

## **NOTICE OF SPECIAL SESSION**

### ***JEFFERSON COUNTY COMMISSION***

*This meeting will be accessible live through GoToWebinar. Invites will be posted on Facebook and email alerts.*

There will be a Special Session of the Jefferson County Commission on Friday, June 24<sup>th</sup>, 2022 at 9:30 a.m. This will be a virtual meeting.

The purpose of the Special Session will be to discuss the following:

- Approval to hire part-time, temporary/seasonal staff for Land Development Records Archivist per WVRMPB Grant
- Review and Approval of Ambulances, equipment and supplies Purchase
- Approval of Cooperative Law Enforcement Agreement
- Approval of Contract Lease - Department of Health and Human Resources
- Jefferson Security Bank Depository Bond Release Collateral Procedure & Updated Signature Card

By the Order of the Jefferson County Commission  
Caleb Hudson, President

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



Name: **Russell Burgess and Todd Fagan**

Department or Organization: **Information Technology**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1<sup>st</sup> Choice: **7/7/22**

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

Date Requested – 2<sup>nd</sup> Choice: **7/21/22**

Subject (*Wording to be placed on agenda*): **Approval to Hire Part-Time, Temporary/Seasonal Staff for Land Development Records Archivist per WVRMPB Grant**

Please provide the County Commission with a description of your request or presentation, including any background information: **The WV Records Management and Preservation Board awarded the County Commission a grant to reimburse \$9,545 during FY23 for the hiring of staff to digitize and index legacy building permits and land development records into the County's Document Management System. The position will have no County benefits and cannot exceed 1000 hours during the fiscal year. IT staff have interviewed James Kitchen and identified him as a qualified candidate, who is interested in and well-suited for the position.**

Is this a funding request? **NO**

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

Provide exact financial impact/request: **Funding for the position was approved by the Commission in the FY23 IT budget**

Recommended motion: **Motion to approve James Kitchen for hire as Part-Time, Temporary/Seasonal, Land Development Records Archivist per WVRMPB Grant Requirements.**

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

Phone Number:

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

not applicable



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

Name: **John Nissel, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **June 24, 2022**

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

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

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

- **Review and Approval of Ambulances, equipment and supplies Purchase**

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

- Review and approval of the purchase of two (2) Ambulances Type I-4WD (Requisition 22070), related equipment and supplies from Friendship Volunteer Fire Department in the amount of \$293,089. Funding is recommended to be provided from the ARPA Grant fund as this public safety equipment is an eligible ARPA grant expense.
- 

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*):

- **Motion to approve Requisition 22070 for the purchase of 2 Ambulances, equipment and supplies in the amount of \$293,089 funded by ARPA Grant funds.**

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.](#)



Bill To  
COUNTY COMMISSION  
124 EAST WASHINGTON ST  
PO BOX 250  
CHARLES TOWN, WV  
25414  
INFO@JEFFERSONCOUNTYWV.ORG

Requisition 00022070-00 FY 2022

Acct No:  
207996.445900  
Review:  
Buyer:  
Status: Allocated

Vendor 55-6027988  
FRIENDSHIP FIRE COMPANY  
PO BOX 126  
  
HARPERS FERRY, WV 25425

Ship To  
COUNTY COMMISSION  
124 EAST WASHINGTON ST  
PO BOX 250  
CHARLES TOWN, WV 25414  
INFO@JEFFERSONCOUNTYWV.ORG

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/22	015005	06/24/22			COUNTY COMMISSION
LN	Description / Account	Qty	Unit Price	Net Price	
001	2011 Ford F-450 VIN 1FDUF4HT0BEA43079	1.00 EACH	63000.00000	63000.00	
1	207996.445900		63000.00		
002	2-Stretchers	2.00 EACH	17072.00000	34144.00	
1	207996.445902		34144.00		
003	2-Monitors	2.00 EACH	27188.00000	54376.00	
1	207996.445902		54376.00		
004	2 Lucas'	2.00 EACH	10589.00000	21178.00	
1	207996.445902		21178.00		
005	2-Stair Chairs	2.00 EACH	2428.00000	4856.00	
1	207715.434100		4856.00		



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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/22	015005	06/24/22			COUNTY COMMISSION
LN	Description / Account	Qty	Unit Price	Net Price	
006	2-Supplies and Small Equipment	2.00	14369.00000	28738.00	
		EACH			
1	207715.434100		28738.00		
007	Supply room inventory	1.00	15795.00000	15795.00	
		EACH			
1	207715.434100		15795.00		
008	A1-2 2012 Ford F-450 VIN 1FDUF4HT9CEC34663	1.00	71000.00000	71000.00	
		EACH			
1	207996.445900		71000.00		

[Requisition Link](#)

Requisition Total 293087.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
207715.434100	49389.00	.00
AMBULANCE AUTHORITY		
207996.445900	134000.00	.00
AMBULANCE AUTHORITY CAP OUTLAY		
207996.445902	109698.00	.00
AMBULANCE AUTHORITY CAP OUTLAY		
MATERIALS AND SUPPLIES		
CAPITAL OUTLAY-EQUIPMENT		
EQUIPMENT-OTHER /NON-VEHICLES		



Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **June24, 2022**

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

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

### Approval of the Cooperative Law Enforcement Agreement

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*):

**Motion to approve the 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**

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.](#)



FS Agreement No. 22-LE-11162400-240

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 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. 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 violation 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:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Tom Hansen, Sheriff 102 Industrial Blvd Kearneysville, WV 25430 Telephone: 304-728-3205 Email: <a href="mailto:thansen@jcsdvw.com">thansen@jcsdvw.com</a>	Tom Hansen, Sheriff 102 Industrial Blvd Kearneysville, WV 25430 Telephone: 304-728-3205 Email: <a href="mailto:thansen@jcsdvw.com">thansen@jcsdvw.com</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service JCCCC Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Shawn L. Miller 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3421 FAX: 304-728-8200 Email: <a href="mailto:shawn.miller@usda.gov">shawn.miller@usda.gov</a>	Benjamin Sotomayor 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3474 FAX: 304-728-8200 Email: <a href="mailto:benjamin.g.sotomayor@usda.gov">benjamin.g.sotomayor@usda.gov</a>
<b>U.S. Forest Service LEI Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Roni Fein 2499 North Fork Hwy Petersburg, WV 26847 Telephone: 231-342-9878 FAX: 304-257-4066 Email: <a href="mailto:rfein@usda.gov">rfein@usda.gov</a>	Benjamin Sotomayor 146 Buffalo Drive Harpers Ferry WV 25425 Telephone: 304-724-3474 FAX: 304-728-8200 Email: <a href="mailto:benjamin.g.sotomayor@usda.gov">benjamin.g.sotomayor@usda.gov</a>

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, 2023 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

6/22/22  
Date

**SHAWN MILLER** Digitally signed by SHAWN MILLER  
Date: 2022.06.09 14:27:41 -04'00'

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.

*Eddie W. Bell Jr.*  
*CPM, CIMS*  
*Grants Management Specialist*

Digitally signed by EDDIE BELL  
DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=EDDIE  
BELL, o.9.2342.19200300.100.1.1=12001001757931  
Date: 2022.08.09 11:23:15 -07'00'  
Adobe Acrobat version: 2022.001.20117

EDDIE W. BELL  
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](http://www.jeffersoncountywv.org)



Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **June 24, 2022**

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

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

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

**Approval of Contract Lease – Department of Health and Human Resources**

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

[Click here to enter text.](#)

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.](#)



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
REAL ESTATE DIVISION

Mark D. Scott  
Cabinet Secretary

John K. McHugh  
Executive Director

June 7, 2022

County of Jefferson  
P.O. Box 250  
Charles Town, WV 25414

RE: HHR-152-823

Dear Lessor:

The attached addendum has been prepared in response to the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES** request for a contract of lease and in accordance with the provisions of Chapter 5A, Article 3 of the West Virginia code, as amended.

After you have reviewed, approved and executed the attached, please return both documents to:

State of West Virginia  
Real Estate Division  
601 57th Street, S.E., Suite #3  
Charleston, WV 25304

The Executive Director of the Real Estate Division will execute the agreement on behalf of the State of West Virginia. After the contract of lease is approved by the State Attorney General, copies will be distributed to you, as Lessor; the State Auditor's Office; and the agency named as Tenant in the lease.

If you have any questions or comments, please contact the Real Estate Division at the address shown or by telephone at 304-558-3062.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Signorelli".

Anthony Signorelli  
Real Estate Specialist II

**ADDENDUM V**

**THIS ADDENDUM**, made **JUNE 1, 2022**, is hereby made an integral part of Contract of Lease No. **HHR-152-823**, which Contract of Lease was made **DECEMBER 7, 2010**, and amended via addenda thereto, by and between the **COUNTY COMMISSION OF JEFFERSON COUNTY**, a **Governmental Entity**, as Lessor, and the **STATE OF WEST VIRGINIA**, by the **DEPARTMENT OF ADMINISTRATION, REAL ESTATE DIVISION**, as Lessee, for and on behalf of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, as Tenant. Each and every term of the Contract of Lease, and any addenda thereto, are incorporated by reference and shall continue throughout the term of this Addendum to the Contract of Lease unless and except as explicitly modified below by the parties.

**WHEREAS**, the Lessor has leased unto the Lessee, for use by the Tenant, the following described Premises:

**Approximately 2,878 square feet of space, in that building known as the Bardane Public Health Center, at Bardane, Jefferson County, West Virginia, together with adequate parking facilities (hereinafter referred to as the "Premises").**

**WHEREAS**, both parties agree that there has been a change in Lessor name from **COUNTY COMMISSION OF JEFFERSON COUNTY** to **COUNTY OF JEFFERSON**.

**WHEREAS**, both parties hereto agree to amend the described Premises to correct the location and physical address.

**WHEREAS**, both parties hereto agree that the above-stated changes shall be effective **IMMEDIATELY**.

**NOW, THEREFORE, THIS ADDENDUM WITNESSETH:**

It is agreed by and between the parties hereto that certain sections of the subject Contract of Lease are amended as follows:

(A) The Lessor under this Contract of Lease shall now be identified as **COUNTY OF JEFFERSON**.

(B) Page 1, sub-paragraph 4, the description of the leased Premises shall be amended to read as follows:

**Approximately 2,878 square feet, more or less, in that building commonly known as the Bardane Public Health Center, located at 1948 Wiltshire Road, Suite 6, in the City of Kearneysville, Jefferson County, West Virginia, together with adequate parking facilities (hereinafter referred to as the "Premises").**

(C) Page 1, Item 1, entitled "TERM AND NOTICES", second paragraph and notices, shall be amended to read as follows:

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

**To the Lessee**

State of West Virginia  
Department of Administration  
Real Estate Division  
601 57<sup>th</sup> Street, S.E., Suite #3  
Charleston, WV 25304

**To the Lessor**

County of Jefferson  
P.O. Box 250  
Charles Town, WV 25414

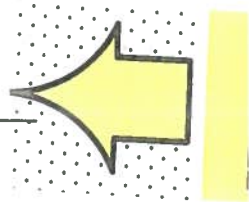
(D) Other Terms and Conditions:

All other terms and conditions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be affixed to this contract of lease.

**COUNTY OF JEFFERSON, LESSOR**

By \_\_\_\_\_  
**Caleb Hudson, President**



STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, TO-WIT:

Before me, a notary public in and for the said County and State, personally appeared the above-named, **Caleb Hudson**, who as **President**, for and on behalf of the **COUNTY OF JEFFERSON**, a **Governmental Entity**, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.



Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

My commission will expire \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]



ACKNOWLEDGED BY: DEPARTMENT OF HEALTH AND HUMAN RESOURCES, AS TENANT

By [Signature]  
George Montgomery, Executive Director of Operations

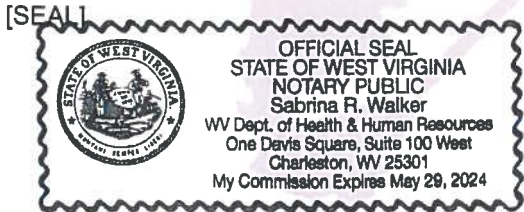
STATE OF West Virginia,  
COUNTY OF Marathon, TO-WIT:

Before me, a notary public in and for the said County and State, personally appeared the above-named, **George Montgomery**, who as **Executive Director of Operations**, for and on behalf of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this 16<sup>th</sup> day of June 2022.

My commission will expire May 29, 2024.

[Signature]  
NOTARY PUBLIC



Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_. Patrick Morrissey, Attorney General

By \_\_\_\_\_,  
RED\Administration\LEASE CONTRACTS\ADDENDUMS\HHR-152-823 ADD V ATS

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



Name: **Nikki Painter**  
Department or Organization: **County Clerk**  
Estimation of amount of time needed for appointment: **10 mins**  
Date Requested – 1<sup>st</sup> Choice: **June 24, 2022**  
*If a specific date is needed, please provide reason for specific date:*  
Date Requested – 2<sup>nd</sup> Choice:

Subject (*Wording to be placed on agenda*): **Jefferson Security Bank Depository Bond Release Collateral Procedure & Updated Signature Card**

Please provide the County Commission with a description of your request or presentation, including any background information:  
**I was notified by Jefferson Security Bank that one of the securities has been called and they need permission for a release. You have the option to have them automatically substitute a bond that has been called, matured or sold with another bond with an equal or greater pledged value. They also need a new signature card.**

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*):  
**To approve the release of the bond for Jefferson Security Bank and allow them to substitute all future bonds with one of equal or greater value.**

**To have the signature card include the Commission President, Vice-President, County Clerk and Sheriff**

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

<u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION</u>