report are posted on the County's external website, and notice is provided that the report is located in the County Administrator's office on file.
- Language is included in all job postings and advertisements of the County's ongoing commitment to providing equal employment opportunities, and diversifying its' workforce.
- The County will make every effort to notify vendors and contractors through provisions in requests for quotes or requests for proposals that the EEOP Utilization report available for review.

Jefferson County WV Labor Statistics as of 5/10/2019 <small>(Source: US DOL Labor Statistics 2006-2010 Data)</small>		Male						Female					
		American						American					
		White	Hispanic	Black	Indian	Asian	Other	White	Hispanic	Black	Indian	Asian	Other
<b>Totals</b>													
<b>Officials/Administrators</b>													
County #	9	6	-	-	-	-	-	3	-	-	-	-	-
County %	4.4%	66.7%	0.0%	0.0%	0.0%	0.0%	0.0%	33.3%	0.0%	0.0%	0.0%	0.0%	0.0%
CLS #	3,710	1,995	65	75	15	14	21	1,375	60	90	-	-	-
CLS %	15.3%	53.8%	1.8%	2.0%	0.4%	0.4%	0.6%	37.1%	1.6%	2.4%	0.0%	0.0%	0.0%
Utilization %	-10.9%	12.89%	-1.75%	-2.02%	-0.40%	-0.38%	-0.57%	-3.73%	-1.62%	-2.43%	0.00%	0.00%	0.00%
<b>Professionals</b>													
County #	29	15	-	-	-	-	-	12	-	2	-	-	-
County %	14.2%	51.7%	0.0%	0.0%	0.0%	0.0%	0.0%	41.4%	0.0%	6.9%	0.0%	0.0%	0.0%
CLS #	5,010	2,310	214	44	-	19	8	2,225	20	125	-	45	-
CLS %	20.7%	46.1%	4.3%	0.9%	0.0%	0.4%	0.2%	44.4%	0.4%	2.5%	0.0%	0.9%	0.0%
Utilization %	-6.5%	5.62%	-4.27%	-0.88%	0.00%	-0.38%	-0.16%	-3.03%	-0.40%	4.40%	0.00%	-0.90%	0.00%
<b>Technicians</b>													
County #	25	6	1	-	-	-	-	18	-	-	-	-	-
County %	12.3%	24.0%	4.0%	0.0%	0.0%	0.0%	0.0%	72.0%	0.0%	0.0%	0.0%	0.0%	0.0%
CLS #	980	480	4	15	-	-	-	431	15	-	-	35	-
CLS %	4.0%	49.0%	0.4%	1.5%	0.0%	0.0%	0.0%	44.0%	1.5%	0.0%	0.0%	3.6%	0.0%
Utilization %	8.2%	-24.98%	3.59%	-1.53%	0.00%	0.00%	0.00%	28.02%	-1.53%	0.00%	0.00%	-3.57%	0.00%
<b>Protective Services</b>													
Prot Svcs: Sworn	33	30	1	-	-	1	-	1	-	-	-	-	-
Prot Svcs: Non-Sworn	26	18	1	3	-	-	-	4	-	-	-	-	-
County #	59	48	2	3	-	1	-	5	-	-	-	-	-
County %	28.9%	81.4%	3.4%	5.1%	0.0%	1.7%	0.0%	8.5%	0.0%	0.0%	0.0%	0.0%	0.0%
CLS #	830	460	65	50	-	60	-	185	-	-	-	10	-
CLS %	3.4%	55.4%	7.8%	6.0%	0.0%	7.2%	0.0%	22.3%	0.0%	0.0%	0.0%	1.2%	0.0%
Utilization %	25.5%	25.93%	-4.44%	-0.94%	0.00%	-5.53%	0.00%	-13.81%	0.00%	0.00%	0.00%	-1.20%	0.00%
<b>Administrative Support</b>													
County #	69	2	-	-	-	-	-	59	2	6	-	-	-
County %	33.8%	2.9%	0.0%	0.0%	0.0%	0.0%	0.0%	85.5%	2.9%	8.7%	0.0%	0.0%	0.0%
CLS #	4,190	880	35	90	-	65	-	2,625	110	235	-	150	-
CLS %	17.3%	21.0%	0.8%	2.1%	0.0%	1.6%	0.0%	62.6%	2.6%	5.6%	0.0%	3.6%	0.0%
Utilization %	16.5%	-18.10%	-0.84%	-2.15%	0.00%	-1.55%	0.00%	22.86%	0.27%	3.09%	0.00%	-3.58%	0.00%
<b>Skilled Craft</b>													
County #	7	6	-	1	-	-	-	-	-	-	-	-	-
County %	3.4%	85.7%	0.0%	14.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
CLS #	5,360	4,300	140	300	-	50	30	470	-	50	-	10	10
CLS %	22.1%	80.2%	2.6%	5.6%	0.0%	0.9%	0.6%	8.8%	0.0%	0.9%	0.0%	0.2%	0.2%
Utilization %	-18.7%	5.49%	-2.61%	8.69%	0.00%	-0.93%	-0.56%	-8.77%	0.00%	-0.93%	0.00%	-0.19%	-0.19%
<b>Service Maintenance</b>													
County #	6	2	-	-	-	-	-	3	1	-	-	-	-
County %	2.9%	33.3%	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%	16.7%	0.0%	0.0%	0.0%	0.0%
CLS #	4,130	1,250	89	270	-	19	-	2,055	160	155	-	115	17
CLS %	17.1%	30.3%	2.2%	6.5%	0.0%	0.5%	0.0%	49.8%	3.9%	3.8%	0.0%	2.8%	0.4%
Utilization %	-14.1%	3.07%	-2.15%	-6.54%	0.00%	-0.46%	0.00%	0.24%	12.79%	-3.75%	0.00%	-2.78%	-0.41%
<b>County Totals</b>													
Total County #	204	85	3	4	-	1	-	100	3	8	-	-	-
Total County %	100.0%	41.7%	1.5%	2.0%	0.0%	0.5%	0.0%	49.0%	1.5%	3.9%	0.0%	0.0%	0.0%
Total CLS #	24,210	11,675	612	844	15	227	59	9,366	365	655	-	365	27
Total CLS %	100.0%	48.2%	2.5%	3.5%	0.1%	0.9%	0.2%	38.7%	1.5%	2.7%	0.0%	1.5%	0.1%
Utilization %	0.0%	-6.56%	-1.06%	-1.53%	-0.06%	-0.45%	-0.24%	10.33%	-0.04%	1.22%	0.00%	-1.51%	-0.11%

**CERTIFICATION**

**Grant Title:** VOCA Grant Program - Victim Assistance

**Grantee Name:** Jefferson County Commission

**Address:** 124 E. Washington Street  
Charles Town, WV 25414

**Contact Person:** Michelle Gordon, Finance Director  
Stephanie Grove, County Administrator

**Telephone #:** 304-724-8425

**Grant Number:** 16-VA-096

**CERTIFICATION of EEOP Report (EEOP on FILE)**

**Certification Statement:**

I, Michelle Gordon, Finance Director, certify that the Jefferson County Commission has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file in the Office of the Jefferson County Commission, 124 East Washington Street, Charles Town, WV 25414, for review or audit by officials of the cognizant State planning agency or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

---

Michelle Gordon, Finance Director  
Jefferson County Commission

05/10/2019

Date





# JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT  
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*Jane Tabb*

COMMISSIONER  
*Josh Compton*

COMMISSIONER  
*Ralph Lorenzetti*

COMMISSIONER  
*Caleb Wayne Hudson*

DATE: May 23, 2019  
TO: Honorable Commissioners  
Jefferson County, West Virginia  
FROM: Michelle Gordon, Finance Director  
RE: WVCorp Insurance Renewal FY2020

Attached is the renewal contract for the County's WVCORP Self Insurance Renewal for Liability (Property, Automobile, Liability, Volunteer Accident & Sickness, and Line of Duty Act) and Workers' Compensation for fiscal year 2019-2020.

For the FY2020 budget, a 2.2% increase (\$7,053) was included for Liability insurance based on historical trends, and a (4.7%) increase (\$14,057) was included for Workers' Compensation (WC) insurance based on historical trends. The County's WC experience rating decreased from 0.96 in FY18 to 0.83 in FY19 and remains the same at 0.83 for FY20. The renewal rate for Liability insurance is \$328,695 and is (0.3%) more than the projected budget for FY20 of \$327,642. This will result in the need for additional funding of \$1,053 for FY2020 for that line item. The FY2020 budgeted annual payroll (\$10.7 million) increased by \$308,000 over FY19's actual payroll (\$10.4 million). Because total payroll is fairly flat and the County's WC Experience rating remains the same at 0.83, a -9.1% decrease was received for the County's WC premium renewal. The renewal rate for WC is \$120,552 and is \$-26,095 (-17.8%) less than the estimated FY2020 budget of \$146,647.

Overall, total risk and workers' compensation insurance decreased by -0.9% or \$-3,932 from FY19 (\$453,179) to FY20 (\$449,247). As a result, net savings of \$25,042 (\$1,053 + (-26,095)) *will be realized* in FY2020. The County's WC premium is normally adjusted each year when the insurance provider audits the County's annual covered payroll. Because the budget includes 100% of payroll and does not allow for savings related to employee turnover, the County typically receives a refund of a portion of the premium paid. I estimate that the County will realize total savings for the *FY2020 budget of \$26,000-\$27,000.*

Description	FY18 Amount	FY19 Amount	FY20 Amount	FY19 to FY20 Inc/(Dec)	% Inc/(Dec)	FY20 Budget	Est %	Amount Over/(Under)	Over/(Under) Estimate %
Business Auto	85,744	86,554	86,050	(504)	-0.6%	88,458	2.2%	(2,408)	
Crime Exposure	950	950	950	-	0.0%	971	2.2%	(21)	
General Liability	128,700	131,942	133,682	1,740	1.3%	134,845	2.2%	(1,163)	
Increased Limits of Liability	19,793	19,913	35,322	15,409	77.4%	20,351	2.2%	14,971	
Inland Marine	2,789	3,826	4,868	1,042	27.2%	3,910	2.2%	958	
Public Officials Liability	40,115	41,872	32,291	(9,581)	-22.9%	42,793	2.2%	(10,502)	
PR-Boiler & Machinery	35,532	35,532	35,532	-	0.0%	36,314	2.2%	(782)	
Subtotal Bond Ins 226.000	313,623	320,589	328,695	8,106	2.5%	327,642	2.2%	1,053	0.3%
Workers' Comp 226.001	153,432	132,590	120,552	(12,038)	-9.1%	146,647	10.6%	(26,095)	-17.8%
Total WVCorp	467,055	453,179	449,247	(3,932)	-0.9%	474,289	4.7%	(25,042)	-5.3%

Description	FY18 Deductible	FY19 Deductible	FY20 Deductible	Description	FY18 Amount	FY19 Amount	FY20 Amount	Amount Inc/(Dec)	% Inc/(Dec)
Business Auto				W/C Experience Rating	0.96	0.83	0.83	-	0.0%
Liability	None	None	None	Covered Payroll	10,219,000	10,432,333	10,740,111	307,778	3.0%
Comprehensive	1,000	1,000	1,000	Total Building Values	30,538,100	30,538,100	30,538,100	-	0.0%
Collision	1,000	1,000	1,000	Total Contents Values	2,819,500	2,669,500	2,669,500	-	0.0%
Crime Exposure	250	250	250	Inland Marine Values	2,531,950	3,477,860	3,543,427	65,567	1.9%
General Liability	None	None	None	Computers/Electronic Data					
Cyber Risk	None	None	None	Processing Hardware	-	-	882,350	882,350	
Law Enforcement Liability	5,000	5,000	5,000	Auto Count	87	92	91	(1)	-1.1%
Increased Limits of Liability	None	None	None						
Public Officials Liability	5,000	5,000	5,000						
PR-Boiler & Machinery	1,000	1,000	1,000						
Property	5,000	5,000	5,000						
Computers	2,500	2,500	2,500						
Inland Marine	2,500	2,500	2,500						
Workers' Compensation	None	None	None						

County Administrator  
*Stephanie Grove*

Deputy County Administrator  
*Sandy Shusher McDonald*





## 2019 - 2020 Self Insurance Proposal

### Proposal for: Jefferson County Commission

For additional information, contact:  
Steve Rawlings  
1819 Electric Road, Suite C  
Roanoke, VA 24018  
Phone: (844) 986-2705

Presented: May 10, 2019

West Virginia Counties Group Self Insurance Risk Pool  
Package coverages, terms, conditions and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.



We provide the most extensive coverage and service at stable and extremely competitive pricing.

## Why WVCoRP?

### Member-Owned, Member Governed

West Virginia Counties Group Self-Insurance Risk Pool (WVCoRP) provides coverage and risk management expertise to local government entities throughout West Virginia. By pooling risks, members enjoy the benefits of cost savings, price stability and comprehensive coverages. Unlike a commercial carrier, WVCoRP is governed by a Supervisory Board that is comprised of pool members. As a member governed organization, WVCoRP knows and understands its members' needs and has a proven record of quickly responding to the changes in state laws and mandates



### Services and Resources Available

WVCoRP uses its expertise to custom design services to meet the specific needs of each member, including risk management consultations and on-site trainings.

- Online tools allow our members easy access to claim reporting, claims data, customized loss reports, Certificate of Insurance requests, and changes to Property, Inland Marine, and Auto schedules
- Cyber risk coverage provided at no charge
- Contract and lease review to ensure adequate coverage requirements and indemnification language
- Property valuations are completed on a rotating basis at no charge
- Live and recorded training webinars
- Case Management services provided by nursing professionals
- Medical Bill Review to ensure cost effective treatment for injured employees
- Nurse triage services available by trained professionals
- Defensive Driver Training with Enhanced On-Site Driving Simulator
- Onsite Law Enforcement Staff Training with continuing education credits





**Contribution Summary Form**

<b>Coverage</b>	<b>Deductible</b>	<b>Contribution</b>
<b>Property</b> : Special Form; Replacement Cost (or stated otherwise); No Coinsurance; Blanket	See Schedule	\$31,547
<b>Inland Marine</b> : Replacement Cost if Scheduled, otherwise Actual Cash Value	See Schedule	\$4,868
<b>Equipment Breakdown</b>	\$1,000	\$3,985
<b>General Liability</b> : \$1,000,000 Combined Single Limit; Occurrence Form; No Annual Aggregate; Non-Audited	None	\$133,682
<b>Law Enforcement Liability</b> : \$1,000,000 Limit	\$5,000	Included
<b>Public Officials Liability</b> : \$1,000,000 Limit Each Wrongful Act	\$5,000	\$32,291
<b>Automobile</b> : \$1,000,000 Liability for Owned Autos; Coverage Level per Schedule; Automatic Coverage for Additions; Non-Audited	See Schedule	\$86,050
<b>Crime</b> : Blanket \$250,000 Faithful Performance; In/Out Robbery; Counterfeit; Forgery; Computer Fraud; Telephone Toll Fraud \$25,000 sublimit	\$250	\$950
<b>Excess Liability</b> : Refer to the proposal page for limit information	None	\$35,322
<b>Workers' Compensation</b> :	None	\$120,552
<b>Grand Total Annual Contribution</b>		<b>\$449,247</b>

**Any additions or deletions made after the proposal and initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.**

*In order to be eligible for WVCoRP membership, the following coverages must be selected: Property (where applicable), General Liability, Business Auto (where applicable), and Crime. To be eligible for Workers' Compensation coverage, Property & Casualty must be in effect with WVCoRP.*

*Quarterly installment payment terms available for Workers' Compensation coverage only*



## Property

- WVCORP provides members with the most extensive property coverage available.
- Property coverage is Special Form specifically drafted for public entities; all perils are covered except those specifically excluded.

### Buildings and Contents

Total Building Values	\$ 30,538,100
Total Contents Values	\$ 2,669,500
Business Income / Extra Expense (\$100,000 Automatic or as scheduled)	\$ 0

### Coverage Includes: (no additional charge)\*

- Back-up of Sewers & Drains: \$1,000,000 Limit
- Debris Removal: \$20,000,000 Pool Limit
- Pollutant Clean-up and Removal: \$500,000 Pool Limit
- Newly Acquired Property: \$10,000,000 Limit (up to 120 Days)  
When timely reported, covered until renewal at no additional charge if under \$500,000 in value; additional charge for new values above \$500,000
- Property in Transit: \$5,000,000 Pool Limit
- Utility Services Time Element: \$2,000,000 Pool Limit
- Building Ordinance/Increased Cost of Construction/Demolition: up to \$20,000,000 Pool Limit
- Earthquake, Volcanic Eruption, Landslide, and Mine Subsidence: up to \$10,000,000 Pool Limit
- Flood (if outside the 100 year flood plain): up to \$10,000,000 Pool Limit
- Architect & Engineering fees for plans, specifications, and supervision included upon replacement
- Error in Reporting Provision
- Improvements and Betterments to buildings leased by the member
- Signs, fences, light poles, antenna, masts, and towers; retaining walls are covered within 1,000 feet of the premises provided their values are included in the schedule

*\*Does not apply to properties valued at Actual Cash Value (ACV)*

### Coverage Available (Additional Charge):

Builders' Risk during building construction (Optional - must be reported)

### Perils Covered

- Special Form; specifically drafted for local government; all perils are covered except those specifically excluded.
- Flood (if outside the 100 year flood plain) and Earthquake are included.

### Valuation

- Building & Contents – Replacement Cost, except vacant property at Actual Cash Value or stated otherwise
- Business Income - Actual Loss Sustained

### Other Terms

- Blanket Limit
- No Coinsurance
- Vacant Buildings must be reported.  
*If vacant building becomes occupied, please notify WVCORP to ensure proper coverage is in place.*

### Deductibles (Per Occurrence)

- \$5,000 Building & Contents
- \$25,000 Flood
- \$25,000 Earthquake

### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.
- **Vacant:** A building that does not contain adequate Covered Property to conduct customary business operations.



## Inland Marine

- Inland Marine is property coverage for movable or specialized types of property and equipment.
- Electronic Data Processing (EDP) covers direct physical loss to member-owned computer equipment, phone systems, fax machines, printers, and copiers.

### Inland Marine

Total Inland Marine Value (Per Schedule)	\$ 3,543,427
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### Computers / Electronic Data Processing (EDP)

Hardware (Per Schedule)	\$ 882,350
Software (Per Schedule)	\$ 0

### Perils Covered

- Special Form; specifically drafted for public entities; all perils are covered, except those specifically excluded.
- Electronic Data Processing (EDP) includes electrical and mechanical breakdown.

### Valuation

- Inland Marine – Replacement Cost if scheduled, otherwise Actual Cash Value except:
- Electronic Data Processing (EDP) - Functional Replacement Cost, if scheduled at 100% replacement values - otherwise Actual Cash Value.

### Deductible

See Schedule

### Definitions

- **Replacement Cost (RC):** The cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.
- **Functional Replacement Cost:** The cost of repairing or replacing damaged or stolen property with the same kind or quality; or comparable new property as of the time of loss; or applicable Limit of Coverage.

## Equipment Breakdown

- Equipment Breakdown is omprehensive coverage for direct damage to covered equipment. Examples of covered equipment include: air conditioning and refrigeration equipment, boilers and pressure vessels (air tanks, hot water tanks, cookers, furnaces), communication systems, and electrical equipment (compressors, fans, system motors).
- Coverage includes the expense of inspections and certification of boilers and air compressors as required by the Department of Labor and Industry

### Limits

- \$50,000,000 Limit Per Breakdown; includes Property Damage, Business Income and Extra Expense, and Hazardous Substances
- \$1,000,000 Newly Acquired Property (up to 90 Days)
- \$1,000,000 Demolition (Coverage B)
- \$1,000,000 Increased Cost of Construction (Coverage C)
- \$1,000,000 Service Interruption
- \$250,000 Spoilage Damage
- \$100,000 Electronic Data or Media Damage

### Covered Events

Property losses ranging from air conditioning equipment and HVAC systems to electrical equipment, including system motors, compressors, refrigeration equipment, fans, switchboards, coils, pipes and air conditioning vessels.

### Deductibles

- 24 Hours Business Income Loss
- \$1,000 Per Occurrence



## General Liability

- WVCoRP general liability coverage provides the broadest protection for public entities in West Virginia.
- WVCoRP coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available

### Basis of Contribution

Net Operating Expense	\$ 12,244,731
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### Limits

- \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage - Each Occurrence
- No Annual Aggregate

### Additional Coverages

- Failure to Supply (No Sublimit)
- Sidetrack Agreements including Railroads
- Contractual Liability for Covered Contracts
- Personal Injury and Advertising Liability
- Broad Form Property Damage Liability
- Incidental Medical Malpractice
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Products/Completed Operations
- Punitive Damages Covered in Most Cases
- Employee Benefits Liability

### Sublimits

- \$100,000 Fire Legal Liability - Real Property
- \$100,000 Care, Custody, and Control of Others' Property

### Deductible

None



## Law Enforcement Liability

- WVCoRP Law Enforcement Liability provides protection from allegations arising from law enforcement operations.

### Limit

- \$1,000,000 Personal Injury, Property Damage, or Wrongful Act – Per Occurrence

### Coverages

Follows Coverage Contract for Liability Coverage

### Additional Coverages

- Bodily Injury/Property Damage with respects to Law Enforcement operations
- Personal Injury Liability
- Broad Form Property Damage Liability
- Limited Worldwide Liability
- Owned Watercraft under 51 feet
- Volunteers included as covered persons (volunteer fire & rescue are excluded)
- Contractual Liability for covered contracts

### Deductible

- \$5,000 Per Occurrence



## Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.
- Defense costs are provided for certain excluded coverages

### Limits

- \$1,000,000 Each Wrongful Act
- \$1,000,000 Annual Aggregate

### Policy Form

Occurrence

### Coverages

- Employment Practices
- Sexual Harassment
- Notary Public applicable for all current employees while acting within the course and scope of their notarial duties of the Member
- Defense cost in addition to coverage limits

### Additional Provisions

- Claims handled when filed, not only if a lawsuit is filed

### \$100,000 Defense Limit provided for the following excluded coverages:

- Employment Wrongful Acts, when no monetary damages requested
- Land Use/Eminent Domain (subject to \$25,000 Deductible)
- Suits for non-monetary relief brought to remove an elected official pursuant to WV Code §6-6-7 (subject to \$25,000 Deductible)

### \$50,000 Defense Reimbursement Limit provided for the following excluded coverages:

- Criminal Acts (subject to a \$10,000 Deductible); see contract language for specific terms and conditions

### Deductible

- \$5,000 Per Occurrence
- \$25,000 Land Use/Eminent Domain

**\*Prior Acts Coverage included if prior coverage was written on claims-made basis.\***



## Automobile Liability and Physical Damage

- WVCoRP coverage includes hired and non-owned vehicles
- Automatic coverage for newly acquired vehicles at no additional charge until renewal.
- Excess limits available.

### Basis of Contribution

Number of Vehicles

91

### Liability

#### Limits

- \$1,000,000 Liability Limit For Owned and Hired Autos - Bodily Injury and Property Damage - Each Occurrence
- \$2,000 Medical Payments (Per Person)
- \$1,000,000 Non-Owned Auto Liability (excess over any other collectible insurance)
- \$1,000,000 Uninsured Motorist
- \$250,000 Underinsured Motorist
- No Annual Aggregate

#### Additional Coverages

- Out of State No Fault Coverage provided at the basic minimum limits required by state law
- Newly acquired vehicles covered until renewal at no additional charge
- Unlimited Physical Damage for all owned vehicles; deductible will apply
- Replacement cost coverage can be provided on any vehicle with a replacement cost value in excess of \$50,000
  - Must be reported at 100% of replacement cost value
  - Additional charge will apply

### Physical Damage

#### Deductibles

- \$1,000 Comprehensive (ACV)
- \$1,000 Collision (ACV)
- \$1,000 Hired Car Physical Damage Comprehensive (up to \$50,000)
- \$1,000 Hired Car Physical Damage Collision (up to \$50,000)

### Definitions

- **Replacement Cost (RC):** The Fund will pay the lesser of: (a) the cost of repairing damaged property or replacing damaged or stolen property with the same kind or quality; (b) the cost to replace the damaged or stolen property with comparable new property as of the time of loss; or (c) the Limit of Coverage applicable to the lost, damaged or stolen Covered Auto.
- **Actual Cash Value (ACV):** The cost to repair, rebuild, or replace lost or damaged property, at the time and place of the loss, with other property of comparable size, material and quality, less allowance for physical deterioration, depreciation, obsolescence, and depletion.

Please provide values for all vehicles you wish to have this coverage applied to effective 07/01/2019



## Crime Coverage

- Crime provides protection from loss of money and securities, as well as, forgery and fraud.
- State-required faithful performance bonds for covered persons are included.
- Coverage is for covered crimes committed by employees, board members, commission members and volunteers.

### Limit

- \$250,000 Per Occurrence

### Coverage Forms

- Employee Theft
- Employee Dishonesty (Faithful Performance Form)
- Loss Inside and Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery Coverage
- Computer Fraud
- Funds Transfer Fraud
- Telephone Toll Fraud subject to \$25,000 sublimit

### Public Officials Required Bond

Meets maximum listed Bond value for all public officials as outlined by West VA Code §6-2-10:

- \$200,000 per County Commissioner;
- \$50,000 per Circuit Court Clerk;
- Assessor - \$5,000;
- County Clerk - \$50,000;
- Surveyor of Lands - \$3,000;
- Sheriff - the aggregate amount of all state, county, district, school, municipal and other moneys which will probably come into his hands during any one year of his term of office, up to \$250,000;
- Deputy Sheriff - \$100,000

### Deductible

- \$250 Per Occurrence

## Excess Liability

### Limits

- Excess Automotive Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess General Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess Law Enforcement Liability
  - \$1,000,000 Limit
  - \$0 Excess Liability Aggregate
- Excess Public Officials Liability
  - \$1,000,000 Limit
  - \$1,000,000 Annual Aggregate

### Deductible

None



## Workers' Compensation

- WVCoRP provides the most affordable and responsive Workers' Compensation coverage available.
- WVCoRP provides leading medical bill review and case management services to ensure cost effective treatment and return to work for injured employees.
- Online claim reporting capability through our WVCoRP member website.

### Coverages

Workers' compensation coverage is provided in accordance with and limited to guidelines established by the Offices of the West Virginia Insurance Commissioner and Employers Liability.

### Employers' Liability

Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Per Person)	\$1,000,000
Bodily Injury by Disease (Per Accident)	\$1,000,000

Classification	Group	Code	Payroll	Rate (Per \$100 Payroll)	Contribution
Police Officers & Drivers		7720	\$2,622,145	\$3.35	\$87,841.86
Auto Service or Repair		8380	\$66,046	\$1.92	\$1,268.08
Clerical		8810	\$5,225,776	\$0.17	\$8,883.82
Attorney - All Employees		8820	\$1,283,102	\$0.11	\$1,411.41
Animal Control		8831	\$173,977	\$0.93	\$1,617.99
Building Operated by Owner		9015	\$614,911	\$2.62	\$16,110.67
Municipal Employees NOC		9410	\$754,154	\$2.81	\$21,191.73
<b>Total Payroll:</b>			<b>\$10,740,111</b>		

Manual Contribution	\$138,326.00
Experience Modification	0.83
Modified Contribution	\$114,810.58
Scheduled Debit/Credit	\$0.00
Regulatory Surcharge	1.05
<b>Total Estimated Annual Contribution</b>	<b>\$120,552</b>

**Workers' Compensation Coverage is available only if Property & Casualty coverage is in place through WVCoRP.**

The classifications and codes shown are established by the National Council on Compensation Insurance (NCCI) and are the same as those used by insurance companies in West Virginia.

Rates have been filed with the State Corporation Commission and are subject to approval.

Workers' Compensation Coverage Contribution is payable in equal quarterly installments.

Subject to Audit and Annual Adjustment



Jefferson County Commission

**ATTENTION**

Upon review, please sign/return to [sbrown@riskprograms.com](mailto:sbrown@riskprograms.com) to ensure prompt processing of documents, including invoice and certificates of coverage.

**2019 - 2020 Coverage Intent Form**

After careful consideration of your proposal, we accept your coverage program subject to the following selections or changes:

ACCEPTANCE:	
	<b>ACCEPT</b> - We accept all coverages as presented in this proposal.
	<b>MODIFY</b> - We wish to request the following changes:
	<b>REJECT</b> - We do not accept your proposal.

If additional quote options are provided herein, please indicate below if electing. Otherwise, coverage will be based upon current coverage as you do not wish to select option(s).

BILLING TERMS	
We wish to select the following billing terms shown below	
Coverages (if applicable):	
Property & Casualty	<input type="checkbox"/> Annual Payment - Due and payable in full within 30 days of receipt <input type="checkbox"/> Two Equal Installments - Due by July 1st and October 1st
Workers' Compensation	<input type="checkbox"/> Annual Payment - Due and payable in full within 30 days of receipt <input type="checkbox"/> Quarterly Installments
<i>Any additions or deletions made after the proposal and the initial billing effective up to and including July 1st will result in an endorsement and contribution adjustment.</i>	
<i>A late charge of 1% per month (12% per annum) will be assessed for contributions received 30 days after the due date.</i>	

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



## Jefferson County Commission

Coverage Term : 7/1/2019 - 7/1/2020

### BUILDINGS AND CONTENTS SCHEDULE

*Replacement Cost or Stated Otherwise*

Loc #	Bldg #	Bldg Description	Street Address	City	Bldg Value	Cts Value	Deductible	Builders Risk	Demo / Debris Removal Only	Agreed Value	Actual Cash Value
1	1	Communications Center	28 Industrial Blvd.	Kearneysville	\$4,400,000.00	\$243,000.00	\$5,000.00				
10	1	Mason Building	116 E. Washington Street	Charles Town	\$1,877,000.00	\$214,000.00	\$5,000.00				
11	1	Hunter House	124 E. Washington Street	Charles Town	\$792,000.00	\$94,000.00	\$5,000.00				
12	1	Hunter House Annex/Mailroom	104 South Samuel Street	Charles Town	\$159,400.00	\$10,000.00	\$5,000.00				
13	1	Courthouse	100-102 E. Washington Street	Charles Town	\$3,735,000.00	\$258,000.00	\$5,000.00				
14	1	Riggler Building	108-110-112 E. Washington Street	Charles Town	\$1,247,000.00	\$126,000.00	\$5,000.00				
15	1	Sheriff's Office	102 Industrial Blvd.	Kearneysville	\$2,645,000.00	\$272,000.00	\$5,000.00				
16	1	Lot 18 Maintenance Bldg 2	128 Industrial Blvd	Kearneysville	\$1,202,000.00	\$223,000.00	\$5,000.00				
17	1	Gray Building	120 George Street	Charles Town	\$1,100,000.00	\$200,000.00	\$5,000.00				
2	1	Sheriff's Office Substation	Blue Ridge School/Route 9	Charles Town	\$55,000.00	\$7,500.00	\$5,000.00				
3	1	Old Jail Annex	119 North George Street	Charles Town	\$2,640,000.00	\$234,000.00	\$5,000.00				
4	1	Health Center	1948 Wiltshire Road	Kearneysville	\$3,733,000.00	\$94,000.00	\$5,000.00				
5	1	Animal Shelter	161 Poor Farm Road	Kearneysville	\$295,000.00	\$34,000.00	\$5,000.00				
6	1	Caretakers Dwelling	County Farm-Leetown Rd	Leetown	\$204,900.00	\$0.00	\$5,000.00				
7	1	County Judicial Center	110 North George Street	Charles Town	\$5,456,000.00	\$576,000.00	\$5,000.00				
8	1	Assessor/Probation	102-106 E. Washington Street	Charles Town	\$800,000.00	\$83,000.00	\$5,000.00				
9	1	Smoot Building	114 E. Washington Street	Charles Town	\$196,800.00	\$1,000.00	\$5,000.00				
Totals			Count: 17		\$30,538,100.00	\$2,669,500.00					



## Jefferson County Commission

Coverage Term : 7/1/2019 - 7/1/2020

### INLAND MARINE SCHEDULE

Equipment Type	Department	Item Description	Serial Number	Value	Deductible
Electronic Data Hardware		Hunter House Server Room - Basement		\$227,350.00	\$2,500.00
Electronic Data Hardware		Blanket EDP Per Appraisal		\$655,000.00	\$2,500.00
Generators		Generator located behind Mason Bldg		\$57,855.00	\$2,500.00
Generators	Maintenance Department	Maint. Nitrogen Generator		\$5,000.00	\$2,500.00
Miscellaneous Equipment	911 Center	Audio Recorders		\$78,180.00	\$2,500.00
Miscellaneous Equipment	911 Center	CAD System		\$750,693.00	\$2,500.00
Miscellaneous Equipment	Global Science/ Assessor	Printers		\$11,371.00	\$2,500.00
Miscellaneous Equipment	Maintenance	2017 Bobcat	2215	\$31,715.00	\$2,500.00
Miscellaneous Equipment	Maintenance Department	Genie Equipment		\$15,000.00	\$2,500.00
Miscellaneous Equipment	Maintenance Department	Holland Tractor		\$15,000.00	\$2,500.00
Miscellaneous Equipment	Sheriff	(2) E-Z-Go 2000 Yamaha Golf Carts		\$10,000.00	\$2,500.00
Miscellaneous Equipment	Sheriff	License Plate Readers		\$118,830.00	\$2,500.00
Mobile Equipment	Sheriff	2007 Polaris Sportsman ATV500	8301	\$7,500.00	\$2,500.00
Mobile Equipment	Sheriff	2007 Polaris Sportsman ATV500	6948	\$7,500.00	\$2,500.00
Mobile Equipment	Sheriff	2012 Polaris	4921	\$11,931.00	\$2,500.00
Mobile Equipment	Sheriff	2011 Polaris ATV	4050	\$12,600.00	\$2,500.00
Telephone System	911 Center	Phone & Radio System		\$1,040,464.00	\$2,500.00
Telephone System	Non-911 Phone System	VOIP System		\$369,500.00	\$2,500.00
Trailers		Thule Cargo Pro Riderville Cycle	7982	\$7,800.00	\$2,500.00
Trailers	JCHSEM	2012 Carry On Trailer	7035	\$6,000.00	\$2,500.00
Trailers	JCHSEM	2011 Utility Trailer	9731	\$12,950.00	\$2,500.00
Trailers	Maintenance	2012 Moritz F Series	3397	\$5,000.00	\$2,500.00
Trailers	Maintenance Department	2005 Mid Atlantic Trailer	7894	\$30,000.00	\$2,500.00
Trailers	Sheriff	2010 Trailer	2207	\$10,000.00	\$2,500.00
Voting Machines	Elections	Pollbook Equipment		\$94,083.00	\$2,500.00
Voting Machines	Elections	ExpressVote Tabulation Sys & equip		\$834,455.00	\$2,500.00
Totals		Count: 26		\$4,425,777.00	



## Jefferson County Commission

Coverage Term : 7/1/2019 - 7/1/2020

### BUSINESS AUTO SCHEDULE

Vehicle #	Dept	Year	Make	Model	VIn	Repl. Cost Value	Comp Ded	Coll Ded
	Sheriff	2002	Ford	Crown Victoria	5072	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2004	Ford	CVPI	3605	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Ford	CVPI	3208	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Interceptor	6245	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Interceptor	6246	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Interceptor	6247	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Interceptor	6248	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Jeep	Cherokee	3332	\$0.00	\$1,000.00	\$1,000.00
	Assessor's Office	2019	Ford	Escape SE	1720	\$0.00	\$1,000.00	\$1,000.00
	DPZE	2019	Ford	Escape SE	1721	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2019	Ford	Police Utility	5372	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	1992	Ford	Truck	9097	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2001	Ford	Crown Victoria	3744	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2001	Ford	Crown Victoria	4156	\$0.00	\$1,000.00	\$1,000.00
	Addressing	2001	Jeep	Cherokee Sport	1330	\$0.00	\$1,000.00	\$1,000.00
	Assessment	2002	Jeep	Liberty	2558	\$0.00	\$1,000.00	\$1,000.00
	Assessment	2003	Jeep	Liberty	5830	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2004	Dodge	Dakota	2034	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Chevrolet	Trailblazer	1270	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Dodge	Durango	0752	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Ford	Crown Victoria	5377	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2005	Ford	Escape	6995	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Ford	Explorer	5593	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2005	Ford	Explorer	6536	\$0.00	\$1,000.00	\$1,000.00
	E-911	2006	Dodge	Durango	8943	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2006	Ford	Explorer XLS	8134	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2006	Ford	F-250 XL	3361	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2006	Jeep	Cherokee	4901	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2008	Ford	Crown Vic	4932	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2008	Ford	Crown Victoria	4372	\$0.00	\$1,000.00	\$1,000.00
	Assessment	2008	Ford	Escape XLS	7970	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2008	Ford	Explorer	6432	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2008	Ford	Explorer	7785	\$0.00	\$1,000.00	\$1,000.00
	Animal Control	2008	Ford	Ranger	3624	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2009	Ford	Crown Victoria	9448	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2009	Ford	Crown Victoria	9449	\$0.00	\$1,000.00	\$1,000.00
	Assessment	2009	Ford	Escape	9995	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2009	Ford	Expedition	0882	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2009	Ford	Ranger	3168	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2010	Ford	Explorer	5546	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2011	Can-Am	Spyder	0254	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2011	Dodge	Dakota	1368	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2011	Dodge	Dakota	1369	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2011	Ford	Crown Vic	9488	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2011	Ford	F350	8636	\$0.00	\$1,000.00	\$1,000.00
	Engineering	2011	Ford	Focus	0563	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2012	Dodge	Charger	2009	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2012	Dodge	Charger	2010	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2012	Dodge	Charger	2011	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2012	Dodge	Charger	6138	\$0.00	\$1,000.00	\$1,000.00
	Animal Control	2012	GMC	Canyon	9225	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Chevrolet	Equinox	3370	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Ford	Police Sedan	4898	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Ford	Police Sedan	4899	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2013	Ford	Police Utility	1382	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	Utility	0316	\$0.00	\$1,000.00	\$1,000.00

	Sheriff	2014	Ford	Utility	0317	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	Utility	0318	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	Utility	0319	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Ford	Utility	0320	\$0.00	\$1,000.00	\$1,000.00
	Assessor	2014	Jeep	Patriot	9625	\$0.00	\$1,000.00	\$1,000.00
	Assessor	2014	Jeep	Patriot	9626	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2014	Jeep	Patriot	3139	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	6361	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	6362	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	6363	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	7436	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2016	Ford	Explorer	7437	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	1447	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	3188	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	3189	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	3190	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	5932	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	8399	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	Ford	Explorer	8400	\$0.00	\$1,000.00	\$1,000.00
	Maintenance	2017	Ford	Transit	9434	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2017	GMC	Van	6112	\$0.00	\$1,000.00	\$1,000.00
	Assessor	2017	Jeep	Cherokee Laredo	7873	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Dodge	Ram 1500	4866	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Explorer	1046	\$0.00	\$1,000.00	\$1,000.00
	Sheriff	2018	Ford	Explorer	1047	\$0.00	\$1,000.00	\$1,000.00
	Animal Control	2018	GMC	Truck	1663	\$0.00	\$1,000.00	\$1,000.00
	Assessor	2018	Jeep	Cherokee	9499	\$0.00	\$1,000.00	\$1,000.00
0	Sheriff	2000	Ford	Van	2991	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2002	Jeep	Liberty	0249	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2003	Jeep	Liberty	6721	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2006	Ford	Explorer	4156	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2006	Ford	Explorer XLS	4155	\$0.00	\$1,000.00	\$1,000.00
DPZE	Engineering	2012	Jeep	Patriot SP	7454	\$0.00	\$1,000.00	\$1,000.00
JCHSEM	Security	2001	Jeep	Cherokee	2447	\$0.00	\$1,000.00	\$1,000.00
JCHSEM	Security	2011	Ford	Expedition	9048	\$0.00	\$1,000.00	\$1,000.00
Totals			Count: 91			\$0.00		



Jefferson County, West Virginia  
 Department of Financial Management  
 Budget Revision for Fiscal Year Ending June 30, 2019  
 Internal Budget Revision  
 IBR # FY19 4

**Narrative:**

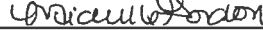
Internal Budget revisions for FY19 to cover PO 52255 that was not paid in FY18 and carried into FY19.

Budget Line No.	Account Name	Approved Budget	Requested Additions	Requested Reduction	Revised Budget
001712.410300	Comm Ctr - Salaries & Wages	1,172,467		33,830	1,138,637
001712.421600	Comm Ctr - Maint/Rep Equip	90,842	33,830		124,672
	<b>Comm Ctr Total</b>		<b>33,830</b>	<b>33,830</b>	
					-
<b>Totals</b>		1,263,309	33,830	33,830	1,263,309

Requested by: Michelle Gordon/ Finance Director

Approved by:(department head/elected): see Attached emails

Date:

Reviewed by:  Date: 05/23/2019

Michelle Gordon/ Finance Director

Date Submitted to County Commission: 5/30/2019

Date Approved:

Authorizing Signature:

## Michelle Gordon

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**From:** Michelle Gordon  
**Sent:** Thursday, May 23, 2019 10:24 AM  
**To:** Jeffrey A. Polczynski  
**Cc:** Elizabeth A. Dutko; Vivian Fields  
**Subject:** Budget Revision

Hi Jeff,

Per our discussion, please submit Motorola Invoice 8230153333 for \$33,830.52 for payment to close PO 52255. I will submit a budget revision for approval on 5/30 so that additional invoices for FY2019 can be paid.

*Michelle Gordon*

**Finance Director, Jefferson County**

Jefferson County Commission

124 East Washington Street

PO Box 250

Charles Town, WV 25414

O: 304.724.8425

F: 304.725.7916

[mgordon@jeffersoncountywv.org](mailto:mgordon@jeffersoncountywv.org)

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

## Michelle Gordon

---

**From:** Jeffrey Polczynski  
**Sent:** Monday, May 20, 2019 3:28 PM  
**To:** andresgael.hernandezluna@motorolasolutions.com; djt763@motorolasolutions.com  
**Cc:** Vivian Fields; Elizabeth A. Dutko; Michelle Gordon  
**Subject:** Jefferson County Invoice 8230153333  
**Attachments:** Jeff (00000002).pdf; Motorola contract invoice 10 01 2017 to 09 30 2018.pdf

Agata Onuszko,

I am calling to straighten out an issue we have with invoice 8230153333. Motorola shows this transaction dated in December 2017 for subtotal of \$33,830.52 with added tax of 2,029.83 for a total of \$35,860.35. Per Andres, Motorola shows that the County paid this invoice including the tax (even though we are tax exempt) and the transaction is closed. Motorola is also showing an invoice for \$33,830.52 still pending for the same service period and same services.

I've attached both invoices. The document titled (Jeff) is what Andres sent to me. The second one is the invoice that I had. Per Andres, it appears that the 33830.52 needs to be cancelled and a refund of \$2029.83 credited to Jefferson County.

Thank you for your attention in this matter.

Jeff

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**Jeffrey A. Polczynski**, ENP  
**Director of Communications**  
Jefferson County Emergency Communications Center  
28 Industrial Boulevard  
Kearneysville, WV 25430

jpoczynski@jeffersoncountywv.org  
C: 304-279-1823  
O: 304-728-2100 x2221  
F: 304-725-5436



Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

## ORIGINAL INVOICE

Transaction Number 8230153333	Transaction Date 05-DEC-2017	Total <b>33,830.52 USD</b>			
P.O. Number	P.O. Date	Customer Account No 1011117472			
Payment Terms Net Due in 20 Days		Payment Due Date 25-DEC-2017			
<p>Visit our website at <a href="http://www.motorolasolutions.com">www.motorolasolutions.com</a></p> <p><b>Bill To Address</b></p> <p>JEFFERSON COUNTY COMMISSION ATTN: Accounts Payable 28 INDUSTRIAL BLVD STE 100 KEARNEYSVILLE WV 25430 United States</p>					
<p><b>IMPORTANT INFORMATION</b></p> <table style="width: 100%;"> <tr> <td style="width: 33%;">Motorola Annual Maintenance Agreement</td> <td style="width: 33%;">Invoiced From 01-OCT-2017 Invoiced To 30-SEP-2018</td> <td style="width: 34%;">For all invoice payment inquiries contact MAGDALENA WITCZAK (PWGR83@motorolasolutions.com) Telephone: +1(631)729-2491 Fax: +1(631)883-4238</td> </tr> </table> <p>Sales Order(s): USC00005783-R16-SEP17</p> <p><b>SPECIAL INSTRUCTIONS / COMMENTS</b> General Comment: Regular Invoice</p>			Motorola Annual Maintenance Agreement	Invoiced From 01-OCT-2017 Invoiced To 30-SEP-2018	For all invoice payment inquiries contact MAGDALENA WITCZAK (PWGR83@motorolasolutions.com) Telephone: +1(631)729-2491 Fax: +1(631)883-4238
Motorola Annual Maintenance Agreement	Invoiced From 01-OCT-2017 Invoiced To 30-SEP-2018	For all invoice payment inquiries contact MAGDALENA WITCZAK (PWGR83@motorolasolutions.com) Telephone: +1(631)729-2491 Fax: +1(631)883-4238			
Total Tax    WV    2,029.83		USD Subtotal <b>33,830.52</b>			
		USD Total Tax <b>33,830.52</b>			
		USD Total <b>33,830.52</b>			
		USD Amount <b>33,830.52</b>			
		USD Due			

Jefferson County Emergency Communications

Pay from Account 12 02 216

X

Please Detach Here and Return the Bottom Portion With Your Payment

Transaction Number 8230153333			Customer Account No 1011117472			Payment Due Date 25-DEC-2017			Transaction Total <b>33,830.62 USD</b>			Amount Paid		
<p>Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.</p> <p>JEFFERSON COUNTY COMMISSION ATTN: Accounts Payable 28 INDUSTRIAL BLVD STE 100 KEARNEYSVILLE WV 25430 United States</p>									<p>Send Payments To:</p> <p><b>MOTOROLA SOLUTIONS</b></p> <p>Motorola Solutions, Inc. 13104 Collections Center Drive Chicago IL 60693 United States</p>			<p>Wire Transfer Details</p> <p>CHICAGO Fed Routing Code: 026009593 SWIFT: BOFAUS3N Bank Account No: 3756318819</p>		
DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED														



# THE COUNTY COMMISSION OF JEFFERSON COUNTY

Charles Town, West Virginia 25414

## REQUISITION

No. 52255

VENDOR:

Motorola Solutions  
500 West Monroe  
Chicago, IL 60661

Fed ID: 36-1115800

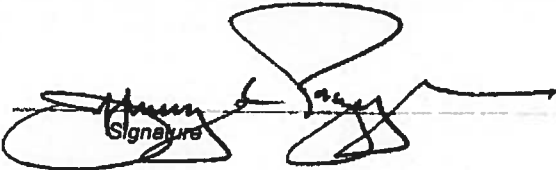
DELIVER TO:

JC Emergency  
Communications  
28 Industrial Blvd.  
Kearneysville, WV  
25430

QUANTITY	DESCRIPTION - BUDGET LINE - ITEM NUMBER	PRICE	UNIT	AMOUNT
	Motorola Annual Maintenance Agreement 10/01/2017 to 09/30/2018 Contract # 8230153333 - 10 MCC7500 Consoles & Equip - Radio site equipment - Emergency onsite response repair & preventative mtnc			\$ 33,830.52
				\$ 33,830.52
001-712-02.216-000-PS-911				

1. ENTER NAME AND MAILING ADDRESS OF VENDOR IN SPACE PROVIDED
2. PROVIDE MAILING AND/OR SHIPPING ADDRESS. ITEMS THAT ARE SHIPPED MUST HAVE STREET ADDRESS.
3. PROVIDE A DESCRIPTION OF ITEMS(S) BEING REQUESTED.
4. INCLUDE BUDGET LINE-ITEM NUMBER TO BE CHARGED FOR EACH ITEM.
5. SIGN AND FORWARD TO COUNTY COMMISSION. UPON APPROVAL, A COUNTER-SIGNED COPY WILL BE RETURNED FOR YOUR RECORDS.

THE ITEMS REQUESTED ABOVE ARE NECESSARY AND FOR THE EXCLUSIVE USE OF THIS DEPARTMENT.

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

PURCHASE OF THE ABOVE REQUESTED ITEMS APPROVED. FUNDS HAVE BEEN ENCUMBERED.

Signature

Date



# ORIGINAL INVOICE

**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
**Federal Tax ID: 36-1115800**

<b>Transaction Number</b> 8230153333	<b>Transaction Date</b> 05-DEC-2017	<b>Total</b> <b>35,860.35 USD</b>	
<b>P.O. Number</b>		<b>P.O. Date</b>	<b>Customer Account No</b> 1011117472
<b>Payment Terms</b> Net Due in 20 Days			<b>Payment Due Date</b> 25-DEC-2017

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

**Bill To Address**

JEFFERSON COUNTY COMMISSION  
 ATTN: Accounts Payable  
 28 INDUSTRIAL BLVD STE 100  
 KEARNEYSVILLE WV 25430  
 United States

**IMPORTANT INFORMATION**

**Invoiced From**  
01-OCT-2017  
**Invoiced To**  
30-SEP-2018

**For all invoice payment inquiries contact**  
 MAGDALENA WITCZAK  
 (PWGR63@motorolasolutions.com)  
 Telephone: +1(631)729-2491  
 Fax: +1(631)883-4238

**Sales Order(s):** USC000005783-R16-SEP17

**SPECIAL INSTRUCTIONS / COMMENTS**

**General Comment:** Regular Invoice

Total Tax	WV	2,029.83	<b>USD Subtotal</b>	<b>33,830.52</b>
			<b>USD Total Tax</b>	<b>2,029.83</b>
			<b>USD Total</b>	<b>35,860.35</b>
			<b>USD Amount Due</b>	<b>35,860.35</b>

Please Detach Here and Return the Bottom Portion With Your Payment

<b>Transaction Number</b> 8230153333			<b>Customer Account No</b> 1011117472			<b>Payment Due Date</b> 25-DEC-2017			<b>Payment Coupon</b>		
						<b>Transaction Total</b> <b>35,860.35 USD</b>			<b>Amount Paid</b>		

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

JEFFERSON COUNTY COMMISSION  
 ATTN: Accounts Payable  
 28 INDUSTRIAL BLVD STE 100  
 KEARNEYSVILLE WV 25430  
 United States

Send Payments To:



**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.  
 13104 Collections Center Drive  
 Chicago IL 60693  
 United States

Wire Transfer Details

CHICAGO  
 Fed Routing Code: 026009593  
 SWIFT: BOFAUS3N  
 Bank Account No: 3756319819

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Nathan Cochran, Assistant Prosecuting Attorney**

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **May 30, 2019**

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

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

Subject (*Wording to be placed on agenda*):

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

1. Discussion of renewal of County cable franchise agreement and related issues. Discussion/Action.
2. Discussion of Jefferson County Circuit Court Civil Action #18-P-132. Discussion/Action.
3. Discussion of EEOC Charge #533-2018-01557. Discussion/Action.
4. Discussion of Jefferson County Circuit Court Civil Action #18-C-171. Discussion/Action.
5. Discussion of EEOC Charge #533-2017-00706. Discussion/Action.
6. Discussion of and communication with FEMA regarding potential resolution. U.S. District Court (Northern District) Civil Action #3:18-CV-122. Discussion/Action.
7. Discussion of Jefferson County Circuit Court Civil Action #17-C-282. Discussion/Action.
8. Discussion of U.S. District Court (Northern District) Civil Action #3:16-CV-00074. Discussion/Action.

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address:

Phone Number:

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

not applicable



## Sandra McDonald

---

**From:** WebmastervJCC <webmaster@jeffersoncountywv.org>  
**Sent:** Wednesday, May 15, 2019 10:40 AM  
**To:** JCCInfo  
**Subject:** Jefferson County Commission, WV: Website Form Notification

A new entry to a form/survey has been submitted.

**Form Name:** County Commission Contact  
**Date & Time:** 05/15/2019 10:40 AM  
**Response #:** 886  
**Submitter ID:** 3920  
**IP address:** 73.12.81.240  
**Time to complete:** 1 min. , 34 sec.

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### Survey Details

#### Page 1

**1. Name**

Shelley Murphy

**2. Email**

shelleyviola@gmail.com

**3. Questions or Concerns**

Good morning. I hope all of you are well and in good spirits. I am very concerned about the Boyd Carter Cemetery and the disturbance it is going through by Rockwool and now through the Lucas-Goens Cemetery on the side of St. Paul's Church. I have deep roots in Jefferson County with relatives buried all the way back to Nickolas Roper. My first trip to Jefferson County was in 1998. It was a welcoming community and I was happy to see where my ancestors hailed from. I have met numerous individuals and still have family in the area.

I am not sure how and what your rulings are on the cemetery but a permit was approved for this gas line to disturb the cemetery. I know each of you have family members buried in Jefferson County. My question to you is asking you why there is no concern about these burial grounds? Is it because you think the African American Community will not speak up? Are we back to Jim Crow laws? This is not a good reflection on a county who banks a lot on the history and tourism. There is no regard for burial grounds. Now I ask, why would I want to do business there.

What if this was EdgeHill Cemetery and a pipeline was coming through there? How would you react? (I have folks in there as well and would do the same thing) You are elected to govern but to also make policies and preserve. There are a lot of history in this county, but now your message to the African Americans that you do not care about them or their burial grounds. They have no voice. You are not listening which is unfortunate. Please do not allow this to continue that you only preserve the White burial grounds and history. The people of color with roots in Jefferson County helped to build Jefferson County to what it is.

I am asking for you to stop this action immediately. Listen to us (the advocates, descendants, etc.) and realize that this land is special. Listen to the research that has been done. The boundaries have changed, question who changed them. Tell

Rockwool to go dig somewhere else. And tell the community why there was no community input on this action. People will remember what you stand for by the way you vote and they will make decisions on who they vote for. Be supportive of all, not just a few.

I appreciate your time. If you have questions-please feel free to give me a call at [REDACTED]

**4. Would you like to receive email notifications from Jefferson County?**

Yes

Thank you,  
**Jefferson County Commission, WV**

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**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**

## Sandra McDonald

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**From:** jimt <jimt222@yahoo.com>  
**Sent:** Tuesday, May 21, 2019 8:09 AM  
**To:** JCCInfo  
**Cc:** Stephanie Grove; Sandra McDonald  
**Subject:** Comcast franchise renewal

Attention: Ms Stephanie Grove  
County of Jefferson, WV Administrator

Re: Comcast Franchise Renewal

Dear Ms. Grove,

As a member of the Lake Forest Estates community, I respectfully request that as a condition of continuance of the Comcast cable franchise in Jefferson County, that Comcast agree to immediately expand their cable franchise access further south along Mission Road beyond their current service terminus at John Brown Farm Rd.

This should include the communities of Lake Forest Estates, and Riverside.

This expansion will greatly contribute to the improvement of high-speed Internet access and in cable television access in an area that has been see considerable growth over the last five years, and that continues to grow.

As a member of the Board of Directors of the Lake Forest Estates Property Owners Association, I can assure you that this request reflects the wishes of a substantial majority of Lake Forest Estates homeowners.

Thank you for your attention to this request.

Sincerely,

James Tyson, Jr.  
52 Watoga Court  
Harpers Ferry, WV 25425

## Sandra McDonald

---

**From:** Angel R. Colon <arcinwv@gmail.com>  
**Sent:** Monday, May 20, 2019 9:20 AM  
**To:** JCCInfo  
**Cc:** Arc Colon  
**Subject:** Comcast Franchise Renewal

Ms Stephanie Grove  
County Administrator  
Jefferson County Commission

Ref: Comcast Franchise Renewal

The Lake Forest Estates community would respectfully request that consideration be given as a condition of continuance of the Comcast cable franchise in Jefferson County that Comcast expand their cable franchise access further south off Mission Road beyond its current access that stops at John Brown Farm Rd. This should include the community of Lake Forest Estates and Riverside.

This will greatly contribute to the improvement of high speed Internet access in an area that has been seeing considerable growth over the last five years.

Respectfully,  
Lake Forest Estates  
HOA Board  
President Dave Schrum  
[vendav07@gmail.com](mailto:vendav07@gmail.com)  
[lfehoa@gmail.com](mailto:lfehoa@gmail.com)

**Sandra McDonald**

---

**From:** Barbara Corey <bcorey48@gmail.com>  
**Sent:** Monday, May 20, 2019 9:43 AM  
**To:** JCCInfo  
**Subject:** Comcast Franchise Renewal in Jefferson County

Ms Stephanie Grove  
County Administrator  
Jefferson County Commission

Ref: Comcast Franchise Renewal

The Lake Forest Estates community would respectfully request that consideration be given as a condition of continuance of the Comcast cable franchise in Jefferson County that Comcast expand their cable franchise access further south off Mission Road beyond its current access that stops at John Brown Farm Rd. This should include the community of Lake Forest Estates and Riverside.

This will greatly contribute to the improvement of high speed Internet access in an area that has been seeing considerable growth over the last five years.

Respectfully,

**Barbara Corey**  


## Sandra McDonald

---

**From:** Ev Ehrlich <ehrllich@evehrlich.net>  
**Sent:** Monday, May 20, 2019 9:54 AM  
**To:** JCCInfo  
**Subject:** Comcast renewal

Dear Ms. Grove:

It is my understanding that Comcast's franchise agreement will expire this month, and the County Commission is collecting community input concerning a possible franchise renewal.

I write as a resident of The Lake Forest Estates community. While our development is growing, as is the entire area south of John Brown Farm Road along Mission road, extending all the way to Riverside, Comcast is yet to consider seriously expanding their cable provision to our communities.

This greatly reduces our quality of life. The service we now have from frontier is slow and intermittent, and limits those of us who work from home or otherwise use broadband services. Competition is sorely needed to produce improvements. We need your help to negotiate terms on which Comcast would expand south and offer consumers there a choice, now that there is enough residential density to support an extended local loop.

I urge you to make this expansion a condition for renewing Comcast's franchise agreement.

Many thanks for your attention.


Ev Ehrlich  
621 Multnomah Lane  
HF 25425

## Sandra McDonald

---

**From:** Dave Peet <deftechdp@gmail.com>  
**Sent:** Monday, May 20, 2019 10:16 AM  
**To:** JCCInfo  
**Subject:** Re Comcast franchise renewal

I live in Lake Forest Estates off Mission Road. I would like to request that Comcast be required to extend their service beyond John Brown Farm Road as part of their franchise renewal to include our neighborhood and Riverside neighborhoods. That would greatly help in finally getting true high-speed Internet to these growing areas.

Thank you,  
David Peet  
100 Watoga Ct  
Harpers Ferry, WV  


## Sandra McDonald


---

**From:** Barb Peet <bpeet@just-vacations.com>  
**Sent:** Monday, May 20, 2019 10:44 AM  
**To:** JCCInfo  
**Subject:** Comcast Mission Road Access

Hi,

It has come to my attention that the Comcast contract is up for review. Our development is wired with Fiber Optics cabin (thank you original developer), but we connect into horribly slow Frontier service. I understand that Comcast is now available to residents from Charles Town Pike out to John Browns Farm Road. I live on Watoga Court, in Lake Forest Estates. I would love to have a choice of internet providers. We had Comcast service when we lived in PA. While not ideal, once Comcast came into our community and listened to the residents, our speeds picked up dramatically and service issues were isolated. I would like the board to consider expanding the coverage area of Comcast to include all of the Mission Road residents and the access points off of Mission, all the way to the end of Mission Road.

If you have any questions, or concerns, please feel free to contact me.

Sincerely,  
Barb Peet  
100 Watoga Ct.  
Harpers Ferry, WV 25425  


## Sandra McDonald

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**From:** Venette Schrum <veenett07@gmail.com>  
**Sent:** Tuesday, May 21, 2019 2:12 AM  
**To:** JCCInfo  
**Subject:** Comcast at Lake Forest Estates

Ms Stephanie Grove  
County Administrator  
Jefferson County Commission

Ref: Comcast Franchise Renewal

The Lake Forest Estates community would respectfully request that consideration be given as a condition of continuance of the Comcast cable franchise in Jefferson County that Comcast expand their cable franchise access further south off Mission Road beyond its current access that stops at John Brown Farm Rd. This should include the community of Lake Forest Estates and Riverside.

This will greatly contribute to the improvement of high speed Internet access in an area that has been seeing considerable growth over the last five years.

Respectfully,

## Sandra McDonald

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**From:** Gavin Perry <gavarch@gmail.com>  
**Sent:** Monday, May 20, 2019 11:14 AM  
**Subject:** Fwd: Air Pollution and Non Communicable Diseases  
**Attachments:** Air Pollution and Noncommunicable Diseases-CHEST Feb. 2019.pdf

The extract below is from an official publication of the American College of Chest Physicians' CHEST Journal. See the attachment for the complete articles with references and sources

*Air pollution poses a great environmental risk to health. **Outdoor fine particulate matter (particulate matter with an aerodynamic diameter < 2.5 µm) exposure is the fifth leading risk factor for death in the world, accounting for 4.2 million deaths and > 103 million disability-adjusted life years lost according to the Global Burden of Disease Report. The World Health Organization attributes 3.8 million additional deaths to indoor air pollution.** Air pollution can harm acutely, usually manifested by respiratory or cardiac symptoms, as well as chronically, potentially affecting every organ in the body. It can cause, complicate, or exacerbate many adverse health conditions. Tissue damage may result directly from pollutant toxicity because fine and ultrafine particles can gain access to organs, or indirectly through systemic inflammatory processes. Susceptibility is partly under genetic and epigenetic regulation. Although air pollution affects people of all regions, ages, and social groups, it is likely to cause greater illness in those with heavy exposure and greater susceptibility. Persons are more vulnerable to air pollution if they have other illnesses or less social support. Harmful effects occur on a continuum of dosage and even at levels below air quality standards previously considered to be safe.*