

**JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL-JUNE 2021
THURSDAY, MAY 20, 2021
6:00 P.M.**

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

*****This meeting will NOT be a LIVE broadcast on our website. Instead, it will be accessible live through GoToWebinar. Invites will be posted on Facebook and email alerts.***

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- May 6, 2021 - Regular Meeting

APPROVAL OF REQUISITIONS

- May 20, 2021

APPROVAL OF ACCOUNTS PAYABLE

- May 13, 2021
- May 20, 2021

APPROVAL OF MANUAL CHECKS

- May 14, 2021
- May 21, 2021

APPROVAL OF PAYROLL

- May 13, 2021

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PRESENTATIONS

- 1. 6:05 p.m. County Commissioner vacancy - Interviews and Appointment - Discussion/Action**
- 2. 7:00 p.m. Oath of Office for newly appointed Commissioner**
County Commission Organization
 - a. Selection of President**
 - b. Selection of Vice President**
 - c. Vacant Committee Assignments**
- 3. 7:15 p.m. Angie Banks, Assessor**
- Request Commission signatures on the Certificate of Oaths for the Real Estate & Personal Property Books - Discussion/Action
- 4. 7:20 p.m. Sheriff Thomas H. Hansen**
- PRO Grant/Agreement - Discussion/Action
- Bailiff Employment - Discussion/Action
- Unclaimed Property - Discussion/Action
- COPS Hiring Grant - Discussion/Action
- MOU with USDA for Harpers Ferry Job Corps - Discussion/Action
- Fix A Pit Grant Award Acceptance - Discussion/Action
- 5. 7:35 p.m. Michelle Gordon, Finance Director and Stephanie Grove, County Administrator**
- Review and Approval of the Hartford Short Term Disability Proposal Options for FY022 - Discussion/Action
- Review and Approval of the Hartford Long Term Disability Proposal Options for FY022 - Discussion/Action
- Review and Approval of the Donated Leave Policy 218, effective 07/01/2021 - Discussion/Action
- Review and Approval of Health and Welfare Benefits Policy 220, effective 07/01/2021 - Discussion/Action
- Review and Approval of Employee Policies and Procedures Acknowledgment Form, effective 05/20/2021 - Discussion/Action
- 6. 7:50 p.m. Dennis Jarvis, II, Jefferson County Development Authority**
- Additional Compensation for JCDA staff - Discussion/Action

7. 8:00 p.m. Nathan Cochran, Assistant Prosecuting Attorney
1. Report by counsel as previously assigned by Commission: creation of Jefferson County Fire Board, Jefferson County Emergency Ambulance Service Board, and organization of Jefferson County Emergency Services Agency; including potential structure, financial issues and matters related thereto - Discussion/Action
 2. Discussion of legal issues regarding proposed solar text amendment including bonding and related matters - Discussion/Action
 3. Discussion of Jefferson County Civil Action No.'s 2021-C-33 through 37 - Discussion/Action
 4. Discussion of issues regarding impact fees and proffers - Discussion/Action
 5. Discussion of Jefferson County Civil Action No.'s 2021-C-46 through 50 - Discussion/Action

NEW BUSINESS

8. Jefferson County Emergency Services Agency - Board Director Member Misconduct - Discussion/Action (TJ)

PUBLIC COMMENT

***You may participate in public comment during the virtual meeting by raising your hand. Please submit comments via email to Info@jeffersoncountywv.org. Your comments will be included in the minutes and agenda correspondence. Please include your name.*

COUNTY ADMINISTRATOR REPORTS

- Discuss Ambulance Fee Collections Plan - Discussion/Action
- State of West Virginia - Legislative Citation - Recognizing County Officials and Personnel as Essential Workers.
- American Rescue Plan Overview - Schedule public hearing - Discussion/Action

COUNTY COMMISSION REPORTS

9. **ADJOURN**

CORRESPONDENCE/INFORMATION

Public Hearing June 3, 2021 at 1:30 p.m. - Jefferson Orchard (Miller) Zoning Map Amendment.

Email correspondence received from Nance Briscoe regarding Solar Amendment.

Email correspondence received from Gary Devoe regarding ATVs.

Email correspondence received from Kathy Clowe regarding rezoning of 242 acres in Kearneysville.

Correspondence received from the West Virginia Department of Agriculture regarding ADP Entitlements.

Minutes for the March 12, 2021 meeting received from the Harpers Ferry/Bolivar PSD.

At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.

Minutes

Jefferson County Commission

Thursday, May 6, 2021

A meeting of the Jefferson County Commission was held on Thursday, May 6, 2021 during the second quarterly session at 9:30 a.m. The meeting was held both in person and via GoToWebinar. Present were Commissioners Steve Stolipher, President, Caleb Hudson, Tricia Jackson, and Jane Tabb. Also present were Stephanie Grove, County Administrator and Sandy McDonald, Deputy County Administrator (The archived meeting of the Thursday, May 6, 2021 meeting is available on the Jefferson County Commission website.)

PLEDGE OF ALLEGIANCE

Commissioner Stolipher led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Stolipher to approve the minutes for the April 12, 2021 Public Hearing on the Zoning Text Amendment for Solar Energy Facilities with noted corrections. Motion seconded and unanimously approved.

Motion by Mr. Stolipher to approve the minutes for the April 15, 2021 Regular Meeting as presented. Motion seconded and unanimously approved.

Motion by Mr. Stolipher to approve the minutes for the April 20, 2021 Lay the Levy as presented. Motion seconded and unanimously approved.

Motion by Mr. Stolipher to approve the minutes for the April 28, 2021 Public Hearing on the repeal of the Jefferson County ATV Ordinance with noted correction. Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Mr. Stolipher to approve the Requisitions for May 6, 2021 in the amount of \$43,057.00 to include Requisition No. 21051, 21054, and 21055. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK#		VENDOR NAME	AMOUNT
84633		CAPITAL ELECTRIC	\$ 431.14
84634		RICE TIRES CO	\$ 340.30
84635	GS/004	JEFFERSON CO GENERAL SCHOOL	\$ 26,999.50
TOTAL			\$ 27,770.94

Motion by Mr. Stolipher to approve the Accounts Payable for April 22, 2021 in the amount of \$27,770.94. Motion seconded and unanimously approved.

CHECK#		VENDOR NAME	AMOUNT
84637		AHA-ARTS & HUMANITIES ALLIANCE	513.11
84638		BUREAU OF CHILD SUPPORT	502.16
84639		CITY OF CHARLES TOWN	98.00
84640		COLONIAL LIFE	143.52
84641		COMPTROLLER OF MARYLAND	2,585.17
84642		DELTA DENTAL OF WV	6,828.01
84643		DODSON SEPTIC SERVICE LLC	265.00
84644		DOUGLAS H FLETCHER	114.00
84645		DR. ROBERT E JONES III	1,000.00
84646		EFTPS IRS TAXES	102,739.77
84647		EMPOWER RETIREMENT	5,397.27
84648		ESI ELECTRONIC SYSTEMS INC	821.04
84649		EVELYN STEPHENSON	2,573.80
84650		FEDEX	534.01
84651		FRANKLIN & PROKOPIK P.C.	2,790.00
84652		GUTTMAN OIL CO	7,993.23
84653		HIGHMARK WV	205,710.20
84654		HOPE THOMPSON	433.79
84655		JAMES P HAYDEN	2,482.98
84656		JEFFERSON COUNTY HISTORIC LANDMARKS COMMISSION	759.79
84657		JEFFERSON CO CONVENTION AND VISITORS BUREAU	12,827.77
84658		JEFFERSON CO CONVENTION AND VISITORS BUREAU	5,965.03
84659		JEFF CO PARKS & RECREATION COMMISSION	36,553.84
84660		JEFFERSON SECURITY BANK	4,409.00
84661		KAREN OLDEN	2,100.66
84662		LANGUAGE LINE SERVICES	277.66
84663		MILLENIUM INSURANCE GROUP	900.00

84664	MOTOROLA SOLUTIONS INC	122.50
84665	NATIONAL VISION ADMIN.	1,770.90
84666	NATIONWIDE RETIREMENT SOLUTIONS	834.00
84667	PERRY & ASSOCIATES CPA'S	30,900.00
84668	PRIORITY DISPATCH	1,750.00
84669	ROGER GOODWIN	16.14
84670	STATE TAX DEPARTMENT	868.13
84671	TOWN OF BOLIVAR	6,215.03
84672	TYLER TECHNOLOGIES	31,097.71
84673	WV ASSOCIATION OF CIRCUIT CLERK	225.00
84674	WV BUREAU OF EMPLOYMENT UNEMPLOYMENT COMP. DIV.	6,906.76
84675	WV DEPUTY SHERIFF RETIREMENT SYSTEM	16,242.31
84676	WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	46,072.46
84677	WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	166.49
84678	WV STATE TAX DEPARTMENT	50,696.22
84679	XEROX CORPORATION	367.62
TOTAL		601,570.08

Motion by Mr. Stolipher to approve the Accounts Payable for April 29, 2021 in the amount of \$601,570.08. Motion seconded and unanimously approved.

CHECK#	VENDOR NAME	AMOUNT
84681	AMERICAN FAMILY LIFE INSURANCE COMPANY ICU	\$ 4,559.52
84682	ED HANNON	\$ 13.95
84683	FEDEX	\$ 130.80
84684	GUTTMAN OIL CO	\$ 4,010.34
84685	OLD CHARLES TOWN LIBRARY	\$ 1,500.00
84686	SEN COMMUNICATIONS LLC	\$ 3,379.00
84687	SHI INTERNAIONAL CORP	\$ 3,207.05
84688	THE HARTFORD	\$ 3,542.20
84689	TRAVIS STELY	\$ 121.80
84690	XEROX CORPORATION	\$ 1,272.34
TOTAL		\$ 21,737.00

Motion by Mr. Stolipher to approve the Accounts Payable for May 6, 2021 in the amount of \$21,737.00. Motion seconded and unanimously approved.

APPROVAL OF MANUAL CHECKS

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
527	CS/2	EASTRIDGE HEALTH SYSTEM		\$ 1,100.00
732	HD/8	ATTENTI		\$ 2,457.60
733	HD/8	REDWOOD TOXICOLOGY LABS		\$ 55.00
734	HD/8	SHERIFF OF JEFFERSON CO		\$ 795.31
878	AV/56	MILLERS SUPPLIES AT WORK		\$ 1,403.00
879	AV/56	MILLERS SUPPLIES AT WORK		\$ 60.24
TOTAL				\$ 5,871.15

Motion by Mr. Stolipher to approve the Manual Checks for April 30, 2021 in the amount of \$5,871.15. Motion seconded and unanimously approved.

MANUAL CHECKS				
Check#	Fund	VENDOR		Amount
880	AV/56	MARSHALL & SWIFT BOECKH LLC		\$ 2,056.15
881	AV/56	SEGRA		\$ 1,241.24
TOTAL				\$ 3,297.39

Motion by Mr. Stolipher to approve the Manual Checks for May 7, 2021 in the amount of \$3,297.39. Motion seconded and unanimously approved.

PAYROLL APPROVAL

Motion by Mr. Stolipher to approve the Payroll for April 15, 2021 in the amount of \$264,605.81. Motion seconded and unanimously approved.

Motion by Mr. Stolipher to approve the Payroll for April 29, 2021 in the amount of \$286,513.36. Motion seconded and unanimously approved.

PRESENTATIONS

1. Angie Banks, Assessor – requested approval of employment.

- **Motion by Mr. Stolipher to approve the employment of Megan Hite as a full-time clerk in the Assessor’s Office at a Grade II with a salary of \$33,000.00, effective**

Monday, May 10, 2021. Motion seconded and unanimously approved.

2. Bob Trainor, Mayor, City of Charles Town – requested a discussion of the Social Services Coordinator position. No decisions were made during this discussion; however, it was the consensus that Michelle Gordon, County Finance Director, would work with the City of Charles Town to discuss funding
3. Michelle Gordon, Finance Director
 - a. Review and Approval of FY2021 State Budget Revision 5 for the General County Fund
 - **Motion by Mr. Stolipher to accept FY21 State Budget Revision 5 for the General County Fund. Motion seconded and unanimously approved.**
 - b. Review and Approval of FY2021 State Budget Revision 2 for the Coal Severance Fund
 - **Motion by Mr. Stolipher to accept FY21 State Budget Revision 2 for the Coal Severance Fund. Motion seconded and unanimously approved.**
 - c. Review of Hartford Group Life and Voluntary Life Insurance Renewal for FY2022 and FY2023
 - **Motion by Mr. Stolipher to accept the life insurance plan renewal from The Hartford Business Insurance. Motion seconded and unanimously approved.**
4. Interviews and Appointment to the Jefferson County Development Authority – one three-year term for Citizen Representative ending April 5, 2024
 - **Motion by Ms. Jackson to nominate and appoint Sean Fiego to the Jefferson County Development Authority as a Citizen Representative for a three-year term ending April 5, 2024. Motion seconded and unanimously approved.**
5. Jeffrey A. Polczynski, ENP – Director of Communications
 - a. Request Approvals of Promotion to Supervising Public Safety Dispatcher
 - **Motion by Ms. Jackson to approve the promotional appointment of Ms. Kathryn King from Public Safety Dispatcher to Supervising Public Safety Dispatcher within the Emergency Communications Center. Motion seconded and unanimously approved.**

b. Advisement of Shift Schedule and Training Pay Changes

- **Motion by Ms. Jackson to approve the ECC request to change its shift scheduled to a “7-12” schedule. Motion seconded and unanimously approved.**
- **Motion by Ms. Jackson to approve the training pay modification in the ECC to \$2.00 per hour for any individual providing active training as a certified Communications Training Officer. Motion seconded and unanimously approved.**

6. Nathan Cochran, Assistant Prosecuting Attorney

- a. Report by counsel as previously assigned by Commission: creation of Jefferson County Fire Board, Jefferson County Emergency Ambulance Service Board, and organization of Jefferson County Emergency Services Agency; including potential structure, financial issues and matters related thereto
 - b. Discussion of legal issues regarding proposed solar text amendment including bonding and related matters
 - c. Discussion of possible agreement with the City of Ranson regarding storage of extra PPE items and related matters
 - d. Discussion of Jefferson County Civil Action No.’s 2021-C-33 through 37
 - e. Discussion of issues regarding impact fees and proffers
 - f. Discussion of WV Human Rights Commission docket number EREP-49-21
 - g. Discussion of Jefferson County Civil Action No.’s 2021-C-46 through 50
- **Motion by Mr. Stolipher to enter into Executive Session to receive legal advice regarding items a, b, c, d, f, and g. Motion seconded and unanimously approved.**
 - **Motion by Ms. Jackson to come out of Executive Session. Motion seconded and unanimously approved.**
 - **Motion by Ms. Jackson to authorize staff to explore and develop a plan to improve ambulance service in Jefferson County and allow staff to seek assistance from outside**

consultants to help devise this plan, if necessary. Motion seconded and unanimously approved.

UNFINISHED BUSINESS

7. Proclamation – Law Enforcement Appreciation Week
 - **Motion by Ms. Jackson to approve the Proclamation for Law Enforcement Appreciation Week. Motion seconded and unanimously approved.**
8. Discuss Article 147 – Charles Town Utility Board 147.023 (a) – Board of Directors voting member and 147.02(a)(5) D – Liaison non-voting member
 - **Motion by Mr. Hudson to recommend to the City of Charles Town that the County Commissioner appointed to the Charles Town Utility Board be a voting member of the Board while the citizen representative serve as a non-voting member. Motion seconded and unanimously approved.**

PUBLIC COMMENT

Public comment was made by the following: Christine Marshall and Anastasia Tabb.

COUNTY ADMINISTRATOR REPORTS

- Legislative Updates
- Revised Agenda Policy – Ms. Grove stated she updated the County Agenda Policy to state that if a department head or elected official were to come before the Commission with a funding request, that request must be reviewed by the Finance Director prior to discussion/action by the Commission. Ms. Grove also updated the policy to state that the agenda would be available by close of business the Monday prior to the scheduled meeting.
 - **Motion by Mr. Stolipher to approve the updates to the agenda policy as presented. Motion seconded and passes on a vote of 3-1 with Commissioner Tabb opposing.**
 - **Motion by Ms. Tabb to amend Mr. Stolipher’s motion to include Public Comment at the beginning of the agenda instead of the foot of the agenda. Motion seconded but fails on a vote of 2-2 with Commissioners Stolipher and Jackson opposing.**
- Approval of Bills
 - **Motion by Mr. Stolipher to appoint Commissioner Jackson to complete the approval of bills for the remainder of 2021. Motion seconded and unanimously approved.**

- Discuss Ambulance Fee Collections Plan – Ms. Grove stated she would present this item during the May 20, 2021 regularly scheduled County Commission meeting.
9. There being no further business, a motion by Mr. Stolipher was made to adjourn at 11:48 am. Motion was seconded and unanimously approved.

Steve Stolipher, PRESIDENT

Respectfully submitted
Jessica Carroll
Executive Administrative Assistant

REQUISITIONS TO BE APPROVED

May 20, 2021

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
IT/DATA PROCESSING	21052	\$ 12,696.03	DELL	Computers for 911 Project
	21053	\$ 16,231.64	AMAZON	Monitors for 911 Project
GRAND TOTAL		\$ 28,927.67		

Requisitions



- Back
- Add
- Excel
- Mass Allocate
- Duplicate
- Custom Interface
- Notes
- Actions/ Approvers
- Release
- Activate
- My Approvals
- Attach

Requisition: 2021/21052

Released, Russell Burgess, 04/26/2021

Total Cost: \$12,696.03

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* 2021 Requisition Number* 21052 Created Date* 04/26/2021

Type (N) NORMAL

Department* (428) IT DATA PROCESSING ... View

Purchase order

Commodity ... View

Review

Description Monitor and Computer Project for 911

Needed by

Buyer

PO Expiration

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required
- by

Items (1)

Add Item

Line	Description	Qty	Unit Price	Line Total	GL Account
1	18 Dell OptiPlex 3080 Small Form Factor Monitors f	1.00	\$12,696.03000	\$12,696.03	E (001428-435400) COMPUTER HARDWARE

Notifications (1) Save Cancel

Requisitions



- Back
- Add
- Excel
- Mass Allocate
- Duplicate
- Custom Interface
- Notes
- Actions/ Approvers
- Release
- Activate
- My Approvals
- Attach

Requisition: 2021/21053

Released, Russell Burgess, 04/26/2021

Total Cost: \$16,231.64

Requisition

Vendor Quotes (0) General Notes (0)

Fiscal Year* 2021 Requisition Number* 21053 Created Date* 04/26/2021

Type (N) NORMAL

Department* (428) IT DATA PROCESSING ... View

Purchase order

Commodity ... View

Review

Description Monitor and Computer Project for 911

Needed by

Buyer ...

PO Expiration

- Project Accounts Applied
- Notify Originator When Converted or Rejected
- Notify Originator of Overages
- Receive by Amount
- Three Way Match Required
- Inspection Required
- by ...

Items (1)

Add Item

Line	Description	Qty	Unit Price	Line Total	GL Account
1	55 inch SamSung Curved Monitors 24 inch Dell Monit	1.00	\$16,231.64000	\$16,231.64	E (246992-445900-00024) CAPITAL OUTLAY-EQUIPMENT

Notifications (1) Save Cancel

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$395,496.57		\$395,496.57
6.2% Tax Payable OASDI	\$23,408.17		\$23,408.17
1.45% Tax Payable HI	\$5,474.47		\$5,474.47
Fed Withholding	\$34,133.16		\$34,133.16
WV State Withholding	\$16,070.86		\$16,070.86
PERS Retirement Deduct 4.5%	\$9,565.43		\$9,565.43
PERS Retirement Deduct 6%	\$5,265.98		\$5,265.98
Hosp. Pre-Taxed	\$15,495.00		\$15,495.00
Cancer/ICU Pre-Taxed	\$586.74		\$586.74
Cancer/ICU Not Pre-Taxed	\$933.10		\$933.10
Optional Life Not Pre Taxed	\$1,763.79		\$1,763.79
Christmas Club	\$4,409.00		\$4,409.00
Wage Attach #1	\$502.16		\$502.16
Wage Attach #2	\$822.22		\$822.22
Wage Attach #3			\$0.00
DSRS Retirement Deduct 8.5%	\$6,599.27		\$6,599.27
457 - Nationwide	\$834.00		\$834.00
457I - Empower	\$4,623.60		\$4,623.60
457R - Roth	\$775.00		\$775.00
MD State Tax	\$858.18		\$858.18
D/VF	\$1,863.34		\$1,863.34
VA State Tax	\$141.57		\$141.57
Colonial(Plus)	\$47.84		\$47.84
Uniforms			\$0.00
Total Deductions	\$134,172.88	\$0.00	\$134,172.88
Net Wages Total	\$261,323.69	\$0.00	\$261,323.69
Payroll Date	May 13, 2021		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 20, 2021**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interviews for Jefferson County Commissioner Vacancy – Charles Town District – 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 **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

NOTICE

Applications being accepted for County Commissioner

The Jefferson County Commission is accepting applications to fill the vacancy of County Commissioner of Jefferson County, West Virginia.

The term of the person appointed by the County Commission will be determined at a later date.

Candidate must have been registered as a Republican on or before March 2, 2021 and reside in Jefferson County.

There will be an open interview process which will include interviews conducted in a public setting, and the names of the applicants will be revealed to the public during the process.

This position has a starting salary set by stature with a fringe benefit package including health insurance.

Resumes may be mailed to the Jefferson County Commission office at P.O. Box 250, Charles Town, WV 25414, attn: Sandy McDonald, Deputy County Administrator. Resumes may also be emailed to sandy@jeffersoncountywv.org or delivered in person to 124 E. Washington Street, Charles Town, WV by Friday, May 14, 2021 until 5:00 p.m.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 20, 2021**

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

Date Requested – 2nd Choice:

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

- **County Commission Organization - Selection of President & Vice President – Discussion/Action**
- **Boards/Commissions Assignments for Newly Appointed Commissioner – 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 **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

**Assignment to Boards,
Commissions & Organizations
Calendar Year 2021**

<i>Organization</i>	<i>Commissioner 2021</i>
Approval of Bills	
Board of Health	Hudson
Charles Town Utility Board Liaison	Hudson
Building Repair & Security Courthouse Committee	Hudson
Community Corrections Committee- Day Report Center	Jackson
Development Authority	Stolipher
E-911 Council	
Extension Service	Tabb
Farmland Protection Board	Tabb
Jefferson County Convention & Visitors Bureau	Stolipher
Jefferson County Emergency Services Agency / Fire & Rescue	Jackson/Compton
Historic Landmarks Commission	Hudson
Homeland Security/LEPC	Jackson
Legislative Liaison	County Admin.
MPO Interstate Council	Stolipher
Eastern Panhandle Transportation Authority (EPTA)	Tabb
Parks and Recreation	
Planning Commission	Stolipher
Region 9	Stolipher
Solid Waste Authority	
Water Advisory Committee	Tabb
Workforce Investment Act Liaison	Jackson

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angie Banks, Assessor

Department or Organization: **Assessor's Office**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 20, 2021**

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

Date Requested – 2nd Choice: [Click here to enter text.](#)

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

Request Commission signatures on the Certificate of Oaths for the Real Estate & Personal Property Books - 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.](#)

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Sheriff Thomas H. Hansen

Department or Organization: **Sheriff's Office**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice next meeting

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): PRO Grant/Agreement
Bailiff Employment
Unclaimed Property
Discussion/Action COPS Hiring Grant
MOU with USDA for Harpers Ferry Job Corps
Fix A Pit Grant Award Acceptance

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

It is time for the renewal of the PRO Grant with the State and the Contract Agreement with the Board of Education. The PRO grant provides \$15,000 from the State for the placement of a deputy in a County high school. The agreement is the standard contract we have entered in to every year with the school for the placement of the PRO into Jefferson High School. It was reviewed by legal counsel at its inception. Additional funding from the BOE in the amount of \$40,000 is also provided for this position. The County takes care of the remainder. A copy of the grant and agreement are attached for your review.

There are currently 2 part-time Bailiff vacancies. The Sheriff would like to hire Thomas Jones to be added to the list of those available to be called on to fill part-time hours.

Occasionally, the Sheriff's Office conducts a review of the Unclaimed Property list. A recent review found 15 items available to be claimed for Elected Officials or County Departments. A part of this process requires that we have a Resolution signed by the Commission designating Sheriff to claim these funds. The funds and any communication come to the Commission's address with a list to credit to the appropriate elected or department. The value of funds is unknown.

The COPS Hiring Grant is available for application online. I would like to apply for 3 positions through this grant. I am seeking funding for the matching portions and permission to apply online for the grant, digitally signing on your behalf. This is a 3 year grant with a 12 month required retention period past the ending of federal funding. The match gradually increases each year and is typically, year 1 - 25%, year 2 - 50%, and year 3 - 75%.

The Jefferson County Sheriff's Office and Commission enters in to an annual memorandum of understanding with the USDA for Harpers Ferry Job Corps approving law enforcement to enter the facility and interact with the students in both positive ways and at times related to criminal activities.

Jefferson County Animal Control has been awarded a reimbursement grant for 50% of the cost to spay/neuter pit bulls. The remaining 50% is paid out of their budget. No funding is needed for this match as it is already in their budget.

Is this a funding request? Y/N

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*):

I move to approve the submission of the PRO grant and authorize the President to sign the grant documents.

I move to approve the PRO BOE Agreement and authorize the President to sign.

I move to approve the unclaimed property resolution and authorize the President to sign.

I move to approve the application for 3 deputy positions for the COPS Hiring Grant and authorize the Sheriff's Office to sign electronically on behalf of the Commission.

I move to approve the MOU with the USDA for Harpers Ferry Job Corps and authorize the president to sign the agreement.

I move to accept the "Fix a Pit" grant award and authorize the President to sign the grant documents.

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: thansen@jeffersoncountywv.org

Phone Number: 304-728-3205

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Prevention Resource Officer (PRO)

Certification of Entry Level Salary & Benefits

(Must be included with all PRO Applications)

PRO positions will be reimbursed at annual entry-level salary & benefits not to exceed **\$28,000**. Grantees must certify what entry level is for all participating departments.

Participating Department: Jefferson County Sheriff's Office

	ASSIGNED PREVENTION RESOURCE OFFICER: YEARLY	BASIC ENTRY LEVEL OFFICER: YEARLY
SALARY:	\$ 73000	\$ 43876
BENEFITS:		
FICA	\$ 4526	\$ 2721
Workers Compensation	\$ 1500	\$ 1500
Retirement	\$ 8760	\$ 5302
Unemployment	\$	\$
Insurance:		
Health:	\$ 20462	\$ 10161
Life	\$	\$
Death	\$	\$
Dental	\$	\$
Eye	\$	\$
Other:	\$	\$
OTHER: Please list: (No clothing allowance)	\$	\$
OTHER: Please list (No clothing allowance)	\$	\$
TOTAL SALARY & BENEFITS	\$ 108248	\$ 63560

I hereby certify that the above information is true and correct.

Signature: _____
Authorized Official, Sheriff or Chief

Date: 5/20/2021



**West Virginia State Police
701 Jefferson Road
South Charleston, West Virginia 25309-1698
Uniform Crime Reporting/NCIC/N-DEX
1033/1122 Military Program**

**Colonel Jan Cahill
Superintendent**

TO: Sheriff Thomas H. Hansen
FROM: West Virginia State Police Uniform Crime Reporting
DATE: May 13, 2021
RE: Incident Based Reporting

This will serve as verification that the JEFFERSON COUNTY SHERIFF'S OFFICE is current in submitting Incident Base Reporting (IBR) information to the West Virginia State Police as of the date shown above.

A handwritten signature in black ink that reads "Marilla Amburgey".

Marilla Amburgey

UCR/WVSP CI Reports/SOR & CAR

NCIC/NDEX/1033&1122 Program

Supervisor/SPOC/Coordinator

Integrity Fairness Respect Honesty Courage Compassion

www.wvsp.gov

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 077414548

ENTITY [REDACTED] JEFFERSON, COUNTY OF	Status: Active
DUNS: 077414548 +4:	CAGE Code: 5GQ64 DoDAAC:
Expiration Date: 02/05/2022	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 100 E WASHINGTON ST City: CHARLES TOWN ZIP Code: 25414-1072	State/Province: WEST VIRGINIA Country: UNITED STATES

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: <u>Jefferson County Commission</u>	DUNS Number: <u>07744548</u>	
Address: <u>PO Box 270, Charlestown WV 25419</u>		
Grant Title: <u>PRO Grant</u>	Grant Number:	Award Amount: <u>15,000</u>
Name and Title of Contact Person: <u>Deborah Lowe Project Director</u>		
Telephone Number: <u>304 728 3205</u>	E-Mail Address: <u>d.lowe@jeffersoncountywv.org</u>	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees. Recipient is an Indian tribe Recipient is a medical institution.
 Recipient is a nonprofit organization. Recipient is an educational institution. Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
certify that Jefferson County Commission [recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.
I further certify that Jefferson County Commission [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

5/20/2021

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

WEST VIRGINIA DIVISION OF JUSTICE & COMMUNITY SERVICES
FEDERAL STANDARD CONDITIONS & ASSURANCES

All correspondence to DJCS, which is required and/or occurs as a result or action of any of the following Standard Conditions and Assurances, or as a result of the administration of any DJCS grant program, should be mailed to the following address:

West Virginia Division of Justice & Community Services
1124 Smith Street-Suite 3100
Charleston, West Virginia 25301-1323

43. CONSULTANT RATES:

Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by DJCS and DOJ is applicable prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.

44. FRAUD, WASTE & ABUSE:

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

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector

General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the
OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division,
950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to:
oig.hotline@usdoj.gov; and/or (3)
the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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

45. USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:

Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

46. LIMITED ENGLISH PROFICIENCY:

Title VI's prohibition of national origin discrimination includes discrimination against individual who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

47. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:

Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

48. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:

Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs

§200.501(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

1.) If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to DJCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

49. CONFIDENTIALITY OF RESEARCH INFORMATION:

Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).

50. OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:

Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.

51. CENTRAL CONTRACTOR REGISTRATION:

Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to DJCS with application for funding

52. DATA UNIVERSAL NUMBERING SYSTEM:

Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to DJCS with application for funding

53. BIDDING PROCEDURES:

Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.

54. COMPLIANCE WITH FEDERAL PROCEDURES:

- a. Part 11, Applicability of Office of Management and Budget Circulars.
- b. Part 18, Administrative Review Procedures.
- c. Part 20, Criminal Justice Information Systems.
- d. Part 22, Confidentiality of Identifiable Research and Statistical Information.
- e. Part 23, Criminal Intelligence Systems Operating Policies.
- f. Part 30, Intergovernmental Review of Department of Justice Programs and Activities
- g. Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures

55. ADDITIONAL REGULATIONS AND PROCEDURES:

In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines

- a. National Environmental Policy Act of 1969 (NEPA)
- b. National Historic Preservation Act of 1966
- c. Flood Disaster Protection Act of 1973.
- d. Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
- e. Control Act Amendments of 1972.
- f. Safe Drinking Water Act.
- g. Endangered Species Act of 1973.
- h. Wild and Scenic Rivers Act.
- i. Fish and Wildlife Coordination Act.
- j. Historical and Archaeological Data Preservation
- k. Coastal Zone Management Act of 1979.
- l. Animal Welfare Act of 1970.
- m. Impoundment Control Act of 1974.

n Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
o Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
p Death in Custody Act of 2000.



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019

Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

- 1. LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement basis" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
- 2. LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.
- 3. RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
- 4. COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by

letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

5. **OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.
6. **SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
 - Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
 - 60 or more days late in submitting reports;
 - Failure to submit reports;
 - High Risk Grantee as determined by the JCS High Risk Assessment; or
 - Any other cause shown.
7. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
 - Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.

8. **ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.
9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if grant funds or match are being utilized.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and

irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other

documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, all determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

36. **COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
37. **USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
 - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
38. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
39. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEO Plan) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
40. **VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency

have in place a mechanism ensuring that veterans are given consideration in the hiring process.

41. **IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
42. **POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.
43. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/qjxdm.

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: _____

Authorized Official Signature: _____

Date: 5/20/2021

JAG Application Checklist

Applicant: Jefferson County Commission

**Amount
Requested:**

15,000

- General Administrative Information – Page 1
 - Applicant Information Complete
 - Type of Agency is Marked
 - Project Director Information Complete
 - Fiscal Officer Information Complete
 - Amount Requested is Complete
 - Local Funds Committed
 - Number of Years Previously Funded is Provided
 - Estimated Number to be Served is Provided
 - Geographic Area to be Served is Provided
 - Total Population for Geographic Area Provided
 - DUNS and FEIN Numbers are Provided
 - Project Title is Provided
 - Project Description is Provided
 - Authorized Official Information is Complete – with ORIGINAL Signature

- Budget Information – Pages 2 - 4
 - Budget Summary (Complete with Applicant Name and FEIN Number)
 - Funding Strategy Complete
 - Budget Detail Provided (including proper match detail)
 - Budget Justification Provided (Detailed w/match included & labeled)
 - Math on all Budget Pages is Correct (including Match info)

- Project Narrative – Page 5

Narrative addresses all minimum information contained within the grant application instructions section – including, but not limited to (and in this order):

 - Problem Statement
 - Program Description and/or Solution to the Problem
 - Program Assessment/Evaluation
 - Strategic Plan for Project

- Goals and Objectives – Page 6

At least one goal and at least one objective for each goal is required for each program requesting funding. An activity, an outcome measure, and an implementation schedule are required for each objective.

- Collaboration Participants – Page 7
 - List of Members Provided
 - Contact Information for all Participants

- Hiring Procedures and Job Descriptions – Page 8
Hiring procedures, job descriptions, and applicable resumes are provided for each position requesting personnel funding. (Resumes not required for law enforcement)

- Attachments A through D
 - Operational Budget and 3-year Plan
 - Plan of Sustainability
 - Other Required Program Information
 - Current Task Force MOU included for all TF applications
 - Law Enforcement Entry Level Salary Certifications for all Law Enforcement positions requested (must have ORIGINAL signature from either Chief of Police or Sheriff)
 - Prevention Resource Officer Board of Education Agreement
 - Memo of IBR Compliance from WVSP (required for ALL participating entities)

 - Active CCR (SAM) Documentation

 - Standard and Special Conditions – ORIGINAL signature of the Authorized Official MUST be provided.

 - Application falls under PRO, Task Force, or New Innovative Program Abstract**

FY 2021 West Virginia Justice Assistance Grant Program Application Forms

*****The JAG application has adopted a format which bases all applications on specific program types/abstracts. All units of state or local government are eligible to apply, providing that their program/application falls under one of the Abstracts included in the application packet.***



**West Virginia Justice Assistance
Grant Program Application**

**General Administrative Information
Page 1**

<u>Applicant Agency:</u> Jefferson County Commission Address: PO Box 250 Charles Town WV 25414 Phone: 304-728-3205 Fax Number: 304-728-3299	<u>Type of Agency:</u> <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Municipality
---	--

<u>Project Director:</u> Deborah Lowe PD Title: Grant Manager Address: 102 Industrial Blvd Kearneysville WV 25430 Phone: 304-728-3369 Fax: 304-728-3299 Email: dlowe@jeffersoncountywv.org	<u>Fiscal Officer:</u> Michelle Gordon FO Title: Finance Director Address: PO Box 250 Charles Town WV 25414 Phone: 304-724-8425 Fax: 304-728-5611 Email: mgordon@jeffersoncountywv.org
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Funds Requested: 15,000 **Amount Awarded:** (for JCS use only)
Match Proposed: 48,560
Project Period: July 1, 2021 – June 30, 2022

Number of years previously funded: 4 **Estimated Number to be Served:** 1,354
Geographic Area(s) Served: Jefferson County
Total Population: 57,146
DUNS Number: 077414548
FEIN Number: 556000333
Project Title: Jefferson High School PRO

Project Description: to continue the placement of a PRO in Jefferson High School

Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances, if funding is provided.

<u>Authorized Official:</u> Address: PO Box 250 Charles Town WV 25414	<u>AO Title:</u> Commission President Phone: 304-728-3284 Fax: 304-725-7916 E-Mail:
Signature:	Date: 5/20/2021

West Virginia Justice Assistance Grant Program Application	Budget Summary Page 2
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Applicant: Jefferson County Commission	FEIN Number: 556000333
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Budget Category	WV JAG Requested Funds (A)	Local (Match) Funds (B)	Total Budget (A + B)
Personnel/Contractual	15,000	48,560	63,560
Travel/Training			
Equipment			
Other			
Totals	15,000	48,560	63,560

**All funds must be rounded to the nearest whole dollar amount*

Funding Strategy

Funding Source(s)	Amount	Status
JAG Grant	15,000	A
Jefferson County BOE	30,000	C
Jefferson County Commission	18,560	C
Total	63,560	

Funding Source - Separately list each source of funds that will be used in the program.

Amount - Enter the amount received or anticipated for each

Status - Indicate the status of each funding source as follows:

- P – Projected grant, loan or donation
- A – Application submitted and under review
- C – Funds Committed
- R – Funds received, appropriated or on hand

West Virginia Justice Assistance Grant Program Application	Budget Detail Page 3
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Detailed Project Cost by Budget Category	Requested JAG Funds	Local Funds Utilized	Grant Funds Approved
<u>Personnel / Contractual:</u> Entry Level Deputy <u>Travel / Training:</u> <u>Equipment (\$1,000/unit):</u> <u>Other:</u>	15,000	48,560	(JCS Use Only)
Total Requested JAG Funds	15,000		
Total Local Matching Funds		48,560	
Total Funds APPROVED for Project			(For JCS Only)

Provide specific information that explains each proposed expense for the project. State clearly and in concise detail the breakdown and justification of need for each item requested for funding in the Budget Detail pages. Also, provide an identified breakdown of matching funds. Be sure to label the breakdown of matching funds as such. Attach additional pages if necessary.

Personnel

Full time Deputy to backfill the position filled by the Prevention Resource Officer at Jefferson High School. Entry level salary 43,876.

FICA – 2,721

Workers Compensation – 1,500

Retirement – 5,302

Insurance – 10,161

Total Personnel Costs – 63,560

Total Grant Funds Requested – 15,000.00

Match provided by County and Board of Education as outlined in their agreement – 48,560

Please provide information that describes the proposed project. State clearly and in concise detail the purpose and direction of the project, including all components described in the project narrative section of the application instructions. All components must be addressed in the order listed in the instructions. Attach additional pages if necessary and label additional pages as 5a, 5b, 5c, etc.

See attached

Statement of Need:

Jefferson High School (Jefferson) is one of the largest high schools in the State with 1,354 enrollees. Whenever you have so many students in one building, you are bound to have behavioral issues where having a Prevention Resource Officer could improve and reduce disruptive behavior. As you are aware, because of the COVID-19 Pandemic, the last two school years have been very unique. The Jefferson County Board of Education reported from August 2016 through March 31, 2017 there were 2,255 infractions at Jefferson High School. With the addition of a Prevention Resource Officer at Jefferson, these numbers have decreased to 1,265 infractions for the entirety of the most recent school year. As of the end of March 2017, there had been 213 suspensions from Jefferson. For school year 18-19 there was a total of 232 suspensions. School year 19-20 saw 699 disciplinary actions and 2020-2021 has had 326. 19-20 had 120 suspensions and so far 20-21 has seen 16. Even with the exceptional circumstances this year presented, Sgt Williams continued to be an asset to the school and the children it serves. He took part in home visits, completing approximately 240 visits; he completed instructor training in the "Catch My Breath" course and presented it to freshman health classes and is training the middle school teachers on the curriculum; took active steps in completing a reunification plan; continued updated and implementing safety plans; was made the Administrator over safety (fire drills, plans, etc); has assisted in running vaccination clinics for students and staff; and the senior class has asked him to speak at graduation.

The Prevention Resource Officer (PRO) program at Jefferson High School has been active for 4 years. The continued improvement in numbers and the ability of Sgt Williams to adapt to the circumstances, and the fact that the senior class has asked him to speak at graduation clearly demonstrates the positive impact he is having on the students of Jefferson High School and warrants the continuation of the program.

Program Description:

The Jefferson County Sheriff's Office with the support of Jefferson County Schools believes that the continued placement of a Prevention Resource Officer (PRO) in Jefferson High School would still be a positive influence upon its populations as well as continue to reduce the amount of disciplinary issues, while also educating the students to the effects of drugs, alcohol, violence, etc, that threaten their school environment. In addition the PRO would continue to help students to learn about rights and responsibilities in an educational setting. The PRO will also continue to make brief visits to the close by "feeder" schools to become a familiar face and to model the role of a prevention resource officer in those schools as well.

The overall goal of continuing the PRO program in Jefferson High School is to lower the number of disciplinary infractions, lower the number of law enforcement calls for service to the school, educate the students and staff about issues that affect them, and identify problem areas or safety concerns within the school.

The program is providing a positive presence with a PRO in the school. Walking the halls, being in high foot traffic locations during class change, attending extracurricular activities, as a way of being visible to the students and staff. The PRO is offering non-traditional education to ninth graders. Informational pamphlets about these topics will continue to be available to all students and staff. The PRO will also assist and when appropriate respond to all disciplinary issues

within the school, especially those that are threatening or violent in nature. In light of the 2019-2020 and 2020-2021 school years, the stability offered by the PRO's presence to returning students could greatly assist with their sense of normalcy as well as safety. As of April 30, 2021, he has provided 7 crisis interventions, has met with 315 parents, attended 44 extracurricular events and 57 school meetings.

The program's management and supervision will fall in line with the Jefferson County Sheriff Office's Chain of Command. The deputy will report to the Patrol Lieutenant who will then relay any needed information up the chain of command. The Project Director will assist the PRO with the creation and development of any materials needed for the informational pamphlets and nontraditional education requirements. The Project Director will also submit all required grant reports and receive monthly statistic reports from the PRO in reference to their interaction with students and staff. The Project Director will also receive reports regarding schools in reference to the disciplinary infractions. The Project Director will review this information and relay it to the Sheriff and Evaluation Team. The role of the governing board is to provide funding and sign off on grant documents as required. The role of the planning and evaluation team, is to make sure that the appropriate candidate continues to fill the role of PRO. The team will approve the curriculum and ensure that the PRO is functioning as outlined. They will evaluate the effectiveness of the PRO and determine the continuation of the program.

Program Evaluation:

The School and PRO will keep stats in reference to disciplinary infractions and illegal activities that are taking place within the school. The PRO will also keep stats in reference to the number of students they are reaching through mentoring, nontraditional education, and informational pamphlet distribution.

Jefferson County Schools has reporting methods already in place to collect the number and type of disciplinary infractions and the number of students in ISS and OSS.

The PRO will utilize the county's secure computer aided dispatch and reporting system to document each time they are involved in a disciplinary action or crime investigation within the school. This secure system can be used to provide non personal identifiable for statistical documentation.

The PRO will be an additional asset and assistance with the countywide "Handle With Care" initiative already in place in Jefferson County.

The statistics provided to the Project Director who will use historical data to determine if the PRO involvement results in a decrease in disciplinary infractions and therefore a decrease in the number of referrals to ISS and OSS. The Project Director will also pull statistical information in reference to the additional number of calls for service being dispatched to Jefferson not initiated by the PRO.

The program will be a success if the number of disciplinary infractions, ISS and OSS referrals, and calls for service decrease.

The results will be reported to the Evaluation team, Board of Education, County Commission, and supporting community partners.

Strategic Plan/Collaboration:

The Jefferson County Sheriff's Office will have to work closely with the Jefferson High School and the Board of Education staff and administrators in order for the program to be successful. Additionally, the Sheriff's Office will have to work with the Prosecuting Attorney's office, Jefferson County's Teen Court, and Juvenile Drug Court for crimes committed by the students.

The representatives for juvenile drug court and teen court will work together with the PRO for students involved in the juvenile drug court program in their assigned school.

The PRO and Prosecutors will work together for any court cases that arise from issues on school property. Additionally, the PRO will be a resource for any cases involving the students in their school so that they can assist in mentoring at risk students.

At the inception of the PRO program, school and community liaisons were consulted about the addition of a PRO back in to Jefferson High.

- Goal - Broad statement about what the program intends to accomplish. This statement should state the long-term desired impact of the program, set scope or foundation, state long-range target or purpose, identify target population, and state the condition to be changed.
- Objective - A specific statement of the desired short-term, immediate outcome of the program which will show accomplishment of the goal. Each objective must be **S.M.A.R.T.** (Specific, Measurable, Attainable, Results oriented and Time bound).
- Outcome Measure - The data or tool used to measure achievement of the objective. How will data be collected, analyzed, and results shared.
- Activities - What will be done and who will accomplish it. **You must have at least one (1) activity per objective.**
- Timeline - When will the activity begin and end. **You must have a timeline for each activity.**

Goal Number:	<u>1</u>	To prevent and reduce criminal activity at Jefferson High School, while educating the student body as to their role in preventing and reporting crimes.
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Objective Number:	1	Facilitate non-traditional education classes to Jefferson High School 9th grade students, providing at least 60 classes for the 2021-22 school year.
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Outcome Measure:	Maintain files of lessons taught and students present
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- | | |
|--|-------------------------------|
| Activities to meet objective: | Timeline for each activity: |
| 1. submit class presentation list | 1. Each faculty/staff meeting |
| 2. Schedule classroom presentations | 2. September 2021 – May 2022 |
| 3. Facilitate scheduled classes | 3. September 2021 – May 2022 |
| 4. Maintain files on classroom presentations | 4. September 2021 – May 2022 |

Objective Number:	_____
-------------------	-------

Outcome Measure:

- | | |
|-------------------------------|-----------------------------|
| Activities to meet objective: | Timeline for each activity: |
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |

Provide a membership list of the all parties collaborating on this project, including name, title, agency affiliation, mailing address, telephone number, fax number, and email address for each member. *Letters of commitment or MOU's from each board member, reflecting their understanding of the requirements of the Collaboration will not be required but is encouraged for this grant application.*

Sheriff Thomas Hansen
102 Industrial Blvd
Kearneysville WV 25430
304-728-3205

Lt Shan Sell
102 Industrial Blvd
Kearneysville WV 25430
304-728-3205

Bondy Shay Gibson
110 Mordington Ave
Charles Town WV 25414

Provide a brief statement outlining the program agency's procedures for hiring employees who are funded under this grant. Include with this application a job description and qualifications for the position(s) proposed under the grant. If position(s) are currently filled, please include a resume for each position filled.

Hiring Procedure:

The Jefferson County Sheriff's Office is a civil service department. As such, we follow WV State Code 7-14-1 to perform testing and fill positions within the Sheriff's Office. This position would fall under those guidelines as a sworn sheriff's deputy. This code states that to be considered for a position the applicant will have to pass a written civil service examination and a physical ability test. The candidate's written examination score must place the candidate within the top three to be presented for consideration from the civil service commission and the candidate must successfully complete a comprehensive background investigation and medical evaluation to be eligible for employment.

Job Description:

The Prevention Resource Officer (PRO) will be responsible for the prevention, mentoring, and safety of the students within their assigned school. They will provide non-traditional education that promotes prevention through topics such as juvenile law, domestic violence, underage drinking, drug and alcohol prevention, and child abuse and neglect. The officer will be a positive mentor to students and interact with them on a daily basis. The PRO will recognize potential dangers, prevent violence, and respond to dangerous school situations. The PRO will maintain an office in their assigned high school and will dedicate a minimum of 35 hours to the school. The PRO will also visit the surrounding elementary and middle schools.

Qualifications:

Current West Virginia certified police officer with at least one year of field/road experience

Currently employed by the Jefferson County Sheriff's Office

Will complete the DJCS training and be certified as a PRO prior to entering the school.

Application Process:

Interested Sheriff's Deputies will submit a minimum 500 word essay outlining what being a PRO means to them; what they will strive to accomplish, if chosen; and why they are the right candidate for the position.

The position is filled by the candidate chosen in a prior grant cycle using this guideline.

**West Virginia Justice Assistance
Grant Program Application**

**Operational Budget
Attachment A**

Attach the operational budget for this program along with a brief 3-year strategic financial and programmatic plan of operation. Only one 3-year plan is required as long as all entities included in the application are sufficiently covered in the plan.

Jefferson County Commission
 General Fund
 Five Year Projection (FY2022 - FY 2026)

	2 Year Actuals				Proj Chg %	Projected Budget FY22	Projection			
	Actual FY19	Actual FY20	FY21				TREND FY23	TREND FY24	TREND FY25	TREND FY26
			Projection	Budget						
Revenue										
Taxes	13,827,216	14,365,058	14,519,911	14,944,397		15,128,654	15,562,885	15,998,485	16,458,385	16,932,085
<i>Tax Revenue % Inc/(Dec)</i>	8.4%	6.0%	1.1%	4.0%		1.2%	2.9%	2.8%	2.9%	2.9%
Tax Penalties	308,187	290,822	300,000	311,080	1.0%	303,000	306,030	309,090	312,180	315,300
Property Transfer	878,427	1,121,056	1,258,000	1,007,000	1.5%	1,276,870	1,296,020	1,315,460	1,335,190	1,355,220
Gas/oil	85,562	100,552	65,027	103,570	2.0%	66,330	67,660	69,010	70,390	71,800
Horse Racing	9,681	6,510	45,000	6,500	2.0%	45,900	46,820	47,760	48,720	49,690
Wine Liquor	43,303	255,144	310,000	250,810	2.0%	316,200	322,520	328,970	335,550	342,260
Hotel Occupancy	768,424	600,516	455,868	844,200	5.0%	638,220	765,860	788,840	828,280	869,690
<i>Hotel Occ % Inc/(Dec)</i>	-0.9%	-18.7%	-24.1%	40.6%		40.0%	20.0%	3.0%	5.0%	5.0%
Hotel Occupancy- Other Entity	3,067	38,193	30,000	3,100		30,000	30,000	30,000	30,000	30,000
Waste Coal	5,562	-	-	-		-	-	-	-	-
Bldg Permits	328,778	412,819	430,000	386,640		464,400	496,910	511,820	527,170	532,440
<i>Building Permit % Inc/(Dec)</i>	30.0%	49.6%	4.2%	-6.3%		8.0%	7.0%	3.0%	3.0%	1.0%
Grants	506,093	2,734,578	2,350,024	370,506		300,000	270,000	270,000	270,000	270,000
Payment in lieu of taxes	19,296	22,324	22,000	20,000		22,000	22,000	22,000	22,000	22,000
Sheriff Service Process	17,051	15,175	18,900	18,900		17,900	18,000	18,000	18,000	18,000
Sheriff Earnings	190,623	202,011	190,500	190,500	1.0%	192,300	194,220	196,160	198,120	200,100
Clerk Earnings	192,584	242,582	201,600	198,800	0.5%	211,200	212,260	213,320	214,390	215,460
Circuit Clerk Earnings	59,453	57,547	60,000	60,000	1.0%	60,000	60,600	61,210	61,820	62,440
Prosecuting Earnings	2,133	2,099	2,000	1,841	1.0%	1,893	1,910	1,930	1,950	1,970
Charges for Services	40,860	18,505	58,000	41,100		-	-	-	-	-
Rent	306,906	307,700	316,484	316,484	2.0%	316,484	322,810	329,270	335,860	342,580
Ambulance Billings (In Kind F re)	-	916,183	920,000	920,000	1.0%	929,200	957,076	985,788	1,035,000	1,035,000
911 Fees	1,909,532	2,046,615	1,905,700	1,962,900		1,962,900	1,982,500	2,002,300	2,022,300	2,042,500
<i>911 Fees % Inc/(Dec)</i>	2.7%	16.2%	-6.9%	-4.1%		3.0%	1.0%	1.0%	1.0%	1.0%
Franchise Agreements	824,770	538,780	566,000	566,000		577,300	583,100	588,900	594,800	600,700
<i>Franchise Fees % Inc/(Dec)</i>	75.2%	3.9%	5.1%	5.1%		2.0%	1.0%	1.0%	1.0%	1.0%
IRP Fees	18,789	14,694	17,200	17,200	1.0%	19,000	19,190	19,380	19,570	19,770
Jail fees	97,087	81,112	98,000	98,000	0.5%	98,000	98,490	98,980	99,470	99,970
Interest	36,954	41,153	57,490	33,413	0.2%	38,502	38,580	38,660	38,740	38,820
Misc revenue	66,434	58,943	4,300	4,300	1.0%	50,400	50,900	51,410	51,920	52,440
Sheriff Commission	11,514	9,160	11,520	11,600	1.0%	11,600	11,720	11,840	11,960	12,080
Table Games	635,682	508,749	392,170	479,400		365,400	372,700	380,200	380,200	372,600
<i>Table Games % Inc/(Dec)</i>	-13.7%	-19.8%	-22.9%	-5.8%		-6.8%	2.0%	2.0%	0.0%	-2.0%
Filing Fees	4,941	-	-	-		-	-	-	-	-
Video Lottery	2,999,873	2,428,346	2,212,202	2,314,600		2,114,800	2,157,100	2,200,200	2,200,200	2,156,200
<i>Video Lottery % Inc/(Dec)</i>	-5.8%	-20.1%	-8.9%	-4.7%		-4.4%	2.0%	2.0%	0.0%	-2.0%
Reimbursements	267,937	193,321	170,000	184,300	1.0%	175,500	177,260	179,030	180,820	182,630
Gain/Loss on Sale of Fixed Assets	10,922	-	-	-		-	-	-	-	-
Charges to other entities	-	-	58,000	-		-	-	-	-	-
Trans from other entities	220	1,530	-	-		-	-	-	-	-
General School Reimbursements	307,276	252,026	264,000	264,000	1.0%	264,000	266,640	269,310	272,000	274,720
Trns Assessor Val fund	510,200	522,609	536,275	536,275	2.0%	563,493	574,760	586,260	597,990	609,950
Total Revenue	25,295,337	28,406,412	27,846,171	26,467,416		26,581,446	27,286,521	27,923,583	28,572,975	29,128,415

Jefferson County Commission
 General Fund
 Five Year Projection (FY2022 - FY2026)

	2 Year Actuals		FY21		Proj Chg %	Projected Budget FY22	Projection			
	Actual FY19	Actual FY20	Projection	Budget			TREND FY23	TREND FY24	TREND FY25	TREND FY26
Expenditures										
Commission	1,928,692	2,036,168	1,878,671	1,907,280	2.0%	1,934,009	1,972,690	2,012,140	2,052,380	2,093,430
Employee Increases (~2% Merit)	-	-	-	-		195,000	198,900	202,878	206,936	211,074
Employee Increases (COLA)	-	-	-	-		75,000	80,300	85,900	91,900	98,300
County Clerk	677,164	740,849	653,325	663,274	2.0%	662,011	675,250	688,760	702,540	716,590
Circuit Clerk	623,346	632,535	500,838	508,465	2.0%	522,593	533,040	543,700	554,570	565,660
Sheriff's Tax Office	506,881	512,826	490,122	497,586	2.0%	493,616	503,490	513,560	523,830	534,310
Prosecuting Attorney	1,806,652	1,839,523	1,686,879	1,712,568	2.0%	1,705,221	1,739,330	1,774,120	1,809,600	1,845,790
Assessor	530,016	509,367	442,592	449,332	2.0%	440,510	449,320	458,310	467,480	476,830
Assessor Valuation Fund	508,508	519,867	528,231	536,275	2.0%	563,493	574,760	586,260	597,990	609,950
State Wide Computer Network	57,865	32,984	54,048	54,871	2.0%	60,000	61,200	62,420	63,670	64,940
Agricultural Agent	122,803	126,621	116,224	117,994	2.0%	119,863	122,260	124,710	127,200	129,740
County Clerk Elections	311,982	321,820	283,471	287,788	2.0%	269,228	274,610	280,100	285,700	291,410
Magistrate Court	2,298	2,963	2,955	3,000	2.0%	3,000	3,060	3,120	3,180	3,240
Insurance Program	-	-	2,347,870	2,383,624	2.0%	2,308,160	2,354,320	2,401,410	2,449,440	2,498,430
Health Increases (5%)	-	-	-	-		115,001	115,000	120,750	126,788	133,127
Maintenance Dept	1,078,105	1,045,787	1,051,767	1,067,784	3.0%	1,039,564	1,070,750	1,102,870	1,135,960	1,170,040
Other Building	710,177	613,514	715,406	726,300	2.0%	726,300	740,830	755,650	770,760	786,180
Data Processing (IT)	438,865	526,872	539,259	547,471	2.0%	558,543	569,710	581,100	592,720	604,570
RDA	19,794	19,794	29,524	29,974	2.0%	19,795	20,190	20,590	21,000	21,420
EC Development	553,549	528,383	451,706	458,585	2.0%	453,382	462,450	471,700	481,130	490,750
Engineering, Planning, Zoning, GIS	1,379,995	1,472,612	1,256,586	1,275,722	2.0%	1,279,302	1,304,890	1,330,990	1,357,610	1,384,760
Hotel Occupancy Other Entities	3,067	38,193	30,000	3,100		40,000	30,000	30,000	30,000	30,000
Contingency for Emergencies	-	-	197,000	200,000		200,000	200,000	200,000	200,000	200,000
Law Enforcement	4,313,311	4,209,711	3,830,009	3,888,334	2.0%	4,198,067	4,282,030	4,367,670	4,455,020	4,544,120
Service of Process	18,700	9,096	18,617	18,900		15,175	18,000	18,000	18,000	18,000
Regional Jail	1,204,513	759,070	1,034,250	1,050,000	2.0%	900,000	918,000	936,360	955,090	974,190
Regional Jail % Inc/(Dec)	-20.1%	-52.0%	36.3%	38.3%		-13.0%	2.0%	2.0%	2.0%	2.0%
Homeland Security	238,496	233,985	236,797	240,403	2.0%	242,571	247,420	252,370	257,420	262,570
Communication Center (911)	1,807,990	1,908,901	1,967,323	1,997,282	2.0%	2,115,965	2,158,280	2,201,450	2,245,480	2,290,390
JCESA - Ambulance	2,102,376	1,493,683	2,697,847	2,622,847	2.0%	3,327,760	3,394,320	3,462,210	3,531,450	3,602,080
JCESA - Fire	665,000	2,263,293	2,417,500	1,497,500	0.0%	1,585,000	1,534,576	1,563,288	1,612,500	1,612,500
Animal Control	283,849	238,373	229,485	232,980	2.0%	284,907	290,610	296,420	302,350	308,400
Central Garage	301,626	256,392	308,186	312,879	6.0%	355,995	377,350	399,990	423,950	449,430
Health Department	79,980	80,380	80,782	80,782	2.0%	193,586	197,460	201,410	205,440	209,550
Parks and Recreation	742,886	675,974	785,813	803,892	2.7%	889,682	814,053	825,956	845,289	865,524
Arts and Humanities	15,367	12,010	9,117	16,884	5.0%	12,764	15,317	15,777	16,566	17,394
Community Center	-	-	-	-		45,000	-	-	-	-
Historical Commission	25,257	17,784	13,501	25,001	5.0%	20,401	22,681	23,361	24,530	25,756
Visitors Bureau	384,213	307,758	285,934	422,100	5.0%	319,110	382,930	394,420	414,140	434,845
Library	330,000	330,000	330,000	330,000	0.0%	395,320	395,320	395,320	395,320	395,320
Senior Citizens	-	-	-	-		14,382	14,382	14,382	14,382	14,382
Public Transit	20,000	60,000	30,000	30,000		60,000	60,000	60,000	60,000	60,000
Total Expenditures	23,793,323	24,377,088	27,531,635	27,000,777		28,759,276	29,179,079	29,779,422	30,429,350	31,044,992
Net Surplus / (Deficit)	1,902,014	4,029,324	314,536	(533,361)		(2,177,831)	(1,892,558)	(1,855,839)	(1,856,376)	(1,916,578)

Jefferson County Commission
 General Fund
 Five Year Projection (FY2022 - FY2026)

Date Prepared: 1/30/2021

	2 Year Actuals		FY21		Proj Chg %	Projected	Projection			
	Actual	Actual	Projection	Budget		Budget	TREND	TREND	TREND	TREND
	FY19	FY20				FY22	FY23	FY24	FY25	FY26
Net Surplus / (Deficit)	1,502,014	4,029,324	314,536	(533,361)		(2,177,831)	(1,892,558)	(1,855,839)	(1,856,376)	(1,916,578)
Transfers from/ (to) Other Funds										
Transfers to Capital Outlay Fund										
<i>Trns to Capital Fund (5% Gambling)</i>	<i>(562,000)</i>	<i>(600,000)</i>	<i>(740,000)</i>	<i>(740,000)</i>		<i>(1,069,300)</i>	<i>(1,065,100)</i>	<i>(1,226,700)</i>	<i>(1,385,100)</i>	<i>(1,540,300)</i>
<i>Trns to Capital Fund</i>	<i>(38,755)</i>	<i>-</i>	<i>(3,710,810)</i>	<i>(3,710,810)</i>		<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
Subtotal Trns to Capital Outlay Fund	(600,755)	(600,000)	(4,450,810)	(4,450,810)		(1,069,300)	(1,065,100)	(1,226,700)	(1,385,100)	(1,540,300)
Trns from Coal Severance Fund	70,000	-	-	-		-	-	-	-	-
Trns from (to) Other Funds	146,169	136,381	-	-		-	-	-	-	-
Total Transfers Out of General Fund	(384,586)	(463,619)	(4,450,810)	(4,450,810)		(1,069,300)	(1,065,100)	(1,226,700)	(1,385,100)	(1,540,300)
Net Uses of Funds - Surplus/(Deficit)	1,117,428	3,565,705	(4,136,274)	(4,984,171)		(3,247,131)	(2,957,658)	(3,082,539)	(3,241,476)	(3,456,878)
Fund Balance										
Beginning Fund Balance	5,186,147	6,303,575	9,869,280	9,336,259		5,733,006	2,485,875	(471,783)	(3,554,322)	(6,795,798)
Net Change in Fund Balance	1,117,428	3,565,705	(4,136,274)	(4,984,171)		(3,247,131)	(2,957,658)	(3,082,539)	(3,241,476)	(3,456,878)
Ending Fund Balance	6,303,575	9,869,280	5,733,006	4,352,088		2,485,875	(471,783)	(3,554,322)	(6,795,798)	(10,252,676)
Fund Balance as a % of Operating Exp	26.49%	40.49%	20.82%	16.12%		8.64%	-1.62%	-11.94%	-22.33%	-33.0%

Please attach in this section a detailed outline of future funding strategies, and an outline of funding plans should federal funding sources cease to exist. Please detail fundraising strategies; local donations; city, county, and state funding contributions; as well as plans to maintain positions and program goals in current and future economic strains.

Plan of Sustainability:

The Jefferson County Commission provides funding for the Jefferson County Sheriff's Office. They have included full funding of these positions in the Budget for FY22. The commitment for this position is then mandated from year to year as personnel cuts cannot normally be made to sworn law enforcement personnel.

The Jefferson County Board of Education has stated their commitment to this program and feels it is beneficial to the students of Jefferson County and the ability to offer them a safe learning environment.

**West Virginia Justice Assistance
Grant Program Application**

**Other Required Program Information
Attachment C**

A copy of the following information must be submitted (as applicable) with this attachment in order for the application to be complete. Please refer to page xvii of the application instructions for more details:

1. **Current Task Force Memorandum of Understanding**
2. **Law Enforcement Entry Level Salary Certifications**
3. **Prevention Resource Officer Board of Education Agreement**
4. **Memo of IBR Compliance from West Virginia State Police** (all city, county, and state agencies are required to have this. If multiple cities or counties are covered under this application, a Memo must be provided for EACH participating agency)
5. **501c3 Documents and Articles of Incorporation**
6. **Active CCR (SAM) Documentation**



FS Agreement No. 21-LE-11162300-114

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
JEFFERSON COUNTY SHERIFF’S DEPARTMENT
And The
USDA, FOREST SERVICE
REGION NINE LAW ENFORCEMENT AND INVESTIGATION
And
HARPERS FERRY JOB CORPS CIVILIAN CONSERVATION CENTER

This COOPERATIVE LAW ENFORCEMENT AGREEMENT (‘Agreement’) is entered into by and between the Jefferson County Sheriff’s Department, hereinafter referred to as “the County,” the USDA, Forest Service, Region Nine Law Enforcement and Investigation, hereinafter referred to as the “U.S. Forest Service LEI” and the USDA, Forest Service, Harpers Ferry Job Corps Civilian Conservation Center, hereinafter referred to as the “Harpers Ferry JCCCC” or “Center” under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a and Subtitle C of the Workforce Investment Act of 1998 (WIA), Job Training Partnership Act, Title IV, 29 CFR 638.540 29 USC 1698 and the Policy Requirements Handbook (PRH-3:2.12).

Background: The U.S. Forest Service recognizes that criminal activity that may occur at Harpers Ferry JCCCC falls under the jurisdiction of the County under State and local laws. The U.S. Forest Service Law Enforcement Officer (LEO) will assist the County in the enforcement of these laws as needed. Cooperation between the three parties will provide and enhance the safety of the students and Center staff at the Harpers Ferry JCCCC.

Title: Jefferson County Sheriff’s Department Cooperation

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on Harpers Ferry JCCCC lands.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Mission of the U.S. Forest Service Job Corps Civilian Conservation Centers is to train eligible youth in the educational, social and vocational skills; while assisting the conservation of the Nation’s natural resources and contributing value to our communities.

This partnership is in line with the Agency’s mission and Department of Labor – Office of Job Corps guidance. This partnership will also assist the County in its efforts to take a proactive approach to law enforcement by exposing and educating youth to positive law enforcement activities. Now therefore, the parties hereby mutually agree that it is desirable to



cooperate in better utilizing the resources of agencies, while providing for more adequate protection of persons and property.

In consideration of the above premises, the parties agree as follows:

III. THE COUNTY SHALL:

- A. Ensure that the officers/agents of the County performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- B. Advise the U.S. Forest Service Principal Contacts, listed in Provision VI-D, of any suspected criminal activities in connection with activities on Harpers Ferry JCCCC lands and facilities.
- C. Refer students under the age of 18 years old (juveniles) involved in criminal activity to the State Juvenile Justice System when deemed appropriate.
- D. Apprehend and transport persons charged to a detention facility when warranted.
- E. Release students to the Harpers Ferry JCCCC principal contact or other Harpers Ferry JCCCC staff as needed.
- F. Provide the U.S. Forest Service LEI contact, listed in Provision VI-D, with case reports and timely information relating to incidents/crimes in connection with activities on Harpers Ferry JCCCC lands and facilities.
- G. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- I. Provide assistance to U.S. Forest Service LEI personnel when requested.
- J. Provide K-9 units to periodically conduct searches at the Harpers Ferry JCCCC. If training opportunities are necessary, then the County will work with both the Harpers Ferry JCCCC and the U.S. Forest Service LEI contacts listed in Provision IV-B for



scheduling and required parameters for training sessions separate from requested contraband item searches.

- K. Routinely patrol the Harpers Ferry JCCCC or make other efforts for a visible presence at the Center.
- L. Coordinate with the U.S. Forest Service LEI, the Center Staff and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.

**IV. THE U.S. FOREST SERVICE LAW ENFORCEMENT INVESTIGATIONS SHALL:
(when on scene/center)**

- A. Advise the Principal Contacts, listed in Provision VI-D, of any suspected criminal activities in connection with activities on Harpers Ferry JCCCC lands and facilities.
- B. Report sexual assaults, and other significant criminal incidents to law enforcement authorities as required by state and local law.
- C. Secure and maintain chain of custody of any illegal drugs, drug paraphernalia, dangerous weapons, contraband, or any other evidence of a crime until the found County responds and takes custody.
- D. Cooperate with the County as requested.
- E. Investigate any damage or theft to government property.
- F. Investigate any threats or assaults against Federal Employees (Center Staff).
- G. U.S. Forest Service LEI personnel may assist Harpers Ferry JCCCC Management in maintaining the Zero Tolerance Policy, and other prohibited activities for the safety and security of students and staff by conducting general inspections according to policy (PRH: 5.4-2, R6). This may include maintaining secure custody of any dangerous weapon owned by a student that is not part of a criminal activity but has been confiscated by the Harpers Ferry JCCCC Management.
- H. Coordinate with the Principal Contacts, listed in Provision VI-D, and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.

V. THE U.S. FOREST SERVICE JOB CORPS CIVILIAN CONSERVATION CENTER SHALL:

- A. Advise immediately the Principal Contacts, listed in Provision VI-D, of any suspected criminal activities in connection with activities on Harpers Ferry JCCCC lands and facilities.



- B. Discipline any students for fighting according to the DOL Job Corps Policy and Requirements Handbook, and notify the County if a student wishes to file charges and notify U.S. Forest Service LEI of incident.
- C. Discipline any minor student under the influence or in possession of alcohol or tobacco products according to the Job Corps Policy and Requirement Handbook.
- D. As the Harpers Ferry JCCCC has a zero-tolerance policy for dangerous weapons, if such weapons have not been involved in a crime, the Harpers Ferry JCCCC will secure and maintain chain of custody of any dangerous weapons until the student's designated person can take custody and remove the weapon from the facility and grounds. If the Harpers Ferry JCCCC is unable to provide a secure location, they may ask that the U.S. Forest Service LEI maintain custody until able to release to the appropriate individual.
- E. Cooperate with the County and/or the U.S. Forest Service LEI as requested.
- F. Make available any known student or staff member for interviewing as policy and the laws allow.
- G. Provide students with transportation to any court hearings as requested.
- H. Provide transportation to any student released on an Own Recognizance Bond back to the Harpers Ferry JCCCC facility.
- I. Provide open access to the grounds and facilities at the JCCCC for training purposes (such as K-9 units) to either the U.S. Forest Service LEI office or the County.
- J. Coordinate with the U.S. Forest Service LEI, the County and other local groups to stage an active shooter drill to be practiced at the Center at least once yearly.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. Students can be charged under Federal law for threatening or providing false information to a U.S. Forest Service employee (Center Staff).
- B. U.S. Forest Service employees (Center Staff) are subject to internal investigations of alleged federal criminal violations by the Office of Inspector General (OIG).
- C. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.



D. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Tom Hansen, Sheriff 102 Industrial Blvd Kearneysville, WV 25430 Telephone: 304-728-3205 Email: thansen@jcsdvw.com	Tom Hansen, Sheriff 102 Industrial Blvd Kearneysville, WV 25430 Telephone: 304-728-3205 Email: thansen@jcsdvw.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service JCCCC Contact	U.S. Forest Service Administrative Contact
Shawn L. Miller 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3409 FAX: 304-728-8200 Email: shawn.miller@usda.gov	Benjamin Sotomayor 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3474 FAX: 304-728-8200 Email: benjamin.g.sotomayor@usda.gov
U.S. Forest Service LEI Contact	U.S. Forest Service Administrative Contact
Roni Fein 2499 North Fork Hwy Petersburg, WV 26847 Telephone: 231-342-9878 FAX: 304-257-4066 Email: rfein@usda.gov	John Hefner 1400 Independence Ave S.W. Washington, D.C. 20250 Telephone: 775 720-6995 Email: john.hefner@usda.gov

- E. This agreement has no effect upon the County’s right to exercise civil and criminal jurisdiction on NFS or Harpers Ferry JCCCC lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS & Harpers Ferry JCCCC lands or facilities.
- F. The officers/agents of the County performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the County. Law enforcement provided by the County and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- G. Federal Communication Commission procedures will be followed when operating radio(s) on either party’s frequency.



H. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service, Harpers Ferry JCCCC, or the County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Contacts, at the addresses specified in the Agreement.

To County, at the County's address shown in the Agreement or such other address designated within the Agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the U.S. Forest Service, Harpers Ferry JCCCC or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. NONBINDING AGREEMENT. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this Agreement. Nothing in this Agreement authorizes any of the parties to obligate or transfer anything of value beyond services.

Specific, prospective projects or activities that involve the transfer of funds, property, and/or anything of value beyond services to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This Agreement neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, property, and/or anything of value beyond services to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this Agreement is intended to alter, limit, or expand the agencies' statutory and regulatory authority.



- K. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately-owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.
- The County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- N. TERMINATION. Any of the parties, in writing, may terminate this Agreement in whole, or in part, at any time before the date of expiration.
- O. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. MODIFICATIONS. Modifications within the scope of this Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.



Q. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of the last signature and is effective through June 30, 2022 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

THOMAS H. HANSEN, Sheriff
Jefferson County Sheriff's Department

4/19/21
Date

SHAWN L. MILLER, Center Director
U.S. Forest Service, Harpers Ferry JCCC

Date

JEFFERSON COUNTY WV
County Commissioner

Date

MARY KING
Special Agent in Charge, Region 9

Date

The authority and format of this agreement have been reviewed and approved for signature.

JOHN HEFNER

Digitally signed by JOHN HEFNER
Date: 2021.03.29 09:56:50 -07'00'

3/29/2021

JOHN HEFNER, WO
U.S. Forest Service Grants & Agreements Specialist

Date





Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Michelle Gordon, Finance Director
Stephanie Grove, County Administrator

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: **May 20, 2021**

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

Date Requested – 2nd Choice:

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

- Review and Approval of the Hartford Short Term Disability Proposal Options for FY022
- Review and Approval of the Hartford Long Term Disability Proposal Options for FY022
- Review and Approval of the Donated Leave Policy 218, Effective 07/01/2021
- Review and Approval of Health and Welfare Benefits Policy 220, effective 07/01/2021
- Review and Approval of Employee Policies and Procedures Acknowledgement Form, effective 05/20/2021

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

The Hartford has provided quotes for short-term disability (STD) and long-term disability (LTD). Selected plans would become effective 7/1/2021 and proposal rates are valid until 6/26/2021. \$80,000 was included in the FY22 budget and we have \$57,500 in savings from our FY22 health insurance renewal.

Short –Term Disability –OR Donated Leave

Short Term Disability Options:

Fully Insured –

Option 1- 66 2/3 of weekly earnings, maximum benefit amount is \$2,000 weekly, day injury commences – 15th day, benefit duration is 11 weeks, 2 year rate guarantee. **Cost is \$45,500.** Employer pays 100% of premiums.

Option 2 - 66 2/3 of weekly earnings, maximum benefit amount is \$2,000 weekly, day injury commences – 15th day, benefit duration is 11 weeks, 2 year rate guarantee. Employee and employer pay a portion of the premium and we must have 25% participation. **The cost will also vary based on enrolled employee age and employee to employer contributory percentage.**

Self Insured -

Option 3 - *Self Insured*- 66 2/3 of weekly earnings, maximum benefit amount is \$2,000 weekly, day injury commences – 15th day, benefit duration is 11 weeks. Cost is \$7,300 per year plus self pay for all claims.

Donated Leave Policy 218- STD and Donated leave typically serve the same purpose for employees. Donated leave is cost or budget neutral in that an employee's salary is already included in each departmental annual budget. No additional cost would be incurred. However, providing employees with additional paid leave instead of requiring the employee to take time off without pay means that the County would not have budgetary savings as a result of the employee's unpaid status. (NOTE: Draft Policy will be distributed on May 20, 2021)

Long-Term Disability –

Fully Insured –

Option 1- Benefit percentage - 60%, maximum benefit amount is \$7,000 monthly (minimum is the greater of \$100 or 10%), 90 day elimination period, Benefit Duration is based on ADEAI with SSNRA (based on age-varies from 1-5 years), Definition of Disability – 2 years own occupation, 2 year rate guarantee. **Cost is \$44,200.** Employer pays 100% of premiums. No Employee “Buy Up” permitted.

Option 2-Core Option for Buy UP- Benefit percentage - 40%, maximum benefit amount is \$7,000 monthly (minimum is the greater of \$100 or 10%), 90 day elimination period, Benefit Duration is based on ADEAI with SSNRA (based on age-varies from 1-5 years), Definition of Disability – 2 years own occupation, 2 year rate guarantee. **Cost is \$20,300.** Employer pays 100% of premiums. Employee is permitted to “Buy Up” or purchase additional coverage to increase their benefit percentage to 60%. The employee would pay 100% of the cost of the “Buy Up”.

Option 3-Class Option- Class I – FT Management, Class II- FT Non-management, Benefit percentage - 60%, maximum benefit amount is \$7,000 monthly (minimum is the greater of \$100 or 10%), 90 day elimination period, Benefit Duration is based on ADEAI with SSNRA (based on age-varies from 1-5 years), Definition of Disability – Class I – Own occupation to age 65 and Class II - 2 years own occupation, 2 year rate guarantee. **Cost is \$47,900.** Employer pays 100% of premiums. No Employee “Buy Up” permitted.

Health and Welfare Benefits Policy 220 – Attached. New policy to better define health and welfare benefits offered to employees. NOTE: This policy may need amendments based on the approval or denial of STD, LTD or Donated Leave being made today.

Employee Policies and Procedures Acknowledgement - Attached. New form to ensure that all employees are aware of the location of / how to obtain copies of County Employee Policies and Procedures.

Is this a funding request? Y/N Yes

If so, how much? \$ \$10,000-100,000

Provide exact financial impact/request:

\$80,000 was included in the FY22 budget and we have \$57,500 in savings from our FY22 health insurance renewal.

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

- Motion to accept OPTION _____ for the short term disability insurance plan from The Hartford Business Insurance
- Motion to accept OPTION _____ for the long term disability insurance plan from The Hartford Business Insurance
- Motion to approve Donated Leave Policy 218 effective 7/1/2021 with no amendments/ as amended
- Motion to approve Health and Welfare Benefits Policy 220 effective 7/1/2021 with no amendments/ as amended
- Motion to approve Employee Policies and Procedures Acknowledgement Form effective May 20, 2021

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



**A Proposal of Employee Benefits from The Hartford for the
U.S. Employees of**

Jefferson County Commission

Administrative Service Only (Short Term Disability)

Presented by:

Millenium Insurance Group

Proposal valid until: June 25, 2021

Short Term Disability

Class Description(s):

All Active Full-time Employees

Full Time Eligibility: 30 hours per week

Feature	Description
PLAN TYPE	Self-insured STD
CLAIM SERVICE LEVEL	Advice to Pay (ATP)
BENEFIT SCHEDULE	66 2/3 of Weekly Earnings
MAXIMUM BENEFIT AMOUNT	\$2,000 Weekly
DAY INJURY BENEFIT COMMENCES	15th day
DAY SICKNESS BENEFIT COMMENCES	15th day
BENEFIT DURATION	11 Weeks
FIRST DAY HOSPITAL	Non Included
COVERAGE BASIS	Non-Occupational
EMPLOYEE CONTRIBUTION	None
PARTICIPATION REQUIREMENT	100%

Administrative Services Only Short Term Disability (ASO STD) Standard Services Summary

The following outlines the standard services provided to ASO STD Contractholders. In conjunction with the "Selected Services", described following this section, constitutes the proposed array of services. The final, signed Service Agreement between the parties, if any, shall control. This list represents the available services only, and is not an agreement to provide the services listed herein.

Please Note: Some features may have qualifications for availability. These will be indicated within the document where appropriate.

Features	Description
Eligibility Verification	On-line certification process or electronic eligibility using our format preferred; verification of eligibility via telephone or fax accepted.
Submission	Telephonic: Standard toll free number (available to employers with 50+ employees only) Online: Via The Hartford's dedicated consumer benefits website. Paper: May be mailed or faxed.
Attending Physician Information	Standard process: The Hartford will seek to obtain medical information by contacting the claimant's attending physician within 24 hours after filing of the claim. We will follow up with a second call the next day, if necessary. In the event the physician has not responded to our requests for information, the examiner will contact the claimant on the fifth business day to ask him or her to have the physician call us to provide the necessary information
Claim Management	Specified through the "Selected Services" and "Optional Services" menus.
Transition	STD/LTD transition: For cases with both STD and LTD, a "midpoint" evaluation is conducted to assess potential for LTD. Please Note: This service is not applicable to CAVDI plans.



Communication of Decisions	<p>Decisions:</p> <ul style="list-style-type: none"> • If The Hartford is paying the benefits, approvals are communicated via Explanations of Benefits (EOB) and a phone call to employee with automated e-mail copy of the EOB going to the employer • For “Advice to Pay” cases where The Hartford is not issuing payments: <ul style="list-style-type: none"> ○ The employer is called for approval ○ The employee receives a letter • In either instance, denials are communicated via a letter to employee; employer receives a copy of the denial notification.
Status Inquiry	<p>Multiple status inquiry mechanisms:</p> <ul style="list-style-type: none"> • Interactive Voice Response (IVR): telephone-based vehicle • Daily Activity Reports (DAR): e-mail • Self-service website for employers • Self-service website for employees
Additional	<p>As selected under the “Selected Services” menu. For ASO with Payment cases, flexible funding option(s):</p> <ul style="list-style-type: none"> • Flexible method (ACH debit or credit). • Flexible frequency (bimonthly, weekly, or monthly) • Standard funding activity reporting • Standard paper report, faxed to employer • Monthly Banking Activity reports, mailed to employer

ASO STD Proposed Quote for 1	
<p>\$3.43 per employee per month</p> <p>The above per employee per month (PEPM) fee is based upon a service expectation on a quoted number of covered lives of 177. These lives will be used for billing purposes. The Hartford reserves the right to adjust the sold PEPM fees based on a deviation in the quoted versus billable lives.</p>	<ul style="list-style-type: none"> • Base per employee per month (PEPM) fee includes all the Standard Services listed above and all the Selected Services listed below. • Optional Services chosen (below) will increase the cost of this program.
<p>Rate Guarantee Period: 2 Years</p>	<ul style="list-style-type: none"> • The Rate Guarantee Period is subject to the terms and conditions of the Service Agreement regarding substantive changes.



**ASO STD 1
Selected Services
(included in base per employee per month fee displayed above)**

Where noted below, employers can choose from the specific selected service offerings.

Selected Services:	Description:
Claim Services	<ul style="list-style-type: none"> • Clinical telephonic claim intake and online claim reporting. • Review claims for restrictions and limitations based on the definition of disability. • Ensure that the employee’s absence from work is supported by medical information and meets the definition of disability of the plan. • Provide ongoing rehabilitation and clinical case management services on claims that will benefit from such involvement. • Provide Return-to-Work coordinator services on claims that will benefit from such involvement. • For Advice to Pay (ATP) offering, we are evaluating and managing each claim (we are not calculating the benefit payable or issuing a payment to the claimant).
Appeal Acknowledgement	The Hartford will receive the appeal letter, and forward the letter and complete claim file to the Contractholder. The Hartford sends claimant an acknowledgement letter only. The Hartford has no involvement in the appeal determination.
Waiver of Plan Document or Program Description Services	The standard offering provides no plan document or program description writing services. We will use the Contractholder’s current plan document or program description to administer the claims under this Service Agreement. You must provide your plan document or program description prior to the effective date of the Service Agreement.



**ASO STD 1
Optional Services (Additional Costs Required)**

“Optional Services” allow an employer to select additional services and features, as part of their ASO STD Agreement, which they feel are appropriate. These are optional and will have an impact on the overall cost of the plan.

Optional Service Descriptions:	Additional Fees Required:
<p>Appeal Assistance. The Hartford will agree to assist the Contractholder with denied claims on appeal. This will include one written recommendation to the Contractholder based on the information available within the timeframes specified within the Service Agreement.</p> <p>Appeal Assistance and Communication. The Hartford will agree to assist the Contractholder with denied claims on appeal. This will include one written recommendation to the Contractholder based on the information available within the timeframes specified within the Service Agreement. In addition, The Hartford agrees to communicate, in writing, the Contractholder’s appeal decision to the claimant on behalf of the Contractholder when that decision is received within the timeframes specified in the Service Agreement.</p>	<p>\$.10 per employee per month, for either the “Appeal Assistance” or the Appeal and Communication” service options.</p>
<p>Plan Document or Program Description Writing Only.</p> <p>Adapt our standard plan document or program description to Contractholder’s Plan or Program, with up to two subsequent versions to clarify intent. Document sent to Contractholder in PDF form to facilitate posting on company intranet or printing by Contractholder.</p> <p>Plan Document or Program Description Printing, only available with Plan Document or Program Description Writing services.</p> <p>We will print an amount of booklets equal to 120% of the number of covered lives.</p>	<p>\$0 flat fee.</p> <p>Minimum cost of a \$1,000, with additional charges as applicable.</p>
<p>Takeover Claims</p> <p>The Hartford will agree to evaluate claims incurred prior to the effective date of the Service Agreement, based on all required information being presented to us no later than two weeks prior the case effective date.</p>	<p>\$250 per open/active claim.</p>



<p>Run-Out Claims For the defined period of time, we will continue to evaluate claims after the agreement has terminated.</p>	<p>\$250 per open/active claim.</p>
<p>Customization beyond our standard offerings for claims process and reporting</p>	<p>Billed at an hourly rate of \$250.</p>
<p>Standard Outbound or Inbound File Feeds (for customers with >1,000 lives).</p> <p>Outbound or inbound file feed customization (non-standard feeds) will be subject to a feasibility/requirements review and approval by The Hartford.</p> <p>Preliminary time/cost efforts will be evaluated as part of the sale; however, this is subject to change as part of ongoing implementation discussions and defining the needs.</p>	<p>Cost per file is \$1,500, \$6,000 or \$9,000 depending on selected standard or inbound outbound file feed</p> <p>Outbound file feed customization (non-standard feeds) billed at an hourly rate of \$250.</p>
<p>Telephonic Intake without eligibility</p>	<p>Telephonic intake without an eligibility file will be offered for an additional fee.</p>
<p>Non-ERISA</p>	<p>Groups not subject to ERISA will be charged an additional fee.</p>



Assumptions

The following are assumptions upon which this proposal is based:

1. The effective date of this case will be July 1, 2021.
2. Proposal and rates are valid until June 25, 2021.
3. Rates assume a SIC code of 9111.
4. Quote assumes a Situs State of WV. The Hartford standard filed contract language applies, subject to state exceptions. If specially drafted contract language is approved by Underwriting, then it is subject to approval by the Department of Insurance.
5. ASO products cannot be sold stand-alone and requires a collateral line of fully insured coverage.
6. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
7. The enrolled census information must include coverage election amounts, and be within 10% of the census data used to develop this quote.
8. The Hartford reserves the right to re-price:
 - if the sold plan design differs from the proposed/quoted plan design
 - for changes in State or Federal Insurance regulations
 - if a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
9. If any contributory lines of coverage are sold, a 45-day Grace Period will apply to all lines of coverage. If only non-contributory lines of coverage are sold, a 31-day Grace Period will apply.
10. The Hartford assumes no liability to extend coverage under severance agreements unless reviewed and approved by Underwriting in advance.
11. Contract language and standard benefits approved by The Hartford Life & Accident Insurance Company will be used for all insured contract and employee booklet communication material.
12. The Disability definition of earnings includes Base Annual Earnings and Pre-Disability Earning. Overtime pay and target income is not included.
13. The Hartford's standard policyholder reporting package and frequency applies.
14. We assume all eligible employees are U.S. citizens or U.S. residents, working in U.S. locations or are Accepted International Employees.
Accepted International Employees are:
 - U.S. Expatriates (U.S. citizens employed by a U.S. company, who live and work outside the U.S. on temporary assignment) or
 - Third Country Nationals (non-U.S. citizens employed by a U.S. company and who work in a country other than their own) or
 - Canadian Local Nationals (Canadian citizens working in Canada),
who have met the full time eligibility requirements, are paid on the U.S. payroll, and do not work in countries subject to sanctions programs administered by the US Department of the Treasury's Office of Foreign Assets Control (OFAC).
15. We assume the company has been in business for at least 2 years. If otherwise, additional underwriting approval will be required prior to sale.
16. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
17. Assumes the plan of benefits is subject to ERISA regulations.
18. Quote assumes 1 Contract/Booklet, 1 Bill Unit, and 1 Experience Unit.
19. The employer pays the cost of Non-Contributory Short Term Disability coverage on a pre-tax basis.
20. Coverage for Retirees is not included.



Deviations

Our proposal reflects our standard product and, consequently, may deviate from the features and/or plan designs that you requested. Accordingly, please review our proposal carefully, as we have not identified specific areas where our proposal deviates from your request. Please note that this proposal does not constitute a final offer or agreement, and it is only a summary of the benefits offered to your company.

The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment (and transferred business information) provided. Please consult with the Producer regarding all terms and conditions in this proposal.



Please note the following descriptions that further explain some of our benefits and features. The descriptions are based on our Standard Language. The benefits shown below are available in most states, however, please be aware that state variations may apply.

General:

Customer Support and Online Self-Service Capabilities

We're committed to providing best-in-class service to our customers and their employees. That's why we offer online capabilities designed to save time and make it easier to manage your group benefits.

Employer Portal

Our employer portal is a secure, mobile-responsive site where employers can quickly obtain plan information and transact business to help reduce administrative burden. We continually work to enhance the site's capabilities to make it more responsive to your needs. Through our portal, you are able to access such features as:

- Electronic billing
- Reports (available in either PDF or Excel)
- Medical underwriting status for evidence of insurability
- Claim status inquiry
- Booklets
- Administration kits with forms specific to your coverage(s)

Employee Portal

Our employee portal is a secure, mobile-responsive site where employees can manage their claims, payment information and more. Your employees can access this site at any time to:

- Submit disability claims and leave of absence requests.
- View claim and payment status.
- Check their medical underwriting status for evidence of insurability.
- File an STD claim in place of telephonic submission (if your plan offers this coverage).
- Start an LTD claim.
- Upload and view documents from mobile or desktop.
- Registered users can access forms specific to your plan's coverage(s).
- Obtain information on coverage overviews and frequently asked benefit questions.
- Enroll in direct deposit for their claim payments.
- Manage their preference for alerts/notifications – email and text.

Additional Support from our Customer Solutions Center

Questions or services that cannot be handled online can be addressed by our Customer Solutions Center. Our skilled representatives, who are familiar with your case, are available Monday through Friday from 8 a.m. to 8 p.m. EST at 1-800-523-2233 and provide support to new and existing customers.

Local Service Representatives

If our Customer Solutions Center representatives can't assist you with your request, they'll be glad to put you in touch with a local service representative.



Commissions and Other Payments to Producers

Note to Producers: We are changing the way that we administer flat commissions. Flat commissions will continue to be an alternative to graded commissions. For all proposals with a flat commission, the policyholder must receive the services listed in Schedule C or E of the 2015 Group Insurance Producer Agreement, which are available to you on our website <http://thehartford.com/group-benefits-producer-compensation> and on the Producer View website at www.ProducerView.com.

The Hartford compensates producers for the sale and service of our products. In most cases, producers are paid a Commission, which is either a graded or fixed flat percentage of the premium and is incorporated into the premium rate(s). In addition, producers may be eligible for various types of Other Payments. Other Payments are incurred as general operating expenses of The Hartford and will not be directly charged to any policy issued as the result of this quote.

Commissions and certain Other Payments are paid pursuant to the Hartford's Group Insurance Producer Agreement ("GIPA"). Quotes based on fixed or flat percentage Commissions reflect services provided by the producer to the policyholder. We rely on the producer to determine that these Commissions are supported by services described in the GIPA. The Hartford reports Commissions and Other Payments on the annual Schedule A Worksheet provided to policyholders in accordance with applicable law.

For additional information regarding eligibility for Commissions and Other Payments and terms and conditions relating thereto, please review our website <http://thehartford.com/group-benefits-producer-compensation> or contact your Hartford representative. Producers may also access the GIPA on Producer View®.

This quote includes [no] commissions.

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including Hartford Life and Accident Insurance Company, which provides administrative and claim services for employer leave of absence programs and self-funded disability benefit plans. Home Office is Hartford, CT.

This document outlines in general terms certain benefits and services that may be afforded under a Hartford policy or service contract. In the event of a conflict, the terms and conditions of the policies and contracts prevail. All Hartford policies and services described in this document may be offered by one or more subsidiaries of The Hartford Financial Services Group, Inc.



**A Proposal of Employee Benefits from The Hartford for the
U.S. Employees of**

**JEFFERSON COUNTY
COMMISSION**

Short Term Disability and Long Term Disability Insurance

Presented by:

Millenium Insurance Group Incorporated

Proposal valid until June 26, 2021



JEFFERSON COUNTY COMMISSION

Short Term Disability Option 1

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description			
Plan Type	Fully Insured			
Benefit Schedule	66 2/3% of Weekly Earnings			
Maximum Benefit Amount	\$2,000 Weekly			
Day Injury Benefit Commences	15th day			
Day Sickness Benefit Commences	15th day			
Benefit Duration	11 Weeks			
First Day Hospital	Not Included			
Definition Of Disability	Includes Disabled and Working Disability Benefit			
Disabled And Working Benefit Formula	Standard			
Benefit Commencement Option	Included (Can satisfy Benefit Commence Period with days of Total or Disabled and Working)			
Coverage Basis	Non-Occupational			
Coverage Continuation During Family Medical Leave	Included			
Employer Participates In Worker's Compensation	Yes			
Offset Salary Continuation/Sick Leave	Dollar for Dollar			
Employee Contribution	Non-Contributory			
Initial Rate Guarantee Period	2 Years			
Participation Requirement	100% of Eligible Employees			
FICA Match Service	Not Included			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
STD	177	\$0.32 Per \$10 Of Weekly Benefit	118,462.97	\$3,790.82



JEFFERSON COUNTY COMMISSION

Short Term Disability Option 2

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description
Plan Type	Fully Insured
Benefit Schedule	66 2/3% of Weekly Earnings
Maximum Benefit Amount	\$2,000 Weekly
Day Injury Benefit Commences	15th day
Day Sickness Benefit Commences	15th day
Benefit Duration	11 Weeks
First Day Hospital	Not Included
Definition Of Disability	Includes Disabled and Working Disability Benefit
Disabled And Working Benefit Formula	Standard
Benefit Commencement Option	Included (Can satisfy Benefit Commence Period with days of Total or Disabled and Working)
Pre-Existing Condition Option	Limitation - Maximum Duration of Benefits is 4 Weeks if Pre-existing Condition Limitation applies. Look-back/Treatment-free/Insured 3/3/12 months
Coverage Basis	Non-Occupational
Coverage Continuation During Family Medical Leave	Included
Employer Participates In Worker's Compensation	Yes
Offset Salary Continuation/Sick Leave	Dollar for Dollar
Employee Contribution	Contributory
Enrollment Type	Traditional EOI (Annual Enrollment) ²
Initial Rate Guarantee Period	2 Years
Participation Requirement	25% of Eligible Employees
FICA Match Service	Not Included

Rate Summary

Coverage Category/Class	No of Lives (TBD)	Rate Basis	Volume(TBD)	Monthly Premium(TBD)
STD		Per \$10 Of Weekly Benefit Stepped		
		UNDER 25 \$0.479		
		25 - 29 \$0.614		
		30 - 34 \$0.772		
		35 - 39 \$0.411		
		40 - 44 \$0.395		
		45 - 49 \$0.424		
		50 - 54 \$0.491		
		55 - 59 \$0.61		
		60 - 64 \$0.722		
		65 AND UP \$0.807		

² Assumes a scheduled enrollment period and standard evidence of insurability requirements apply for late entrants (employees who were previously eligible for coverage who did not enroll within 31 days of the date they were initially eligible) and for increases in coverage.



JEFFERSON COUNTY COMMISSION

Long Term Disability Option 1

Class Description(s):

All Full-time Active Employees
Full Time Eligibility: 30 hours per week

Feature	Description			
Benefit Percentage	60%			
Maximum Monthly Benefit	\$7,000			
Minimum Monthly Benefit	Greater of \$100 or 10%			
Elimination Period	90 Days			
Benefit Duration	ADEA I with Social Security Normal Retirement Age*			
Definition Of Disability	2 Years Own Occupation			
Earnings Loss From Day 1	Included			
Return To Work Incentive Applies	Yes			
Integration Method	Direct			
Social Security Offset	Family			
Pre-Existing Condition Limitation	Look-back/Insured 3/12 months			
Takeover Provision	None			
Mental Illness Limitation	24 Month Outpatient			
Substance Abuse Limitation	24 Month Outpatient			
Specified Condition Limitation	24 Month Limitation			
Family Care Credit	Included			
Workplace Modification Benefit	Included			
Rehabilitation Participation Requirements	Included			
Recommended Treatment Requirements	Included			
Survivor Income Benefit Option	3 Times Last Monthly Net Benefit			
Employer Participates In Worker's Compensation	Yes			
Employee Contribution	Non-Contributory			
Participation Requirement	100% of Eligible Employees			
FICA Match Service	Included			
Initial Rate Guarantee Period	2 Years			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LTD	177	\$0.48 Per \$100 Of Covered Salary	766,176.88	\$3,677.65

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this cutback schedule complies with ADEA guidelines.



JEFFERSON COUNTY COMMISSION

Long Term Disability Core Option for Buy Up

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description			
Benefit Percentage	40%			
Maximum Monthly Benefit	\$7,000			
Minimum Monthly Benefit	Greater of \$100 or 10%			
Elimination Period	90 Days			
Benefit Duration	ADEA I with Social Security Normal Retirement Age*			
Definition Of Disability	2 Years Own Occupation			
Earnings Loss From Day 1	Included			
Return To Work Incentive Applies	Yes			
Integration Method	Direct			
Social Security Offset	Family			
Pre-Existing Condition Limitation	Look-back/Insured 3/12 months			
Takeover Provision	None			
Mental Illness Limitation	24 Month Outpatient			
Substance Abuse Limitation	24 Month Outpatient			
Specified Condition Limitation	24 Month Limitation			
Family Care Credit	Included			
Workplace Modification Benefit	Included			
Rehabilitation Participation Requirements	Included			
Recommended Treatment Requirements	Included			
Survivor Income Benefit Option	3 Times Last Monthly Net Benefit			
Employer Participates In Worker's Compensation	Yes			
Employee Contribution	Non-Contributory			
Participation Requirement	100% of Eligible Employees			
FICA Match Service	Included			
Initial Rate Guarantee Period	2 Years			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LTD	177	\$0.22 Per \$100 Of Covered Salary	766,176.88	\$1,685.59

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this cutback schedule complies with ADEA guidelines



JEFFERSON COUNTY COMMISSION

Long Term Disability Option 3

Class Description(s):

Class 1: All Full-time Active Employees who are Management Employees

Full Time Eligibility: 30 hours per week

Class 2: All Full-time Active Employees excluding Management

Other Eligibility: 30 hours per week

Feature	Description			
Benefit Percentage	60%			
Maximum Monthly Benefit	\$7,000			
Minimum Monthly Benefit	Greater of \$100 or 10%			
Elimination Period	90 Days			
Benefit Duration	ADEA I with Social Security Normal Retirement Age*			
Definition Of Disability	Class 1 - Own Occupation to Age 65 Class 2 - 2 Years Own Occupation			
Earnings Loss From Day 1	Included			
Return To Work Incentive Applies	Yes			
Integration Method	Direct			
Social Security Offset	Family			
Pre-Existing Condition Limitation	Look-back/Insured 3/12 months			
Takeover Provision	None			
Mental Illness Limitation	24 Month Outpatient			
Substance Abuse Limitation	24 Month Outpatient			
Specified Condition Limitation	Class 1 - None Class 2 - 24 Month Limitation			
Family Care Credit	Included			
Workplace Modification Benefit	Included			
Rehabilitation Participation Requirements	Included			
Recommended Treatment Requirements	Included			
Survivor Income Benefit Option	3 Times Last Monthly Net Benefit			
Employer Participates In Worker's Compensation	Yes			
Employee Contribution	Non-Contributory			
Participation Requirement	100% of Eligible Employees			
FICA Match Service	Included			
Initial Rate Guarantee Period	2 Years			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LTD /Composite	177	\$0.52 Per \$100 Of Covered Salary	766,176.88	\$3,984.12

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this cutback schedule complies with ADEA guidelines



JEFFERSON COUNTY COMMISSION

Long Term Disability Core Buy Up

Class Description(s):

All Full-time Active Employees
 Full Time Eligibility: 30 hours per week

Feature	Description			
Buy-Up Benefit Percent	60%			
Buy-Up Maximum Benefit	\$7,000			
Buy-Up Elimination Period	90 Days			
Buy-Up Benefit Duration	ADEA I with Social Security Normal Retirement Age*			
Buy-Up Definition Of Disability	2 Years Own Occupation			
Employee Contribution	Contributory			
Enrollment Type	Traditional EOI (Annual Enrollment) ²			
Participation Requirement	25% of Eligible Employees			
Buy-Up Earnings Loss From Day 1	Not Included			
Rate Summary				
Coverage Category/Class	No of Lives (TBD)	Rate Basis	Volume(TBD)	Monthly Premium(TBD)
LTD		Per \$100 Of Covered Salary Stepped		
		UNDER 25 \$0.073		
		25 - 29 \$0.094		
		30 - 34 \$0.156		
		35 - 39 \$0.264		
		40 - 44 \$0.456		
		45 - 49 \$0.732		
		50 - 54 \$0.99		
		55 - 59 \$1.06		
		60 - 64 \$0.733		
		65 AND UP \$0.621		

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this cutback schedule complies with ADEA guidelines

² Assumes a scheduled enrollment period and standard evidence of insurability requirements apply for late entrants (employees who were previously eligible for coverage who did not enroll within 31 days of the date they were initially eligible) and for increases in coverage.



Qualifications and Assumptions

With this rate structure the employer may be electing to partially support employer paid coverages with the rate for the employee paid coverages. This means that premiums paid for one coverage may cover the cost of another coverage under the Plan. When we quote rates with such partial support between the employee paid and employer paid coverages we do so with the understanding that the employer and employee coverages are part of a single ERISA plan sponsored by the employer and that the employer has determined that the rate structure is consistent with information provided to employees and with its ERISA obligations. If this understanding is not accurate, please contact us.

Age Reduction: The employer is responsible for making sure that the offer of insurance to employees under its Benefit Plans complies with the Age Discrimination in Employment Act (ADEA). This quote may include reduced coverage for older workers based on age reduction tables. The Hartford offers a variety of age reduction tables so employers can choose the ones that work best in their Benefit Plans. Please consult your legal counsel to determine whether ADEA applies to your Benefit Plans and, if so, whether your Benefit Plans comply with ADEA and other applicable laws.

The following are assumptions upon which this proposal is based:

1. The effective date of this case will be July 1, 2021.
2. Proposal and rates are valid until June 26, 2021.
3. Rates assume a SIC code of 9111.
4. Quote assumes a Situs State of WV. Hartford standard filed contract language applies unless approved in advance by Underwriting. State filings or specially drafted contract language is not assumed in the quoted rates.
5. Assumes a fully insured, non-participating, non-dividend eligible funding arrangement, unless otherwise specified.
6. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
7. The enrolled census information must include coverage election amounts, and be within 10% of the census data used to develop this quote.
8. The Hartford reserves the right to re-price:
 - if the sold plan design differs from the proposed/quoted plan design
 - for changes in State or Federal Insurance regulations
 - if a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
 - if the quoted minimum enrollment threshold is not met
9. The Hartford reserves the right to change the plan to comply with state mandated benefits, including charging additional premium for such changes, if applicable.
10. If any contributory lines of coverage are sold, a 45-day Grace Period will apply to all lines of coverage. If only non-contributory lines of coverage are sold, a 31-day Grace Period will apply.
11. Assumes Military Leave of Absence is 12 weeks.
12. The Hartford assumes no liability to extend coverage under severance agreements unless reviewed and approved by underwriting in advance.
13. Contract language and standard benefits approved by The Hartford will be used for all insured contract and employee booklet communication material.

JEFFERSON COUNTY COMMISSION

14. The Disability definition of earnings includes Base Annual Earnings and Pre-Disability Earning. Overtime pay and target income is not included.
15. The Hartford's standard policyholder reporting package and frequency applies.
16. Quoted rates are based on all coverage lines being sold as a package.
17. We assume all eligible employees are U.S. citizens or U.S. residents, working in U.S. locations or are Accepted International Employees.
Accepted International Employees are:
 - U.S. Expatriates (U.S. citizens employed by a U.S. company, who live and work outside the U.S. on temporary assignment) or
 - Third Country Nationals (non-U.S. citizens employed by a U.S. company and who work in a country other than their own) or
 - Canadian Local Nationals (Canadian citizens working in Canada),who have met the full time eligibility requirements, are paid on the U.S. payroll, and do not work in countries subject to sanctions programs administered by the US Department of the Treasury's Office of Foreign Assets Control (OFAC), Afghanistan, Algeria, Chad, Chechnia, Columbia, Democratic Republic of Congo, Iraq, Israel, Saudi Arabia, Somalia, Sudan (South of lat.10 deg. North), Japan, Russia, Philippines, Indonesia or the Canadian provinces of British Columbia, Manitoba, Newfoundland/Labrador, Northwest Territories, Nunavut, and Saskatchewan.
18. We assume the company has been in business for at least 2 years. If otherwise, additional underwriting approval will be required prior to sale.
19. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
20. Employees are required to complete Hartford Enrollment forms. All others must be approved by underwriting in advance.
21. Late entrants are required to provide Evidence of Insurability to enter into the plan at any coverage level/amount, unless otherwise noted.
22. All enrollment materials, which include enrollment forms and brochures, must be reviewed by Underwriting prior to the enrollment date. This includes material prepared by The Hartford or any other source.
23. Assumes the plan of benefits is subject to ERISA regulations.
24. Quote assumes 1 Contract/Booklet, 1 Bill Unit, and 1 Experience Unit.
25. The Disability Core/Buy-up billing methodology assumes premium payment from first dollar of covered salary for both the Core and Buy-up plans, unless otherwise specified.
26. The employer pays the cost of Non-Contributory Long Term Disability coverage on a pre-tax basis.
27. The employer pays the cost of Non-Contributory Short Term Disability coverage on a pre-tax basis.
28. LTD Employee contributions are on a post-tax basis.
29. STD Employee contributions are on a post-tax basis.
30. Coverage for Retirees is not included.

JEFFERSON COUNTY COMMISSION

Deviations

Our proposal reflects our standard product and, consequently, may deviate from the features and/or plan designs that you requested. Accordingly, please review our proposal carefully, as we have not identified specific areas where our proposal deviates from your request. Please note that this proposal does not constitute a final offer or agreement, and it is only a summary of the benefits offered to your company.

The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment (and transferred business information) provided. Please consult with the Producer regarding all terms and conditions in this proposal.

JEFFERSON COUNTY COMMISSION

Please note the following descriptions that further explain some of our benefits and features. The descriptions are based on our Standard Language. The benefits shown below are available in most states, however, please be aware that state variations may apply.

General:

Customer Support and Online Self-Service Capabilities

We're committed to providing best-in-class service to our customers and their employees. That's why we offer online capabilities designed to save time and make it easier to manage your group benefits.

Employer Portal

Our employer portal is a secure, mobile-responsive site where employers can quickly obtain plan information and transact business to help reduce administrative burden. We continually work to enhance the site's capabilities to make it more responsive to your needs. Through our portal, you are able to access such features as:

- Electronic billing
- Reports (available in either PDF or Excel)
- Medical underwriting status for evidence of insurability
- Claim status inquiry
- Booklets
- Administration kits with forms specific to your coverage(s)

Employee Portal

Our employee portal is a secure, mobile-responsive site where employees can manage their claims, payment information and more. Your employees can access this site at any time to:

- Submit disability claims and leave of absence requests.
- View claim and payment status.
- Check their medical underwriting status for evidence of insurability.
- File an STD claim in place of telephonic submission (if your plan offers this coverage).
- Start an LTD claim.
- Upload and view documents from mobile or desktop.
- Registered users can access forms specific to your plan's coverage(s).
- Obtain information on coverage overviews and frequently asked benefit questions.
- Enroll in direct deposit for their claim payments.
- Manage their preference for alerts/notifications – email and text.

Additional Support from our Customer Solutions Center

Questions or services that cannot be handled online can be addressed by our Customer Solutions Center. Our skilled representatives, who are familiar with your case, are available Monday through Friday from 8 a.m. to 8 p.m. EST at 1-800-523-2233 and provide support to new and existing customers.

Local Service Representatives

If our Customer Solutions Center representatives can't assist you with your request, they'll be glad to put you in touch with a local service representative.

JEFFERSON COUNTY COMMISSION

Long Term Disability:

Definition of Disability

The Hartford's enhanced Ability Long Term Disability contract is built on the Hartford's *Ability* philosophy, a belief in the desire of disabled employees to lead active, independent lives.

Definition of "Disability"

In order to be considered Disabled, a claimant must have both a loss of earnings and the inability to perform his or her Essential Duties. A claimant is able to satisfy each requirement with only a partial loss of earnings and the inability to perform one or more Essential Duties. Total Disability is not required. Disability Benefits are payable when the claimant has both a loss of earnings and a "duties loss" for the duration of the Elimination Period.

Definition of Disability

The Hartford's enhanced Ability Long Term Disability contract is built on the Hartford's *Ability* philosophy, a belief in the desire of disabled employees to lead active, independent lives.

Definition of "Disability"

A Loss of Earnings is not required to satisfy the plan Elimination Period. Disability Benefits are payable when a claimant is prevented from performing one or more of their Essential Duties and a Loss of Earnings. If, at the end of the Elimination Period, a claimant still has only a Loss of Duties, we will extend the Elimination Period for up to 12 months from the Date of Disability.

We are one of a few carriers offering such an "and/or" definition of disability, and it offers a unique and powerful complement to our Ability Philosophy. Effectively utilizes an "or" definition of disability during the elimination period, allowing a claimant to attempt to return to work without the fear of delaying the satisfaction of the elimination period. Benefits will be paid when a claimant needs it the most, when they have suffered both a loss of duties and a loss of income. The language will allow an employer the flexibility to extend the elimination period, for up to 12 months from original date of disability, through their decision to continue a disabled employee at their pre-disability earnings level. It more effectively supports a return to work focus for both employers and employees.

Benefit Calculation

The benefit calculation is based on the Monthly Income Loss, which is the difference of the employee's pre-disability earnings less the current monthly earnings. The Monthly Benefit will not be less than the Minimum Monthly Benefit, if one is applicable. This calculation takes into account any income that the employee may earn while still meeting the definition of disability, and eliminates the need for additional benefit calculation methods such as partial and residual. If an overpayment occurs, we may recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

JEFFERSON COUNTY COMMISSION

Benefit Duration

The Benefit Duration is the maximum time for which we pay benefits. Depending on the schedule selected and the age at which disability occurs, the maximum duration may vary.

Age Disabled	Benefits Payable - Elimination period less than 180 days
Prior to Age 63	To Normal Retirement Age or 48 months if greater
Age 63	To Normal Retirement Age or 42 months if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by the date of birth as follows:

Year of Birth	Normal Retirement Age
1937	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67



JEFFERSON COUNTY COMMISSION

Family Care Benefit

This benefit is available to help a claimant with family care expenses while he or she is participating in a rehabilitation program. The allowable expenses are treated as a deduction from earnings for purposes of calculating the monthly benefit payable. The maximum monthly family care credit allowed for each qualifying child or family member is \$350 during the first 12 Months of the rehabilitation program and \$175 thereafter, not to exceed \$2500 in a calendar year. The benefit is built into the coverage at no additional cost, and is designed to decrease as the employee's earnings increase.

Job Offered but Refused

In determining benefits payable, the amount of potential income from a job offered by the employer, or another employer, will be considered as earned income, even if the offer is refused. This encourages claimants to utilize return-to-work opportunities.

Pre-existing Condition Limitation

This limitation applies to conditions for which an employee receives medical services within 3 months of the effective date of coverage. No benefits are payable for a disability resulting from such a condition until the employee has been covered for 12 consecutive months. In addition, the amount of a benefit increase, which results from a change in benefit options, a change of class or a change in the Plan, will not be paid for any Disability that is due to, contributed to by, or results from a Pre-Existing condition.

Note: This limitation does not include "prudent person" language, which is difficult to administer and can be unfair.

Recommended Treatment Requirement

Benefit payments will terminate if the claimant refuses to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition. This language also encourages claimants to participate in programs and treatments that can help them return to work and achieve independence. (This is not applicable in New Jersey.)

Rehabilitation Participation Requirement

Benefit payments will terminate if the claimant:

- refuses to participate in a rehabilitation program (not applicable in CA or NJ);
- refuses to cooperate with or try modifications made to the work site or job process, or adaptive equipment or devices designed to accommodate the claimant's identified medical limitations and enable the claimant to perform the essential duties of his/her or any occupation. A qualified physician must also agree that specific modifications or adaptive equipment accommodates the claimant's medical limitations.

This language encourages claimants to take advantage of the programs and resources offered to them whenever appropriate to help them return to active, productive, independent lives.

JEFFERSON COUNTY COMMISSION

Return to Work

This incentive allows employees who return to work while disabled to receive up to 100% of pre-disability earnings for the first 12 months after they return to work. This encourages employees to return to full-time work as soon as possible.

Any Occupation Earnings Test

When the Disability Definition moves to the Any Occupation definition, The Hartford will base the determination of Disability on the claimant's ability to work in an occupation that matches his or her education, training or experience and also has an earnings potential equal to or greater than the product of his or her Pre-disability Earnings and the Disability Benefit percentage (or equal to or greater than the Maximum Monthly Benefit, if lower).

Survivor Income Benefit

If an employee dies while receiving disability benefits, a benefit will be paid to the spouse or child(ren) of the employee. This is a way of providing eligible survivors with valuable financial help when the loss of the insured family member occurs.

Workplace Modification

Workplace Modification provides reimbursement to the employer for the expense of reasonable modifications made to a workplace to accommodate an employee's disability and return him/her to active full-time employment.

Self-Reported or Subjective Illness Limitations

This Hartford LTD contract contains contract wording to limit certain specified conditions, including self-reported and subjective illnesses. The types of conditions that are limited are chemical and environmental illnesses, chronic fatigue illnesses, musculoskeletal and connective tissue illnesses, self-reported symptoms not attributed to a specific diagnosis, and other specified diagnosis.

We do not include "prudent person" wording in our definition of what constitutes a pre-existing condition, as this is a highly subjective measurement.

Self-Reported or Subjective Illness Limitations

This Hartford LTD contract does not contain contract wording to limit self-reported or subjective illnesses. We handle claims for these conditions the same way we handle all claims – by focusing on functionality instead of the diagnosis.

We also do not include "prudent person" wording in our definition of what constitutes a pre-existing condition, as this is a highly subjective measurement.

JEFFERSON COUNTY COMMISSION

FICA Match Service

The Hartford will match and pay a Long Term Disability policyholder's share of FICA taxes on benefits paid to disabled employees. We will also prepare all necessary Long Term Disability W-2 forms at year-end.

Guarantee Issue

The Guarantee Issue level is the maximum benefit available without Evidence of Insurability. The Guarantee Issue level applies to all eligible employees who properly enroll for coverage within 31 days after becoming eligible.

JEFFERSON COUNTY COMMISSION

Short Term Disability:

Definition of Disability

Disabled and Working Benefit, which is standardly included in the plan, allows benefits to be payable to a claimant that meets the definition of disability while working. If the Benefit Commencement Option is not included, the claimant is required to be totally disabled during the waiting period in order for benefits to commence. If the Benefit Commencement Option is included, the claimant can satisfy the waiting period with days of Total Disability or days of disability while working.

Telephonic STD Claim Services

The Hartford's convenient paperless process allows claimants to simply call an 800# to report a Short Term Disability claim, instead of filling out and submitting a paper claim form. Necessary information to process the claim is gathered via telephone which ensures timely notification and prompt claim service. At the same time it alerts The Hartford's claim specialists so they are prepared to offer their services early in the process, if needed.

JEFFERSON COUNTY COMMISSION

The Hartford's *Rewarding Returns* Service – Return to Work (RTW) Support

When an employee is out of work due to an illness or injury, their absence impacts the organization in many ways. Employers with effective return-to-work programs provide opportunities to safely ease the recovering employee back into the workplace. A return-to-work philosophy is a win-win for both the employer and the employee. The employer may see reduced lost time costs, improved workplace productivity, shorter STD durations and improved LTD experience. The employee may benefit from shorter recovery time, improved morale and an increased feeling of being valued by the organization.

While most employers recognize the positive aspects of effective return-to-work efforts, they may need help and support in developing a process or program to do so. In response, we designed RTW support services, called Rewarding Returns, which is customized to the unique needs of each employer.

Our Rewarding Returns service provide employers with tools, sample documents and guidance so they can develop formalized and sustainable return-to-work practices.

Toolkit includes:

- **Sample RTW Policy:** Provides a template and suggestions for the employer's internal policy or program.
- **Sample RTW Project Plan:** Outlines key activities and milestones to be considered in formalizing RTW.
- **Sample Communications:** Directed to employees to reinforce the employer's commitment to return-to-work assistance.
- **Sample Medical Provider Note:** Offered to engage the medical provider in RTW collaboration.
- **Sample Transitional Work Plan:** Can be used as a "mini-contract" with the employee to clearly state the parameters of the RTW or transitional work option.
- **Sample Manager's Training:** Educate the employer stakeholders on the purpose and value of RTW considerations.

Our toolkit is combined with individualized consultative services provided by an industry professional, skilled in employer guidance and disability management. RTW consultation is available to help the employer determine the scope of their work efforts, prioritize decisions and activities, gain industry best practices and learn about peer companies' experiences to help customize their programs. Our comprehensive approach to RTW helps employers become effective RTW partners, which benefits everyone involved in the disability management arena.

To learn more about these services, please contact your Hartford representative who can connect you with The Hartford's RTW Consultant.

JEFFERSON COUNTY COMMISSION

Additional Services:

Travel Assistance and ID Theft Protection Services

Travel Assistance & ID Theft Protection Services¹ Services include pre-trip information that helps employees feel safe and secure while traveling. It also gives them access to medical professionals across the globe for medical assistance when traveling 100+ miles away from home for 90 days or less when unexpected detours arise. Another important service is ID theft protection, available 24/7 whether home or away. Protection is provided two ways: Educational materials to help prevent identity theft. And access to caseworkers who can help victims resolve problems that result from identity theft.

¹Travel Assistance and ID Theft Protection Services are provided by Generali Global Assistance, Inc. Generali Global Assistance, Inc. is not affiliated with The Hartford and is not a provider of insurance services.

The Hartford is not responsible and assumes no liability for the goods and services described in this material and reserves the right to discontinue any of these services at any time. Services may vary and may not be available in all states. Visit <https://www.thhartford.com/employee-benefits/value-added-services> for more information.

Jefferson County Policies & Procedures			
Policy Name:	Health and Welfare Benefits	Approved:	
Policy Number:	220	Author:	Gordon / Grove
Associated:			

The County provides full-time employees and elected officials (“full-time employee”) with certain group insurance programs and offers eligible employees the opportunity to elect participation in other voluntary insurance programs. The terms of the County’s benefits plans are subject to change. The County is not responsible for any changes in or elimination of benefits or benefit plans. All county benefits and related forms are detailed on the County’s website at www.jeffersoncountywv.org and selecting **County Government**, then **County Employee Benefits**.

These programs include a wide range of plans including health, dental, vision, group term life and accidental death and dismemberment insurance, **short- and long-term disability insurance**, and other specialized insurance plans. Payment for your cost share of insurance premiums for voluntary benefit programs you elect are made through payroll deduction during each bi-weekly payroll period. Other benefits include: holiday pay, vacation and sick leave (refer to policy *208-Absence Time with Pay*). The County strives to offer a comprehensive and competitive array of benefit programs to attract and retain employees while maintaining a reasonable level of cost sharing with you.

CONFIDENTIALITY OF MEDICAL RECORDS

Medical records and sensitive information regarding an employee’s health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, and as necessary for insurance purposes.

WHEN CAN I ELECT COVERAGE?

If you are a full-time employee of the County, you are eligible to elect coverage for yourself and your eligible dependents during your initial enrollment period within your first thirty (30) days of employment. Additionally, you can elect healthcare coverage or make changes in your coverage election annually during the County’s Benefits Open Enrollment Period unless you experience a life status change. To change your coverage(s) when a qualified life status change occurs, you must contact Payroll within thirty (30) days of the qualifying event for the expected change to be accepted by the County. Otherwise, you will need to wait for the next Open Enrollment Period in which you are eligible to participate and the change(s) will become effective the following July 1. You should contact the Payroll or Human Resources Department to request changes as a result of a qualified life status change. Examples of a qualifying event includes but is not limited to: marriage; birth or adoption of a child; a new job; spouse’s loss of coverage; divorce; and death.

GROUP HEALTH INSURANCE

If you are a full-time employee of the County, you are eligible to participate in one of the group healthcare insurance plans offered by the County beginning on the first day of the month, the following month after your first full day of employment. (i.e. You must have worked one full day prior to the 1st day of the month to be eligible for that month.) Provisions of the group healthcare insurance plans,

including the summary plan description, are available on the County's website at www.jeffersoncountywv.org by selecting **County Government**, then **County Employee Benefits**. New employees will also receive information regarding plan details during their initial thirty (30) days of employment. The County's health insurance plans include prescription coverage.

This is a voluntary benefit. If you elect to participate, both you and the County will share the premium costs for the level of coverage you elect, i.e., employee only, employee plus one dependent, employee plus family—via biweekly payroll deduction. Premiums are paid on a pre- tax basis. You may elect coverage during your initial enrollment period within your first thirty (30) days of employment, or within thirty (30) days of a life status change event.

HEALTH REIMBURSEMENT ACCOUNTS

If you are a full time employee, you may be eligible to participate in the health reimbursement account (HRA). Rules and regulations regarding the flexible benefits plans are governed by the Internal Revenue Service (IRS) and they may change benefits periodically. Employees may elect to participate in a Health Reimbursement Account (HRA) offered by the County. The HRA provides a way for you to obtain reimbursement for out of pocket deductibles for your own and/or eligible dependent's medical expenses covered by the County's health plan up to the total dollar amount established by the health plan Deductible Limits and in excess of the plan HRA Limits. The HRA may reimburse the difference between the plan deductibles that are in excess of the HRA Limits and the Deductible Limits. Health Reimbursement Account balances reset each July 1. Reimbursements should be submitted timely and must be submitted prior to any end of plan year required submission dates. HRA Limits, Deductible Limits, reimbursement forms and required submission deadlines are located on the County's website (see the first paragraph of this policy).

For example: If the HRA Limit is \$100 Individual /\$200 Family and the plan Deductible Limit is \$500 Individual /\$1000 Family, the maximum HRA reimbursement would be the difference between the two or \$400 Individual / \$800 Family. Plan HRA Limits and Deductible Limits are subject to change; and, this example does not represent the plan's actual HRA Limit or Deductible Limit.

GROUP DENTAL INSURANCE

If you are a full-time employee of the County, you are eligible to participate in the County's stand-alone group dental insurance plan beginning on the first day of the month following your first day of employment. Details and provisions of the group dental insurance plan are available on the County's website (see the first paragraph of this policy), in the Payroll Department, and in the Human Resources Department. New employees will also receive information regarding plan details during their initial thirty (30) days of employment

This is a voluntary benefit. If you elect to participate, both you and the County will share the premium costs for the level of coverage you elect, i.e., employee only, employee plus one dependent, employee plus family—via biweekly payroll deduction. Premiums are paid on a pre- tax basis. You may elect coverage during your initial enrollment period within your first thirty (30) days of employment. Additionally, you can make changes annually during the County's Benefits Open Enrollment Period.

GROUP VISION INSURANCE

If you are a full-time employee of the County, you are eligible to participate in the County's stand-alone group vision insurance plan beginning on the first day of the month following your first day of employment. Details and provisions of the group vision insurance plan are available on the County's website (see the first paragraph of this policy), in the Payroll Department, and in the Human Resources Department. New employees will also receive information regarding plan details during their initial thirty (30) days of employment

This is a voluntary benefit. If you elect to participate, both you and the County will share the premium costs for the level of coverage you elect, i.e., employee only, employee plus one dependent, employee plus family—via biweekly payroll deduction. Premiums are paid on a pre- tax basis. You may elect coverage during your initial enrollment period within your first thirty (30) days of employment. Additionally, you can make changes annually during the County's Benefits Open Enrollment Period.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The County has established an Employee Assistance Program (EAP) for all employees and their immediate family members living in the employee's household. EAP is available beginning on your date of hire.

The EAP is a confidential resource for you and your family members who wish to speak with a professional who can help you identify and resolve your personal or family problems. Contacts with the EAP are held in strict confidence. The County understands that problems, whether affecting an employee or a family member, can have a direct effect on personal well being and work performance. The County recognizes that there may be times when these problems become too great to handle alone and encourages you and your family members to seek assistance from the EAP. In some cases, where your job is adversely affected, your supervisor may require EAP intervention.

The County, at no cost to the employee, provides up to three (3) counseling sessions per issue. The counselor may make referrals to appropriate resources in the local community or provide short-term problem solving as appropriate. Fees charged by outside referral professionals are your responsibility in coordination with your health insurance benefits. For confidential assistance call the Employee Assistance Program, details are available on the County's website (see the first paragraph of this policy), in the Payroll Department, and in the Human Resources Department.

SHORT-TERM DISABILITY INSURANCE (STD)

If you are a full-time employee of the County and have been employed for thirty (30) days or more, you may be eligible for short- and/or long-term disability leave if you incur a non-work related injury or illness. To be eligible to apply, you must have exhausted all your accrued time off balances; first your sick leave accruals, and then all other accruals such as vacation and compensatory leave.

Disability leave provides taxable income for the period of time it takes for you to be rehabilitated to perform your original job or obtain a different occupation (in cases when you would never be able to perform your original job). In the latter case, the County will attempt to place you in a position that you are capable of performing. The County will make reasonable accommodation for the known physical or

mental limitation of a qualified applicant or employee with a disability upon request unless accommodation would cause undue hardship to operation of County business.

Short-Term Disability – Important Information about Your Benefit:

- Your benefit is **XX percent (XX%)** of your regular base salary up to **\$XXX.00** per week.
- You must meet the definition of ‘disabled’ to be eligible to receive STD benefits.
- A **X-day elimination** period is required before you may begin receiving STD benefits.
- The maximum STD benefit is **XXXXXX (XX) days** or **XXXXX (XX) weeks** for a non-work related injury/illness.
- The County pays **XXX XXXX percent (XXX%)** of the premium costs for this benefit.

To Place a Claim for Short-Term Disability Benefits:

- The STD claim packet is available from the County’s Human Resources Department.
- You will need to complete your claim and your licensed attending physician will need to provide the STD Administrator with information regarding your injury/illness.
- Your completed STD claim paperwork must be returned to Human Resources for submission to the STD Administrator for review and approval or denial.
- The STD Administrator will notify you directly about approval or denial of your STD claim.
- If your claim is approved, your STD benefits checks will be paid directly to you weekly by the STD Administrator at your home address on record with the County.

Continuation of Benefits While on Short-term Disability:

- Since you will receive STD benefits directly from the STD Administrator, you will not receive pay from the County.
- You will have the **option to continue or suspend your insurance coverage** (medical, dental and vision coverage). If you opt to continue your medical, dental or vision benefits, **you will pay the same rate as that paid by active employees**. You are responsible for all payments that are usually deducted from your County pay, i.e., medical, dental and vision premiums. All other deductions will be suspended (e.g., savings bonds, 457 contributions, credit union loan payments, pension plan contributions, statutory pay withdrawals such as garnishments).

When you have exhausted your own leave accrual banks, and you are collecting **either donated leave (See also policy 218-Donated Leave)**, short-term or long-term disability, Workers’ Compensation, or you are in an unpaid status, your accruals will be frozen until you are actively back at work. You may be **separated from service after being off work six (6) months for a disability**. In special cases where the physician’s report verifies that you will not be returning to work and the County is unable to successfully place you in another position, you **may be separated from service prior to six (6) months of disability leave**. (See also policy 216- Family and Medical Leave Act for additional information.) If separation occurs, and you are a full-time employee, you will be paid for all accrued, unused vacation leave.

LONG-TERM DISABILITY INSURANCE (LTD)

If you are a full-time employee who has been absent from work for your own injury/illness and you need to be off from work for a period longer than **XXXX (XX) weeks**, you may apply for long-term disability benefits. You will follow the same process outlined above to process your claim for long-term disability benefits. If your claim for long-term disability benefits is approved, you will receive the benefit

as indicated in the plan document up to a maximum monthly amount. Since this is a County-paid benefit (i.e., the County pays 100% of the premiums), long-term disability benefits are fully taxable. If your claim is approved, benefits will continue as long as you continue to meet the LTD Administrator's definition of 'disabled' and/or up to age 65. Long-term disability benefits are offset by any Social Security benefits you may receive and may be offset by other income you receive. Please refer to "Continuation of Benefits While on Short-term Disability" in the previous section for important information regarding continuation of your County benefits while on long-term disability.

GROUP TERM LIFE INSURANCE

Life insurance offers you and your family important financial protection. The County automatically provides County-paid Basic Term Life and Accidental Death and Dismemberment Insurance coverage for eligible full-time employees equal to a flat amount of \$50,000. The premiums for this benefit are paid by the County.

Employees have the option to purchase supplemental life insurance for themselves, their spouse and/or dependent children; and, the employee is responsible for paying the one hundred percent (100%) of premium for supplemental life insurance.

You are eligible to participate in this coverage beginning on the first of the month following your initial thirty (30) calendar days of employment. Details and provisions of the group term life insurance plan are available on the County's website (see paragraph 1 of this policy). New employees will be provided information regarding this and other employee benefits during their initial thirty (30) days of employment.

When you end employment with the County, you will have an opportunity to elect to continue your group term life benefit through a convertible option.



Employee Handbook Receipt Acknowledgment

Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Company XYZ, and I understand that I should consult the President or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with Company XYZ voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Company XYZ can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the President of Company XYZ or designated representative of the company, no manager, supervisor, or representative of Company XYZ has any authority to enter into any agreement for employment other than at-will; only the President of the company has the authority to make any such agreement and then only in writing signed by the President of Company XYZ.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Company XYZ. By distributing this handbook, the Company expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Company XYZ, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of Company XYZ has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Company XYZ is employment at-will, which may be terminated at the will of either Company XYZ or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Company XYZ or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

HR DAILY NEWSLETTER

News, trends and analysis, as well as breaking news alerts, to help HR professionals do their jobs better each business day.

SHRM provides content as a service to its readers and members. It does not offer legal advice, and cannot guarantee the accuracy or suitability of its content for a particular purpose.

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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

Employee Policies and Procedures Acknowledgement

I acknowledge that the Jefferson County Commission, Employee Policies and Procedures are publicly available on the County's website www.jeffersoncountywv.org under **County Government, Employee Policies and Procedures** and that printed copies of individual policies may be obtained in the County Commission office at 124 East Washington Street, Charles Town, WV 25414. The Employee Policies and Procedures page has the following URL:

<http://www.jeffersoncountywv.org/county-government/employee-page/jcc-county-employee-pages/policies-and-procedures-copy>

The employee Policies and Procedures describe important information about the Jefferson County Commission; and, I understand that I should consult with my department's Elected Official / Department Head or the County Administrator regarding any questions not answered in those policies.

- I understand that my department's Elected Official / Department Head may issue departmental procedures that complement and are in addition to the county Policies and Procedures. Unless an exception is detailed within the county Policy, department procedures shall not supersede County procedures, applicable WV State Code, or state or federal law.
- I understand and agree that nothing in the policies and procedures creates, or is intended to create, a promise or representation of continued employment.
- I understand that it is my responsibility to read and comply with the policies contained in the Policies and Procedures detailed online and any revisions made to it.

Employee Printed Name

Employee Signature

Date

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Dennis Jarvis, II

Department or Organization: Jefferson County Development Authority (JCDA)

Estimation of amount of time needed for appointment: 15 Minutes.

Date Requested – 1st Choice: May 20, 2021

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Additional Compensation for JCDA staff**

Please provide the County Commission with a description of your request or presentation, including any background information: The JCDA is seeking to provide supplemental compensation to the existing JCDS Administrative Assistant for accepting additional duties in the absence of the JCDA Project manager. The additional duties being performed include: Maintaining and updating the JCDA website jcda.net- and social media channels on a reoccurring basis, assisting the director in attending meetings involving the JCDA and business retention visitations.

Is this a funding request? Y/N

If so, how much? \$1,713.00

Provide exact financial impact/request: The JCDA is requesting the supplemental pay be provided for the pay periods in the following months: June, July, and August. The proposed funding would be the unencumbered salary for the open Project Manger for the current FY20/21 and FY 21/22- 5% increase with a base pay of \$481.25 with fringe \$571.00

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

The Jefferson County Commission approves the additional compensation for a three-month period beginning with payroll on June 10, 2021 and ending on the pay period August 26, 2021.

Attach supporting documents for request, or request may be denied. Please review the job description for the open KCDS Project Manager position to outline the additional duties for staff.

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: djarvis@jcda.net

Phone Number: 304-728-3255

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

**Jefferson County
Job Description**

Position Title:	Program Manager	Grade Level:	
Department	Jefferson County Development Authority	Date:	
Reports to:	Executive Director	FLSA Status	

Statement of Duties: The employee develops and implements economic development and marketing programs and initiatives that promote Jefferson County to a national audience of expanding and relocating companies and agencies, site selection consultants, and corporate decision makers. Responsibilities include overseeing the JCDA’s comprehensive multi-media marketing and public relations strategy, maintaining the JCDA website, and creating marketing materials. The employee will use web-based marketing tools, such as Constant Contact, PRWeb, and social media in the course of daily duties. The employee will be responsible for researching and updating demographic data relevant to economic development. The employee will cultivate and maintain relationships with local and regional media, and market Jefferson County businesses and business-friendly environment to national electronic, broadcast and print media outlets.

The employee will also assist the Executive Director with coordinating and conducting retention visits to existing businesses in Jefferson County as well as all aspects related to prospects inquiring about sites or relocation in Jefferson County. The employee will research and disseminate demographic information in response to requests for information about Jefferson County. The employee will also coordinate the logistics for meetings, public events, and trade shows. Employee is required to perform all similar or related duties.

Supervision Required: Under general supervision of the Executive Director, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently without specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee’s work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed. Must be able to work independently and manage multiple high-priority projects.

Supervisory Responsibility: Employee may provide immediate supervision over other employees in the same department on a project-by-project basis.

Confidentiality: Employee will have access to personnel information and confidential matters relating to prospects and site selection.

Accountability: Consequences of errors or poor judgment may include adverse public relations and/or missed deadlines.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation or guideline.

County Commission Administrative Office
Program Manager, JCDA
4/28/15

Jefferson County Job Description

Complexity: Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques, or determining the methods to accomplish the work.

Work Environment: The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours to attend evening meetings.

Nature and Purpose of Public Contact: Relationships are constantly with co-workers, the public, groups and/or individuals such as civic leaders, peers from other organizations, representatives of professional organizations, and the news media. The employee serves as a recognized authority of the organization in matters of substance or considerable importance. The employee may, on behalf of a department head, communicate departmental practices, procedures, regulations or guidelines. May be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

Occupational Risk: Duties of the job present little potential for injury. Risk exposure is similar to that found in typical office settings.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Develop and implement economic development and marketing programs and initiatives that promote Jefferson County to a national audience of expanding and relocating companies, site selection consultants, and corporate decision makers. Oversee the JCDA's comprehensive multi-media marketing and public relations strategy. This will include creating and distributing related materials including advertisements, news releases, annual reports, and electronic based marketing materials.
2. Maintain and regularly update the JCDA's website (www.jcda.net), the Burr Business Park microsite, and social media accounts with timely and relevant information and news. Interfaces with web consultant. Demonstrates understanding of SEO and other web traffic principals. Use web-based marketing tools, such as Constant Contact and PRWeb, to promote Jefferson County. Stays informed of available property in the County and oversees the GIS-based available property database on the JCDA website.
3. Develop a pro-active news marketing program to promote Jefferson County to appropriate print, electronic, and broadcast media outlets. Develop and maintain relationships with local and regional reporters and editors. Look for opportunities to promote Jefferson County in national news arenas.

County Commission Administrative Office
Program Manager, JCDA
4/28/15

Jefferson County Job Description

4. Assist the Executive Director with the Business Retention and Expansion Program by marketing JCDA business assistance program, arranging and attending retention visits, and conducting appropriate follow-up.
5. Assist the Executive Director with business development and all prospect activity. Help develop and implement new strategies to attract prospects.
6. Conduct research and update all demographic information for Jefferson County and its inclusive areas to entice company relocations. Provide demographic and statistical information requested by prospects, city officials, local organizations, site consultants, the general public, etc.
7. Prepare and update print and electronic marketing materials and packages distributed to business prospects.
8. Establish and foster successful partnerships with appropriate business and municipal departments, such as the Chamber of Commerce. Assist and support employers and provide community outreach to further economic development in the County. Represent the JCDA on municipal and community committees, at local government public meetings, and at public events, such as ribbon cuttings and groundbreakings.
9. Plan, direct, and handle logistics for public events, conferences and other meetings as needed.
10. Promote Jefferson County through responses to prospect inquiries. Increase the visibility and enhance the image of the county in all dealings with the public. Prepare correspondence relating to public outreach and business recruitment over Executive Director signature.
11. Help with grant writing and preparation.
12. Create and oversee programs to foster entrepreneurship in Jefferson County, including but not limited to the quarterly Eastern Panhandle Entrepreneurs Forum (EPEF).
13. Perform special projects and other duties as assigned by the Executive Director.
14. Attend and support continuing education seminars, committees, and conferences related to economic development.

Recommended Minimum Qualifications:

Education and Experience: Bachelor's degree in marketing or business administration from an accredited college or university with three to four (3-4) years of related work experience; or any equivalent combination of education, training and experience which provides the required

County Commission Administrative Office
Program Manager, JCDA
4/28/15

Jefferson County Job Description

knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: A valid driver's license is required for this position.

Knowledge, Abilities and Skill

Knowledge: Common policies, practices and procedures of the department and office operations; laws and regulations pertinent to position functions.

Abilities: Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks and maintain confidential information.

Skills: Possesses the following: superior written and oral communication skills, outstanding interpersonal skills, personal computer skills, project management ability, research capability, mathematical skills, and recordkeeping skills. Proficient in Microsoft Office, Adobe Creative Suite, website content management systems and web-based marketing tools such as PRWeb and Constant Contact. Demonstrates a keen attention to detail and the ability to coordinate and juggle multiple high-priority projects.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as books, office equipment and computer paper.

Motor Skills: Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a telephone system, computer and/or most other office equipment, typing and/or word processing, filing, and sorting.

Visual Demands: Visual demands include constantly reading documents for general understanding and for analytical purposes.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



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

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 20, 2021**

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

Date Requested – 2nd 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. Report by counsel as previously assigned by Commission: creation of Jefferson County Fire Board, Jefferson County Emergency Ambulance Service Board, and organization of Jefferson County Emergency Services Agency; including potential structure, financial issues and matters related thereto.
2. Discussion of legal issues regarding proposed solar text amendment including bonding and related matters. Discussion/Action.
3. Discussion of Jefferson County Civil Action No.'s 2021-C-33 through 37. Discussion/Action.
4. Discussion of issues regarding impact fees and proffers. Discussion/Action.
5. Discussion of Jefferson County Civil Action No.'s 2021-C-46 through 50. 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



Name: **Tricia Jackson, Commissioner**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 20, 2021**

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

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

Jefferson County Emergency Services Agency - Board Director Member Misconduct - 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.](#)



AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name: **Stephanie Grove, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 20, 2021**

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

Date Requested – 2nd Choice: [Click here to enter text.](#)

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

- **Approval of Contract with Fitch and Associates – Discussion/Action**
- **Discuss Ambulance Fee Collections Plan - Discussion/Action**
- **State of West Virginia - Legislative Citation - Recognizing County Officials and Personnel as Essential Workers.**
- **American Rescue Plan Overview - Schedule public hearing - 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.](#)



HOUSE OF DELEGATES OFFICE OF THE MINORITY LEADER

BUILDING 1, ROOM M-260
1900 KANAWHA BLVD., EAST
CHARLESTON, WV 25305-0470
PHONE (304) 340-3240
EMAIL: DOUG.SKAFF@WVHOUSE.GOV

DOUG SKAFF, JR.
MINORITY LEADER
(304) 549-2171

May 3, 2021

The Honorable Josh Compton
President
Jefferson County Commission
PO Box 208
Charles Town, WV 25414

Dear Commissioner Compton:

I am pleased to share the enclosed citation with the Jefferson County Commission, county elected officials and county employees. Legislators from around the state signed on to this citation to recognize the incredible work that county officials all have done throughout the past year.

This is a small token of our appreciation to show our thanks for the work that you all have done to keep our state moving during these unprecedented times. Thank you for all that you do to help West Virginians stay here, rebuild here and succeed here.

Sincerely,

A handwritten signature in black ink that reads "Doug Skaff, Jr." in a cursive style.

Doug Skaff, Jr.
Minority Leader

Enclosure

State of West Virginia

Legislative Citation

Recognizing County Officials and Personnel as Essential Workers

Whereas, the worldwide coronavirus pandemic has presented immense challenges for state and local governments in West Virginia; and

Whereas, county government officials and personnel have been selflessly committed to maintaining continuity of county government services during these most uncertain of times; and

Whereas, county commissioners have managed the myriad of challenges necessary to sustain the provision of services even amidst unforeseen shrinking county revenues; and

Whereas, county sheriffs and deputies have remained on the front lines by answering calls even while sacrificing their own safety to preserve the welfare of their citizens; and

Whereas, county clerks dutifully kept their offices operational to successfully administer the primary and general elections with the utmost integrity while facing innumerable logistical challenges; and

Whereas, county prosecutors and circuit clerks worked tirelessly to ensure that justice was "being served," even in the face of prolonged courtroom closures and backlog of caseloads resulting thereof; and

Whereas, county assessors continued to work in the field outside the confines of the office to meet the constitutional and statutory obligations of their office that is essential to the fiscal solvency of county government; and

Whereas, the State of West Virginia has been recognized as a national leader in its handling of the COVID-19 pandemic which was made possible through collaboration of state and local government officials and personnel, and the devout commitment of its citizenry; therefore

West Virginia County Officials and Personnel are hereby recognized.

*This Citation presented by
Delegate Doug Skaff*

*Delegate Jim Barach
Delegate Trenton Barnhart
Delegate Mick Bates
Delegate Jordan Bridges
Delegate Barry Bruce
Delegate Moore Capito
Delegate Roger Conley
Delegate Phil Diserio
Delegate Ed Evans
Delegate Dana Ferrell
Delegate Don Forsht
Delegate Ric Griffith
Delegate Josh Higginbotham
Delegate John Paul Hott
Delegate Dean Jeffries
Delegate D. Rolland Jennings
Delegate John Kelly
Delegate Todd Longanacre
Delegate Phil Mallow
Delegate Carl Martin
Delegate Ty Nestor
Delegate Dave Pethitel
Delegate Chris Pritt
Delegate Ben Queen
Delegate Clay Riley
Delegate Doug Smith
Delegate Brandon Steele
Delegate Christopher Toney
Delegate Danielle Walker
Delegate Bryan Ward
Delegate Steve Westfall
Delegate Mark Zatezalo*



*Delegate Brent Boggs
Delegate Jason Barrett
Delegate Josh Booth
Delegate Nathan Brown
Delegate Adam Burkhammer
Delegate Wayne Clark
Delegate Vernon Criss
Delegate Joe Ellington
Delegate Tom Fast
Delegate Shawn Fluharty
Delegate Joey Garcia
Delegate Caleb Hanna
Delegate Chuck Horst
Delegate Eric Householder
Delegate Riley Keaton
Delegate David Kelly
Delegate Daniel Linville
Delegate Chad Lovejoy
Delegate John Mandt
Delegate George Miller
Delegate Larry Pack
Delegate Jonathan Pinson
Delegate Mike Pushkin
Delegate Ken Reed
Delegate Ruth Rowan
Delegate Joe Statler
Delegate Eriikka Storch
Delegate Heather Tully
Delegate Johnnie Wamsley
Delegate Guy Ward
Delegate Kayla Young
Delegate Lisa Zukoff*

Please Run 2 Times:

May 19 & May 26

**NOTICE OF PUBLIC HEARING
Thursday, June 3, 2021 at 1:30 PM**

The County Commission of Jefferson County will hold a Public Hearing regarding a Zoning Map Amendment (rezoning) for the property designated as Tax District Middleway (07); Tax Map: 3; Parcels: 29 and 35. The property consists of two vacant parcels located east of Route 480 (Kearneysville Pike) and one mile north of the Route 9 interchange. The property owner/applicant is Mark Ralston, Jefferson Orchards Inc. The combined parcel size is approximately 238.9 acres (based on survey). The property is currently zoned Rural and a petition has been made to the County Commission by the property owner to change the zoning classification of 43.7 acres of the property from Rural to Light Industrial and 195.2 acres from Rural to Residential Growth (Planning Commission File #21-2-Z).

The hearing will be held on **Thursday, June 3, 2021 at 1:30 PM** as a virtual meeting via GoTo Meeting. The URL will be published on the meeting agenda.

Oral or written comments can be provided at the hearing on **Thursday, June 3, 2021 at 1:30 PM**. Written comments may also be submitted to info@jeffersoncountywv.org or to PO Box 250, Charles Town, WV 25414.

Please contact the Office of Planning and Zoning for additional information on the proposed request: 304-728-3228 or visit the County's website: www.jeffersoncountywv.org.

By Order of the Jefferson County Commission
Steve Stolipher, Acting President

Jessica Carroll

From: Nance Briscoe <nancebriscoe@comcast.net>
Sent: Tuesday, May 4, 2021 2:22 PM
To: JCCInfo
Cc: Josh JJ Compton; Steve Stolipher; Caleb Hudson for JeffersonWV; Tricia Jackson
Commissioner; Jane Tabb
Subject: JCC Public Comment for May 6, 2021

Dear Jefferson County Commissioners,

May 4, 2021 regarding the May 6, 2021 JCC Packet

PUBLIC COMMENT – Nance Briscoe from and for Cloverdale Heights Homeowners Association, Inc.

Concerning Nathan Cochran, Assistant Prosecuting Attorney Discussion of legal issues regarding proposed solar text amendment including bonding and related matters. Discussion/ Action

The passing of the solar amendment in April 2021 has contradicted what our homeowners were told and expected. Mr. Compton arbitrarily modified the easement measurement due to an uninvolved and unknown solar company “OPDEnergy” providing information that apparently swayed Mr. Compton’s decision and no one could verify the measurement at the meeting that night.

Being the first group of 137 homeowners in Jefferson County to be affected by the solar amendment we are concerned for the future as well. Measuring from one of our residential homes out to 50 feet will not reach the solar farm panel. Measuring from the common property line out 50 feet remains unacceptable as well.

The proposal of 200 feet from the common property line was and had been agreed to by EDF Renewables. We do not expect Mr. Compton’s amendment to modify EDF Renewable’s existing agreement with our community. We find fault with OPDEnergy’s input at the eleventh hour – how do they have the clout?

The entire communication between EDF Renewables, Orion Strategies and Jefferson County citizens, including Cloverdale residents can be viewed for your verification at:

<https://www.youtube.com/watch?v=XpgY2dER5WE>

specifically at 1:48:36 through 1:52:36

CONFIRM MEASUREMENT ending with amendment draft inquiry

I am saddened to see PUBLIC COMMENT being moved to the end of the JCC Agenda – this action does not aid the JCC’s discussions or resulting actions to vote on Jefferson County issues on behalf of their constituents at all. Voting prior to the facts & public comments from constituents is at best counterproductive and leads to animosity, mistrust, and certainly division.

Thank you for your time and consideration,

Nance Briscoe
(304) 728-2201 Direct
22 Cloverdale Place
nancebriscoe@comcast.net
Charles Town, WV 25414

Jessica Carroll

From: garydevoe@frontier.com
Sent: Wednesday, May 12, 2021 9:56 AM
To: Jessica Carroll
Cc: Gary D Devoe
Subject: Re: Jefferson County Commission, WV: Website Form Notification

Thank you, Gary

P.S. I saw a very young boy riding an atv at gate 3 at the intersection of lakeside drive and mission road yesterday at 4:30pm with no helmet and had a Farm Use tag on the rear end of the atv. He was trying to cross the road to get to the river side of shannondale and I waited for him to cross since there were other autos at the intersection waiting to go thru a 4-way stop. Our law enforcement officers sure have their work cut out trying to enforce the current laws since their seems to be less and less respect for law enforcement. And unless an officer observes at the time of the violation it is almost impossible to enforce the law. I personally think that having anything on a highway other than a vehicle such as a truck, automobile or farm vehicle is not in the best interest of the citizens of any state due to the obvious safety issues for licensed drivers and promotes criminal behavior. In our area, both the parents and their children ride atvs on roads and state WMAs at their leisure. And often times there are groups of young riders that race down our streets repeatedly and into the state WMAs where they are illegal. Since we live in an area that only has ONE ROAD to exit there is a major concern for atv riding in wooded areas increasing the chances for forest fires from personal smoking and other exhaust equipment spark related concerns. Just wanted to share the fact that there are too many negative aspects associated with atvs which have contributed to safety issues, loud noises, additional exhaust fumes and just plain lack of respect for others, The area that I live and is no longer a safe, residential neighborhood.

I would appreciate it if you would share this with the current Jefferson Counjty commissioners on behalf of rural community concerns.

On Monday, May 10, 2021, 09:25:52 AM EDT, Jessica Carroll <jcarroll@jeffersoncountywv.org> wrote:

Mr. DeVoe –

There are no new rules/regulations for the operation of ATVs in Jefferson County, the County now defers to the State Law. See the link below.

<http://www.jeffersoncountywv.org/home/showdocument?id=19799>

Jessica Carroll

From: Kathy Ann Clowe <kathyannclowe@yahoo.com>
Sent: Wednesday, May 5, 2021 7:52 AM
To: JCCInfo
Subject: Kearneysville Rezoning- non-actionable correspondence

Hello,

I am a resident of Kearneysville, and a voter, and I am writing in reference to the rezoning hearing for the 242 acres in Kearneysville. I strongly oppose rezoning this land. I am thankful for the county for asking for input. I think the way everything went down with the Rockwool plant was super shady and not above board. This process feels better, and I very much appreciate you letting residents know what is going on and giving us a chance for our voices to be heard.

I have lived here for 20 years, and growing up, I spent my summers in West Virginia. What I love about this area is the peace and beauty of it. I want to continue to be able to watch the stars and see the milky way from my yard. I want to drive on country roads that are not clogged with extra traffic. I want my property value to rise rather than decrease because our county has turned into an industrial park. I don't want to live in that. If the county continues like this, I will have to move, but no one will want to buy my house. Please keep Kearneysville and West Virginia the lovely area that it is now. We do not need the extra pollution, construction, noise, traffic, drains on our infrastructure that this would create. Yes, there would be some jobs, but that trade off is not worth it. Look at that area in Martinsburg near the cement plant. It is gross and ugly. No one wants to live there, and traffic in that stretch is always awful. Please don't do that to Kearneysville. We don't want it, and our little roads are not ready for it.

Thank you,
Kathy Clowe

West Virginia Department of Agriculture

Kent A. Leonhardt, Commissioner
Joseph L. Hatton, Deputy Commissioner



To: West Virginia County Commissioners

Date: April 14, 2021

Re: ADP Entitlements

Dear County Commissioners:

I write to you to inform you about an opportunity for local programs to feed children this summer. The United States Department of Agriculture has allowed Average Daily Participation (ADP) entitlements to be waived to help reduce inventory at the West Virginia Department of Agriculture (WVDA) Food Distribution Warehouse. As a result, Child Nutrition (CN) Waivers administered by the WVDA and West Virginia Department of Education (WVDE) will be offered to a larger audience of agencies and organizations participating in Summer Feeding Supplemental Programs.

Boxes are available at a fee of \$3.70 per case for dry foods and cooler items and \$3.90 per case of frozen items. However, organizations must be approved by the West Virginia Department of Education (WVDE) to access these food commodities. The WVDA and the WVDE are committed to working with programs to provide as much commodities as partnering organization can use during their summer feeding program. Organizations interested in becoming a 2021 summer sponsor should contact WVDE Office of Child Nutrition.

Items that will be available but not limited to are:

- Hamburger beef patties
- Chicken fajitas
- Vegetables including corn, peas and broccoli
- Pulled pork
- Spaghetti sauce
- Refried beans
- Frozen strawberries
- Sliced turkey
- Turkey taco meat
- Shredded mozzarella and cheddar
- Canned peaches and pears
- Sliced yellow cheese
- Vegetable oil

I hope you can share this information with any programs that might be interested in your county. This is a great opportunity to get food out to children that need it. If you have any questions, please feel free to reach out to Lora Hammack at lhammack@wvda.us or 304-558-0573 or the West Virginia Department of Education Office of Child Nutrition at 304-558-3396.

Very truly yours,

Kent A. Leonhardt
Commissioner

Harpers Ferry/ Bolivar PSD

P. O. BOX 235
192 LAKE QUIGLEY DRIVE
HARPERS FERRY, WEST VIRGINIA 25425
(304)-535-2390 FAX (304)-535-2524

THE HARPERS FERRY-BOLIVAR PUBLIC SERVICE DISTRICT CONDUCTED THE MARCH MEETING AT THE BOLIVAR TOWN HALL, LOCATED AT 60 PANAMA STREET, BOLIVAR WEST VIRGINIA. THE MEETING WAS HELD ON MARCH 12th, 2021.

The meeting was called to order at 8:08 a.m.

Those in attendance were:

David Simmons-Chairman Term 6/30/2021
Mike Lowrey-Secretary Term 6/30/2022
Helen Dettmer-Treasurer Term 6/30/2024

Eddy Tennant- Operations Supervisor
Joe Adams-Plant Operator
Jim Williams-HFBPSD Consultant

Motion by Mr. Lowrey, seconded by Ms. Dettmer to approve the February minutes, approved.

Motion by Mr. Lowrey, seconded by Ms. Dettmer to approve the February revenue checking account financial statement, approved.

Motion by Mr. Lowrey, seconded by Mr. Simmons to approve the February security deposits account financial statement, approved.

Motion by Mr. Lowrey, seconded by Ms. Dettmer to approve the February working capital reserve account, approved.

Discussion by Mr. Tennant to transfer \$2,400.00 from the regular checking account to the working capital reserve.

Motion by Mr. Lowrey, seconded by Ms. Dettmer to transfer \$2,400.00 from the regular checking account over to the working reserve account, approved.

Discussion on Board officers, the conclusion was to remain the same.

Motion by Mr. Lowrey, seconded by Ms. Dettmer for Board officers to remain the same, approved.

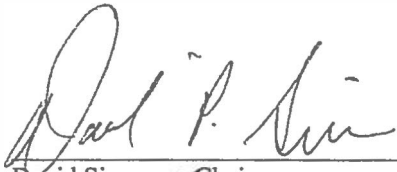
Motion by Mr. Simmons, seconded by Ms. Dettmer for Mr. Lowrey to be the point person for operations staff with information on the Hilltop hotel future construction, approved.

Mr. Tennant discussed the CUP\$\$ asset management plan, went over the action plan to continue working on I&I issues, eliminating illegal sump pump discharges into the system, upgrading the Putnam sewer lift station and building up the Working Capital Reserve account. Mr. Tennant to produce a budget for this report at the end of year.

Mr. Tennant discussed sending a letter to customers on Spring Street, due to the perceived sump pump discharges after a inspection of manholes in the area. The Board recommended to send an attachment in the sewer and water bills to all customers.

Discussion on COVID protocols remain the same staff both at the plant. Continue to monitor temperature daily.

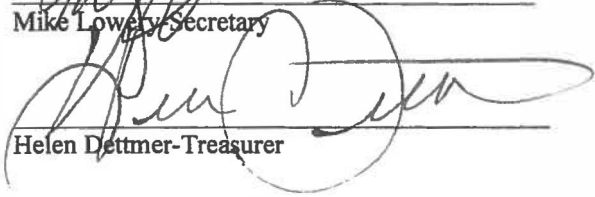
The meeting was adjourned at 8:55 a.m.



David Simmons-Chairman



Mike Lowery-Secretary



Helen Dettmer-Treasurer