

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, JULY 17, 2014
9:30 A.M.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- July 3, 2014

APPROVAL OF PURCHASE ORDERS

- July 17, 2014

APPROVAL OF ACCOUNTS PAYABLE

- June 19, 2014 - Payroll Approval
- July 3, 2014 - Payroll Approval
- July 10, 2014
- July 17, 2014

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 9:45 a.m. Laura Storm, Circuit Clerk
- Approval of hiring of Full Time Deputy Clerk - Discussion/Action
2. 10:00 a.m. Pete Dougherty, Sheriff
- Approval of Trip Guard - Discussion/Action
3. 10:15 a.m. Ralph Lorenzetti, Prosecuting Attorney
- Approve Summer Intern during the absence/vacation of both Victim Advocate employees - Discussion/Action
- Employee salary change update - Discussion/Action

4. 10:30 a.m. Paul Rosa
- Replacement of security bollard in front of Courthouse - Discussion/Action
5. 10:45 a.m. **BREAK**
6. 11:00 a.m. Interview and Appointment to the Jefferson County Planning Commission -
One unexpired term ending March 31, 2016 - Discussion/Action
7. 11:15 a.m. Interviews and Appointments to the Criminal Justice
Board - Five 3-year terms ending July 3, 2017 - Discussion/Action
8. 11:30 a.m. Lynn Fields, Probate Office
- Quarterly Review - Approval/Closure of
Estates - Discussion/Action
9. 11:45 a.m. Barbara Miller, Jefferson County Office of Homeland Security and Emergency
Management
- Approval of hiring of Administrative Assistant/Public Information
Officer/Volunteer Coordinator for Jefferson County Homeland Security and
Emergency Management - Discussion/Action
10. 12:00 p.m. Stephanie Grove, Assistant Prosecuting Attorney
- Discussion of the Jefferson County Emergency Services Agency Mortgage -
Discussion/Action

UNFINISHED BUSINESS

11. Approval of MOU between the County Commission and Broker of Record for FY2014-2015,
as reviewed and approved by Legal - Discussion/Action
12. Approval of RFP for IT - Discussion/Action
13. Review of Code of Ethics and cover letter to current/newly appointed Boards, Commissions
and Committee members pending legal review - Discussion/Action

NEW BUSINESS

14. Approval of Resolution and Contract - Community Participation Grant Program for the Saint
Andrews Mountain Community Center in the amount of \$2,000 - Discussion/Action
15. Approval of Resolution and Contract Documents for the Court Security Grant in the amount
of \$32,998 - Discussion/Action
16. Discuss Comprehensive Plan approval process - Possible Executive Session §6-9A-4 -
Discussion/Action (JT)

17. Discuss invoice for dues for the County Commissioners' Association of WV for 2014-2015 in the amount of \$3,900 - Discussion/Action
18. Discuss County Commission Regular Meeting August 21, 2014 - Fair Week - Discussion/Action
19. Appointment of Gail Boober as ex-officio Magistrate on the Community Criminal Justice Board - Discussion/Action
20. Schedule an Impact Fee Work Session on Thursday, July 24, 2014 at 9:30 a.m. - Discussion/Action
21. Approve the use of the county facilities and use of the bailiffs for the production of "The Anvil" play - Discussion/Action
22. 12:30 p.m. **Break for Lunch**

~~~~~ **AFTERNOON SESSION** ~~~~~

23. 1:30 p.m. **AGENDA CONTINUED**

**FINANCIAL DIRECTOR REPORTS**

- Finance update and budget revisions - Discussion/Action

**COUNTY ADMINISTRATOR REPORTS**

- Ameriflex Contract update
  - Purchase Order form and potential policy changes - cost savings
  - Update on the collection of the Ambulance Fee and approval of contract pending legal review - Discussion/Action
  - Ordinance to dissolve and reconstruct the Jefferson County Emergency Services Agency Board update
24. 2:00 p.m. Discussion between the Jefferson County Commission and the PSD (Public Service District) for the PSD to update the Commission on the following: - Discussion/Action
    - PSD Projects
    - PSD Funding Sources
    - PSD Citizens Communication
  25. 3:00 p.m. WV Infrastructure and Jobs Development Council (IJDC) review of funding requests from Jefferson County PSD - Discussion/Action (LW & DM)

26. 3:30 p.m. Begin preparation to institute an impact fee for the proposed PSD sewer project - Discussion/Action (DM)

### **COUNTY COMMISSION REPORTS**

27. **ADJOURN**

### **DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCY WRITTEN REPORTS**

- ▶ Engineering Department Quarterly Written Report - July 1, 2014
- ▶ Jefferson County Homeland Security and Emergency Management Quarterly Written Report - April-June, 2014

### **CORRESPONDENCE/INFORMATION**

Jefferson County Commission Notice of Intent to Appoint to the Jefferson County Building Commission

Jefferson County Commission Notice of Public Hearing on Thursday, July 31, 2014 at 1:30 p.m.

Jefferson County Commission Notice of Public Hearing on Thursday, July 31, 2014 at 7:00 p.m.

Letter from Dave Mills, Chairman of the Charles Town Utility Board, to Peter Appignani, Chairman of the Jefferson County Public Service District Board

Letter from Mayor Peggy Smith, City of Charles Town, concerning the Commission's meeting with the Jefferson County Public Service District.

Letter from Jane Wagner and William Walton, residents, regarding the Envision Jefferson 2035 Land Use Plan.

E-mail from Larry Bowers, resident, concerning the hours of operation for the Sam Michaels Dog Park.

Letter from the WV State Auditor's Office regarding the 2011-2012 audit reports for the Jefferson County Board of Health.

Letter from Comcast regarding the encryption of their Limited Basic cable service.

Impact Fee Status Report for June 2014.

Memorandum from the Jefferson County Engineering Department/Office of Impact Fees regarding the transfer of funds from the Office of Impact Fees General Account to the Sheriff's Schools Impact Fee Account.

Memorandum from the Jefferson County Engineering Department/Office of Impact Fees regarding the transfer of funds from the Office of Impact Fees General Account to the Sheriff's Law Enforcement Impact Fee Account.

Memorandum from the Jefferson County Engineering Department/Office of Impact Fees regarding the transfer of funds from the Office of Impact Fees General Account to the Sheriff's Parks and Recreation Impact Fee Account.

Memorandum from the Jefferson County Engineering Department/Office of Impact Fees regarding the transfer of funds from the Office of Impact Fees General Account to the Sheriff's Fire & EMS Impact Fee Account.

Jefferson County Public Service District Special Board Meeting Minutes from May 14, 2014.

Jefferson County Public Service District Work Session Minutes from June 2, 2014.

Jefferson County Public Service District Regular Board Meeting Minutes from June 2, 2014.

Letter from the Courthouse Facilities Improvement Authority regarding request for funding applications.

Letter from the Division of Justice and Community Services regarding the recommended FY 2014 awards.

WV Lottery Weekly Settlement for Charles Town - week ending June 28, 2014.

WV Lottery Weekly Settlement for Charles Town - week ending July 5, 2014.

*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, July 3, 2014

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A meeting of the Jefferson County Commission was held on Thursday, July 3, 2014 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Dale Manuel, Patsy Noland, Jane Tabb, Lyn Widmyer and Walt Pellish. Also present were Debbie Keyser, County Administrator; Jessica Carroll, Executive Administrative Assistant and Jimmy Eddy, Bailiff. (An audio file of the Thursday, July 3, 2014 meeting is available through the Jefferson County Commission Office.)

#### PLEDGE OF ALLEGIANCE

Commissioner Noland led the Pledge of Allegiance.

#### APPROVAL OF MINUTES

**Motion by Mr. Manuel to approve the minutes for the June 19, 2014 Regular Meeting as presented. Motion seconded and unanimously approved with Mr. Pellish abstaining.**

#### APPROVAL OF PURCHASE ORDERS

**Motion by Ms. Noland to approve Purchase Orders in the amount of \$35,766.39 to include Purchase Order Numbers 51952, 52626, 51475, 51476, 52582, 52462, 52465, 52466, 52629, 52631, 52627, and 52630. Motion seconded and unanimously approved.**

#### APPROVAL OF ACCOUNTS PAYABLE

| CHCKNO | DEPT | VENDOR                   | PONUM | POAMT     | NOAMT     | CHECK AMOUNT |
|--------|------|--------------------------|-------|-----------|-----------|--------------|
| 072470 | 412  | COMCAST                  |       | \$ -      | \$ 80.50  | \$ 80.50     |
| 072470 | 425  | COMCAST                  |       | \$ -      | \$ 442.07 | \$ 442.07    |
| 072471 | 712  | AT&T/GA                  |       | \$ -      | \$ 52.71  | \$ 52.71     |
| 072472 | 406  | BERKELEY PRINTING/DESIGN | 52306 | \$ 926.76 | \$ -      | \$ 926.76    |
| 072473 | 717  | BATTERY MART             | 52625 | \$ 51.95  | \$ -      | \$ 51.95     |

|        |         |                          |       |               |              |               |
|--------|---------|--------------------------|-------|---------------|--------------|---------------|
| 072474 | 425     | B-K OFFICE SUPPLY INC    | 52618 | \$ 1,074.00   | \$ -         | \$ 1,074.00   |
| 072474 | 440     | B-K OFFICE SUPPLY INC    | 52579 | \$ 2,213.82   | \$ -         | \$ 2,213.82   |
| 072474 | 712     | B-K OFFICE SUPPLY INC    | 52543 | \$ 68.29      | \$ -         | \$ 68.29      |
| 072474 | 712     | B-K OFFICE SUPPLY INC    | 52544 | \$ 305.82     | \$ -         | \$ 305.82     |
| 072474 | 712     | B-K OFFICE SUPPLY INC    | 52547 | \$ 442.00     | \$ -         | \$ 442.00     |
| 072475 | 717     | BLUE WOLF SALES & SERVIC | 52396 | \$ 643.61     | \$ -         | \$ 643.61     |
| 072476 | 712     | FRONTIER WV, INC         |       | \$ -          | \$ 380.00    | \$ 380.00     |
| 072477 | 425     | CITY OF CHARLES TOWN     | 52223 | \$ 6,600.00   | \$ -         | \$ 6,600.00   |
| 072478 | 405     | MARCIA LYNN CHANDLER     | 52679 | \$ 781.00     | \$ -         | \$ 781.00     |
| 072479 | 700     | CDW-GOVERNMENT LLC       | 51977 | \$ 1,768.58   | \$ -         | \$ 1,768.58   |
| 072480 | 425     | DAYCON                   | 52623 | \$ 1,162.29   | \$ -         | \$ 1,162.29   |
| 072481 | 712     | FEDEX                    |       | \$ -          | \$ 30.99     | \$ 30.99      |
| 072482 | 425     | FIDELITY ENGINEERING     | 52620 | \$ 386.95     | \$ -         | \$ 386.95     |
| 072483 | 700     | GALLS,LLC/QUATERMASTER L | 51978 | \$ 1,614.40   | \$ -         | \$ 1,614.40   |
| 072483 | 700     | GALLS,LLC/QUATERMASTER L | 51978 | \$ 396.00     | \$ -         | \$ 396.00     |
| 072484 | 440     | ROGER GOODWIN            |       | \$ -          | \$ 142.24    | \$ 142.24     |
| 072485 | 712     | GLOBAL DATA CONSULTANTS  | 52251 | \$ 10,000.00  | \$ -         | \$ 10,000.00  |
| 072486 | 716     | HILLSIDE VETERINARY HOSP | 51950 | \$ 444.54     | \$ -         | \$ 444.54     |
| 072487 | 402     | JEFFERSON PUBLISH CO INC | 52463 | \$ 224.92     | \$ -         | \$ 224.92     |
| 072487 | 404     | JEFFERSON PUBLISH CO INC | 52408 | \$ 4,342.54   | \$ -         | \$ 4,342.54   |
| 072487 | 404     | JEFFERSON PUBLISH CO INC | 52409 | \$ 54.00      | \$ -         | \$ 54.00      |
| 072488 | 700     | JEFFERSON URGENT CARE LL | 51984 | \$ 300.00     | \$ -         | \$ 300.00     |
| 072489 | 712     | ROBERT E. JONES III      |       | \$ -          | \$ 1,000.00  | \$ 1,000.00   |
| 072490 | 406     | MATTHEW BENDER & CO      | 51407 | \$ 146.16     | \$ -         | \$ 146.16     |
| 072491 | 440     | MAPPING SERVICES         | 52581 | \$ 100.00     | \$ -         | \$ 100.00     |
| 072492 | 700     | NET MOTION WIRELESS      |       | \$ -          | \$ 8,634.38  | \$ 8,634.38   |
| 072493 | 700     | NO RULES LETTERING 2013  | 51980 | \$ 900.00     | \$ -         | \$ 900.00     |
| 072494 | 406     | PIFER OFFICE SUPPLY, INC | 52303 | \$ 20.00      | \$ -         | \$ 20.00      |
| 072495 | 440     | PRINT-O-STAT             | 52578 | \$ 1,956.00   | \$ -         | \$ 1,956.00   |
| 072496 | 402     | PRESTO DIRECT, INC.      | 52457 | \$ 47.00      | \$ -         | \$ 47.00      |
| 072497 | 700     | ROCIC                    | 51979 | \$ 300.00     | \$ -         | \$ 300.00     |
| 072498 | 403     | SOFTWARE SYSTEMS, INC    | 51474 | \$ 619.00     | \$ -         | \$ 619.00     |
| 072498 | 403     | SOFTWARE SYSTEMS, INC    | 51474 | \$ 122.00     | \$ -         | \$ 122.00     |
| 072499 | 704     | ST/WV REGIONAL JAIL &    | 52776 | \$ 113,049.75 | \$ -         | \$ 113,049.75 |
| 072500 | 700     | SUPERIOR AUTO BODY       | 51981 | \$ 1,000.00   | \$ -         | \$ 1,000.00   |
| 072501 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 74.26     | \$ 74.26      |
| 072501 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 17.36     | \$ 17.36      |
| 072501 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 59.40     | \$ 59.40      |
| 072502 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 1.55      | \$ 1.55       |
| 072502 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 31,453.47 | \$ 31,453.47  |

|              |     |                       |       |                      |                     |                      |
|--------------|-----|-----------------------|-------|----------------------|---------------------|----------------------|
| 072503       | 712 | SEN COMMUNICATIONS    | 52545 | \$ 1,278.40          | \$ -                | \$ 1,278.40          |
| 072503       | 712 | SEN COMMUNICATIONS    | 52548 | \$ 300.90            | \$ -                | \$ 300.90            |
| 072503       | 712 | SEN COMMUNICATIONS    | 52556 | \$ 405.00            | \$ -                | \$ 405.00            |
| 072504       | 405 | BRANDON C.H. SIMS     |       | \$ -                 | \$ 138.00           | \$ 138.00            |
| 072505       | 717 | TRI COUNTY RENTAL INC | 52624 | \$ 190.95            | \$ -                | \$ 190.95            |
| 072506       | 700 | TASER INTERNATIONAL   | 51982 | \$ 2,165.75          | \$ -                | \$ 2,165.75          |
| 072507       | 401 | TISCHLERBISE, INC.    | 52580 | \$ 16,630.00         | \$ -                | \$ 16,630.00         |
| 072508       | 712 | TELTRONIC             | 52575 | \$ 2,769.50          | \$ -                | \$ 2,769.50          |
| 072509       | 424 | TRENARY SERVICE CO    | 52619 | \$ 1,049.50          | \$ -                | \$ 1,049.50          |
| 072509       | 425 | TRENARY SERVICE CO    | 52622 | \$ 7,755.50          | \$ -                | \$ 7,755.50          |
| 072510       | 403 | VITAL SIGNS           | 51471 | \$ 450.00            | \$ -                | \$ 450.00            |
| 072511       | 412 | WPS,INC               | 50017 | \$ 5,909.87          | \$ -                | \$ 5,909.87          |
| 072512       | 433 | WVU GISTECH CENTER    | 51385 | \$ 520.00            | \$ -                | \$ 520.00            |
| 072513       | 439 | XEROX CORPORATION     | 52328 | \$ 728.91            | \$ -                | \$ 728.91            |
|              |     |                       |       |                      |                     |                      |
| <b>TOTAL</b> |     |                       |       |                      |                     | <b>\$ 234,722.59</b> |
| <b>TOTAL</b> |     |                       |       | <b>\$ 192,215.66</b> | <b>\$ 42,506.93</b> | <b>\$ 234,722.59</b> |

**Motion by Ms. Widmyer to approve the Accounts Payable for June 26, 2014 in the amount of \$234,722.59. Motion seconded and unanimously approved.**

| CHCKNO | DEPT    | VENDOR                   | PONUM | POAMT | NOAMT        | CHECK AMOUNT |
|--------|---------|--------------------------|-------|-------|--------------|--------------|
| 072516 | 428     | ACCURATE SYSTEMS INC     |       | \$ -  | \$ 3,000.00  | \$ 3,000.00  |
| 072517 | 425     | COMCAST                  |       | \$ -  | \$ 184.90    | \$ 184.90    |
| 072518 | ALLOC   | AHA/ART&HUMANITIES ALLNC |       | \$ -  | \$ 1,921.63  | \$ 1,921.63  |
| 072519 | ALLOC   | BOLIVAR/HARPERS FERRY    |       | \$ -  | \$ 14,625.00 | \$ 14,625.00 |
| 072520 | 405     | MYOSHIA BRIGHT           |       | \$ -  | \$ 302.40    | \$ 302.40    |
| 072521 | PAYROLL | BUREAU F/CHILD SUPPORT   |       | \$ -  | \$ 49.85     | \$ 49.85     |
| 072522 | PAYROLL | BUREAU FOR CHILD SUPPORT |       | \$ -  | \$ 28.85     | \$ 28.85     |
| 072523 | PAYROLL | BUREAU F/CHILD SPRT ENF  |       | \$ -  | \$ 212.31    | \$ 212.31    |
| 072524 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -  | \$ 461.54    | \$ 461.54    |
| 072525 | 401     | 201 N. GEORGE ST LLC     |       | \$ -  | \$ 9,638.92  | \$ 9,638.92  |
| 072526 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -  | \$ 119.54    | \$ 119.54    |
| 072527 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -  | \$ 530.77    | \$ 530.77    |
| 072528 | 425     | OLD CHARLES TOWN LIBRARY |       | \$ -  | \$ 1,500.00  | \$ 1,500.00  |
| 072528 | ALLOC   | OLD CHARLES TOWN LIBRARY |       | \$ -  | \$ 14,625.00 | \$ 14,625.00 |
| 072529 | 440     | DAVID M. CARTER          |       | \$ -  | \$ 314.78    | \$ 314.78    |
| 072530 | PAYROLL | CHILD SUPPORT ENFORCE AG |       | \$ -  | \$ 27.69     | \$ 27.69     |
| 072531 | 428     | CONTROL SYSTEMS          |       | \$ -  | \$ 1,170.50  | \$ 1,170.50  |
| 072532 | 425     | DEHAVEN BERKELEY SPRINGS |       | \$ -  | \$ 46.00     | \$ 46.00     |

|        |         |                          |       |           |               |               |
|--------|---------|--------------------------|-------|-----------|---------------|---------------|
| 072533 | PAYROLL | DIVERSIFIED COLLECTION   |       | \$ -      | \$ 154.83     | \$ 154.83     |
| 072534 | PAYROLL | DELTA DENTAL OF WV       |       | \$ -      | \$ 5,826.21   | \$ 5,826.21   |
| 072535 | ALLOC   | EASTERN PANHANDLE TRANSI |       | \$ -      | \$ 2,568.75   | \$ 2,568.75   |
| 072536 | 425     | 84 LUMBER                |       | \$ -      | \$ 343.91     | \$ 343.91     |
| 072537 | ALLOC   | EASTERN WV REGIONAL      |       | \$ -      | \$ 11,428.00  | \$ 11,428.00  |
| 072538 | PAYROLL | GUARDIAN                 |       | \$ -      | \$ 1,914.68   | \$ 1,914.68   |
| 072538 | PAYROLL | GUARDIAN                 |       | \$ -      | \$ 1,731.85   | \$ 1,731.85   |
| 072539 | 405     | STEPHEN V GROH           |       | \$ -      | \$ 269.36     | \$ 269.36     |
| 072540 | 405     | STEPHANIE GROVE          |       | \$ -      | \$ 268.80     | \$ 268.80     |
| 072541 | 717     | GUTTMAN OIL CO           |       | \$ -      | \$ 13,716.46  | \$ 13,716.46  |
| 072542 | 405     | CHARLES B HOWARD         |       | \$ -      | \$ 299.04     | \$ 299.04     |
| 072543 | 405     | HR DIRECT                | 52680 | \$ 54.34  | \$ -          | \$ 54.34      |
| 072544 | PAYROLL | ING NATIONAL TRUST       |       | \$ -      | \$ 3,015.00   | \$ 3,015.00   |
| 072545 | ALLOC   | JEFF CO DEVELOPMENT AUTH |       | \$ -      | \$ 33,223.50  | \$ 33,223.50  |
| 072546 | ALLOC   | JEFFERSON CO EMERGENCY   |       | \$ -      | \$ 361,890.50 | \$ 361,890.50 |
| 072547 | ALLOC   | JEFFERSON COUNTY HISTORI |       | \$ -      | \$ 1,921.63   | \$ 1,921.63   |
| 072548 | 401     | JEFFERSON PUBLISH CO INC |       | \$ -      | \$ 35.38      | \$ 35.38      |
| 072549 | PAYROLL | JEFFERSON SECURITY BANK  |       | \$ -      | \$ 5,308.00   | \$ 5,308.00   |
| 072550 | 405     | RALPH A LORENZETTI JR    |       | \$ -      | \$ 306.88     | \$ 306.88     |
| 072551 | 413     | LORTON DATA              | 52464 | \$ 119.08 | \$ -          | \$ 119.08     |
| 072552 | 405     | LYNDSEY W. MATSCHAT      |       | \$ -      | \$ 51.82      | \$ 51.82      |
| 072553 | 405     | GAIL MCMILLION           |       | \$ -      | \$ 266.56     | \$ 266.56     |
| 072554 | 405     | JENNIFER E. MAY-SANNER   |       | \$ -      | \$ 282.24     | \$ 282.24     |
| 072555 | 405     | JONELLE MAY              |       | \$ -      | \$ 264.32     | \$ 264.32     |
| 072556 | PAYROLL | HIGHMARK WV              |       | \$ -      | \$ 164,313.84 | \$ 164,313.84 |
| 072557 | 412     | SHAY MCNEIL              |       | \$ -      | \$ 300.72     | \$ 300.72     |
| 072558 | PAYROLL | HELEN M. MORRIS, TRUSTEE |       | \$ -      | \$ 150.00     | \$ 150.00     |
| 072559 | PAYROLL | NATIONWIDE RETIREMENT    |       | \$ -      | \$ 749.00     | \$ 749.00     |
| 072560 | 405     | OGLEBAY                  |       | \$ -      | \$ 3,779.04   | \$ 3,779.04   |
| 072561 | ALLOC   | JEFF CO PARKS &          |       | \$ -      | \$ 20,177.08  | \$ 20,177.08  |
| 072561 | ALLOC   | JEFF CO PARKS &          |       | \$ -      | \$ 62,332.25  | \$ 62,332.25  |
| 072562 | 405     | HASSAN RASHEED           |       | \$ -      | \$ 266.56     | \$ 266.56     |
| 072563 | ALLOC   | SHEPHERDSTOWN PUB LIBRAR |       | \$ -      | \$ 14,625.00  | \$ 14,625.00  |
| 072564 | ALLOC   | SOUTH JEFFERSON PUBLIC   |       | \$ -      | \$ 14,625.00  | \$ 14,625.00  |
| 072565 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -      | \$ 10,246.98  | \$ 10,246.98  |
| 072565 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -      | \$ 43,814.74  | \$ 43,814.74  |
| 072565 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -      | \$ 42,478.22  | \$ 42,478.22  |
| 072566 | 405     | BRANDON C.H. SIMS        |       | \$ -      | \$ 229.66     | \$ 229.66     |
| 072567 | 717     | THOMASSEN AUTO GROUP     | 52628 | \$ 43.22  | \$ -          | \$ 43.22      |
| 072568 | 405     | TERESA TRITELLI          |       | \$ -      | \$ 296.24     | \$ 296.24     |

|        |     |                        |  |      |              |              |
|--------|-----|------------------------|--|------|--------------|--------------|
| 072569 | 424 | US POSTAL SERVICE      |  | \$ - | \$ 7,000.00  | \$ 7,000.00  |
| 072571 | 401 | UNITED BANKCARD CENTER |  | \$ - | \$ 243.80    | \$ 243.80    |
| 072571 | 402 | UNITED BANKCARD CENTER |  | \$ - | \$ 34.95     | \$ 34.95     |
| 072571 | 402 | UNITED BANKCARD CENTER |  | \$ - | \$ 37.47     | \$ 37.47     |
| 072571 | 402 | UNITED BANKCARD CENTER |  | \$ - | \$ 980.10    | \$ 980.10    |
| 072571 | 403 | UNITED BANKCARD CENTER |  | \$ - | \$ 261.82    | \$ 261.82    |
| 072571 | 403 | UNITED BANKCARD CENTER |  | \$ - | \$ 92.16     | \$ 92.16     |
| 072571 | 405 | UNITED BANKCARD CENTER |  | \$ - | \$ 483.98    | \$ 483.98    |
| 072571 | 415 | UNITED BANKCARD CENTER |  | \$ - | \$ 79.53     | \$ 79.53     |
| 072571 | 424 | UNITED BANKCARD CENTER |  | \$ - | \$ 15,744.63 | \$ 15,744.63 |
| 072571 | 424 | UNITED BANKCARD CENTER |  | \$ - | \$ 110.19    | \$ 110.19    |
| 072571 | 424 | UNITED BANKCARD CENTER |  | \$ - | \$ 326.23    | \$ 326.23    |
| 072571 | 425 | UNITED BANKCARD CENTER |  | \$ - | \$ 31.25     | \$ 31.25     |
| 072571 | 425 | UNITED BANKCARD CENTER |  | \$ - | \$ 59.49     | \$ 59.49     |
| 072571 | 425 | UNITED BANKCARD CENTER |  | \$ - | \$ 85.32     | \$ 85.32     |
| 072571 | 425 | UNITED BANKCARD CENTER |  | \$ - | \$ 34.90     | \$ 34.90     |
| 072571 | 425 | UNITED BANKCARD CENTER |  | \$ - | \$ 471.56    | \$ 471.56    |
| 072571 | 428 | UNITED BANKCARD CENTER |  | \$ - | \$ 22,203.35 | \$ 22,203.35 |
| 072571 | 433 | UNITED BANKCARD CENTER |  | \$ - | \$ 308.46    | \$ 308.46    |
| 072571 | 433 | UNITED BANKCARD CENTER |  | \$ - | \$ 264.00    | \$ 264.00    |
| 072571 | 439 | UNITED BANKCARD CENTER |  | \$ - | \$ 29.82     | \$ 29.82     |
| 072571 | 440 | UNITED BANKCARD CENTER |  | \$ - | \$ 48.10     | \$ 48.10     |
| 072571 | 440 | UNITED BANKCARD CENTER |  | \$ - | \$ 145.60    | \$ 145.60    |
| 072571 | 440 | UNITED BANKCARD CENTER |  | \$ - | \$ 178.20    | \$ 178.20    |
| 072571 | 451 | UNITED BANKCARD CENTER |  | \$ - | \$ 62.70     | \$ 62.70     |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 204.00    | \$ 204.00    |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 921.30    | \$ 921.30    |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 22.64     | \$ 22.64     |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 1,190.00  | \$ 1,190.00  |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 632.93    | \$ 632.93    |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 37.05     | \$ 37.05     |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 95.98     | \$ 95.98     |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 42.36     | \$ 42.36     |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 60.44     | \$ 60.44     |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 205.57    | \$ 205.57    |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 936.62    | \$ 936.62    |
| 072571 | 700 | UNITED BANKCARD CENTER |  | \$ - | \$ 92.00     | \$ 92.00     |
| 072571 | 711 | UNITED BANKCARD CENTER |  | \$ - | \$ 772.33    | \$ 772.33    |
| 072571 | 711 | UNITED BANKCARD CENTER |  | \$ - | \$ 50.00     | \$ 50.00     |
| 072571 | 711 | UNITED BANKCARD CENTER |  | \$ - | \$ 577.95    | \$ 577.95    |

|              |         |                          |  |                  |                        |                        |
|--------------|---------|--------------------------|--|------------------|------------------------|------------------------|
| 072571       | 711     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 502.60              | \$ 502.60              |
| 072571       | 711     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 648.20              | \$ 648.20              |
| 072571       | 712     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 2,782.98            | \$ 2,782.98            |
| 072571       | 712     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 7.96                | \$ 7.96                |
| 072571       | 712     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 141.18              | \$ 141.18              |
| 072571       | 712     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 3,125.45            | \$ 3,125.45            |
| 072571       | 712     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 149.60              | \$ 149.60              |
| 072571       | 712     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 359.69              | \$ 359.69              |
| 072571       | 717     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 111.09              | \$ 111.09              |
| 072571       | 717     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 52.91               | \$ 52.91               |
| 072571       | 717     | UNITED BANKCARD CENTER   |  | \$ -             | \$ 2,165.48            | \$ 2,165.48            |
| 072572       | ALLOC   | JEFFERSON CO CONVENTION  |  | \$ -             | \$ 24,020.34           | \$ 24,020.34           |
| 072573       | 401     | WV ASSOCIATION/COUNTIES  |  | \$ -             | \$ 6,500.00            | \$ 6,500.00            |
| 072573       | 401     | WV ASSOCIATION/COUNTIES  |  | \$ -             | \$ 80.00               | \$ 80.00               |
| 072574       | ALLOC   | WVU                      |  | \$ -             | \$ 3,488.75            | \$ 3,488.75            |
| 072575       | 401     | WV ST TREASURER'S OFFICE |  | \$ -             | \$ 4,800.00            | \$ 4,800.00            |
| 072576       | PAYROLL | WVCORP                   |  | \$ -             | \$ 134,733.50          | \$ 134,733.50          |
| 072577       | PAYROLL | WVCORP                   |  | \$ -             | \$ 32,606.50           | \$ 32,606.50           |
| 072578       | 405     | NEIL ZAHRADNIK           |  | \$ -             | \$ 243.04              | \$ 243.04              |
|              |         |                          |  |                  |                        |                        |
| <b>TOTAL</b> |         |                          |  |                  |                        | <b>\$ 1,144,126.42</b> |
| <b>TOTAL</b> |         |                          |  | <b>\$ 216.64</b> | <b>\$ 1,143,909.78</b> | <b>\$ 1,144,126.42</b> |

**Motion by Ms. Tabb to approve the Accounts Payable for July 3, 2014 in the revised amount of \$940,535.92 as only the first month's payment has been distributed to JCESA as opposed to the quarterly payment. Motion seconded and unanimously approved.**

**PUBLIC COMMENT:**

Walt Pellish, Commission President – provided an update on his health, stating on July 7, he would undergo a three week course of radiation toward his continued cancer treatment.

Eleanor Finn, resident – spoke about the proposed Shepherdstown Bike Path and urged the Commission to support the project so the County could receive the benefits of increased tourism, safety, and wellness as a result of the bike path.

David Tabb, resident – spoke regarding his feelings on the proposed Bike Path, stating he believes less money should be spent on Parks and Recreation while more consideration should be given to JCESA, the Fire Companies, and other volunteer agencies within the County.

Linda Shea, resident – spoke concerning her feelings on the annexation of the property owned by Michael Patrick Bean in the Corporation of Shepherdstown.

**PRESENTATIONS**

1. Pete Dougherty, Sheriff – notified the Commission of a \$3,000 donation from the West Virginia Thoroughbred Breeders Association to help defray some of the costs incurred in the seizure of horses in animal cruelty cases. Dr. Doug Allara presented the \$3,000 check, and Susan Schram, member of the WVTBA, thanked the Animal Control office for their hard work.
2. Angie Banks, Assessor – requested the approval of the following split ticket:

| NAME         | DISTRICT     | TYPE              | TICKET NO. | AMOUNT |
|--------------|--------------|-------------------|------------|--------|
| Craig Boyd   | Ranson Corp. | Personal Property | 313421     | 113.46 |
| Crystal Boyd |              |                   |            | 68.07  |

- **Motion by Ms. Noland to approve the split tickets as presented by the Assessor. Motion seconded and unanimously approved.**
3. Julie Shank, Town Attorney for the Corporation of Shepherdstown – requested the approval and confirmation of the annexation by the Corporation of Shepherdstown of two (2) parcels of real estate consisting of 0.702 acre and identified as Parcel 108 on Tax Map 8-B, and of 0.168 acre and identified as Parcel 109 on Tax Map 8-B, both of which are located in Shepherdstown District, Jefferson County, West Virginia, owned by Michael Patrick Bean.
    - **Motion by Mr. Manuel to approve, confirm, and order the annexation by the Corporation of Shepherdstown of two (2) parcels of real estate consisting of 0.702 acre and identified as Parcel 108 on Tax Map 8-B, and of 0.168 acre and identified as Parcel 109 on Tax Map 8-B, both of which are located in Shepherdstown District, Jefferson County, West Virginia, owned by Michael Patrick Bean, and being the same real estate conveyed to Michael Patrick Bean, by deed dated February 3, 2012, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1104, at page 261. Motion seconded and unanimously approved.**
  4. Jeffrey Polczynski, Director of Communications – requested the approval to reinstate the Reduction in Force administrative assistant employee for the Emergency Communications Center.
    - **Motion by Mr. Manuel to approve the reinstatement of the administrative assistant position within the Emergency Communications Center. Motion seconded and unanimously approved.**

5. The Commission recessed for break at 10:30 am.  
The Commission reconvened at 10:45 am.
6. Interviews and Appointments
  - a. Jefferson County Community Criminal Justice Board
    - It was the consensus of the Commission to interview the two applicants for the “at-large” vacancies on the Community Criminal Justice Board but decided to postpone any further action on this item until the regularly scheduled July 17, 2014 meeting.
  - b. Jefferson County Parks and Recreation Commission
    - Mr. Manuel offered his nomination to Daniel McVicar and Ranale Jones.
    - Ms. Noland offered her nomination for Byron Royal.
      - **Motion by Mr. Manuel to close nominations and appoint Daniel McVicar, Ranale Jone, and Byron Royal to the Jefferson County Parks and Recreation Commission for one three-year term each, ending June 30, 2017. Motion seconded and unanimously approved.**
  - c. Harpers Ferry/Bolivar Public Service District
    - **Motion by Ms. Tabb to reappoint Edmund Stazyk to the Harpers Ferry/Bolivar Public Service District for one six-year term ending June 30, 2020. Motion seconded and unanimously approved.**
  - d. Summit Point Library Committee
    - **Motion by Mr. Manuel to reappoint Carol Del Colle to the Summit Point Library Committee for one five-year term ending June 30, 2019. Motion seconded and unanimously approved.**
  - e. Jefferson County Solid Waste Authority
    - **Motion by Ms. Noland to reappoint Pete Vila to the Jefferson County Solid Waste Authority for one four-year term ending June 30, 2018. Motion seconded and unanimously approved.**
  - f. Jefferson County Board of Health

- **Motion by Ms. Widmyer to appoint Lorena Nathan to the Jefferson County Board of Health for one five-year term ending June 30, 2019. Motion seconded and unanimously approved.**
- g. Eastern Panhandle Regional Planning and Development Council
- **Motion by Ms. Noland to reappoint John Reisenweber to the Eastern Panhandle Regional Planning and Development Council for one two-year term ending June 30, 2014. Motion seconded and unanimously approved.**
7. Martin Burke, President of the Jefferson County Historic Landmarks Commission – updated the Commission on the activities of the Historic Landmarks Commission in conjunction with the Civil War Trust, Inc, including the purchase of the Lowe and Cornfeld tracts in Shepherdstown and the purchase of the Allstadt/Gibson property near Harpers Ferry.
8. Commissioner Lyn Widmyer – requested the Commission designate funds in support of the proposed bike path between Shepherdstown Middle School and Morgan’s Grove Park.
- **Motion by Ms. Widmyer to designate no more than \$30,000 from the Capital Outlay account to provide contingency funds in the event there are unexpected cost overruns incurred during the design and construction phase of the Shepherdstown Bike Path. Motion seconded and unanimously approved.**
9. Roger Goodwin, Chief County Engineer – requested the complete bond release of the U.S. Coast Guard Office Building Project.
- **Motion by Ms. Noland to authorize a complete release of the remaining \$464,224.00 from the construction bond amount for ARC-FD JV, LLC AKA U.S. Coast Guard Office Building Project (File #S13-04).**
10. Ordinance to Dissolve and Reconstruct the Jefferson County Emergency Services Agency Board.
- The Commission discussed the thirty edits to the Ordinance as presented by Commissioner Tabb. Stephanie Grove, Assistant Prosecuting Attorney, also provided her input on the suggested edits. Once finished, it was the consensus of the Commission to direct legal staff to complete all edits and provide a clean copy for final action at a future Commission meeting.

## NEW BUSINESS

11. Approval of Resolution and Contract – Community Participation Grant Program for the Contemporary American Theater Festival in the amount of \$5,000.
  - **Motion by Mr. Manuel to approve the resolution and application for the Community Participation Grant Program for the Contemporary American Theater Festival in the amount of \$5,000 and to authorize the President of the Commission to affix his signature to the appropriate documents. Motion seconded and unanimously approved.**
  
12. Approval of Resolution and Contract – Community Participation Grant Program – Jefferson County Sheriff Reserves in the amount of \$2,500.
  - **Motion by Ms. Noland to approve the resolution and application for the Community Participation Grant Program for the Jefferson County Sheriff Reserves in the amount of \$2,500 and authorize the President of the Commission to affix his signature to the appropriate documents. Motion seconded and unanimously approved.**
  
13. Approval of Resolution and Contract – Community Participation Grant Program – EVAK K9 Search and Rescue in the amount of \$5,000.
  - **Motion by Ms. Widmyer to approve the resolution and application for the Community Participation Grant Program for the EVAK K9 Search and Rescue in the amount of \$5,000 and authorize the President of the Commission to affix his signature to the appropriate documents. Motion seconded and unanimously approved.**
  
14. Acknowledgement of the appointment of David Mills, City Manager for the City of Charles Town to the Jefferson County Economic Development Authority as the Representative for the City of Charles Town.
  - **Motion by Ms. Tabb to have David Mills replace Ann Paonessa as the representative for the City of Charles Town on the Jefferson County Economic Development Authority Board and thank Ms. Paonessa for her service. Motion seconded and unanimously approved.**

## FINANCIAL DIRECTOR REPORTS

- Approval of Budget Transfers
  - **Motion by Mr. Manuel to approve Internal Budget Revision #20 for adjustments to the Commission’s budget, the Sheriff’s budget, the Circuit Clerk’s budget, and the Maintenance Department’s budget as presented. Motion seconded and unanimously approved.**
  - **Motion by Mr. Manuel to approve State Budget Revision #30 to move monies from the Commission budget to the Regional Jail budget and the State Computer Network as presented. Motion seconded and unanimously approved.**
  - **Motion by Ms. Widmyer to approve State Budget Revision #2 to reallocate \$38,409 of expenditures within the Coal Severance Fund to eliminate any negative budget balance. Motion seconded and unanimously approved.**
- Discussion on Highmark’s proposed elimination of 19 employees from HRA plan.
  - It was the consensus of the Commission to pay out the unused balance to the employees whose old HRA accounts would soon be terminated.

## COUNTY ADMINISTRATOR REPORTS

- Update on Ambulance Fees – Ms. Keyser stated the Commission office had selected GST as the data base and software vendor to facilitate the billing of the ambulance service fee. She stated GST is the same software provider for the County Assessor’s office and would cost \$9,300. Ms. Keyser also stated the printing and stuffing of the envelopes will total \$14,120, for a grand total of \$23,420, and anticipate the fee would be ready to send to the public in approximately four weeks.
- New HRA – Ms. Keyser stated Ameriflex would be the new HRA provider for the County and was waiting on Highmark to submit the deductible amounts before passing the information on to employees.
- Wellness Meeting and Fireworks – Ms. Keyser stated the first Wellness Program meeting would be Tuesday, July 8 at 4:00 p.m. and reminded everyone of the Fourth of July fireworks at Sam Michael’s Park on Saturday, July 5<sup>th</sup>.

## COUNTY COMMISSIONERS' REPORTS

Dale Manuel

- Attended a Regional Jail Authority meeting, and informed the Commission of a presentation by Joe DeLong which centered on securing more money for the salaries of correctional officers, as the turnover rate for the Eastern Panhandle is particularly high.

15. The Commission meeting was adjourned at 3:17 pm.

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WALT PELLISH, PRESIDENT

Respectfully submitted  
Jessica D. Carroll  
Administrative Assistant

**PURCHASE ORDERS TO BE APPROVED**

**July 17, 2014**

| DEPARTMENT           | PURCHASE ORDER | AMOUNT       | VENDOR                     | DESCRIPTION                              |
|----------------------|----------------|--------------|----------------------------|------------------------------------------|
| CENTRAL GARAGE       | 52634          | \$ 256.25    | Guy's Buick GMC            | Manifold Kit                             |
|                      | 52636          | \$ 366.24    | Jerry's Leesburg Ford      | Instrument Cluster                       |
| CIRCUIT CLERK        | 51477          | \$ 902.59    | Matthew Bender & Co., Inc. | Books and Supplies                       |
| COMMISSION           | 52224          | \$ 1,052.00  | Walmart/Wayfair            | Double Window Envelopes                  |
|                      | 52225          | \$ 530.00    | Amazon                     | Perforated Business Paper                |
| COUNTY CLERK         | 52467          | \$ 385.00    | Record Management          | Monthly Shred                            |
|                      | 52468          | \$ 17,100.00 | Xerox                      | Monthly Billing - 3 copies               |
|                      | 52470          | \$ 950.00    | Apple Valley Products      | Annual Billing                           |
|                      | 52471          | \$ 10,401.68 | ES&S                       | Maintenance Agreement                    |
|                      | 52472          | \$ 268.59    | Matthew Bender & Co, Inc.  | Code Books                               |
| COURTHOUSE           | 52637          | \$ 4,831.90  | RCS Security               | cameras, mounts, batteries, labor        |
|                      | 52641          | \$ 340.72    | Jefferson Rentals          | Bobcat Rental                            |
|                      | 52643          | \$ 7,755.50  | Trenary Service Company    | Service for Rooftop Units                |
| OTHER BUILDINGS      | 52635          | \$ 385.00    | Fidelity Power Systems     | Service Call on Public Service Generator |
|                      | 52639          | \$ 500.00    | BK Office Supply           | Office Chairs                            |
|                      | 52640          | \$ 534.79    | Fidelity Power Systems     | Service Call on E911 Generator           |
| PLANNING/ZONING      | 52329          | \$ 6,500.00  | Xerox                      | Annual Maintenance Agreement             |
| PROSECUTING ATTORNEY | 52682          | \$ 525.00    | Emily K. Osterman, M.S.    | Court Prep/Expert Witness                |

|                     |       |                     |                                  |                             |
|---------------------|-------|---------------------|----------------------------------|-----------------------------|
|                     | 52683 | \$ 18,000.00        | Specialty Business Supplies      | 2014-2015 FY Annual Billing |
|                     | 52684 | \$ 2,000.00         | Staples Credit Plan              | 2014-2015 FY Annual Billing |
|                     | 52685 | \$ 39,000.00        | West Payment Center              | 2014-2015 FY Annual Billing |
|                     | 52687 | \$ 2,537.00         | Matthew Bender & Co., Inc.       | Code Books and Supplies     |
|                     |       |                     |                                  |                             |
| VARIOUS DEPARTMENTS | 52632 | \$ 640.00           | Central Elevator Inspection Svcs | Elevator Inspections        |
|                     |       |                     |                                  |                             |
| <b>GRAND TOTAL</b>  |       | <b>\$ 53,060.26</b> |                                  |                             |

## PAYROLL APPROVAL

CHECKS DATED: 06-19-2014

| DESCRIPTION                 | Fund 001 CO.  | Fund 003 Dog | Total         |
|-----------------------------|---------------|--------------|---------------|
| Gross Wages                 | \$ 374,128.32 | \$ 35.40     | \$ 374,163.72 |
| 6.2% Tax Payable OASDI      | \$ 22,444.04  | \$ 2.17      | \$ 22,446.21  |
| 1.45% Tax Payable HI        | \$ 5,249.01   | \$ 0.51      | \$ 5,249.52   |
| Fed Withholding             | \$ 44,015.68  | \$ 2.87      | \$ 44,018.55  |
| WV State Withholding        | \$ 16,057.98  | \$ 1.55      | \$ 16,059.53  |
| PERS Retirement Deduct      | \$ 12,788.48  | \$ 1.59      | \$ 12,790.07  |
| Hosp. Pre-Tax               | \$ 10,126.88  |              | \$ 10,126.88  |
| Cancer/ICU Pre-Taxed        | \$ 1,318.67   |              | \$ 1,318.67   |
| Cancer/ICU Not Pre-Taxed    | \$ 793.49     |              | \$ 793.49     |
| Optional Life Not Pre-Taxed | \$ -          |              | \$ -          |
| Christmas Club              | \$ 5,308.00   |              | \$ 5,308.00   |
| Wage Attach #1              | \$ 1,368.24   |              | \$ 1,368.24   |
| Wage Attach #2              | \$ 83.25      |              | \$ 83.25      |
| Wage Attach #3              | \$ 212.31     |              | \$ 212.31     |
| Wage Attach #4              | \$ 154.83     |              | \$ 154.83     |
| DSRS Retirement Deduct 8.5% | \$ 5,869.23   |              | \$ 5,869.23   |
| 457 - Nationwide            | \$ 749.00     |              | \$ 749.00     |
| 457I - ING                  | \$ 2,790.00   |              | \$ 2,790.00   |
| MD State Tax                | \$ 293.49     |              | \$ 293.49     |
| D/VF                        | \$ 1,314.98   |              | \$ 1,314.98   |
| VA. State Tax               | \$ 118.44     |              | \$ 118.44     |
| COLONIAL(PLUS)              | \$ 258.09     |              | \$ 258.09     |
| Total Deductions            | \$ 131,314.09 | \$ 8.69      | \$ 131,322.78 |
| Net Wages Total             | \$ 242,814.23 | \$ 26.71     | \$ 242,840.94 |
| Pay Dates                   | 19-Jun-2014   |              |               |

| DESCRIPTION                 | Fund 001 CO.  | Fund 003 Dog | Total         |
|-----------------------------|---------------|--------------|---------------|
| Gross Wages                 | \$ 365,586.61 |              | \$ 365,586.61 |
| 6.2% Tax Payable OASDI      | \$ 21,907.37  |              | \$ 21,907.37  |
| 1.45% Tax Payable HI        | \$ 5,123.49   |              | \$ 5,123.49   |
| Fed Withholding             | \$ 42,478.22  |              | \$ 42,478.22  |
| WV State Withholding        | \$ 15,640.54  |              | \$ 15,640.54  |
| PERS Retirement Deduct      | \$ 12,849.48  |              | \$ 12,849.48  |
| Hosp. Pre-Tax               | \$ 9,641.38   |              | \$ 9,641.38   |
| Cancer/ICU Pre-Taxed        | \$ 1,272.10   |              | \$ 1,272.10   |
| Cancer/ICU Not Pre-Taxed    | \$ 928.79     |              | \$ 928.79     |
| Optional Life Not Pre-Taxed | \$ 528.25     |              | \$ 528.25     |
| Christmas Club              | \$ 5,308.00   |              | \$ 5,308.00   |
| Wage Attach #1              | \$ 1,368.24   |              | \$ 1,368.24   |
| Wage Attach #2              | \$ 83.25      |              | \$ 83.25      |
| Wage Attach #3              | \$ 212.31     |              | \$ 212.31     |
| Wage Attach #4              | \$ 154.83     |              | \$ 154.83     |
| DSRS Retirement Deduct 8.5% | \$ 5,419.79   |              | \$ 5,419.79   |
| 457 - Nationwide            | \$ 749.00     |              | \$ 749.00     |
| 457I - ING                  | \$ 3,015.00   |              | \$ 3,015.00   |
| MD State Tax                | \$ 277.01     |              | \$ 277.01     |
| D/VF                        | \$ 1,328.26   |              | \$ 1,328.26   |
| VA. State Tax               | \$ 80.85      |              | \$ 80.85      |
| COLONIAL(PLUS)              | \$ 258.09     |              | \$ 258.09     |
| Total Deductions            | \$ 128,624.25 | \$ -         | \$ 128,624.25 |
|                             |               |              |               |
| Net Wages Total             | \$ 236,962.36 | \$ -         | \$ 236,962.36 |
| Pay Dates                   | 3-Jul-2014    |              |               |

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

### AGENDA REQUEST FORM

Name: Laura Storm

Department or Entity: Circuit Clerk

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice July 17, 2014

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

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

Subject:

Hiring of a Full Time Deputy Clerk

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

Due to the departure of a full time employee, I ask that you approve the hiring of Pamela Nicole Smoot to a full-time position as Deputy Clerk within my office effective the 4<sup>th</sup> day of August, 2014. Her grade will be II B with a salary of \$26,585.94 with full benefits afforded to Jefferson County Commission employees. This position has previously been approved by the commission and the funds are within my budget so no additional monies are being requested.

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

Approve the hiring Pamela Nicole Smoot to a full-time position as Deputy Clerk within the Circuit Clerks office. Her grade will be II B with a salary of \$26,585.94 with full benefits as afforded to Jefferson County Commission employees effective the 4<sup>th</sup> day of August 2014.

**AGENDA REQUEST FORM**  
**www.jeffersoncountyvww.org**



Name: Pete Dougherty

Department or Organization: JCSO

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: 7/17/2014

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

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

Subject (Wordina to be placed on agenda): Trip Guard

Please provide the County Commission with a description of your request or presentation, including any background information: Recently the Commission approved William Walters hire for the position of Bailiff, I would am now seeking favorable consideration in adding him to the list of eligible trip guards.

Is this a funding request? Y/N  
If so, how much? \$

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I move to approve the hire of William Walters as a Trip Guard.

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: pdougherty@jcsdvw.com Phone Number: 304-728-3205

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

Click here to enter text.

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



Name: Ralph Lorenzetti

Department or Organization: Prosecuting Attorney's office

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: May 29, 2014

If a specific date is needed, please provide reason for specific date: Need asap to ensure coverage for Victim's Advocate Dept.

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

Subject (*Wording to be placed on agenda*): Approve Summer Intern during the absence/vacation of both Victim Advocate employees.

Please provide the County Commission with a description of your request or presentation, including any background information: Approve budgeted Summer Intern position to assist in the Victim Advocate Dept. for summer vacation and employee leave of absence.

Is this a funding request? Y/N Yes. \$4,000 from the Prosecuting Attorney's budget.  
If so, how much? \$

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: Attached

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/COMMENTS**

Financial Impact – budgeted in the Prosecuting Attorney's budget for FY2014/15

**Jefferson County Commission  
Employee Action Form**

|                            |                                                                                                                                                                                                                                      |                  |                                                                                                                                                                                                                                      |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employee Name:             | TERESA                                                                                                                                                                                                                               |                  | TRITELLI                                                                                                                                                                                                                             |
| Department Number:         | 405                                                                                                                                                                                                                                  | Work Location:   | PROSECUTOR'S OFFICE                                                                                                                                                                                                                  |
| Birthdate:                 | 2/9/67                                                                                                                                                                                                                               | Mail Address:    |                                                                                                                                                                                                                                      |
|                            |                                                                                                                                                                                                                                      | Mail Address:    |                                                                                                                                                                                                                                      |
| Home Phone:                | [REDACTED]                                                                                                                                                                                                                           | Cell Phone:      |                                                                                                                                                                                                                                      |
| Salary: CURRENT<br>Reason: | 40,221.05                                                                                                                                                                                                                            | Salary: PROPOSED | New Hire 41,387.46<br>Promotion- NEW DUTIES<br>Temporary Assignment<br>Annual Increase                                                                                                                                               |
| Step:                      | A E                                                                                                                                                                                                                                  | Step:            | E F                                                                                                                                                                                                                                  |
| Grade:                     | VI IV                                                                                                                                                                                                                                | Grade:           | IV                                                                                                                                                                                                                                   |
| Min/Mid/Max                |                                                                                                                                                                                                                                      | Min/Mid/Max      |                                                                                                                                                                                                                                      |
| From:                      | Candidate<br>Non-Exempt<br>Exempt<br>Full-Time Perm > 1820 hrs/annual<br>Full-Time Perm 2080 hrs/annual<br>Full-Time Temp < 6 mos<br>Part-time Perm < 1040 hrs/annual<br>Part-time Temp/Intern<br>Contract<br>Termination/Retirement | To:              | Candidate<br>Non-Exempt<br>Exempt<br>Full-Time Perm > 1820 hrs/annual<br>Full-Time Perm 2080 hrs/annual<br>Full-Time Temp < 6 mos<br>Part-time Perm < 1040 hrs/annual<br>Part-time Temp/Intern<br>Contract<br>Termination/Retirement |
| From:                      | FMFLA<br>Personal Unpaid<br>Active<br>Workers Comp<br>WC Rate:                                                                                                                                                                       | To:              | Military<br>Personal Paid<br>Return to Work<br>WC Code                                                                                                                                                                               |
| Additional Info:           | SEE ATTACHMENT - NOT FOR DISTRIBUTION                                                                                                                                                                                                |                  |                                                                                                                                                                                                                                      |
| Effective Date:            | 7-7-2014                                                                                                                                                                                                                             |                  |                                                                                                                                                                                                                                      |
| Co Admin/Elected Official: | <i>[Signature]</i>                                                                                                                                                                                                                   | HR Approval      |                                                                                                                                                                                                                                      |
| Commission Approval        |                                                                                                                                                                                                                                      | Hiring Mgr Appr  |                                                                                                                                                                                                                                      |
| Hiring Mgr Notified        |                                                                                                                                                                                                                                      | Payroll Done     |                                                                                                                                                                                                                                      |

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



Name: Paul Rosa

*PR*

Department or Organization: Self

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: July 10, 2014

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: July 17, 2014

Subject: Replacement of Security Bollard in front of courthouse.

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

A security bollard was previously installed in the middle of the sidewalk leading to the front doors of the courthouse to stop vehicles from crashing into the building. Renovations presently underway have removed the bollard. The Commission will be asked to pass a resolution instructing the Maintenance Department to place a new bollard of sufficient design and strength to stop a vehicle at the same location as the former bollard.

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):*

The Maintenance Department is instructed to install a removable security bollard of sufficient design and strength to stop a vehicle in the center of the sidewalk leading to the front doors of the courthouse, and to submit the design, specifications and plans to the Commission prior to contracting for, constructing, or installing said installation.

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: paul.rosa@comcast.net Phone Number: (304) 839-1262

cc: Bill Polk, Maintenance Department  
Martin Burke, Historic Landmarks  
Sheriff Pete Dougherty  
County Clerk Jennifer Maghan

To: Martin Burke, Chairman  
Historic Landmarks Commission  
Cc: Jefferson County Commission  
Bill Polk, Maintenance Department  
Sheriff Pete Dougherty  
County Clerk Jennifer Maghan

From: Paul Rosa 

Subject: Courthouse Security Bollard

Date: July 1, 2014

Dear Mr. Burke:

Thank you for taking the time to talk with me on the telephone about the removal of the security bollard in the center of the sidewalk leading to the front of the courthouse. You confirmed that at the behest of the Historic Landmarks Commission the bollard was being permanently removed because your board deemed it to not be essential. You also said that if a security bollard were to be installed a retractable bollard would be preferred.

By way of background I explained to you that the bollard was installed several years ago at my request. This task took two years of reminding the Commission to attend to this task and several thousand taxpayer dollars to accomplish. As I informed you Historic Landmarks was consulted on that installation and, in fact, the bollard was placed one or two feet inward from the front wall at their request.

With all due respect to the Historic Landmarks Commission, I continue to believe that the bollard is essential to protect the integrity of the historic courthouse from vehicular intrusions.

The impetus for my first approach to the Commission was an article I read about the courthouse in Marion County, Oregon that suffered extensive damage after a rampaging driver in a high-speed pursuit rammed his car through the front doors of that courthouse and then set the car on fire. The result was that the building suffered several million dollars in damage and displaced county government for nearly one year while the building was being decontaminated. I conducted a security survey on all sides of the courthouse and informed the Commission that other than the front entrance, the courthouse had sufficient obstacles and barriers to block any vehicular attack. My recommendation was reviewed by Kirk Davis (who has extensive military security experience) who at that time was the county's capital improvements director. Mr. Davis concurred in my assessment.

I count myself as a friend of history but I fundamentally disagree with the Historic Landmarks Commission's decision to have the bollard removed and I respectfully request

that your agency reconsider its position on this issue. Installation of the bollard would complete a secure perimeter around the courthouse. In the midst of today's chaos most local state and Federal agencies of which I am aware are *increasing* facility security rather than *decreasing* security. That is with the exception of Jefferson County. I am confident that a quick tour of Washington, DC would convince you and your colleagues that security bollards are the new normal for historic structures. In fact, I would recommend that your agency consult the National Capital Planning Commission (NCPC) which has extensive experience with such enhancements.

If the bollard that could have prevented a vehicular attack was unsightly, think of the pile of ashes remaining if the courthouse burned down as the result of a successful vehicular attack.

I cannot believe that the Jefferson County Commission would intentionally increase the vulnerability of the courthouse to attack. As I informed you, I would seek an appointment before the Commission to discuss this subject. That agenda request is attached. Please do not hesitate to contact me if you or your colleagues have any questions or concerns on this issue.

Paul Rosa  
544 S. Seminary Street  
Charles Town, WV 25414  
(304) 839-1262  
paul.rosa@coomcast.net

# Shooting, crash disrupt Salem courthouse schedules

Published: Nov 14, 2005 at 4:58 AM PDT Last Updated: Oct 29, 2013 at 3:12 PM PDT



- SALEM, Ore. - The standoff and fire at the Marion County courthouse will put the building out of commission, possibly for weeks, county officials said Sunday.

Law enforcement officials spent Sunday documenting the scene as others looked for places to move courthouse operations.

The relocation will affect people ranging from brides seeking marriage licenses to defendants in criminal trials.

Much of the damage is from fires authorities say Christopher Lee Millis set during a standoff with police Saturday morning.

Millis, 37, drove a pickup up the steps of the building Saturday morning and crashed into it, then held off police for several hours before he was confronted and shot by a SWAT team in a courthouse stairwell.

Millis remained under guard Sunday night after surgery at OHSU Hospital.

Police searched Millis' Keizer residence and a Hyundai Elantra he drove before switching to the pickup, Keizer police Capt. Jeff Kuhns said.

Marion County District Attorney Walt Beglau said he will not determine what charges to bring until the investigation is complete.

Saturday's events began with Millis pouring a flammable liquid on cars at a Keizer police parking lot, then allegedly driving through a Salem neighborhood firing at houses.

He drove up the steps of the courthouse and into the building early Saturday.

Police say it is too early to speculate on a possible motive. "Basically, we'll have to wait until we have an opportunity to interview this individual and hear from the horse's mouth, so to speak," Kuhns said.

No county or state employees will be allowed in the courthouse until the investigation is complete and environmental and structural engineers give approval, Sheriff Raul Ramirez said Sunday.

All court proceedings and offices of the sheriff, county clerk and court clerks will be moved Monday, said John Lattimer, Marion County administrator.

County staff were scrambling Sunday to find extra office space, forward phone numbers and connect employees with computers in new offices.

Several hundred court proceedings will be rescheduled and moved, said Paul Lipscomb, presiding judge of the Marion County Circuit Court. There will be no jury trials this week. The jury assembly room suffered the worst damage.

Millis started fires in the basement with gasoline that he brought with him, Lattimer said. The fire heated the floor of the first-floor offices of the trial court administrator, melting the carpet, Lattimer said.

"It was such a hot fire that after it was out it was 130 degrees" in the office above, Lattimer said.

"There is asbestos in the air," said Darin Tweedt, deputy district attorney.

The white Ford pickup that police say Millis drove into the building was pulled from the courthouse entrance Sunday morning. Investigators used a tow-truck winch to extract an X-ray machine used for courthouse security. Millis' pickup had pushed it inside the building.

Lipscomb said some probate court and juvenile court records were lost. "We think that the rest of our records are OK, but we won't know until we get access to the building," he said.

Electronic and paper property records won't be available for several days, possibly disrupting mortgage and real estate business.

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



Name: Jessica Carroll

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: ~~June 19, 2014~~ July 17<sup>th</sup>, 2014  
*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*): Interviews and Appointments to the Jefferson County Planning Commission – one unexpired term ending March 31, 2016.

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

Jefferson County Commission  
Application for Boards, Committees or Commissions

Please type or print information

Name: Stephen J. Paradis

Home Telephone Number: 508 439 7209

Work Address: Potomac Asset Management; 5 South Market; Frederick, MD 21701

Work Phone Number: 508 439 7209

Mobile Phone Number: 508 439 7209

E-mail Address: stephen.j.paradis@gmail.com

Party Affiliation: *(Building Commission applicants only)* \_\_\_\_\_

Occupation: manager (financial)

Education: High School Central Catholic High School, Lawrence, Mass.

College Massachusetts Institute of Technology (MIT)

Trade/Business School Stanford University Graduate School of Business, Stanford, CA

Are you a United States citizen? Yes  No

Are you a West Virginia resident? Yes  No

Are you a resident of Jefferson County? Yes  No

Address:

PO Box 1101 Harpers Ferry, WV 25425  
1212 Washington Street Bolivar, WV 25425

Magisterial District: \_\_\_\_\_

Are you a Jefferson County registered voter? Yes  No

Do you pay personal property tax? Yes  No

List Qualifications for this Position:

six years in senior management for the Appalachian Trail Conservancy, a national non-profit headquartered in Jefferson County , an organization formed from a project in regional planning in the 1920's.

education - Masters degree in business administration from Stanford University; masters and bachelors degrees in engineering from the Massachusetts Institute of Technology; professional experience in project management and project finance\_\_

Organization Memberships and Positions Held :

Bolivar Planning Commission (president); Harpers Ferry Historic Town Foundation (board member; former treasurer); Harpers Ferry Merchants Association (former member and vice president); Canal Town Partnership (former Harpers Ferry-Bolivar representative and treasurer)

Please list any felonies, convictions or convictions of moral turpitude or any other offenses to reflect poorly on Jefferson County. none

| Date: | Offense: |
|-------|----------|
|       |          |
|       |          |
|       |          |

Statement: The practice of planning, developing and adhering to ordinances, is essential to promoting growth and economic development while appreciating and balancing the importance of quality of life issues and the value a community possesses in its natural and cultural resources. As a resident of the town of Bolivar and Jefferson County, I would welcome the opportunity to serve by sharing my perspectives with others on the commission from across the county. \_\_\_\_

I hereby certify that the facts set forth in the above are true and complete to the best of my knowledge and authorize the Jefferson County Commission to verify their accuracy and to obtain reference information. I hereby release Jefferson County Commission from any/all liability of whatever kind and nature which, at any time, could result from obtaining and having an appointment decision based on such information.

I understand that falsified statements of any kind or omissions of facts called for on this application shall be considered sufficient basis for removal.

I understand that I will fully adhere to the policies, rules and regulations of this appointment.

Signature: Stephen J. Bradis Date: 12 June 2014

*This application is good for and will be retained for two (2) years in accordance with the Administrative Policies and Procedures Policy. In order to be considered for appointment, a new application must be submitted.*

June 15, 2014

Jefferson County Commission  
124 East Washington Street  
Charles Town, WV 25414

Dear County Commissioners:

I am writing in response to your recent request for an appointment to the Jefferson County Planning Commission. I have been a resident of Harper's Ferry for 10 years and I am very interested in participating on the Planning Commission. I have served on many boards and commissions throughout my life and feel that my experience could greatly benefit the Jefferson County Planning Commission.

I retired from the military in 1998 as a Military Intelligence Instructor. I have spent the past 16 years working for the Department of Homeland Security (DHS) and currently I am the Chief of the Threat Assessment Branch at United States Citizenship and Immigration Services, DHS. My family and I moved here in 2004 and have thoroughly enjoyed living in this community. Being active in the community is very important to me and I would greatly appreciate the opportunity to serve on the Planning Commission.

Should you have any questions or require additional information from me, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Thomas", with a large, stylized flourish at the end.

Ron Thomas

75 Overlook Drive  
Harpers Ferry, WV 25425  
cell – (202)-680-9926

154 East Street  
Middleway, WV 25430

15 June 2014

Jefferson County Commission  
P.O. Box 250  
Charles Town, WV 25430

Re: Notice of Intent to Appoint to the Planning Commission

Dear Commissioners,

Please accept my application for the vacant position on the Planning Commission, one unexpired term ending 31 March 2016.

I have been actively involved in Jefferson County community issues for more than twenty years, most recently as a 10-year member of the Jefferson County Farmland Protection Board and as a member of the Envision 2035 Comprehensive Plan Steering Committee. Also during this period I have been active as a member of the Middleway Conservancy Association, an organization which seeks to conserve the historic district of a unique village. During this time I have garnered an appreciation of the diverse economic and social issues facing Jefferson County and its communities and the key-role that careful and thoughtful planning can play in development and growth.

Now that I am "retired" my hope is that I can play a more active role on the Planning Commission as the County enters a new era of development and growth.

Yours sincerely,



Peter Fricke

# PETER H. FRICKE

154 East Street, Middleway, WV 25430 | 304-728-6400 | peterfricke01@gmail.com

## SUMMARY

I have worked on applied land-use and community planning issues for much of my professional life since 1970 and as a volunteer in Jefferson County since 1990. As one who grew up on a farm, has lived in rural communities for much of his life, and has had experience in small businesses and rural development, my skill and knowledge set is broad. Service in the public sector has provided familiarity with regulatory regimes and their application.

## EXPERIENCE

- 2012-2014 Member, *Jefferson County Envision 2035 Comprehensive Plan Steering Committee*
- 2002-2012 Member, *Jefferson County Farmland Protection Board*  
Participated in growing farm easement program from nothing to 3,900 acres
- 1990-2014 Member, *Middleway Conservancy Association, Inc.*  
worked on historic site conservation projects, including BAD Buildings Program project; planning for village infrastructure and economic development; village service projects.
- 1990-2014 Member, *Grace Episcopal Church, Middleway*  
Served on Vestry and in leadership positions. Participated in Church public service programs, including feeding the homeless in Jefferson County
- 1984-2010 Social Anthropologist, *NOAA National Marine Fisheries Service, Washington, DC*  
· Led community studies and socio-economic impact assessments determining Federal and State marine fishery harvest allocations and regulations; served as a Federal hearing officer; developed national research program in support of marine fishery management
- 1977-1984 Senior Scientist, *Institute of Coastal and Marine Resources, East Carolina University, Greenville, NC*  
· Undertook grant-funded studies of coastal land-use planning and management for State of North Carolina, US Forest Service, and SARWC
- 1970-1977 Technical Advisor (Contractor) on matters of Marine Transportation, Sea-Use Planning; and Law of the Sea to various national and international agencies.
- 1950-1970 Served in British Merchant Navy, as apprentice and then navigating officer (mate)

## EDUCATION

- 1967 B.A. (Sociology), *New York University, New York NY*
- 1974 Ph.D. (Sociology), *University of Durham, Durham, England*
- 1984 MPA, *The American University, Washington, DC*

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



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: **July 17<sup>th</sup>, 2014**

*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*): **Interviews and Appointments to the Jefferson County Community Criminal Justice Board – five (5) three-year terms ending July 3, 2017.**

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

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 3, 2014, or as soon thereafter as the Commission may decide:

**Jefferson County Community Criminal Justice Board - five (5)  
three-year terms ending July 03, 2017**

The following board member positions are open:

- one (1) member with a background in mental health care and services.
  
- two (2) members who represent organizations or programs advocating for the rights of victims of crime with preference given to organizations or programs advocating the rights of victims of crimes of domestic violence or driving while under the influence.
  
- two (2) at-large members who are familiar with the community and have an interest in advancing access to substance abuse treatment.

*“The Criminal Justice Board evaluates and monitors community corrections programs, services, and facilities to determine their impact on offenders and develop and apply for approval of community corrections programs operated by the Jefferson Day Report Center, a non-profit organization.”*

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414 no later than 12:00 pm on the Monday before the proposed appointment date.

Please direct any questions regarding the background needed to apply for these positions to Ronda Eddy, Executive Director, Jefferson Day Report Center at (304) 728-3527.

Additional information regarding appointments to County boards, commissions, and committees may be obtained by calling the Commission Office at (304) 728-3284.

(e) A county or combination of counties or a county or counties and a Class I or II municipality which establish and operate community corrections programs as provided for in this section may contract with other counties to provide community corrections services.

(f) For purposes of this section, the phrase "may be sentenced to a period of incarceration" means that the statute defining the offense provides for a period of incarceration as a possible penalty.

(g) No provision of this article may be construed to allow a person participating in or under the supervision of a community corrections program to earn "good time" or any other reduction in sentence. **§62-11C-6. Community criminal justice boards.**

(a) Each county or combination of counties or a county or counties and a Class I or II municipality that seek to establish community-based corrections services shall establish a community criminal justice board: *Provided*, That if a county has not established a community criminal justice board by July 1, 2002, the chief probation officer of that county, with the approval of the chief judge of the circuit, may apply for and receive approval and funding from the Governor's committee for any programs as authorized by the provisions of section five of this article. Any county which chooses to operate without a community criminal justice board is subject to the regulations and requirements established by the community corrections subcommittee and the Governor's committee.

(b) A community criminal justice board shall consist of no more than fifteen voting members.

(c) All members of a community criminal justice board shall be residents of the county or counties represented.

(d) A community criminal justice board shall consist of the following members:

(1) The sheriff or chief of police or, if the board represents more than one county or municipality, at least one sheriff or chief of police from the counties represented;

(2) The prosecutor or, if the board represents more than one county, at least one prosecutor from the counties represented;

(3) If a public defender corporation exists in the county or counties represented, at least one attorney employed by any public defender corporation existing in the counties represented or, if no public defender office exists, one criminal defense attorney from the counties represented;

(4) One member to be appointed by the local board of education or, if the board represents more than one county, at least one member appointed by a board of education of the counties represented;

(5) One member with a background in mental health care and services to be appointed by the commission or commissions of the county or counties represented by the board;

(6) Two members who can represent organizations or programs advocating for the rights of victims of crimes with preference given to organizations or programs advocating for the rights of victims of the crimes of domestic violence or driving under the influence;

(7) One member with a background in substance abuse treatment and services to be appointed by the commission or commissions of the county or counties represented by the board; and

(8) Three at-large members to be appointed by the commission or commissions of the county or counties represented by the board.

(e) At the discretion of the West Virginia Supreme Court of Appeals, any or all of the following people may serve on a community criminal justice board as ex officio, nonvoting members:

(1) A circuit judge from the county or counties represented;

(2) A magistrate from the county or counties represented; or

(3) A probation officer from the county or counties represented.

## Jessica Carroll

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**From:** Sandy McDonald [sandy@jeffersoncountywv.org]  
**Sent:** Thursday, May 29, 2014 2:09 PM  
**To:** 'Jessica Carroll'  
**Subject:** FW: Board members  
**Attachments:** Criminal Justice Board Draft Vacancy Position.docx

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**From:** Ronda Eddy [mailto:reddy@berkeleywv.org]  
**Sent:** Thursday, May 29, 2014 2:07 PM  
**To:** 'Debbie Keyser'  
**Cc:** 'Sandy McDonald'  
**Subject:** RE: Board members

Here are the positions that need to be filled – I've attached a draft vacancy announcement. Let me know if I can provide more information.

Member with a background in mental health care and services. – I think I have a candidate for this position.

Two members who can represent organizations or programs advocating for the rights of victims of crimes with preference given to organizations or programs advocating for the rights of victims of crimes of domestic violence or driving under the influence.

Three at large members (Dale holds one position ) so we need two.

Here's who we have that will transition to the new board:

Ralph Lorenzetti, Prosecutor

Pete Dougherty, Sheriff

Sheri Hoff, Substance Abuse Treatment

Alex White, Board of Education Appointee – Need to request a letter from the Board of Education appointing him to the new Board.

Public Defender – Stephen needs to send a letter to the Public Defender Corporation to appoint a representative that is a resident of Jefferson County. If this doesn't occur, then Jefferson County Commission can appoint a local Defense Attorney.

Carolyn Zdziera – the Board needs a representative from an organization that advocates for the rights of victims of domestic violence. The decision to transition her to a new Board may depend on the candidates that apply for this position. I'm not sure if there are any other organizations that represent victims of domestic violence other than BIPPS.

All current Board members should verify their County residency, and disclose any conflicts of interest.

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**From:** Debbie Keyser [mailto:dkeyser@jeffersoncountywv.org]  
**Sent:** Thursday, May 29, 2014 9:10 AM  
**To:** 'Ronda Eddy'



891 Auto Parts Place Box 136

Martinsburg, WV 25403

304.262.4424

866-332-2906

**ending violence...one home at a time**

May 22, 2014

Mr. Ralph Lorenzetti  
Prosecuting Attorney  
P. O. Box 729  
Charles Town, WV 25414

RE: Berkeley/Jefferson Criminal Justice Board

Dear Ralph:

It is with great regret that I must tender my resignation from the Berkeley/Jefferson Criminal Justice Board. Having recently been sworn in until the new Board is reconstituted on July 1<sup>st</sup>, I was certain that I could continue, if only for the short term.

However, the direction being taken by the Day Report Center and its director leaves me no choice but to resign. I have enjoyed working with the Board, the previous staff, and the DRC clients and I believe that much good work has been done.

I very much respect you and your position as Board President and know that you will expertly direct the Board of the Day Report Center in the important work which must be done.

It has been a pleasure working with you in this capacity.

Sincerely,

*Carolyn Zdziera*

Carolyn Zdziera  
Executive Director

CC: CAV Board

Received

JUL 02 2014

*Jefferson County Schools*  
110 Mordington Avenue  
Charles Town, West Virginia 25414  
(304) 728-9741

Jefferson County Commission

*Superintendent*  
*Susan K. Wall*

*School Board Members*  
*Gary Kable, President*  
*Scott Sudduth, Vice President*  
*Mariland Lee*  
*Mark Osbourn*  
*Larry Togans*

June 27, 2014

Ronda Eddy, Director  
Jefferson County Day Report Center  
406 South Raleigh Street  
Martinsburg, WV 25401

RE: Letter of Support

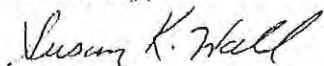
To Whom It May Concern:

We wish to express the support of the Jefferson County Board of Education for the Jefferson County Day Report Center. We have had several positive experiences with Ms. Ronda Eddy in working on this program and we will continue to support her and the center. Mr. Alex White was appointed to work with and serve on the Board of Directors for this program.

We realize that the program is expanding but understand that a program of this magnitude is very important to our county and the surrounding area. I see a great need for this program to help with lowering our ever increasing numbers in our local justice system.

Please feel free to contact us if we can be of any assistance to this program.

Sincerely,



Susan K. Wall  
Superintendent  
Jefferson County Schools



Sheri L. Hoff, Ed. D.  
Director of Attendance  
Jefferson County Schools

*SHERI L. HOFF, ED. D.*  
*85 C EDWARD LANE*  
*CHARLES TOWN, WV 25414*  
*(540) 247-98787*  
*(304) 728-9221*

Received

JUL 02 2014

Jefferson County Commission

June 27, 2014

Jefferson County Community Criminal Justice Board  
Jefferson County Commission Office  
P. O. Box 250  
Charles Town, WV 25414

RE: Member, JCDRC Mental Health

To Whom It May Concern:

I have worked with the Jefferson County Community Criminal Justice Board since its inception and wish to continue working with the Board as well as with members of our community in need of support services through court-ordered alternative sentencing programs such as those found through the DRC.

My back ground includes mental health services in the Army, private services as well as within the public school system. I am currently a certified counselor in both the state of West Virginia and the Commonwealth of Virginia.

I have enclosed my resume for your consideration and am available for questions, comments, and concerns at the above listed numbers.



Sheri L. Hoff, Ed. D.

# SHERI L. HOFF, ED. D.

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## PROFESSIONAL EXPERIENCE

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- 2009 – Present Charles Town, WV  
*Director of Attendance*
- Supervise county attendance on a daily basis
  - Administrator, Alternative School & all Secondary Summer School Programs
  - Counselor
  - Supervise Home School parents and children
  - School Safety Officer for County
  - Homeless Liaison
  - Serve on committees: Local Emergency Planning Council; Homeland Security Council, American Red Cross, Day Report Center
  - Liaison between schools and courts, law enforcement, federal agencies
  - Prepare and oversee implementation of federal grants
- 2006 – 2009 Jefferson County Schools Charles Town, WV  
*Coordinator of At-Risk Education Programs*
- Provides interventions with students with Attendance problems
  - Coordinates and maintains Attendance Office Policies
  - Serves as Principal and Coordinator for Secondary Summer School Programs
  - Coordinates County Drop-Out Prevention Program
  - Coordinates County Alternative Educational Program
  - Coordinates County Crisis and Emergency Plan
  - Coordinates County Attendance Juvenile Court activities
- 2004 – 2006 Jefferson High School Shenandoah Junction, WV  
*Principal*
- Principal of largest high school in West Virginia – 2300+ students
  - Develop the Vision for JHS, Goals & Objectives
  - Provide Leadership & Supervision to 158+ Faculty & Staff
  - Developed the school's 5 Year Strategic Plan
  - Prepared yearly Master Schedule

- Develop & Implement School Policies & Procedures
- Increased Post-Secondary Education for JHS from 54% to 76%

2001 – 2004 Jefferson High School Shenandoah Junction, WV  
*Assistant Principal*

- Provide Leadership and Supervision for Special Education Program
- Assist with development of Faculty and Student Schedule & Assignment
- Conducted Faculty and Staff Evaluations
- Assist with Interviewing and Hiring of new Faculty
- Knowledgeable in WVEIS Functions, Retrieval & Evaluation of Data
- Head School Technology Team Maintain School Technology Inventory
- Assist in Development of School Policies
- Chairperson of JHS CORE Team
- Assist in preparation, & Presentation of Student Cases for Expulsion to Jefferson County School Board
- Knowledgeable in NCLB Requirements

1998 – 2001 Jefferson High School Shenandoah Junction, WV  
*Mental Health Counselor*

- AP Coordinator
- Summer School Administrator
- Peer Mediator/Peer Counselor Trainer
- Coordinate School-wide National Testing
- Coordinate School-wide State Testing
- Supervise Career Center & Computer Systems
- Alternative Education Program Counselor
- Skills Support Coordinator

1998 – 2002 MTI Front Royal, VA  
*Mediator*

- School, Domestic, & Corporate Mediation; Multi-Party & Multi-Issue
- Mediation Instructor

1995-1998 Clarke County High School Berryville, VA  
*Mental Health Counselor & Extended Learning Teacher*

- Child Study/Special Education Eligibility Co-chair
- SADD & FFA Advisor

1994-1995 Clarke County High School Berryville, VA  
*Long-Term Substitute Guidance Counselor*

1994-1995 Loudoun County High School Leesburg, VA  
*Long-Term Mental Health Counselor*

1992 – 1994 Lord Fairfax Community College Middletown, VA  
*Adjunct Professor – Humanities*

1991 – 1994      Child-Parent Center      Winchester, VA  
*Counselor*

- Special Education Coordinator
- Vocational Rehabilitation Liaison
- Education Testing
- Court-Ordered Family/Parenting Counselor

1990-1991      Prison Ministries      Reston, Virginia  
*Human Resource Director*

- Conducted all Hiring/Firing for US and 93 International Branches
- Responsible for COBRA, Immigration, FMLA, Benefits
- Interacted with Legal Counsel for International Hiring & Firing

1980-1990      U.S. Army      Augsburg, Germany  
*Soldier*

- EEO Counselor
- Army Emergency Relief Officer for One Million Dollar Budget
- Supply Specialist, Chaplains Assistant
- Weapons Specialist
- Mental Health Counselor, C-DAC

#### LICENSES & CERTIFICATIONS

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State of West Virginia. Administrative Certificate.

State of West Virginia. Pupil Personnel License.

Commonwealth of Virginia. Pupil Personnel License. No. 09-506643

Commonwealth of Virginia. Secondary Principal License. No. 01-506643

Virginia Supreme Court Certified Mediator. No. 0973

I.C.R.C. Certified Rehabilitation Counselor. No. 736955

#### EDUCATION

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August 2004      Shenandoah University      Winchester, VA  
*Doctor of Education in Administration Leadership*

2000      Shenandoah University      Winchester, VA  
*M. S. Ed., School Administration*

1989      Boston University      Boston, MA  
*M.Ed., Human Services/Human Resource Education*

1987      University of Maryland      College Park, MD  
*B.S., Psychology*

## TECHONOLGY

WVEIS – AS 400

Microsoft Office 2000

Power Point      Word      Publisher      Access      Excel      Desktop Publishing

Columbia Guidance Counseling System

## MEMBERSHIPS

National Association of Secondary School Principals

Association for Supervision and Curriculum Development

## REFERENCES

Upon Request

Received

JUN 23 2014

Jefferson County Commission

June 17, 2014

Jefferson County Commission  
P.O Box 250  
124 E. Washington Street  
Charles Town, WV 25414

Dear Commissioners:

I live in Kearneysville, WV, and I wish to be considered for a position as a individual with mental health experience of the Jefferson County Community Criminal Justice Board.

I have been concerned with the increase in substance abuse in our region. I have a long term interest, training, credentialing, and experience in public health with the Eastern Panhandle Free Clinic. I am also finishing up my psychiatry certification in August of this year.

I believe I could be of benefit to the Board as it provides important support for the Jefferson Day Report Center

I have attached my resume for your review.

Sincerely



Leona Cook,

Family Nurse Practitioner

**Leona Fay Cook**  
**P.O. Box 726**  
**Kearneysville, WV 25430**  
**304-724-7399**  
**Cell 304 -433-2229**

Education: DNP – Shenandoah University-5/2013  
Psychiatric Mental Health Nurse Practitioner in progress (will complete  
8/2014)  
MSN/ Family Nurse Practitioner, West Virginia University-8/1999  
BSN, Shepherd University-5/97  
ADN, Shepherd University-5/92

Employment:  
Genesis Health Care Family Nurse Practitioner  
Charles Town, WV June 2013 – present

Duties: Provide care to rehab and nursing home patients. I treat patients for a variety of medical problems such as diabetes, HTN, depression, anxiety, UTI, COPD, dementia, pain management, insomnia, edema, afib, falls, anemia, cellulitis, wounds, altered mental status, rash, cough, constipation, vaginal bleeding and much more. I travel between three facilities providing care to patients ranging from age 24 to 102 years old.

Jefferson Primary Care Family Nurse Practitioner  
121 West 3<sup>rd</sup> Avenue December 2006-Present  
Ranson, WV 25438  
304-724-7200

Duties: Diagnose and treat patients with a variety of acute and chronic illnesses. This is a private practice owned by an internal medicine doctor.

Shenandoah University Clinical Instructor  
Winchester, VA August 2006 - Present

Duties: Teach BSN students in Community Nursing. Arrange for outside sites with organizations such as Hospice.

Eastern Panhandle Free Clinic Family Nurse Practitioner  
1212 North Mildred Street October 2000 – June 2013  
Ranson, WV 25438  
304-724-6091

Duties: Diagnose and treat patients with a variety of acute and chronic illnesses. Supervise support staff. Precept Nurse Practitioner students through WVU, Mountain State University and Frontier School of Midwifery and Family Nursing. I am the original founder of this clinic. We opened this Free Clinic one day per week in 2001 after one year of planning. I wrote a grant to the Robert Wood Johnson Foundation and secured funding to open the clinic full time. The clinic is now open 43 hours per week and has over 4,000 patients. With over 100 volunteers the clinic sees patients for primary care, psychiatry, massage therapy, medication management, counseling, diabetes education and many other services. Through a network of over 100 volunteer specialists, the clinic is able to refer patients to specialists in the community to be seen for cardiology, rheumatology, endocrinology and many other specialties. I was the administrator of the clinic for the first two years. I then worked as the clinical director of the clinic providing care to the patients and supervising all medical staff including nurse practitioners and support staff for the remaining eleven years.

E.A. Hawse Health Center  
Baker, WV

Family Nurse Practitioner  
June 1999-October 2000

Duties: Provided primary care to patients in this rural community health center.

Jefferson Home Health  
Ranson, WV

Home Health Nurse  
May 1995 – June 1999

Duties: Provided in home health care to patients in Jefferson County.

#### References:

Dr. John Aldis  
Medical Director Free Clinic  
4911 River Road  
Shepherdstown, WV 25443  
304 283-0041 cell  
304-876-6346 home  
jwaldis@gmail.com

Dr. Safa Osman  
Internal Medicine Doctor  
Jefferson Primary Care  
116 East 3<sup>rd</sup> Avenue  
Ranson, WV 25438  
304-724-7200

Kathleen Eid-Heberle, MSN, RN, CNE, CCRN  
My supervisor with Shenandoah University

Assistant Professor  
Eleanor Wade Custer School of Nursing  
Shenandoah University - Northern VA Campus  
44160 Scholar Plaza  
Leesburg, VA 20176  
Office: [571-223-0238](tel:571-223-0238)  
Cell: [704-578-9648](tel:704-578-9648)  
[keidhebe@su.edu](mailto:keidhebe@su.edu)

Robyn Lance  
Nurse Practitioner, My Clinical Instructor  
27 Homewood Drive  
CharlesTown, WV 25414  
304-839-3642  
[rlance11@gmail.com](mailto:rlance11@gmail.com)

Becky Greenberg  
RN VAMC  
134 Shannon Lane  
Kearneysville, wv 25430  
304-728-4445  
[srmlact@yahoo.com](mailto:srmlact@yahoo.com)

Roberta Whetzel  
Nurse Practitioner  
79 Harrison Drive  
Inwood, WV 25428  
304-813-5263  
[rjwhetzel66@hotmail.com](mailto:rjwhetzel66@hotmail.com)

Genie Johnson  
Nurse Practitioner  
1212 N. Mildred Street  
Ranson, WV  
304-579-7424

Received

JUL 02 2014

Jefferson County Commission

*Debra Haines Cornwell  
198 Huntfield Lane, Eastland  
Charles Town, WV 25414  
703-599-9524  
shenandoahcelebrations@gmail.com*

The Honorable Walter Pellish, President  
Jefferson County Commission  
PO Box 250  
Charles Town, WV 25414

Dear Mr. Pellish,

June 17, 2014

Please accept my application for one of the at-large members of the Criminal Justice Board who are familiar with the community and have an interest in advancing access to substance abuse treatment.

Addiction *is* an impediment to society. Addiction touches everyone whether it is found with friends, family members, co-workers, neighbors, and others. Because addiction starts with a choice, and so many people who make that choice do not succumb to it, addiction will always be a scourge. Nonetheless, there are many people who are addicted at the first use. Addiction stands in the way of education, productivity, and safety. Addiction exists in abundance, and while it is "an loveable" illness, treatment needs to be a societal priority.

Without being too personal in a professional letter, I would like to acknowledge several items. One, I personally know the Jefferson Day Report Center's Executive Director, and two, I know a thing or two about addiction and support. I would not extend my precious, limited time to serve on such a significant board to merely help a friend. Serving on this board may very well be one of the most important things that I can do to help Jefferson County be a vibrant, healthy community.

Regarding addiction and support, not every person responds to every treatment and some addicts are not reachable. However, it is imperative for our community to have evidence-based treatments available and to make long term plans regarding a local treatment facility.

As a member of the Criminal Justice Board, I plan to utilize my skills and abilities in networking, community outreach, and fundraising to build solid community support for substance abuse treatment programs that make a positive difference in our county. Thank you for your time and consideration.

Sincerely,

  
Debra H. Cornwell

**Debra Haines Cornwell**  
**198 Huntfield Lane, Eastland**  
**Charles Town, WV 25414**  
**deb@debghostwriter.com/703.599.9524**

As an accomplished professional, a successful entrepreneur, and an effective communicator, my objective is to serve the Criminal Justice Board and the people of Jefferson County as an effective board member for outreach to the Eastern Panhandle. Throughout a diverse career, the common thread in my positions is communications--sales, promotions, writing, and broadcasting--experience integral to successful achievements as a Criminal Justice board member who focuses on community outreach and fundraising.

### **PROFESSIONAL EXPERIENCE**

**Cornwell Investment Company of WV, LLC:** Charles Town, WV  
CO-FOUNDER/PRINCIPLE (May 2012-present)

Established for the purpose of real estate investment

**G4 Motorsports:** Charles Town, WV  
CO-FOUNDER/COMMUNICATIONS/SPONSORSHIP DIRECTOR (July 2010-present)

Established for the purpose of managing a Quarter Midget car racing team

**DebGhostWriter.com:** Charles Town, WV  
FOUNDER/PRINCIPLE (January 2009-present)

"When time or words elude you." Founded on the concept that employees don't always have the time or skill set for writing, therefore, businesses and individuals need assistance with producing written content for websites, press releases, letters, advertising, manuals, etc.

#### **Primary Responsibilities:**

Business Development and Administration  
Promotion and Social Media Networking  
Create Written Content for Clients on a Freelance or Ghostwriter Basis

#### **Key Accomplishments:**

Successful corporate contract with the National Court Reporters Association to create written content for a study guide

Successful corporate contract with Long & Foster Real Estate Companies, in partnership with Christie's Great Estates, to provide text for *Extraordinary Properties* magazine

Successful completion of a book for the auto-biography of a non-disclosed reality television star

Publishes articles and columns in *The Spirit of Jefferson* newspaper, and *Around The Panhandle*, *Around Harrisonburg*, and *Valley Homes & Style* magazines

**Long & Foster Real Estate:** Charles Town, WV  
AGENT (January 2003-2009)

Successful buyer's agent and seller's agent for residential property sales

**Loudoun Convention & Visitors Association:** Leesburg, VA  
PARTNERSHIP MANAGER (July 1999-July 2002)

LCVA is the destination management organization for Loudoun County, VA. It's purpose is to lead the tourism industry to work together as a destination to generate visitor spending.

**Primary Responsibilities:**

Managed the Partnership Program including generating memberships, developing membership programs, and measuring the success of those programs

Built partnerships between stakeholders to foster cooperation for product development and marketing opportunities

Conducted outreach and represented the LCVA to businesses, to community organizations, and to Loudoun County and its towns

**Key Accomplishments:**

Built membership to a record-breaking 300-plus dues-paying members

Served as the active-proxy for LCVA's President/CEO to the Loudoun Main Street program helping to launch that program

**American Beechcraft:** Leesburg, VA  
OPERATIONS SUPERVISOR (February 1996-July 1999)

ABC was the fixed base operator at the Leesburg Executive Airport

**Primary Responsibilities:**

Supervised the operations specialists and their duties including utilizing the ARINC and Unicom radios for aircraft communication for weather, runway, traffic, and parking advisories plus fuel requests

Managed and inventoried the fuel farm and the retail pilot shop

Served as ABC's community service representative interacting with and conducting tours for schools, groups, and organizations

**Key Accomplishments:**

Set and achieved high standards for exceptional customer service by the staff for airport customers

Successfully expanded retail sales operations

Provided functional guidance/feedback to the architectural team for the new airport design most notably the ramp porte cochere

**SAAB Aircraft of America, Inc.:** Sterling, VA  
ACCOUNT REPRESENTATIVE (August 1989-February 1996)

SAAI is the North American Headquarters of the SAAB Group's Commercial Aircraft Division providing sales and support to aviation customers for the SAAB 340 and SAAB 2000 turbo-prop aircraft.

**Primary Responsibilities:**

Managed product support sales accounts for various airlines

Managed customs transfers for aircraft ferry kits

Conducted detailed technical research with engineering for aircraft effectivity for service bulletin requirements for the entire SAAB fleet

Participated in and served as statistician for AOG--an emergency service called Aircraft On Ground

**Key Accomplishments:**

1991, 1992 Two personal Vendor Appreciation Awards from American Eagle/Wings West Airlines, Inc, San Luis Obispo, CA

Made successful recommendations for the overhaul of the AOG program

**Shepherd University:** Shepherdstown, WV  
ASSISTANT DIRECTOR OF EVENTS (August 1987-June 1989)

Note: At the time of my employment and graduation from Shepherd, it was known as Shepherd College.

**Primary Responsibilities:**

Planned, promoted, and managed social and cultural events on campus such as concerts, dances, theatrical performances, lectures, Homecoming, etc.

**Key Accomplishments:**

Elevated popular concerts to a national level

**WRNR Radio:** Martinsburg, WV  
NEWS DIRECTOR/ANCHOR/REPORTER (May 1981-August 1987)

WRNR is an AM, sunrise to sunset radio broadcast operation.

**Primary Responsibilities:**

Wrote, reported, and anchored news; managed news staff

**Key Accomplishments:**

1985 WV Associated Press Best Weekend Coverage  
1986 WV Associated Press Best Coverage of an Issue

1987-88 WV Associated Press Board member and 1988 Convention Chair

## **EDUCATION**

### **BACHELOR OF SCIENCE**

Concentration Political Science and Communications (1986)  
Shepherd University: Shepherdstown, WV

## **VOLUNTEERISM HIGHLIGHTS**

- 2014-present Elected member of the Jefferson County Democratic Executive Committee
- 2013-present Discover Downtown Charles Town board member
- 2010-14 Appointed Female Representative to the 16th Senatorial District Committee
- 2010-present Annual Giving Committee, Gala Auction Committee, Parent Association member, Room Parent, Virginia Association of Independent Schools conference hospitality coordinator, Powhatan School, Boyce, VA
- 2009-2012 Supply Clerk, Jefferson County Elections
- 2009-11 President, Shenandoah-Potomac Garden Council of Berkeley & Jefferson Counties
- 2009 Chairperson, Almost Heaven Fundraiser
- 2008-present Successful fundraiser for various candidates for elected office
- 2006-09 Vestry member, Zion Episcopal Church
- 2005-2011 Member, Shenandoah Garden Club

Joann Strider Christian  
507 S. Church Street  
Charles Town, WV 25414  
304.995.2367  
[joannstrider@aol.com](mailto:joannstrider@aol.com)

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June 30, 2014

**BY HAND DELIVERY**

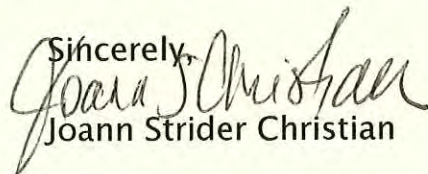
Mr. Walt Pellish, President  
Jefferson County Commission  
124 E. Washington St.  
Charles Town, WV 25414

**Re: The Criminal Justice Board**

Dear Mr. Pellish

With this letter, I would like to confirm my sincere desire, availability and willingness to serve on The Criminal Justice Board and I would ask that you consider me for an at large member position.

I offer you my enthusiasm to support the goals of the Criminal Justice Board. My interest in advancing access to substance abuse treatment is deeply rooted as my life was saved by receiving quality treatment, education, and access to necessary resources, all of which have afforded me the gift of recovery.

Sincerely,  
  
Joann Strider Christian

Enclosures: Statement of Qualifications  
Letter of reference

Joann Strider Christian  
507 S. Church Street  
Charles Town, WV 25414  
304.995.2367  
joannstrider@aol.com

Professional Experience:

- Callahan Counseling Services, Peter Callahan, LISW, ADC-S, CCFC, Martinsburg, WV

Continuing work towards the requirements of the WVCBAPP for my ADC (Alcohol and Drug Counselor Certification)

Have taught the West Virginia DUI Safety and Treatment Program which consists of the following areas: DUI Laws, Physiology of Addiction, Biological Signs of Addiction, County Measures, Treatment Resources, Family Session

Co-facilitated the Intensive Outpatient Substance Abuse Program

Gained experience in the core competencies of addiction: Screening, Intake, Orientation, Assessment, Treatment planning, Counseling, Case management, Crisis intervention, Client education, and Referral

Maintained client progress notes and reviewed assessments

- Char French, Outpatient Addictions Therapist, Clinical Supervisor, National Counseling Group, Winchester, VA

I continue to serve as a guest speaker, as needed, for motivational groups and co-occurring disorders groups at Frederick County Probation and Parole

Volunteer mentor/team member for Frederick County, VA Department of Health & Human Services

Personal Experience:

- 9 years of recovery from substance abuse
- In depth understanding of the disease of addiction
- In depth understanding of the public stigma associated with addiction

- Active member of Narcotics Anonymous with a working knowledge of the twelve steps, sponsorship and service work
- Graduate of Bridging the Gaps Inc., and integrative addictions treatment facility where I was an inpatient for seven months; completed one year of after care/relapse prevention
- Recognized in 2010, by Bridging the Gaps, as their guest speaker at the annual picnic
- Understand and implement in my daily life relapse prevention, self care and recovery management

#### Community Relations:

- A lifetime resident of Jefferson County
- Fifth generation owner of the Melvin T. Strider Colonial Funeral Home
- A lifetime member of Zion Episcopal Church, where I formerly served as the Chair of the Stewardship Committee and formerly served on the Search Committee for hiring the Reverend Melanie McCarley
- Former board member of Good Shepherd Interfaith Caregivers

#### Education:

- Graduate of Jefferson High School, class of 1988
- Graduate of Shepherd College, class of 1995  
B.S. Business Administration/Communications
- Graduate of Gupton Jones College of Funeral Service, class of 1997  
Valedictorian; A.S. Mortuary Science
- Northern Virginia Community College, Addiction Studies, 2009–2010

Timothy E. Young  
151 Miller Lane  
Berkeley Springs, WV 25411  
304-839-3360

June 26, 2014

To Whom It May Concern:

I am writing this letter of recommendation for Joann Strider-Christian. I have known Joann for approximately 4 years. She became closely involved in my family's life through her selfless willingness to be of help in an area we knew nothing about.

Our family was stricken with a disease so many of us frown upon and judge by but have no idea what is involved or how those who are affected came to be caught up in.

We are a typical middle class family. Our daughter was on course and was being selected by college coaches to be a collegiate soccer player. Little did we know unravelling and unknown to us was a prescription medicine addiction. We soon learned of the issue and were floored to say the least.

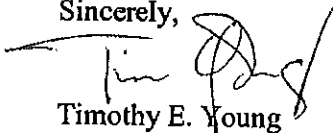
Joann without hesitation began counseling me as a parent and began laying out a course of action. Her vast knowledge and frank way of opening our eyes was much appreciated and of great value. She understood exactly how we felt and most importantly exactly how my daughter felt and what she was experiencing as well as what we could expect to see.

Joann's honesty and commitment to someone she really never knew or met was astounding and comforting. She exhibited a deep knowledge of addiction as well as a vast amount of resources and was able to guide us to the right people for counselling, meetings and treatment. She mentored my daughter and attended court hearings in support as well.

Our daughter is now enrolled in school and on a much better path! Though it is still a recovery stage we are doing just that but so thankful and grateful to be here. Joann was a true blessing to us when we were facing sleepless nights and so much fear.

I would certainly recommend Joann to any position involving addiction counseling, treatment or mentoring.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Young", with a stylized flourish at the end.

Timothy E. Young  
Project Engineer  
Foremost Industries Inc.  
Greencastle PA. 17225

## Jessica Carroll

---

**From:** Ronda Eddy [reddy@berkeleywv.org]  
**Sent:** Thursday, July 03, 2014 1:29 PM  
**To:** 'Jessica Carroll'  
**Cc:** 'Sandy McDonald'; 'Debbie Keyser'  
**Subject:** RE: Community Criminal Justice Board

Thanks Jessica – I was at the meeting today and really pleased and impressed with the candidates.

I believe the Commission could consider Joann Strider Christian for one of the two advocate for victims of crime vacancies. Give her background and current interest and involvement with organizations that serve a population that are often victims of domestic violence, crimes, etc., she could be considered for this vacancy, as well and the member-at-large vacancy. I don't believe we have any candidates for the two vacant advocate positions so it might work best to consider her for appointment to one of these two vacant positions.

Feel free to pass my suggestion on to the Commissioners for their consideration.

---

**From:** Jessica Carroll [<mailto:jcarroll@jeffersoncountywv.org>]  
**Sent:** Thursday, June 26, 2014 9:29 AM  
**To:** 'Ronda Eddy'  
**Cc:** 'Sandy McDonald'; 'Debbie Keyser'  
**Subject:** Community Criminal Justice Board

Ronda –

Just a reminder the County Commission will be appointing to the Community Criminal Justice Board on Thursday, July 3. We've only had two applicants, and there are five vacant positions. If you know of anyone interested in serving on the Board, we must receive their application/letter of interest no later than 12:00 pm on Monday, June 30.

Thanks!

Jessica Carroll  
Executive Administrative Assistant  
Jefferson County Commission Office  
PO BOX 250  
Charles Town WV 25414  
(304) 728-3284

June 11, 2014

Jefferson County Commission  
P.O Box 250  
124 E. Washington Street  
Charles Town, WV 25414

Dear Sir/Madam:

I live in Shepherdstown, WV, and I wish to be considered for a position as an at-large member of the Jefferson County Community Criminal Justice Board.

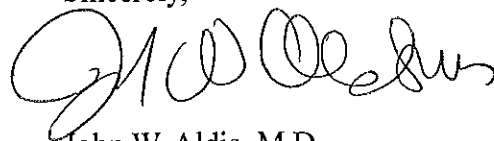
Since moving back to Shepherdstown in 2001, I have been concerned with the increase in substance abuse in our region -- particularly heroin and other opioids. I have a long term interest, training, credentialing, and experience in public health and government service, and I believe I could be of benefit to the Board as it provides important support for the Jefferson Day Report Center.

I have also applied for a position on the Jefferson County Board of Health. While I believe I could be helpful on both boards (and I would like to work with both groups), I understand that might create a conflict of interests, so I will leave that decision to the members of the commission.

I have attached a copy of my Curriculum Vitae and a somewhat shorter Résumé.

Please let me know if you need any other information from me.

Sincerely,



John W. Aldis, M.D.  
AAFP, MPH & Tropical Medicine

CC: Ronda Eddy  
Executive Director  
Jefferson Day Report Center

|                                          |                                                                  |
|------------------------------------------|------------------------------------------------------------------|
| <b>John W. Aldis, M.D.</b>               | <b>Phone: (304) 876-6346</b>                                     |
| 4911 River Road, Shepherdstown, WV 25443 | E-mail: <a href="mailto:jwaldis@gmail.com">jwaldis@gmail.com</a> |

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| <b>Profile</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Licensed and board-certified physician with a background in clinical trials, evaluations and medical management of occupational exposures in research laboratory settings, vaccine research, medical biodefense issues, and food-service inspections and oversight. Skilled in developing and implementing standardized policies and procedures. Experienced in conducting healthcare in overseas settings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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| <b>Education</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <table border="0"> <tr> <td>B.A., Microbiology, University of Kansas, Lawrence, Kansas</td> <td>1967</td> </tr> <tr> <td>M.D., University of Kansas, Kansas City, Kansas</td> <td>1971</td> </tr> <tr> <td>Rotating Medical Internship, Gorgas Hospital, Panama Canal Zone</td> <td>1972</td> </tr> <tr> <td>Family Practice Residency, Jacksonville Navy Medical Center, Florida</td> <td>1979</td> </tr> <tr> <td>M.P.H. &amp; Tropical Medicine, Tulane, New Orleans, Louisiana</td> <td>1986</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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                                                                                                                                                                                            | 1971 | Rotating Medical Internship, Gorgas Hospital, Panama Canal Zone | 1972      | Family Practice Residency, Jacksonville Navy Medical Center, Florida       | 1979 | M.P.H. & Tropical Medicine, Tulane, New Orleans, Louisiana                                                                               | 1986 |                                                                           |  |                                                                                                                                                                                           |  |                                                                                                 |           |                                                 |  |                                                                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| <b>License and Credentials</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>Medical License in West Virginia -- #20707<br/> National Provider Identifier (NPI) -- #1609843960<br/> BNDD #BA8395320 (<u>with buprenorphine waiver</u>)<br/> Board Certified in Family Practice since 1979</p>                                                                                                                   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| <b>Career History</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <table border="0"> <tr> <td><b>SAIC-Frederick Clinical Monitoring Research Program</b></td> <td>2008-2013</td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> <li>• Providing medical leadership for the oversight of drug safety</li> <li>• Data and safety monitoring</li> <li>• Adverse event reporting</li> <li>• Product safety reviews</li> <li>• Preparation of technical and regulatory documents</li> </ul> </td> </tr> <tr> <td><b>Martinsburg Veterans Hospital and City Hospital</b></td> <td>2007-2008</td> </tr> <tr> <td colspan="2"><i>Medical Director of VA Hospital Home Based Primary Care (half-time)</i></td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> <li>• Helped set up this new program</li> <li>• Provide home-based direct medical services</li> </ul> </td> </tr> <tr> <td colspan="2"><i>Martinsburg City Hospital Occupational Medicine Clinic (half-time)</i></td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> <li>• Physician for Occupational Health and Urgent Care Clinics</li> <li>• Provided medical input for Employee and DoT Drug Testing Program</li> </ul> </td> </tr> <tr> <td><b>U.S. Army Medical Research Institute of Infectious Diseases (USAMRIID), Fort Detrick, MD</b></td> <td>2002-2007</td> </tr> <tr> <td colspan="2"><i>Research Physician for Vaccine Protocols</i></td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> <li>• Staff physician in Special Immunizations Program (SIP)</li> <li>• Sub-investigator on 8 protocols</li> <li>• Evaluated, documented, and managed occupational exposures to bio-threat agents by scientists working in research laboratories.</li> </ul> </td> </tr> <tr> <td colspan="2"><u>Specific Accomplishments:</u></td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> <li>• Principal Investigator for tularemia vaccine IND protocol</li> <li>• Principal Investigator for Q fever vaccine IND protocol</li> <li>• Main author for SOP covering the overall operation of the SIP</li> <li>• Main author of SOPs covering occupational exposures to agents such as Herpes B virus and other pathogens, waiver process for recommended vaccines for laboratory suite entry, etc.</li> <li>• Author of the SIP Reference Manual</li> </ul> </td> </tr> <tr> <td><b>U.S. State Department Foreign Service, Worldwide</b></td> <td>1981-1999</td> </tr> <tr> <td colspan="2"><i>U.S. Embassy Physician (Regional Medical Officer)</i></td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> <li>• Overseas tours in Mali, Indonesia, Nigeria, and China (twice) with regional coverage of personnel stationed in surrounding countries</li> <li>• Provided primary medical care for embassy personnel and family members and also to other expatriates in emergencies</li> <li>• Conducted and supervised inspections of food service facilities at my assigned posts.</li> <li>• Conducted surveys of hospitals, laboratories, and clinicians in the surrounding countries to assess their ability to meet the needs of the expatriate patients living there</li> <li>• Following completion of tour in 1999, served TDY assignments at the</li> </ul> </td> </tr> </table> | <b>SAIC-Frederick Clinical Monitoring Research Program</b> | 2008-2013 | <ul style="list-style-type: none"> <li>• Providing medical leadership for the 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| <i>Research Physician for Vaccine Protocols</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                       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| <ul style="list-style-type: none"> <li>• Principal Investigator for tularemia vaccine IND protocol</li> <li>• Principal Investigator for Q fever vaccine IND protocol</li> <li>• Main author for SOP covering the overall operation of the SIP</li> <li>• Main author of SOPs covering occupational exposures to agents such as Herpes B virus and other pathogens, waiver process for recommended vaccines for laboratory suite entry, etc.</li> <li>• Author of the SIP Reference Manual</li> </ul>                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                       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| <b>U.S. State Department Foreign Service, Worldwide</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1981-1999                                                                                                                                                                                                                                                                                                                             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| <i>U.S. Embassy Physician (Regional Medical Officer)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                       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| <ul style="list-style-type: none"> <li>• Overseas tours in Mali, Indonesia, Nigeria, and China (twice) with regional coverage of personnel stationed in surrounding countries</li> <li>• Provided primary medical care for embassy personnel and family members and also to other expatriates in emergencies</li> <li>• Conducted and supervised inspections of food service facilities at my assigned posts.</li> <li>• Conducted surveys of hospitals, laboratories, and clinicians in the surrounding countries to assess their ability to meet the needs of the expatriate patients living there</li> <li>• Following completion of tour in 1999, served TDY assignments at the</li> </ul> |                                                                                                                                                                                                                                                                                                                                       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Embassies in the Philippines (2001) and in Yemen (2002).

Specific Accomplishments:

- Conducted a research protocol to determine the extent of lead exposure of expatriate children living in five major cities China
- Set up a walking blood bank in Lagos, Nigeria, to cover emergency blood needs for expatriates
- Studied and explained the cause of the contaminated air at a new apartment building for Embassy families in Beijing
- Conducted a systematic survey of the salad products being served at five of the best hotels in Beijing to demonstrate the level of bacteriologic contamination of the food being served
- Performed an extensive survey of the bottled water companies in and around Beijing to assess the safety of their products for the expatriate community

**U.S. State Department, Washington, D.C.**

1993-1996

**Chief, Medical Clearance Office**

- Headed the Medical Clearances Section of the Department's Office of Medical Services; this office with 11 personnel provided 20,000 annual medical clearances for 60,000 overseas U.S. Foreign Service personnel and families
- Maintained a database of medical support available to expatriates at the 265 overseas Foreign Service posts

Specific Accomplishments:

- Reorganized the State Department's medical clearance process to permit expedited medical clearances of generally healthy individuals in order to allow the medical clearance personnel to focus on the assignments of individuals with special medical needs to posts with limited medical support

**U.S. Navy, Worldwide**

1972-1981

**U.S. Navy Physician**

- General Medical Officer (1972-1976) with overseas assignments to the Philippines, Taiwan, and Guam
- Family Practice Physician (1976-1981)
- Chief, Family Practice Department, U.S. Navy Hospital, Guam (1980-1981)

Specific Accomplishments:

- Discovered and reported on a cluster cases of *Capillaria philippinensis* in Central Luzon (far from the expected location for this disease)
- Aldis, John W.; Kortepeter, Mark G.; Rusnak, Janice M.; "Photo Quiz: Reaction After Smallpox Vaccination," *American Family Physician*, 74(1):145-147, July 1, 2006
- Rusnak, Janice M.; Kortepeter, Mark G.; Aldis, John W.; Boudreau, Ellen F.; "Experience In The Medical Management Of Potential Laboratory Exposures To Agents Of Bioterrorism On The Basis Of Risk Assessment At The United States Army Medical Research Institute of Infectious Diseases (USAMRIID)," *Journal of Occupational & Environmental Medicine*, 46(8):801-811, August 2004
- Rusnak, Janice M.; Kortepeter, Mark G.; Hawley, Robert J. PhD, CBSP; Boudreau, Ellen; Aldis, John; Pittman, Phillip R., "Management Guidelines for Laboratory Exposures to Agents of Bioterrorism," *Journal of Occupational & Environmental Medicine*, 46(8):791-800, August 2004
- Tidball JS, Aguas JP, Aldis JW "A new concentration of human intestinal capillariasis on western Luzon," *Southeast Asian Journal of Tropical Medicine and Public Health*, Vol. 9, No. 1, pp 33-40, March 1978.

**Publications**

**Memberships**

**Related Experience**

- American Academy of Family Practice
- American Society of Tropical Medicine and Hygiene
- Experienced in use of Microsoft Office Suite (Word, Excel, Outlook, PowerPoint, Publisher), Visio, and FrontPage. Experience in setting up and writing database (dBase) applications
- Proficient in medical photography

(See Curriculum Vitae for more detailed listing of volunteer and short-time employment positions.)

**John Warner Aldis, M.D.**  
**AAFP, MPH and Tropical Medicine**

4911 River Road  
Shepherdstown, WV 25443

(304) 876-6346  
[jwaldis@gmail.com](mailto:jwaldis@gmail.com)

**LICENSURE AND CREDENTIALS:**

- **Doctor of Medicine** from University of Kansas (Kansas City) – 1971.
- **Board Certified in Family Practice** continuously since 1979 (ID #0057296).
- **Master's Degree in Public Health and Tropical Medicine** from Tulane School of Public Health and Tropical Medicine (New Orleans) – 1986.
- **Current Medical License:** West Virginia (#20707)
- **BNDD #BA8395320 (with CSAT waiver to practice opioid addiction therapy)**
- **NPI # 1609843960**

**CAREER SUMMARY:**

- **Medical Monitor, Clinical Safety Office [Contractor], Clinical Monitoring Research Program, support to the Regulatory Compliance and Human Subjects Protection Program National Institute of Allergy and Infectious Diseases/ NIH, SAIC-Frederick, Inc. Frederick, MD, from September 2008 to September 2013.**  
Physician responsible for providing medical leadership for the oversight of drug safety, data and safety monitoring, and related activities of the Regulatory Compliance and Human Subject Protection Branch. These activities range from adverse event reporting to product safety reviews to preparation of technical and regulatory documents.
- **Medical Director, Eastern Panhandle Free Clinic (Charles Town, WV) October 2001 – November 2010.**  
Served in a voluntary capacity as the Medical Director for the clinic and as the collaborative physician for the nurse practitioners and physician assistants (employees and volunteers) who work in the clinic; represented the medical staff as a permanent member of the clinic's Board of Directors.
- **Medical Coordinator, Employees' Health Center, Charles Town Race Track April 2006 – 2009.**  
Served as the collaborative physician supporting the physician assistant who provided basic primary healthcare services to employees (and family members) of the Charles Town Race Track; review the patients' medical files; provide overall supervision of the clinic operations.
- **Medical Director for Management Technological Solutions, Kearneysville, WV, from January 2008 to 2009.**  
This part-time position provided medical support to the development of several large scale projects for the Department of Defense that include the standardization and provisioning of medical supplies and equipment for the TriServices (Army,

Navy, and Air Force).

- **Physician assigned to the Gateway Health Services, City Hospital, Martinsburg, WV, from December 2007 to September 2008.**  
This was a part-time position (2 days/week). The physician provided primary medical services care to patients seeking medical care services at the Acute Care Clinics in Inwood and Martinsburg, served as the Occupational Medicine Physician for Business Health Services, and as a Medical Review Officer to oversee the drug-testing program.
- **Medical Director, Home-Based Primary Care (HBPC) at the Veterans Administration Medical Center, Martinsburg, WV, from December 2007 to September 2008.**  
The physician provided medical supervision of the Home-Based Primary Care Program for the VA Hospital and also care for in-patients on the Extended Care Unit. The physician provided care in collaboration with nurse practitioners on an innovative extended care unit with a mix of sub-acute, long term care, hospice/palliative care and respite patients, in addition to working with an interdisciplinary team managing the care of chronically ill home-bound patients. Fifty percent of the duties were dedicated to Home Based Primary Care and fifty percent to Hospice/Palliative Care.
- **Research Physician (Goldbelt Raven Corporation Contract) with U.S. Army Research Institute of Infectious Diseases October 2002 - September 2007.**  
Planning, organizing and conducting experimental research involving human subjects to determine the safety and efficacy of vaccines and drugs against a variety of infectious diseases or biologic toxin agents of military importance.
  - Staff physician in Special Immunizations Program (SIP)
  - Principal Investigator for tularemia vaccine IND protocol
  - Principal Investigator for Q fever vaccine IND protocol
  - Sub-investigator on 8 other protocols
  - Evaluated, documented, and managed occupational exposures to bio-threat agents by scientists working in research laboratories.
  - Main author of SOPs covering overall operation of the SIP, occupational exposures, waiver process for recommended vaccines, etc.
  - Author of the SIP Reference Manual
- **U.S. State Department Foreign Service Physician from 1981 to 1999.**  
Provided care as a Family Practice Physician for American employees and family members assigned to overseas diplomatic missions in Mali, Indonesia, Nigeria, and China. Supervised contract physicians, nurse practitioners, contract nurses, laboratory personnel, and clerical staff (up to as many as six individuals at any one facility) working for the embassy health units at the posts to which I was assigned as well as at the posts in my medical regions (West Africa and East Asia).

- **Chief of Medical Clearances for the State Department and Foreign Service from 1993 to 1996.**  
Managed an office of nine employees (nurse practitioners, contract nurses, and clerical staff) that produced over 20,000 overseas medical clearance decisions each year for a total overseas population of about 60,000 individuals.
- **U.S. Navy Physician from 1972 to 1981.**  
Served as a General Medical Officer and later a Family Practice Physician taking care of Active Duty members and their families stationed in the United States and overseas in Navy dispensaries and hospitals in the Philippines, Taiwan, and Guam. In those facilities, I supervised other physicians (Navy and Local National), nurses, Navy Corpsmen, laboratory personnel, and clerical staff.

#### **EDUCATION:**

- |                                      |                                                                                                                                                                                                                                                   |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| College:                             | University of Kansas at Lawrence, Kansas; 1963 to 1967; B.A. in Bacteriology and Chemistry.                                                                                                                                                       |
| Medical School:                      | University of Kansas School of Medicine in Kansas City, Kansas; 1967 to 1971; Doctor of Medicine.                                                                                                                                                 |
| Internship:                          | Gorgas Hospital Internship Program in the Canal Zone of Panama; July 1971 to June 1972; Rotating Internship.                                                                                                                                      |
| Residency:                           | Jacksonville Naval Regional Medical Center in Jacksonville, Florida; September 1976 to July 1979; Family Medicine leading to board certification in Family Practice July 1979 (with re-certification examinations in 1986, 1993, 2000, and 2007). |
| Public Health and Tropical Medicine: | Tulane School of Public Health and Tropical Medicine at New Orleans, Louisiana; September 1985 to August 1986; Master's Degree in Public Health and Tropical Medicine.                                                                            |

#### **SHORT COURSES and Training (not a complete list):**

- (1) 62<sup>nd</sup> Annual Scientific Assembly, WV Academy of Family Physicians, Charleston, WV; Course #64446; Total 26 hrs (Category 1); April 3-5, 2014.
- (2) "Office Based Treatment of Opioid Dependence," American Academy of Addiction Psychiatry; 8.0 hrs (Category 1); online course to fulfill requirement for waiver to use buprenorphine for office-based treatment of addiction; September 2013.
- (3) "Best Practice Prescribing of Controlled Substances," WV Boards of Medicine and Osteopathy; Charleston, WV; 7.5 hrs CME; November 30, 2012.
- (4) AAFP Scientific Assembly; AAFP; Philadelphia, PA; September 16 -- September 20, 2012.
- (5) Numerous short courses and classes related to Clinical Research and Management

- of Clinical Trials from onset of employment at SAIC-F to present.
- (6) AAFP Scientific Assembly; AAFP; Orlando, FL; September 13 -- September 17, 2011.
  - (7) Board Review Express Course (Family Practice Review); AAFP; Kansas City, KS; 48 hours (Category I); May 5 – May 8, 2010.
  - (8) “Globalization of Clinical Trials”; Presenter at Journal Club Discussion; SAIC-F; March 27, 2009.
  - (9) Advanced Geriatrics Educator Skills; West Virginia University Center on Aging; Martinsburg, WV; 14.75 hours (Category I); April 4 – April 6, 2008.
  - (10) Comprehensive Medical Review Officer Training; American Association of Medical Review Officers; Washington, D.C.; 21.75 hours (Category I); February 29 – March 2, 2008.
  - (11) 35<sup>th</sup> Annual Current Topics in Geriatrics; Johns Hopkins Medical School; Baltimore, MD; 18.0 hours (Category I); January 17 – January 19, 2008.
  - (12) “Family Practice Review Course”; Educational Testing Consultants, LLC (St. Louis); San Mateo, CA; 40 hours (Category I); July 5 – July 8, 2007.
  - (13) “Improving Patient Care with Health Information Technology”; West Virginia University School of Medicine Office of Continuing Medical Education; Morgantown, WV; 13.5 hours (Category I); June 15 – June 16, 2007.
  - (14) “HIPAA – Privacy and Security Refresher”; US Army MHS Learn; Online Course; June 1, 2007.
  - (15) “BLS for Healthcare Providers”; Military Training Network Resuscitative Medicine Training Program; Ft. Detrick, MD; 4 hours (Category I); 2I May 2007.
  - (16) “Advanced Good Clinical Practice: Practical Application and Implementation”; US MRMC; 3 hours; 18 April 2007.
  - (17) “Review of FDA Case”; Teleconference by USAMRMC FDA Regulated Activities; 1.5 Hours (Category I); December 13, 2006.
  - (18) 2006 International Conference on Tularemia; Marine Biological Laboratory, Woods Hole, MA; Four-day program of formal presentations and workshops about the current state of science regarding tularemia; 1-4 November 2006.
  - (19) “Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Incidents Course”; Online Course by U.S. Army; 16 Hours (Category I); October 1, 2006.
  - (20) “National Association of Free Clinics 2006 Summit”; West Virginia University Hospitals (Morgantown, WV); Chicago, IL, 10.8 Contact Hours; May 2006.
  - (21) “Good Clinical Practice Refresher”; U.S. Army Medical Command; USAMRIID; one-day course, 5.5 hrs (Category I); 21 April 2006.
  - (22) “Good Clinical Practices (GCP) – Module I: Protocol Development”; US MRMC; 1.5 hours credit (Category I); 15 February 2006.
  - (23) “Good Clinical Practices (GCP) – Module II: Protocol Development”; US MRMC; 1.5 hours credit (Category I); 15 February 2006.
  - (24) Family Practice CME program: “Family Practice Review”; Temple University School of Medicine and the Family Practice Residency Program of Lancaster General Hospital; Lancaster, PA; 42.75 hours credit (Category I); September 25-30, 2005.
  - (25) “Basic Life Support for Healthcare Providers (CPR & AED) Program”; American

- Heart Association; Frederick Community College, Frederick, MD; one-day course; May 2, 2005.
- (26) "Tabletop Exercise" (Simulated bioterrorist attack with anthrax); West Virginia University School of Medicine; Clarion Hotel, Shepherdstown, WV; 6.0 hours (Category I); May 5, 2005.
  - (27) "FDA's Good Clinical Practices (GCP) Refresher Class"; Office of Regulatory Affairs, USAMMDA and QARCO, USAMRIID; one-day program; April 22, 2005.
  - (28) "Security 101: Introduction to HIPAA Security"; required online course on HIPAA; February 8, 2005.
  - (29) "Provider Privacy Refresher Course"; required online course on patient privacy; February 10, 2005.
  - (30) "Family Medicine Board Review"; Continuing Medical Education Reviews, Inc.; St. Louis, MO; 63 hours (Category I); November 18-23, 2004.
  - (31) "Ethical and Regulatory Aspects of Clinical Research"; WebCast conference by National Institutes of Health/Foundation for Advanced Education in the Sciences (NIH/FAES); 8.1 hours (Category-I, AMA); October 6, 2004 through November 17, 2004 and December 8, 2004.
  - (32) "Family Practice Review"; Temple University School of Medicine and the Family Practice Residency Program of Lancaster General Hospital; Lancaster, PA; 52.5 hour (Category I); March 21-26, 2004.
  - (33) "FDA's Introduction to GCP"; 16 Hours; Regulatory Affairs and QA Regulatory Compliance Office, USAMRIID; February 19 February 20, 2004.
  - (34) Regular CME (Home Study) through American Academy of Family Practice; 38 hours (Category I) recorded as of December 31, 2003.
  - (35) "End of Life Care and Pain Management"; online course by WVU School of Medicine; December 2003.
  - (36) 52<sup>nd</sup> Annual Meeting of the American Society of Tropical Medicine and Hygiene; 19.64 hours (Category I); December 3-7, 2003.
  - (37) "Clinical Tropical Medicine and Travelers' Health: Hot topics from the Tropics"; American Society of Tropical Medicine and Hygiene; 8.5 hours (Category I); December 2-3, 2003.
  - (38) MedDRA Coding 001 and 002; Course on Coding Using the MedDRA Dictionary; December 1, 2003.
  - (39) "Resistant Infections: How Do You Treat?"; CME Lecture by City Hospital (Martinsburg, WV); 2.0 hours (Category I); October 22, 2003.
  - (40) "Acute Coronary Syndrome: The Impact of ACC/AHA Guidelines on Outcomes," CME Lecture by City Hospital (Martinsburg, WV); 1.6 hours (Category I); September 24, 2003.
  - (41) "Introduction to Good Laboratory Practice (GLP) Regulations" given by Office of Product Development and Regulatory Affairs, USAMRIID; May 2003.
  - (42) HIPAA Training Course offered online by TRICARE (DoD); May 2003.
  - (43) "8<sup>th</sup> Conference of the International Society of Travel Medicine"; New York, NY; May 7-11, 2003.
  - (44) "Family Practice Review"

- (45) "Good Clinical Practices Course" given by USAMRIID; 12 hours training course; January 2003.
- (46) "Applied Good Clinical Practice" course completed online (with certification) in November 2002.
- (47) "Basic Cardiac Life Support" recertification course given at USAMRIID, October 2002.
- (48) Annual Scientific Assembly Meeting of the American Academy of Family Physicians (one-week conference with lectures and short courses) for Family Practice CME; 23.25 hours (Category I); October 16-20, 2002.
- (49) Yearly "CME" courses organized by the U.S. State Department for Foreign Service Physicians since 1979 through 1999.
- (50) A.H.A. Basic Cardiac Life Support and Advanced Cardiac Life Support – 1977 with several re-certification courses current to 2000.
- (51) "Disaster Preparedness" course by the State Department and the U.S. Army in Walter Reed Army Medical Center in April of 1999.
- (52) Family Practice Re-certification Review, American Academy of Family Practice, Kansas City, Kansas, in March of 1996.
- (53) "Negotiation Art and Skills"; Foreign Service Institute; 40 hrs; 1994.
- (54) Family Practice Re-certification Review, Louisiana State University School of Medicine in May of 1986.
- (55) "Coping With Violence"; Foreign Service Institute; 16 hrs; 1985.
- (56) Short Course in Flexible Proctosigmoidoscopy by the U.S. Department of State in March 1983.
- (57) ASCP Tropical Medicine Workshops (two) in 1979.
- (58) "Medicine in the Tropics" - a six-weeks course run by Gorgas Memorial Laboratory of the Republic of Panama taken in 1978.
- (59) Acupuncture Course through the Philippine Acupuncture Society; 1973.

**PROFESSIONAL EXPERIENCE:**

- (1) Medical Monitor for Clinical Safety Office (in support of NIH/NIAID) at SAIC-Frederick, September 2008 – September 2013.
- (2) Medical Director, Home-Based Primary Care Program, Veterans Hospital, Martinsburg, MD. Serves part-time in this position. December 2007 – present.
- (3) Staff Physician Long-Term Care and Geriatrics Service, Veterans Hospital, Martinsburg, MD. Serves part-time in this position. December 2007 – present.
- (4) Staff Physician in Urgent Care Center (Inwood, WV), City Hospital, Inc., and Gateway Healthcare Services, Martinsburg, WV. Half-time position (2 days/week); December 2007 – present.
- (5) Research Physician (Goldbelt Raven Corporation Contract) with U.S. Army Research Institute of Infectious Diseases – October 2002 to September 2007.
- (6) Contract (TDY Foreign Service) physician assigned to American Embassy in Sana'a (Yemen) – March to August 2002.
- (7) Volunteer Physician at Free Clinic. Served as the Medical Director and volunteer physician at the Eastern Panhandle Free Clinic 2001 – Present.
- (8) Contract (TDY Foreign Service) physician assigned to American Embassy in Manila (Philippines) – September 2001.

- (9) Contract physician during absence of the Foreign Service Physician in the Embassy Medical Unit in Jakarta (Indonesia) – October 1999 to April 2001.
- (10) Foreign Service Physician assigned to Beijing, China – July 1996 to July 1999.
- (11) Promoted to Foreign Service rank of Minister Counselor (FE-MC) – December 1994.
- (12) Director of Medical Clearances, Office of Medical Services in the U.S. State Department from August 1993 to June 1996.
- (13) Foreign Service Physician assigned to Beijing, China – September 1989 to July 1993.
- (14) Foreign Service Physician assigned to Lagos, Nigeria – July 1986 to July 1989.
- (15) Assigned by the Foreign Service on temporary duty to New Orleans where I studied for my MPH & TM degree at Tulane School of Public Health – August 1985 to June 1986.
- (16) Promoted to Senior Foreign Service (FE-OC) in December of 1983.
- (17) Foreign Service Physician assigned to Jakarta, Indonesia – July 1983 to July 1985.
- (18) Foreign Service physician assigned to Bamako, Mali, as the first State Department physician assigned to that country – July 1981 to July 1983.
- (19) Left U.S. Navy to join the U.S. Department of State Foreign Service – June 1972.
- (20) Promoted to Commander (O-5) – September 1979.
- (21) Chief of Family Practice Department, Naval Regional Medical Center, Guam, Northern Marianas Islands – June 1979 to June 1981.
- (22) Board Certified in Family Medicine by the American Academy of Family Practice by examinations in 1979, 1986, 1993 and 2000.
- (23) Family Practice Resident, Department of Family Practice, Naval Regional Medical Center, Jacksonville, Florida – September 1976 to July 1979.
- (24) Promoted to Lieutenant Commander (O-4) and Granted a Regular Naval Commission – 1976.
- (25) General Medical Officer, U.S. Naval Hospital, Taipei, Taiwan, Republic of China – June 1974 to August 1976.
- (26) Senior Medical Officer, U.S. Naval Dispensary, Naval Communications Station, San Miguel, Philippines – August 1972 to June 1974.
- (27) Entered on active duty and Commissioned as a Lieutenant (O-3), Navy Medical Corps – June 1972.
- (28) Ensign 1915 Navy Early Commissioning Program during medical school – March 1968 - June 1972

#### **OVERSEAS EXPERIENCE:**

- (1) **Sana'a, Yemen** - Served as the Embassy Physician on a five-month TDY assignment March – August 2002.
- (2) **Manila, Philippines** - Served as the Embassy Physician on a TDY assignment during September 2001.
- (3) **Jakarta, Indonesia** - Lived in Jakarta where my wife was assigned as the U.S. Foreign Service Regional Medical Technologist at the U.S. Embassy; October 1999 – April 2001.
- (4) **Beijing, China** - Regional Medical Officer covering the diplomatic missions in

- China, Hong Kong, Mongolia, and Vladivostok in Eastern Russia; July 1996 - July 1999.
- (5) **Beijing, China** - Regional Medical Officer covering the diplomatic missions in the Peoples Republic of China (Shanghai, Shenyang, Chengdu, and Guangzhou), Mongolia, and Hong Kong; October 1989 - July 1993.
  - (6) **Lagos, Nigeria** - Regional Medical Officer covering our diplomatic posts in Nigeria, Cameroon, Gabon, Benin, and Equatorial Guinea; July 1986 to August 1989.
  - (7) **Jakarta, Indonesia** - Regional Medical Officer covering the American Embassies of Indonesia, Malaysia, Singapore, Australia, New Zealand, Fiji, and several Western Pacific Islands; August 1983 - July 1984.
  - (8) **Bamako, Mali** - Regional Medical Officer covering the American Embassies of Mali, Upper Volta and other posts in the region when needed; September 1981 - June 1983.
  - (9) **Guam, Marianas Islands** - Chief of Family Practice at the Naval Regional Medical Center, Guam; August 1979 - June 1981.
  - (10) **Republic of Panama** - Participant in "Medicine in the Tropics," a six-week course offered by Gorgas Memorial Laboratories as part of my Family Practice Residency; July 1978 - August 1978.
  - (11) **Taipei, Taiwan, Republic of China** - General Medical Officer in Navy at Navy Hospital, Taipei; June 1974 - August 1976.
  - (12) **Republic of the Philippines** - General Medical Officer in the Navy at San Miguel Naval Communications Station; August 1972 - June 1974.
  - (13) **Canal Zone of Panama** - Rotating Internship at Gorgas Hospital; June 1971 - June 1972.
  - (14) **Indonesia** - Medical Assistant ("Clinical Clerk") at Goodyear Rubber Plantation, Dolok Merangir, North Sumatra between my third and fourth years of medical school (May 1970 - August 1970).
  - (15) **Germany** - Construction Worker as a college student; summer of 1964.

#### RESEARCH POSITIONS:

- (1) Electron Microscopy Research in the Department of Microbiology, University of Kansas - June 1963 - August 1963 (no publication).
- (2) Research in Gel Immunodiffusion in the Department of Immunology, University of Kansas - January 1967 - June 1967 (named as technical assistant in a resulting article).
- (3) Clinical investigation of an outbreak of *Capillaria philippinensis* – 1972 to 1974 (resulted in publication of an article).
- (4) Conducted a large survey (265 children) to define the risk of lead poisoning to expatriate children living in major cities in China and Mongolia. The results contrasted sharply with the data from local (Chinese) data and were very positively received by the foreign companies and families. The results were presented at the American Academy of Family Practice Scientific Assembly in September 2000.
- (5) Research Physician at U.S. Army Medical Research Institute of Infectious Diseases (Ft. Detrick) – October 2002 to September 2007.

**PUBLICATIONS:**

Tidball JS, Aguas JP, Aldis JW "A new concentration of human intestinal capillariasis on western Luzon," Southeast Asian Journal of Tropical Medicine and Public Health, Vol. 9, No. 1, pp 33-40, March 1978.

Rusnak JM, Kortepeter MD, Aldis J, Boudreau E. "Experience in the medical management of potential laboratory exposures to agents of bioterrorism on the basis of risk assessment at the United States Army Medical Research Institute of Infectious Diseases (USAMRIID)," Journal of Occupational & Environmental Medicine, 46(8):801-811, August 2004

Rusnak, Janice M. MD; Kortepeter, Mark G. MD; Hawley, Robert J. PhD, CBSP; Boudreau, Ellen MD; Aldis, John MD; Pittman, Phillip R. MD, "Management Guidelines for Laboratory Exposures to Agents of Bioterrorism," Journal of Occupational & Environmental Medicine, 46(8):791-800, August 2004

Aldis, John W. MD, Kortepeter, Mark G. MD, Rusnak, Janice M. MD, "Photo Quiz -- Reaction After Smallpox Vaccination," American Family Physician 74(1):145-147, July 2006

**FOREIGN LANGUAGES:**

Basic familiarity in Indonesian, Chinese, French, German, Spanish.

**MEMBERSHIP:**

- (1) American Academy of Family Practice
- (2) West Virginia State Medical Association

**PERSONAL DATA:**

Place of Birth: Frederick, Maryland.  
Date of Birth: June 24, 1945.  
Nationality: United States  
Marital Status: Married (once) September 27, 1969.  
Spouse: Pheny Aldis (maiden name, Cheah)  
Profession: ASCP Certified Licensed Medical Technologist with special interest, training, and experience in microbiology and parasitology (currently retired). She has worked as a medical laboratory technologist at most of our overseas posts.  
Languages: Fairly fluent in Chinese and Indonesian (written and spoken); also speaks some French, German, and Spanish.  
Children: Dana Lian Aldis (DOB August 26, 1972)  
Tara Lan Aldis (DOB December 19, 1974)

AGENDA REQUEST FORM

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

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 5 to 10 minutes

DATE REQUESTED: 1<sup>ST</sup> CHOICE July 17<sup>th</sup>, 2014

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE: next available  
commission meeting date

SUBJECT: Quarterly Review-Approval/Closure of estates

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION,  
INCLUDING ANY BACKGROUND INFORMATION:

Quarterly review to approve estates opened since last quarterly review, and to close estates  
that have met all statutory requirements.

RECOMMENDED MOTION: To approve newly opened estates, and to approve closure of estates.

ARE DOCUMENTS ATTACHED: To follow, closer to July 17<sup>th</sup>

IS A PROJECTOR NEEDED?: NO

[lfields@jeffersoncountywv.org](mailto:lfields@jeffersoncountywv.org) (304) 728-3210

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



Name: Barbara J. Miller, CEM, CFM

Department or Organization: Jefferson County Homeland Security and Emergency Management

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice **July 17, 2014**

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

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

**Subject (Wording to be placed on agenda): Approval of Hiring Administrative Assistant/Public Information Officer/Volunteer Coordinator for Jefferson County Homeland Security and Emergency Management**

Please provide the County Commission with a description of your request or presentation, including any background information: In May, 2014, Jessica Owens was promoted to Deputy Director, leaving this position open. This is a replacement position that the Commission approved a personnel requisition for to fill in May, 2014. It is budgeted for FY-15.

Is this a funding request? Y Within our current budget.

If so, how much? \$35,152 annually

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

1. I move to approve the hiring of Brandon C. Vallee as the Administrative Assistant/Public Information Officer/Volunteer Coordinator for Jefferson County Homeland Security and Emergency Management.

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: [bmiller@jeffersoncountywv.org](mailto:bmiller@jeffersoncountywv.org) Phone Number: 304-728-3290 .

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

**Jefferson County Commission  
Employee Action Form**

|                            |                                |                   |                                  |
|----------------------------|--------------------------------|-------------------|----------------------------------|
| Employee Name:             | Brandon Vallee                 | Date Completed:   | 7/7/2014                         |
| Department Number:         | 711                            | Work Location:    | Homeland Security/Emergency Mgt. |
| Birthdate:                 |                                | Mail Address:     |                                  |
| Social Security:           |                                | Mail Address:     |                                  |
| Home Phone:                |                                | Cell Phone:       |                                  |
| Salary:                    |                                | Salary:           | \$35,152                         |
| Reason:                    |                                |                   | New Hire                         |
|                            |                                |                   | Promotion                        |
|                            |                                |                   | Temporary Assignment             |
|                            |                                |                   | Annual Increase                  |
| Step:                      |                                | Step:             | A (80 hours)                     |
| Grade:                     |                                | Grade:            | 3                                |
| Min/Mid/Max                |                                | Min/Mid/Max       |                                  |
| From:                      | Candidate                      | To:               | Candidate                        |
| Select One:                | Non-Exempt                     | Select One:       | Non-Exempt                       |
|                            | Exempt                         |                   | Exempt                           |
|                            | Regular Full Time - 70/hr week |                   | Regular Full Time - 70/hr week   |
|                            | Regular Full Time - 80/hr week |                   | Regular Full Time - 80/hr week   |
|                            | Regular Part Time - <1040/week |                   | Regular Part Time - <1040/week   |
|                            | Temporary Full Time            |                   | Temporary Full Time              |
|                            | Temporary Part Time            |                   | Temporary Part Time              |
|                            | Intern                         |                   | Intern                           |
|                            | Contract                       |                   | Contract                         |
|                            | Termination/Retirement         |                   | Termination/Retirement           |
| From:                      |                                | To:               |                                  |
| FMLA                       | Military                       | FMLA              | Military                         |
| Personal Unpaid            | Personal Paid                  | Personal Unpaid   | Personal Paid                    |
| Active                     | Return to Work                 | Active            | Return to Work                   |
| Workers Comp               | WC Code                        | Workers Comp      | WC Code                          |
| WC Rate:                   |                                | WC Rate:          |                                  |
| Additional Info:           |                                |                   |                                  |
|                            |                                |                   |                                  |
| Effective Date: 8/4/2014   |                                |                   |                                  |
| Co Admin/Elected Official: |                                | HR Approval       |                                  |
| Commission Approval        |                                | Hiring Mgr Appr   | Barbara J. Miller                |
| Hiring Mgr Notified        |                                | Payroll Processed |                                  |

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Stephanie Grove

Department or Entity: Prosecutor's Office

Estimation of amount of time needed for appointment: 10 min.

Date Requested -- 1<sup>st</sup> Choice: 7/17/14

Date Requested -- 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject:

JCESA Buildings Mortgage

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

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

Attachments:

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



Name: Debbie Keyser

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: July 17, 2014

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

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

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

Please provide the County Commission with a description of your request or presentation, including any background information:  
Approve MOU between the County Commission and Broker of Record for FY2014-2015, as reviewed and approved by Legal.

Is this a funding request? Y/N Already discussed.  
If so, how much? \$

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.

Motion to approve the MOU for the attached broker of record.

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/COMMENTS

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|------------------------------------------------------------------|
| <u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS</u> |
|                                                                  |

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING AGREEMENT (this "Agreement") dated this the 5<sup>th</sup> day of June, 2014.**

**BETWEEN**

Jefferson County Commission of 124 East Washington Street, Charles Town, WV 25414  
(the "Customer")

**OF THE FIRST PART**

- AND -

Millenium Insurance Group of 135 East Main Street, New Holland, Pennsylvania, 17557  
(the "Consultant")

**OF THE SECOND PART**

**BACKGROUND:**

- A. The Customer is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide assistance with strategic benefit planning, design, funding, administration, and communication about its employee benefit program.
- B. The Consultant is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Scope of Services Provided**

- a. **Consulting and Brokerage Services** - Consultant will provide Client with consulting and brokerage services for the following benefit programs listed below, as well as any benefit programs not listed herein for which the Client requests Consultant's services after the inception of this Agreement:
  - i. Medical
  - ii. Prescription Drugs
  - iii. Vision
  - iv. Dental
  - v. Group Life Insurance
  - vi. Voluntary Life and AD&D
  - vii. Health Reimbursement Accounts

- b. Administration and Marketing – Annual Renewal marketing for Cost Comparisons and Plan Options - meetings with Administrative Personnel to review utilization and marketing trends - Coordination assistance with lines of coverage - Direct assistance and/or instruction of administration with HRA plans - Direct link to carriers and benefit plans with limited outsourcing.
- c. Meetings with Client & Vendors - Services will include attendance and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes. Consultant will facilitate and attend (3) days per year for on-site open enrollment meetings.
- d. Day to Day Administrative Issues - Consultant will provide Enrollment & Termination Administration assistance as directed by the Client; Claim Adjudication Investigation - Coordination of Benefits Administration Assistance - Attorney and Credit Bureau Resolution Assistance - Subrogation Issue Resolution Assistance - Written confirmation of resolutions (including check number, amount of payment, discounts applied (if any), deductible applied (if any), coinsurance applied (if any), and ineligible charge explanations (if any) - 24-hour, 7 day a week home and cellular phone contact numbers for "Key Employees" and/or emergency situations - Provider Directory and/or Computer Inquiry Assistance. Millenium Insurance Group will assist Jefferson County employees with claim and various other related issues that arise between the member and the insurance carriers within HIPPA guidelines. Millenium Insurance Group will provide dedicated experienced customer service staff to assist the employee when the employee has issues with health insurance vendors. The consultant will assist and advise the County with health insurance vendors who are not performing up to standard customer expectations. In addition, Millenium Insurance Group will assist employees and their families approaching Medicare eligibility with their Medicare Supplemental and Medicare Advantage options.
- e. COBRA Administration - Consultant will assist with all associated COBRA Administration and will submit and track terminations and COBRA elections as directed by the Client. Consultant will provide FMLA assistance and provide plan conversion/portability notifications and assist in calculating COBRA rates.
- f. Communication - Consultant will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment processes.
- g. Compliance and Human Resources - Consultant will provide informational tools and recommended employee notifications on

legislative developments impacting employee benefits, but not limited to and including "Affordable Care Act" compliance guidance.

2. **Disclosure and Record Keeping**

- a. **Full Disclosure** - Client has the right to approve any arrangements and/or utilization of any intermediaries in connection with, or arising out of or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with Client's insurance and risk management program.
- b. **Record Keeping** - Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by the Client.

3. **Term of Agreement** - The term of this Agreement shall be temporary until Millenium Insurance Group has been designated Broker of Record for Medical, Dental, Vision and Group Life effective no later than July 22, 2014. Thereafter, this Agreement will remain in effect for a term of one (1) year that automatically renews annually, unless one of the parties provides notice of the intent to terminate the contract. The Client understands that Millenium Insurance Group will have limited access and assistance from insurance carriers until signed Broker of Record Letters are received and acknowledged by each individual insurance carrier.

4. **Termination of Agreement** - This agreement may be terminated by either party as follows:

- a. Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement.
- b. By mutual written agreement of the parties, effective upon thirty (30) days advance written notice.

5. **Compensation** - For the services rendered by the Consultant as required by this Agreement, the Consultant will receive commissions at current commission levels in consideration for services provided. All ancillary lines of coverage and their commission will be paid to Millenium Insurance Group directly.

6. **Performance** - The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

7. **Provision of Extras** - The Customer agrees to provide, for the use of the Consultant in providing the Services, the following extras: Jefferson County will provide timely information on benefit elections, pricing,

enrollment/termination/change dates to Millenium Insurance Group to insure compliance with all federal and state guidelines.

8. **Confidentiality** - The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Consultant has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.
9. **Non-Solicitation** - Any attempt on the part of the Consultant to induce to leave the Customer's employ, or any effort by the Consultant to interfere with the Customer's relationship with its employees or other consultants would be harmful and damaging to the Customer. The Consultant agrees that during the term of this Agreement, the Consultant will not in any way directly or indirectly:
  - a. induce or attempt to induce any employee or other consultant of the Customer to quit employment or retainer with the Customer;
  - b. otherwise interfere with or disrupt the Customer's relationship with its employees or other consultants;
  - c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other consultants; or
  - d. solicit, entice, or hire away any employee or other consultant of the Customer.
10. **Assignment** - The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.
11. **Capacity/Independent Contractor** - It is expressly agreed that the Consultant is acting as an independent contractor and not as an employee in providing the Services under this Agreement. Any person employed by the Consultant shall be an employee of the Consultant unless specifically indicated otherwise in a written agreement signed by all parties. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
12. **Modification of Agreement** - Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
13. **Time of the Essence** - Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

14. **Entire Agreement** - It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
15. **Currency** - Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.
16. **Governing Law** - It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of West Virginia, County of Jefferson, without regard to the jurisdiction in which any action or special proceeding may be instituted.
17. **Severability** - In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
18. **Notices** - Any Notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses: (Jefferson County Commission, 124 East Washington Street, Charles Town, WV 25414 and Millenium Insurance Group, 135 East Main Street, New Holland, PA 17557). Each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. The Consultant agrees to keep Customer current as to their business, mailing and e-mail addresses, as well as telephone and facsimile numbers.

**IN WITNESS WHEREOF** the parties have duly executed this Memorandum of Understanding Agreement on the 17<sup>th</sup> day of July 2014:

Millenium Insurance Group

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

Jefferson County Commission

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

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



Name: Debbie Keyser

Department or Organization: County Commission Office

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: ~~June 19, 2014~~ July 17, 2014  
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*): Commission to review and edit RFP for IT.

Please provide the County Commission with a description of your request or presentation, including any background information:  
Review and edit RFP for IT. Either bring your edits to the Commission meeting on 7-17-2014 or send your edits via email to County Administrator. Staff will show your edits, along with your initials in document for the Commission package to be discussed on 7-17-2014.

Is this a funding request? Y/N No. IT budgeted for FY2015.  
If so, how much? \$

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: Attached

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

Contact information:  
Email address:.

Phone Number:

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## RFP – IT Support Services for Jefferson County, WV

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### Three Options:

1. Complete all services internally with IT staff employed by Jefferson County.
  - Did not receive overall majority support of Commission due to long-term personnel expenses
2. Complete all services externally by bidding entire IT arena out.
  - See attached RFP (including revisions from G. Wine)
3. Hybrid: Internal IT staff for on-site employee assistance; Consultant to oversee strategic planning, direction, vendor management and assistance to the staff
  - Current model in use
  - See attached RFP (including revisions from G. Wine)
  - Support letters from management indicating current hybrid model is working well

**Request for Proposal**  
**Information Technology Support Services**  
**\*\* For all IT Services and Support \*\***

**Request for Proposal**  
**Information Technology Support Services**

**\*\*\* DRAFT \*\*\***

Proposals will be received by the County of Jefferson for information Technology Support Services. Interested vendors should submit one original and 4 copies of their proposal response in an envelope marked as follows:

**IT Support Services**

Debbie Keyser, County Administrator

Jefferson County Commission

124 E. Washington Street

Charles Town, WV 25414

Or send electronically to: [dkeyser@jeffersoncountywv.org](mailto:dkeyser@jeffersoncountywv.org)

Formal proposals must be received by Friday, June 27<sup>th</sup> at 5:00 p.m. Bids will be opened and read on Monday, June 30<sup>th</sup> at 4:00 p.m.

Vendors are required to provide as much detail as possible in this proposal, regarding scope of services, approach to protecting and securing the technology used by the County, and their capability and experience. The County will utilize evaluation and selection criteria, based on the County's standard proposal process, to determine an acceptable vendor. The County reserves the right to reject any or all proposals or to accept any proposal considered most advantageous.

Copies of the RFP (Request for Proposal) are available electronically by contacting Jefferson County Administrator, Debbie Keyser. Please direct all inquiries to Debbie Keyser at 304-728-3281 or [dkeyser@jeffersoncountywv.org](mailto:dkeyser@jeffersoncountywv.org).

Prepared by:

Jefferson County Commission Staff

July, 2014

# RFP – IT Support Services for Jefferson County, WV

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## Introduction

The County of Jefferson is requesting proposals from qualified, professional technology vendors for Information Technology (IT) Support Services. The qualified vendor would provide necessary technical services, which would enable the County to:

Protect and secure its technology.

Ensure the efficient operation of its data processing networks and related computer systems in its defined user community.

Enhance its quality of IT support service for departments for Commission Staff and Elected Officials.

Minimize spending and maximize ROI (Return On Investment), within the defined budget constraints, for investment in technology.

## Background Information

Jefferson County has two campuses. One is downtown in historic Charles Town, WV, while the other campus is within 10 minutes north of downtown, which includes a sophisticated technological dispatch center, the Sheriff's facility and the County Maintenance Department. Our overall account is complex in that we have two campuses, historic older buildings spread among several city blocks.

General County hours are 8:00 a.m. to 5:00 p.m., with the Sheriff's Department and Dispatch working a 24/7/365 schedule. That said, we serve the citizens of Jefferson County, WV. Should there be a natural disaster, national crisis, etc., the County's IT infrastructure must be operational to provide updates as needed to the citizens of the County, Homeland Security, the Sheriff's Department and the 911 Emergency Services Agency. Therefore, it would be expected IT related work would be done until we are operational.

Each department budgets for their specific IT needs. The County Commission budgets those IT services utilized by all in the County such as the server upgrade, data storage systems, core network infrastructure and miscellaneous parts and supplies.

There are approximately 185 full-time employees, which includes County Commission staff and Elected Officials. There is also IT support provided by the County as needed for our Contingency Agencies which include Jefferson County Emergency Services Agency, Jefferson County Parks and Recreation, and the Jefferson County Development Authority (which is approximately 30 employees).

There are approximately 300 computers/printers/scanners/peripherals, 220 email accounts, 2 computer rooms, 10 TB of storage space, and 150 anti-virus installations. We are moving to virtualization in the downtown campus to match virtualization in Bardane campus. All buildings just recently interconnected by fiber and CAT6 cabling and MetroEthernet for both telephone and for data.

9-1-1 center has specialized systems such as radio network with servers in Clarksburg (connected via microwave radio and soon to be fiber connection); or 9-1-1 telephone system with interconnectivity via specialized trunks to the Frontier 9-1-1 network and NCIC data network to the State Police. 1039 radio subscribers programmed and dispersed throughout County in the public safety environment.

## RFP – IT Support Services for Jefferson County, WV

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Windows XP Professional is the prevalent operating system used in the network. The number of Windows 7 PCs is increasing. The County deploys Sophos as its anti-virus software. Ipswitch/Imail is used for email services alongside a Barracuda spam filter and mail archiving software.

We are in the process of implementing, and will be maintaining a CAD system for the E911 Center and IT assistance may be required.

We will begin implementation of a new website during this summer so technique IT assistance may be required.

Security of data is crucial as we house a multitude of records for our citizens, and it provides data for the County to properly assess and tax as needed.

We have an IBM AS/400 that provides Payroll, Accounts Payables, and Tax Collection. The software on the system is maintained by outside vendors however, onsite diagnostic of hardware issues is the responsibility of the County. The County maintains both Hardware and Software contracts with IBM in the event of system failure and can leverage other vendors if support requirements are greater than the level provided by staff. This requires on-site facilitation of daily back-up tapes.

The Maintenance Department is in partnership with the IT Department for providing cameras and security for the multitude of buildings owned by the County. They also provide implementation of wiring through the old, historic buildings, and provide an Administrator for the day-to-day needs for the VOIP phone system. The IT consultant assists with technical issues when they are not able to be solved by the VOIP administrator.

As part of this RFP you will be required to provide vision, strategy and day-to-day technical support for the one county paid full-time and one county paid part-time employee. The employees utilize a software package to track IT Help Desk tickets which are submitted by employees for IT issues, which range from computer problems, internet connectivity to server issues. Currently there are approximately 180 to 200 tickets per month from the end users, but we expect that number to increase as employees become familiar with the ticketing system. There are other IT tasks performed by the 1.5 employees such as verifications of back-ups, daily hands-on computer repair, server maintenance, etc. which are not reflected in the estimated 200 tickets per month.

Assistance may also be required to assist with a Disaster Recovery Plan and Homeland Security activation. There may be collaboration with IT from the Supreme Court. Therefore, the vendor's employees on site may be required to complete a successful background check.

Other assistance as needed may be required for implementation or updating individual computers, upgrading wi-fi systems, anti-virus protection, working with GIS mapping, and all other important IT tasks typical of the office environment.

### **Services Required**

This section summarizes the services to be provided to Jefferson County in this RFP. Based upon your knowledge and previous "current summary", the County expects the vendor proposal to define, in detail, the approach to be used to ensure a functional, effective and efficient IT Department.

Distinction of time and material costs for these efforts are important to billing the County and future budget considerations.

## RFP – IT Support Services for Jefferson County, WV

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- A. Initial Assessment – Review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance issues.
- B. Desktop Application Support – Performance of basic support functions, including the installation of PC's, laptops, PDA's as required by the County, printers, peripherals, and office software, diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications, identification and correction of user hardware problems, with advanced troubleshooting as needed, maintenance of an updated inventory of all related computer related hardware, to make available to County Commissioners or County Staff upon request, and continuation of a Help Desk and associated procedures.
- C. Server and Workstation Administrative Services – Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduled of preventive maintenance for equipment in the areas of coverage is properly and promptly performed, maintenance of records for all Help Desk tickets for both on-site visits and telephone support, development of operations and quality assurance for back-up plans and procedures are being followed.

Configuration management including changes, upgrades, patches, etc. is maintained, management of user logins and password security is documented; and support of software products relating to servers and workstations, timely response to repair and maintenance work for the user.

- D. Network Administration Services – Maintenance and support of network equipment, including switches, firewalls, routers and other security devices is included.

Installation and maintenance of printers, scanners, network devices, analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed, alert notifications in case of failure of equipment.

Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.

Maintenance of network documentation for daily, weekly and monthly services is required.

- E. Email, Security, and Backup Efforts – Maintenance of County email accounts using the County domain, adding, changing, and/or deleting County employee accounts as required; maintenance of virus detection programs on the County servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the County designed person is required.

## RFP – IT Support Services for Jefferson County, WV

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Configuration of County systems to enable remote access in a secure environment, with provisions for remote access administration, as required by the County designee is required.

Requirements for data back-up policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and program(s) to restore systems and data if servers and/or computers go down, are required.

- F. IBM AS/400 – Must have level of expertise to assist vendors with troubleshooting issues of AS/400 including both hardware and software issues.
- G. Planning – Engineering, planning and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when required or necessary.  
  
Installation of new equipment, software, and transfer existing data when acquired, will be needed.
- H. Vendor Management – Oversight, strategic planning and vision for the 30+ IT vendors used within the different offices of the County departments.
- I. Strategic Planning, Vision and Budgeting – Work with the County Administrator, Deputy County Administrator, and Finance Director to develop strategic planning for the entire County IT infrastructure, understand our budgeting process, and assist in the development of appropriate policies and procedures for the entire IT arena.
- J. Reports and Presentations – The vendor shall submit service reports on a quarterly basis, summarizing service and accomplishments/issues. The vendor must be available to meet with the County Administrator, Deputy County Administrator and Finance Director as needed, and make presentations to the County Commissioners on a quarterly basis on a Thursday morning.
- K. Not Included – The contract to be awarded will **NOT** allow the County to purchase from the selected vendor; computer equipment, hardware devices, cabling, licenses, software, or any other purchases other than the services provided within the scope of the RFP. The scope of this contract does not include computer equipment and networks not owned by the County.
- L. Areas of service will be defined by the County Administrator as Critical, Level 1 and Level 2. Critical issues such as telephone and internet disruption impacting employee productivity or our ability to serve the public will require a response time of 30 minutes or less from the vendor as needed either via remotely or on campus. Level 1 impacting our ability to serve the public or employee productivity will require a 2 hour response time as needed either via remotely or on campus. Level 2 would be items which do not impact serving the public or employee productivity and will be based on a mutually agreeable service call time.
- M. Coverage – It should be understood that the support windows is 24x7x365. Or efforts support Emergency Services and the first responders within the County.

### Submission Requirements

## RFP – IT Support Services for Jefferson County, WV

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The County is requesting the proposal submitted address the subjects with focused, concise specificity. We are looking for content, organized effort, solution-oriented IT function with the appropriate costs. The goal is a secure, smooth operating, efficient process, and effective informational technology systems.

Each proposal shall provide the following:

### About You:

1. Company name, address, telephone number and website.
2. Name, title email address and phone number of your contact person who is authorized to represent your firm.
3. Federal and State taxpayer ID for your firm.
4. A copy of your current West Virginia business license.
5. A brief statement of your understanding of the services to be performed.
6. The letter must be signed by a corporate officer or person authorized to bind the vendor to the proposal and cost schedule.
7. A statement indicating your proposal cost schedule will be valid and binding for 90 days following the proposal due date, and will become part of the contract negotiated with the County.
8. Provide a short profile of your firm regarding length of time in business, length of time providing proposed services, number of clients, number of clients in the public sector; location of office to service the account; number of employees; technological support, programming, consulting, sales and administrative support.
9. Description of the approach your firm will use in providing the services and how the firm is positioned to provide the services requested, with a history of experience on providing similar services.
10. Name of staff resources, with identification of principals and key personnel who are available to provide services, experience and expertise of staff; role and responsibilities of each staff member to be associated with our account.
11. Name, title, address and phone numbers of at least 3 references for clients, whom similar services have been provided, including information referencing the actual services performed, number of users, and length of tenure.
12. Explanation of any contract termination for default or other incident in the past five years. Termination or default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated. If default occurred, list name,

## RFP – IT Support Services for Jefferson County, WV

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address and telephone number of the party. If no termination occurred for default, please state so.

13. Provide why your firm is pursuing this contract and how it is uniquely qualified to perform the multitude of services required.

### **Your Proposal:**

14. Define how you will approach our account and thoroughly manage the services required to effectively and efficiently run our IT Department based on the information provided to you within this RFP.
- a. Please submit a fixed fee service contract for a twelve month period (July-June), with an option to renew for the second and third years (twelve months each), with the option for the County to terminate services for unsatisfactory performance either through a management decision or the Evaluation Survey results. Each twelve month period must be shown separately. A payment schedule should also be included (i.e. monthly, quarterly, etc.).
    - i. a fee schedule containing the vendor hourly rates for all services.
    - ii. a description of how services will be billed.
    - iii. a description of additional charges, i.e. out-of-pocket expenses for travel, etc.
  - b. Please list specifically any services which would not be covered in the proposal price. The vendor shall indicate the impact, if any, of changes in the County's IT infrastructure (number of servers, PC's, etc.) on the fixed fee. Identify the following for those services not under the fixed fee.
15. Please submit a draft contract for our review.
16. Please indicate the amount of liability coverage you have and provide a copy of your insurance certificate.
17. Please indicate scope of services beyond the RFP that the firm provides which may be of interest to the County.

18. **INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

Should any Firm/Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Commission. All necessary interpretations will be issued to all Firms/Companies in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Firm/Company to receive any such addendum or interpretation shall not relieve such Firm/Consultant from any obligation under their proposal as submitted. Jefferson County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON JEFFERSON COUNTY.** No requests received after **SPECIFY DATE AND TIME** will be considered. Every interpretation made by Jefferson County will be made in the form of an addendum that, if issued, will be sent by Jefferson County to all interested parties.

# RFP – IT Support Services for Jefferson County, WV

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## Evaluation Committee

A selection committee will review each vendor's qualifications. From this review, an evaluation and selection process will be completed using the following criteria as a benchmark for making a recommendation.

- Approach and Methodology
- Experience of the Firm
- Project Staffing and Experience
- Satisfaction of Clients/End Users
- Culture fit; Ease of doing business
- Pricing

This RFP creates no obligation on the part of the County to award the contract to the lowest bidder.

The selection committee will make their recommendation and justification to the County Commissioners at a County Commission Meeting. The Selection Committee shall be the County Administrator, Deputy County Administrator, Finance Director, one Elected Official (Sheriff), Two Department Managers, and one IT Squad member as an IT committee resource (Tori Myers).

The County reserves the right to reject any or all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the County's sole judgment, best meets the vision and objectives of the County. The RFP creates no obligation on the part of the County to be awarded a contract or to compensate the Bidder for any costs incurred during proposal presentation, response, submission, presentation or oral interviews. The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Vendors should not rely upon the opportunity to alter their qualifications during any discussions.

The County further reserves the right to make such investigation as it deems necessary to determine the capability of the vendors to furnish required services and vendors shall furnish all such information for the purpose as the County may request.

Vendors must specifically identify any portions of their submittals, deemed to contain confidential and proprietary information or trade secrets. The vendors may be required to justify why the Commissioners should not, upon written request from the public, disclose such materials.

All requests from the vendor for additional information must be made in writing (includes email) and this information provided will be made available to all vendors at the discretion of the County.

A survey will be completed annually by a significant number of County employees/end users in reference to the performance of our IT vendors. A sample survey is attached for informational purposes.

## RFP – IT Support Services for Jefferson County, WV

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Please take a moment to fill out the attached survey. This survey will enable the RFP IT Committee to have insight into the overall level of customer service provided to the County by our current IT vendors. This survey is to be completed annually. Keep in mind, Accurate Systems currently reflects Tom Reilly only, as the two IT resources are our employees and are NOT reflected in this evaluation survey. All surveys should be returned to the County Commission Office for tallying. A total score will be shown for each vendor along with written comments, with all participant names withheld.

**Scoring: 5= Superior; 4=Good; 3=Average; 2=Poor; 1=Unsatisfactory; 0=No Knowledge**

| Vendor:                                                                                                                   | 0 | 1 | 2 | 3 | 4 | 5 |
|---------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|
| How would you rate the response time to your requests by the current vendor and his/her staff?                            |   |   |   |   |   |   |
| Are you treated respectfully and appropriately by the current vendor and his/her staff?                                   |   |   |   |   |   |   |
| How would you rate the professionalism of the current vendor and his/her employees?                                       |   |   |   |   |   |   |
| How would you rate the vendor's ability to provide understandable, simple explanations of your IT issues and resolutions? |   |   |   |   |   |   |
| How would you rate the overall IT knowledge of the vendor and his/her staff?                                              |   |   |   |   |   |   |
| How would you rate the reasonableness of the fees/charges you pay for this vendor?                                        |   |   |   |   |   |   |
| Overall, what would be your rating of the vendor's overall service and value to the County?                               |   |   |   |   |   |   |

Additional Comments: \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

(Signature – Optional)

\_\_\_\_\_

Date

**Request for Proposal**  
**Information Technology Consulting Services**

## Request for Proposal

### Information Technology Support Services

**\*\*\* DRAFT \*\*\***

Proposals will be received by the County of Jefferson for Consulting Services for Information Technology. Interested vendors should submit one original and 4 copies of their proposal response in an envelope marked as follows:

#### **IT Consulting Services**

Debbie Keyser, County Administrator

Jefferson County Commission

124 E. Washington Street

Charles Town, WV 25414

Or send electronically to: [dkeyser@jeffersoncountywv.org](mailto:dkeyser@jeffersoncountywv.org)

Formal proposals must be received by Friday, June 27<sup>th</sup> at 5:00 p.m. Bids will be opened and read on Monday, June 30<sup>th</sup> at 4:00 p.m.

Vendors are required to provide as much detail as possible in this proposal, regarding scope of services, approach to protecting and securing the technology used by the County, and their capability and experience. The County will utilize evaluation and selection criteria, based on the County's standard proposal process, to determine an acceptable vendor. The County reserves the right to reject any or all proposals or to accept any proposal considered most advantageous.

Copies of the RFP (Request for Proposal) are available electronically by contacting Jefferson County Administrator, Debbie Keyser. Please direct all inquiries to Debbie Keyser at 304-728-3281 or [dkeyser@jeffersoncountywv.org](mailto:dkeyser@jeffersoncountywv.org).

Prepared by:

Jefferson County Commission Staff

May, 2014

# RFP – IT Support Services for Jefferson County, WV

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## Introduction

The County of Jefferson is requesting proposals from qualified, professional technology vendors for Consulting Services for Information Technology (IT). The qualified vendor would provide necessary technical services, which would enable the County to:

Protect and secure its technology.

Ensure the efficient operation of its data processing networks and related computer systems in its defined user community.

Enhance its quality of IT support service for departments for Commission Staff and Elected Officials.

Minimize spending and maximize ROI (Return On Investment), within the defined budget constraints, for investment in technology.

## Background Information

Jefferson County has two campuses. One is downtown in historic Charles Town, WV, while the other campus is within 10 minutes north of downtown, which includes a sophisticated technological dispatch center, the Sheriff's facility and the County Maintenance Department. Our overall account is complex in that we have two campuses, historic older buildings spread among several city blocks.

General County hours are 8:00 a.m. to 5:00 p.m., with the Sheriff's Department and Dispatch working a 24/7/365 schedule. That said, we serve the citizens of Jefferson County, WV. Should there be a natural disaster, national crisis, etc., the County's IT infrastructure must be operational to provide updates as needed to the citizens of the County, Homeland Security, the Sheriff's Department and the 911 Emergency Services Agency. Therefore, it would be expected IT related work would be done until we are operational.

Each department budgets for their specific IT needs. The County Commission budgets those IT services utilized by all in the County such as the server upgrade, data storage systems, core network infrastructure and miscellaneous parts and supplies.

There are approximately 185 full-time employees, which includes County Commission staff and Elected Officials. There is also IT support provided by the County as needed for our Contingency Agencies which include Jefferson County Emergency Services Agency, Jefferson County Parks and Recreation, and the Jefferson County Development Authority (which is approximately 30 employees).

There are approximately 300 computers/printers/scanners/peripherals, 220 email accounts, 2 computer rooms, 10 TB of storage space, and 150 anti-virus installations. We are moving to virtualization in the downtown campus to match virtualization in Bardane campus. All buildings just recently interconnected by fiber and CAT6 cabling and MetroEthernet for both telephone and for data.

9-1-1 center has specialized systems such as radio network with servers in Clarksburg (connected via microwave radio and soon to be fiber connection); or 9-1-1 telephone system with interconnectivity via specialized trunks to the Frontier 9-1-1 network and NCIC data network to the State Police. 1039 radio subscribers programmed and dispersed throughout County in the public safety environment.

## RFP – IT Support Services for Jefferson County, WV

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Windows XP Professional is the prevalent operating system used in the network. The number of Windows 7 PCs is increasing. The County deploys Sophos as its anti-virus software. Ipswitch/Imail is used for email services alongside a Barracuda spam filter and mail archiving software.

We are in the process of implementing, and will be maintaining a CAD system for the E911 Center and IT assistance may be required.

We will begin implementation of a new website during this summer so technique IT assistance may be required.

Security of data is crucial as we house a multitude of records for our citizens, and it provides data for the County to properly assess and tax as needed.

We have an IBM AS/400 that provides Payroll, Accounts Payables, and Tax Collection. The software on the system is maintained by outside vendors however, onsite diagnostic of hardware issues is the responsibility of the County. The County maintains both Hardware and Software contracts with IBM in the event of system failure and can leverage other vendors if support requirements are greater than the level provided by staff. This requires on-site facilitation of daily back-up tapes.

The Maintenance Department is in partnership with the IT Department for providing cameras and security for the multitude of buildings owned by the County. They also provide implementation of wiring through the old, historic buildings, and provide an Administrator for the day-to-day needs for the VOIP phone system. The IT consultant assists with technical issues when they are not able to be solved by the VOIP administrator.

As part of this RFP you will be required to provide vision, strategy and day-to-day technical support for the one county paid full-time and one county paid part-time employee. The employees utilize a software package to track IT Help Desk tickets which are submitted by employees for IT issues, which range from computer problems, internet connectivity to server issues. Currently there are approximately 180 to 200 tickets per month from the end users, but we expect that number to increase as employees become familiar with the ticketing system. There are other IT tasks performed by the 1.5 employees such as verifications of back-ups, daily hands-on computer repair, server maintenance, etc. which are not reflected in the estimated 200 tickets per month.

Assistance may also be required to assist with a Disaster Recovery Plan and Homeland Security activation. There may be collaboration with IT from the Supreme Court. Therefore, the vendor's employees on site may be required to complete a successful background check.

Other assistance as needed may be required for implementation or updating individual computers, upgrading wi-fi systems, anti-virus protection, working with GIS mapping, and all other important IT tasks typical of the office environment.

### **Services Required**

This section summarizes the services to be provided to Jefferson County in this RFP.

The current IT Staff (1.5 employees) will provide the following services:

- A. Desktop Application Support – Performance of basic support functions, including the installation of PC's, laptops, PDA's as required by the County, printers, peripherals, and office software,

## RFP – IT Support Services for Jefferson County, WV

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diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications, identification and correction of user hardware problems, with advanced troubleshooting as needed, maintenance of an updated inventory of all related computer related hardware, to make available to County Commissioners or County Staff upon request, and continuation of a Help Desk and associated procedures.

- B. Server and Workstation Administrative Services – Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.

Scheduled of preventive maintenance for equipment in the areas of coverage is properly and promptly performed, maintenance of records for all Help Desk tickets for both on-site visits and telephone support, development of operations and quality assurance for back-up plans and procedures are being followed.

Configuration management including changes, upgrades, patches, etc. is maintained, management of user logins and password security is documented; and support of software products relating to servers and workstations, timely response to repair and maintenance work for the user. Installation of new equipment, software, and transfer existing data when acquired, will be needed.

- C. Network Administration Services – Maintenance and support of network equipment, including switches, firewalls, routers and other security devices is included.

Installation and maintenance of printers, scanners, network devices, analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed, alert notifications in case of failure of equipment.

Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.

Maintenance of network documentation for daily, weekly and monthly services is required.

- D. Email, Security, and Backup Efforts – Maintenance of County email accounts using the County domain, adding, changing, and/or deleting County employee accounts as required; maintenance of virus detection programs on the County servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the County designed person is required.

Configuration of County systems to enable remote access in a secure environment, with provisions for remote access administration, as required by the County designee is required.

Requirements for data back-up policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and program(s) to restore systems and data if servers and/or computers go down, are required.

## RFP – IT Support Services for Jefferson County, WV

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- E. IBM AS/400 – Must have level of expertise to assist vendors with troubleshooting issues of AS/400 including both hardware and software issues.

Based upon your knowledge and “current summary”, the County expects the vendor proposal to provide consulting services to the County. Distinction of time and material costs for these efforts are important to billing the County and future budget considerations.

- A. Initial Assessment – Review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance issues.
- B. Planning – Engineering, planning and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when required or necessary.
- C. Vendor Management – Oversight, strategic planning and vision for the 25+ IT vendors used within the different offices of the County departments.
- D. Strategic Planning, Vision and Budgeting – Work with the County Administrator, Deputy County Administrator, and Finance Director to develop strategic planning for the entire County IT infrastructure, understand our budgeting process, and assist in the development of appropriate policies and procedures for the entire IT arena.
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- H. Coverage – It should be understood that support window is 24x7x365. Or efforts support Emergency Services and the first responders within the County. Therefore, as a consultant your strategic planning and services could also be required on a 24x7x365 schedule.

### Submission Requirements

## RFP – IT Support Services for Jefferson County, WV

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The County is requesting the proposal submitted address the subjects with focused, concise specificity. We are looking for content, organized effort, solution-oriented IT function with the appropriate costs. The goal is a secure, smooth operating, efficient process, and effective informational technology systems.

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## RFP – IT Support Services for Jefferson County, WV

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# RFP – IT Support Services for Jefferson County, WV

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## RFP – IT Support Services for Jefferson County, WV

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**Scoring: 5= Superior; 4=Good; 3=Average; 2=Poor; 1=Unsatisfactory; 0=No Knowledge**

| Vendor:                                                                                                                   | 0 | 1 | 2 | 3 | 4 | 5 |
|---------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|
| How would you rate the response time to your requests by the current vendor and his/her staff?                            |   |   |   |   |   |   |
| Are you treated respectfully and appropriately by the current vendor and his/her staff?                                   |   |   |   |   |   |   |
| How would you rate the professionalism of the current vendor and his/her employees?                                       |   |   |   |   |   |   |
| How would you rate the vendor's ability to provide understandable, simple explanations of your IT issues and resolutions? |   |   |   |   |   |   |
| How would you rate the overall IT knowledge of the vendor and his/her staff?                                              |   |   |   |   |   |   |
| How would you rate the reasonableness of the fees/charges you pay for this vendor?                                        |   |   |   |   |   |   |
| Overall, what would be your rating of the vendor's overall service and value to the County?                               |   |   |   |   |   |   |

Additional Comments: \_\_\_\_\_  
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 \_\_\_\_\_

\_\_\_\_\_  
 (Signature – Optional)

\_\_\_\_\_  
 Date

RALPH A. LORENZETTI, JR.  
PROSECUTING ATTORNEY

CHARLES B. HOWARD  
ASSISTANT PROSECUTING ATTORNEY

KIMBERLEY D. CROCKETT  
ASSISTANT PROSECUTING ATTORNEY

NEIL J. ZAHRADNIK  
ASSISTANT PROSECUTING ATTORNEY

LYNDSEY W. LEATHERMAN  
ASSISTANT PROSECUTING ATTORNEY



OFFICE of THE  
PROSECUTING ATTORNEY  
of  
JEFFERSON COUNTY, WEST VIRGINIA

P. O. Box 729  
201 N George St., 2<sup>nd</sup> Floor  
Charles Town, WV 25414  
(304) 728-3243  
fax (304) 728-3293  
paoffice@jeffersoncountywv.org  
www.jeffersoncountywv.org/pa

BRANDON C. H. SIMS  
ASSISTANT PROSECUTING ATTORNEY

HASSAN RASHEED  
ASSISTANT PROSECUTING ATTORNEY

CIVIL DIVISION

(304) 728-3318

fax: (304) 728-3353

STEPHANIE F. GROVE  
ASSISTANT PROSECUTING ATTORNEY

STEPHEN V. GROH  
ASSISTANT PROSECUTING ATTORNEY

June 17, 2014

President Walt Pellish  
Jefferson County Commission  
Post Office Box 250  
124 East Washington Street  
Charles Town, West Virginia 25414

Re: Commendation of Tinadawn Stratton and IT Support Staff.

Dear President Pellish,

This letter is to commend the County's in-house IT staff, specifically Tinadawn Stratton for her excellent work. It has come to my attention that the Commission is reviewing our current IT staff and considering the possibility of outsourcing our IT needs. In the past I might have supported such an action, but the County's current IT staff have proven to be exceptionally helpful.

I have had nothing but positive experiences with our new IT staff, especially Tinadawn Stratton. Tinadawn has managed to quickly solve a number of technical problems with computers in our office without causing any breaks in productivity, and without creating any secondary problems. That is to say that in the past some IT staff have managed to fix one problem while simultaneously creating another problem. That is no longer the case.

Tinadawn is not only knowledgeable in her field, she has also been quick to respond whenever we have needed her services. My only complaint is that she is only working part time at the moment, when it appears that her services are needed on a full time basis. I understand that the County is focused on reducing expenditures, however, with such a knowledgeable staff person already in place it seems that to replace Tinadawn with a new outside vendor would be a net loss to the County.

Thank you for considering this letter of commendation.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Brandon C. H. Sims".

Brandon C. H. Sims  
Assistant Prosecuting Attorney

## Jefferson County Emergency Communications DEPARTMENTAL MEMORANDUM

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**TO:** The County Commission of Jefferson County

**FROM:** Jeffrey A. Polczynski, ENP – Director of Communications

**DATE:** July 14, 2014

**SUBJECT:** Support of Internal IT for Jefferson County Government

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The purpose of this memorandum is to express my support for local, onsite information technology professionals that have an intimate knowledge of the various mission critical networks used by many departments within Jefferson County Government.

Within the last year, the County hired two IT technicians to provide first level support to the users in the departments. Since this has occurred, these two individuals have done an exceptional job in repairing, configuring, and replacing outdated technology. Without these individuals that know and understand the internal networks, the County would have been required to bring in outside technical desktop level support and a much higher cost.

It is important that first level support is provided on a day-to-day basis. Should these individuals have issues with the network that they cannot repair, it is important that the County have an IT company that has depth within its ranks to handle all issues. Ultimately, this hybrid method has to be cost effective to the County and provide the best cost. Not having local IT support and only a contracted outside IT firm would be a high cost to the County.

The Emergency Communications Center has intricate networks that require zero downtime and immediate response to the outage if a network goes down. First level troubleshooting is a must. Without first level support, network outages will be further drawn out reducing productivity of the employees.

I support a hybrid method of the County having employees within the IT department onsite while having a method to contact a professional company to bring in when required.

**Jefferson County GIS/Addressing Office**  
**DEPARTMENTAL MEMORANDUM**

**TO:** Jefferson County Commission  
Debbie Keyser, County Administrator

**FROM:** Todd Fagan, GIS Director

**DATE:** July 14, 2014

**SUBJECT:** Current IT Support and its Value to the Organization



Regarding the future direction of Jefferson County IT services, the GIS/Addressing Department wishes to share its perspective and recommendation to continue providing support as is currently structured. Our current IT staff, Russell Burgess and TinaDawn Stratton, have brought us to the highest support level that I have seen in my 7 ½ years as a manager in Jefferson County. Their contributions have made our department more productive and our data more stable. We would not be in position to take advantage of their skills, experience and professionalism without our current IT consultant, Accurate Systems.

When I first started with the County in 2007, I was surprised at the lack of IT vision and cooperation that existed throughout the organization. Data sharing and backups were rare. The Commission has steadily rectified this problem since then, because I think we all recognize that our County's government networks, processes, and data stores are large and complex enough to warrant sufficient IT technical support on site and on staff. This notion was supported in the recommendation by the Commission-appointed IT User Review Committee in February 2012.

The public benefits more from a county staff that has internal IT support. These days, nearly all government positions are dependent on computers. IT affects every County employee's ability to serve our citizens and down time costs the organization far more than just lost productivity. In-house IT support services provide faster response at a lower cost and are more integrated with the organization's overall technology plan. The presumption is that county staff will be more invested in their peers and the organization and thus more likely to provide creative, custom and cost-efficient solutions, whereas a vendor may tend to lean more on solutions that fit their business model and/or benefit their bottom line. Outsourced contracting should be reserved for specialized technology issues.

The internal IT support strategy will be most successful if we choose qualified staff (we have), give them the resources to do their jobs (we have recently) and get total buy-in across the customer base (appears to be happening). Our department has witnessed the reduced down time when the current IT staff can respond within hours, diagnose the issue, and then provide a solution that has us working again very quickly. Their outstanding support has had a direct impact on productivity and morale.

Our department appreciates the Commission's attention on this matter vital to the County's business. It is our collective hope that the Commission will continue development of our IT Department as it currently exists. Outsourcing for higher level technology projects like CAD and VOIP makes perfect sense, however, in-house staff can best handle day to day operations like networking, database administration, software updates and PC installs. In light of our substantial progress in IT, please carefully consider the scope of any IT RFP. Changing gears at this time may prove to be a costly setback.

Sincerely,



**Jefferson County, West Virginia**  
**Departments of Planning and Zoning**  
116 East Washington Street, 2<sup>nd</sup> Floor  
Charles Town, WV 25414  
Phone: (304) 728-3228

July 8, 2014

Jefferson County Commissioners,

The Departments of Planning and Zoning would like to express their support of the IT Department. Tom Reilly, Russell Burgess, and Tinadawn Stratton have each provided outstanding technical support to our office. The overall response time to our department's computer issues is the best it has been in several years and the recurrence of issues has been greatly reduced. Tinadawn and Russ have each provided technical support for installing new programs, upgrading software, and setting up our new Xerox Copier/Printer machine.

Additionally, the recently implement IT Squad meetings have proven beneficial for discussing broader topics such as the website upgrade and have assisted in understanding the integral role that IT staff fulfill not just in the day-to-day technical issues with website and email errors, but in ensuring we have sufficient equipment for backing up and storing data, that our software is up to date, and that each department has access to the necessary information to meet the daily demands of the public.

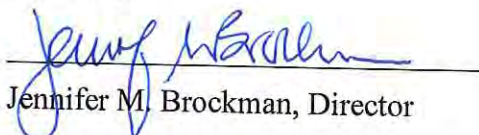
The 2014 Comprehensive Plan Update is a major project in our department and the peace of mind that comes from knowing our files are being backed up and stored on a separate drive is immeasurable.

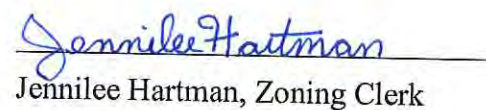
Further, our overall office productivity has increased as the direct result of having fewer incidents where the shared drive is inaccessible and the quick response time exhibited by IT Staff when we have encountered technical problems.

The Departments of Planning and Zoning request that the County Commission continue to allow for internal IT Staff. We cannot express enough how important their role is in day-to-day operations. Eliminating internal IT staff would not only hinder office operations but would be a disservice to the Public.

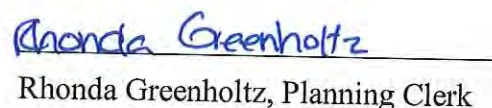
Thank you for your time and consideration.

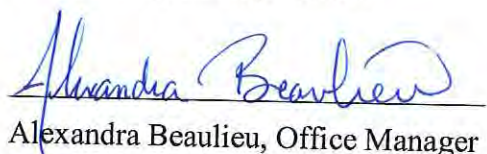
Sincerely,

  
Jennifer M. Brockman, Director

  
Jennilee Hartman, Zoning Clerk

  
Seth Rivard, County Planner

  
Rhonda Greenholtz, Planning Clerk

  
Alexandra Beaulieu, Office Manager

  
Christine Chalmers, Office Clerk



**Jefferson County Homeland Security and Emergency Management**  
**28 Industrial Blvd., Suite 101**  
**Kearneysville, WV 25430**

**Jefferson County Commissioners:**

**Walt Pellish, President**

**Jane Tabb, Vice President**

**Patsy Noland**

**Lyn Widmyer**

**Dale Manuel**

**Jefferson County Homeland Security and Emergency Management Steering Committee:**

**John Sherwood, Chair, Chamber of Commerce Representative**

**Ed Smith, Vice Chair, Fire and Rescue Representative**

**Jeff Joffe, Health Representative**

**Debra Palmer, American Red Cross Representative**

**Kathleen Dunbar, Non-Governmental Organization Representative**

**Mason Carter, Jefferson County Department of Engineering Representative**

**Jeffrey A. Polczynski, EPH, Jefferson County Emergency Communications Center Representative**

**Jane Tabb, County Commission Representative**

**Kelly Parsons, Private Industry Representative**

**Pete Dougherty, Sheriff, Law Enforcement Representative**

**Chuck Ellison, Utilities Representative**

**John Nelsonweber, Jefferson County Development Authority Representative**

**Sanford "Sandy" Green, Region 3 Homeland Security Area Liaison**

**Holly Morgan Frye, Shepherd University Service Learning Program Education Representative**

**Staff:**

**Barbara J. Miller, CEM, CFM**  
**Director**  
**304-728-3290-Office**  
**304-283-4227-Mobile**  
**bmillier@jeffersoncountywv.org**

**Jessica A. Owens**  
**Planner/Program Manager/Deputy Director**  
**304-728-3329-Office**  
**304-279-8233-Mobile**  
**jmeihling@jeffersoncountywv.org**

**Vacancy**  
**Administrative Assistant/Public Information Officer/Volunteer Coordinator**  
**304-724-8914-Office**  
**304-279-8135-Mobile**

**Fax: 304-728-3320**

July 11, 2014

Ms. Debbie Keyser, County Administrator  
And Members of the  
Jefferson County Commission  
P.O. Box 250  
Charles Town, WV 25414

I wish to commend the Jefferson County IT Department for their assistance to Jefferson County Homeland Security and Emergency Management as we have been transitioning to our new computers. As you may recall, we purchased new desktop computers, as well as, new laptops for the Emergency Operations Center this spring. Russell Burgess set up all of our new computers, assisted us in getting all of our files transferred to the new computers, loaded the virus protection, added all of our information into the county's computer tracking system, and made sure that all of our programs were working properly. He has also assisted us as glitches and questions that have come up in the weeks since the original set up.

He has proven to be a very knowledgeable, skilled, and personable co-worker that I and my staff have come to count on and respect. It is my hope that the Commission will chose to continue the employment of Mr. Burgess and Ms. Stratton, as well as to continue the contract with Mr. Reilly as we go forward. I am pleased to say that our hardware, our network, and our systems are working very well now.

Sincerely,

Barbara J. Miller, CEM, CFM  
Director

## Sandy McDonald

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**From:** Debbie Keyser [dkeyser@jeffersoncountywv.org]  
**Sent:** Monday, July 14, 2014 9:39 AM  
**To:** sandy@jeffersoncountywv.org  
**Subject:** FW: IT

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** Elizabeth Maloney [mailto:EMaloney@jcsdwv.com]  
**Sent:** Monday, June 09, 2014 8:24 AM  
**To:** 'Debbie Keyser'; 'Sandy McDonald'  
**Cc:** 'Thomas Reilly'; 'Russell Burgess'; 'Tinadawn'  
**Subject:** IT

Hi

Just a note to sing the praises of our current IT department. The Sheriff's Office is on the path to quite a bit of change in the very near future, CAD finally! We just had a major computer upgrade which is stressful in itself, the fear of losing important files etc. This did not happen. (sigh☺)

The IT department is there when we need them. They have proven they are able to handle the level of confidentiality and security this department demands. The best part is they are so wonderfully cheerful.

I know we must put this out for bid but let's try and leave fabulous alone.

Thanks  
Elizabeth

## Sandy McDonald

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**From:** Debbie Keyser [dkeyser@jeffersoncountywv.org]  
**Sent:** Monday, July 14, 2014 9:42 AM  
**To:** sandy@jeffersoncountywv.org  
**Subject:** FW: IT Support Staff

**From:** Engineering Department [<mailto:engineering@jeffersoncountywv.org>]  
**Sent:** Thursday, July 10, 2014 3:21 PM  
**To:** Debbie Keyser  
**Cc:** roger goodwin; 'Engineering Department'  
**Subject:** IT Support Staff

Debbie,

Personally and as a Department, Engineering would like to commend both Russ Burgess and Tinadawn Stratton for their outstanding professionalism in their field of expertise. Anytime I or the Engineering Department has had to ask for their assistance or advice they have been quick to respond. If they did not have an immediate answer or solution to the question/problem they sought an answer and addressed the issue in a timely manner. We believe it would be a tremendous loss and detriment to the County to lose them as employees and wish they both could be employed full-time. It is also very convenient having someone physically here that can be in your office virtually at a moment's notice to address an IT concern. By having them here on a daily basis and easily accessible makes for a more productive operation which helps to keep us working with much less downtime. We are hopeful the Commission can see their way to allow them to remain in the County's employ as we find them to be experienced and knowledgeable assets.

In Roger's absence he also wanted me to add that we should not waste our time, resources and energy trying to fix something that is not broken.

Please feel free to share this with the Committee, Commission or whoever is charged with making the decision about the future IT needs of Jefferson County.

Thank you.

Becky

Rebecca F. Burns  
Office Manager/Bonding Administrator  
Jefferson County Engineering Department  
Office of Building Permits, Inspections & Impact Fees  
116 East Washington Street  
P. O. Box 716  
Charles Town, WV 25414  
Tel: 304-728-3257  
Fax: 304-728-3953  
[engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

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



Name: Jessica Carroll

Department or Organization:

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: July 17<sup>th</sup>

*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*): Review of Code of Ethics and Cover Letter to Current/Newly Appointed Boards, Commissions, and Committees members

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



## JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT  
*Dale Manuel*

VICE PRESIDENT  
*Walt Pellish*

COMMISSIONER  
*Jane Tabb*

COMMISSIONER  
*Patsy Noland*

COMMISSIONER  
*Lyn Widmyer*

July 14, 2014

Dear Board Member or Committee Member,

On May 29, 2014 during a regular meeting of the Jefferson County Commission, the Jefferson County Commission voted unanimously to send all current members of County appointed boards, commissions, and committees the attached Code of Ethics. **Please sign and return this document to the County Commission office by August 15, 2014.** Failure to do so may affect your future reappointment.

It is also important to note that along with your obligation to attend meetings (as defined by the by-laws of your organization), there are also West Virginia Ethics Rules, as well as Robert's Rules of Order you need to follow, as defined by the West Virginia Open Governmental Proceedings Act by the Ethics Commission's State Code §6-9A-1 – 12, and your Oath of Office to support the Constitution of the United States. Returning your Ethics form also denotes you understand this obligation and will take responsibility to review the training package given to you after taking your Oath of Office. Failure to read and understand your obligation does not absolve you from your legal responsibilities.

If you have questions regarding the attached Ethics statement or your responsibilities regarding the Open Governmental Proceedings Act or Robert's Rules of Order, you should contact a member of the Jefferson County Commission staff at 1-304-728-3284 and ask for me, Sandy McDonald or Debbie Keyser.

Sincerely,

Jessica Carroll  
Executive Assistant  
Jefferson County Commission  
304-728-3284

County Administrator  
*Debbie Keyser*

Deputy County Administrator  
*Sandy Slusher McDonald*

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



Name: **Sandy Slusher McDonald, Deputy County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: Click here to enter text.

Date Requested – 1<sup>st</sup> Choice: **July 17, 2014**

*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 Resolution and contract – Community Participation Grant Program for the Saint Andrews Mountain Community Center in the amount of \$2,000 – Discussion/Action**

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

If so, how much? **\$ 0 (Pass through Grant)**

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

**Motion to approval of Resolution and contract – Community Participation Grant Program for the Saint Andrews Mountain Community Center in the amount of \$2,000 and to authorize the President of the Commission to affix his signature to the appropriate documents - Discussion/Action**

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

Pass through grant

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

The County Commission of Jefferson County, met on July 17<sup>th</sup>, 2014 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Saint Andrews Mountain Community Center to purchase computers and other equipment with funds made available through the Governor's Community Participation Grant program in the amount of \$2,000.

**NOW, THEREFORE BE IT RESOLVED**, that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: \_\_\_\_\_  
COUNTY CLERK

13LEDA0438

# GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

## BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 13LEDA0438

**THIS AGREEMENT**, entered into this 1st day of July, 2012, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

### WITNESS THAT:

**WHEREAS**, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to purchase computers and other equipment for the Saint Andrews Mountain Community Center.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

With respect to employment in carrying out the program objectives, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap.

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2012, and such duties shall be undertaken and completed by June 30, 2015.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$2,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling up to ten percent of the total compensation for all services rendered.

The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.
6. **Payments and Repayment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment

Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee.

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

7. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond, provided, that the state and its subdivisions may reject all bids and solicit new bids.

In the procurement of contracts or subcontracts for construction of less than \$100,000, the Grantee shall follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds, provided that the Grantee's and State's interests are adequately protected and that such contracts can be executed in a timely manner.

**In the procurement of contracts or subcontracts for construction that exceed \$100,000, the Grantee shall obtain the following:**

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

The Grantee shall procure architectural or engineering services in accordance with the provisions of West Virginia Code §5G. In the procurement of architectural and engineering services for projects estimated to cost \$250,000 or more, the Grantee shall publish a Class II legal ad in compliance with West Virginia Code §59-3. In the procurement of services for projects estimated to cost less than \$250,000, the Grantee shall conduct discussions with three or more professional firms.

The Grantee shall procure design-build projects in accordance with West Virginia Code §5-22A-1. This applies solely to building projects. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A11/1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

The Grantee shall operate and maintain all facilities constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable federal, state and local statute, law, ordinance or regulation as to actual construction procedures, as well as maintenance and operation of such facilities upon completion.

The Grantee shall comply with all applicable federal, state and local environmental and historical preservation laws and regulations. The Grantee acknowledges this requirement and certifies that the project will be in compliance with such laws and regulations.

10. **Interest of Officials, Members of WVDEVO and Others.** No officer, member or employee of the WVDEVO or officer, member or employee of the Grantee who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, nor shall any officer, member of, or employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

11. **Inspections of Records and Audits.** At any time during normal business hours and as often as the WVDEVO or its designated representative may deem necessary, there shall be made available to the WVDEVO or its designated representative for examination, all of its records with respect to all matters covered by this Contract and permit the WVDEVO or its designated representative to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.

The Grantee shall cause an audit of this program to be included in the audit of the Grantee performed by the West Virginia State Auditor's Office, Chief Inspection Division, or its designated representative in accordance with West Virginia Code §6-9-7. The audit shall be performed in conformance with generally acceptable accounting procedures.

In accordance West Virginia Code §12-4-14, if the grantee is not audited by the West Virginia State Auditor's Office and the grantee received state funds or grants in the amount of fifteen thousand dollars or more, the grantee shall file an audit of the disbursement of funds with the legislative auditor's office. The audit shall be filed within two years of the disbursement of funds or grants by the grantee and shall be made by an independent certified public accountant at the cost of the corporation, association or other organization, and must show that the funds or grants were spent for the purposes intended when the grant was made. State funds or audits of state funds or grants under fifteen thousand dollars (\$15,000) may be authorized by the joint committee on government and finance to be conducted by the legislative auditor's office at no cost to the grantee.

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

Furthermore, the WVDEVO may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDEVO as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

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

This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the President of the Jefferson County Commission upon authorization of the Jefferson County Commission by adoption and passage of a resolution, motion or similar official action.

IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.

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

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Walt Pellish, President**

Federal Employee Identification Number

55-6000333

\_\_\_\_\_  
F.E.I.N.

Project Number: 13LEDA0438

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



Name: **Laura Kuhn**

Department or Organization: **Maintenance Department**

Estimation of amount of time needed for appointment: **New Business**

Date Requested – 1<sup>st</sup> Choice: **July 17, 2014**

*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*): **Acceptance of the 2014 Court Security Grant Award – Approval of Resolution and Contract Documents**

Please provide the County Commission with a description of your request or presentation, including any background information:  
**The West Virginia Division of Justice & Community Services approved the County Commission's 2014 Court Security Grant Application in the amount of \$32,998. These funds are to be used for the following:**

- **Computer & Monitors for Surveillance Room**
- **Ballistic Materials for Circuit Courtroom**
- **Handheld Metal Detectors**
- **Intercom System for Judicial Center**
- **Alarm Control Panel Security System**
- **Circuit Court Camera for Secretary Desk View**

Is this a funding request? **No**

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):  
**Motion to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds for the 2014 Court Security Grant Program and to authorize the President's signature on the Resolution and Contract Documents.**

Attach supporting documents for request, or request may be denied. **Resolution and Contract Documents Attached**

Is equipment needed? **NO**

Contact information:

Email address: [lkuhn@jeffersoncountywv.org](mailto:lkuhn@jeffersoncountywv.org) Phone Number: 304-728-3355

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

Click here to enter text.



Department of Military Affairs & Public Safety  
June 10, 2014

The Honorable Walt Pellish  
President  
Jefferson County Commission  
Post Office Box 250  
Charles Town, West Virginia 25414

**Re: Approved Funding – \$32,998.00**  
Court Security Fund (CSF)  
Project Number: 14-CS-10

Dear Commissioner Pellish:

Congratulations on your recent Court Security Grant Award. Enclosed you will find:

- Contract
- Sample Resolution
- Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- EEOC Certification – Two (2) forms – one completed form to the Office for Civil Rights and one completed form returned to the Division of Justice and Community Services
- Standard Conditions and Assurances
- Special Conditions and Assurances

To formalize your acceptance of this grant award, please sign the contract, certification and affect a resolution (if necessary) and return the **originals** to this office by August 4, 2014.

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304) 558-8814, extension 53313, or via email at [April.D.Dickenson@wv.gov](mailto:April.D.Dickenson@wv.gov). I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,



April D. Dickenson  
Justice Program Specialist II

ADD\pdk

cc: Laura Kahun (*all attachments*)  
Grant File (*all attachments*)

Enclosures





## JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT

*Walt Pellish*

VICE PRESIDENT

*Jane Tabb*

COMMISSIONER

*Dale Manuel*

COMMISSIONER

*Patsy Noland*

COMMISSIONER

*Lyn Widmyer*

### RESOLUTION

The County Commission of Jefferson County met on Thursday, July 17<sup>th</sup>, 2014 with a quorum present and passed the following resolution.

Be it resolved that the County Commission of Jefferson County hereby authorizes Walt Pellish, President of the County Commission of Jefferson County, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provision of the Court Security Fund grant program.

Signed: \_\_\_\_\_

Walt Pellish, President

## **GRANT CONTRACT AGREEMENT**

**BETWEEN THE**

**DIVISION OF JUSTICE AND COMMUNITY SERVICES**

**AND**

**Jefferson County Commission**

**14-CS-10**

This **AGREEMENT**, entered into this **21<sup>st</sup>** day of **May 2014**, by the Director of the Division of Justice and Community Services, hereinafter referred to as "DJCS", for and on behalf of the State of West Virginia, and the **Jefferson County Commission**, hereinafter referred to as "Grantee."

**WHEREAS**, DJCS is the recipient of a Court Security Fund grant from the State of West Virginia, and

**WHEREAS**, the Grantee is an eligible applicant who is desirous of receiving funds. **Funds were awarded to enhance the security of County Court Facilities.**

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

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DJCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by DJCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2014**, and shall continue those services/activities until **June 30, 2015**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.

5. In consideration of the services rendered by the Grantee, the sum of up to **\$32,998.00** shall be obligated by DJCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that DJCS by joining in the Agreement, does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.
7. To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Funds no more frequently than once a month to DJCS. Upon receipt of said request, DJCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to DJCS by the twentieth (20th) day of each month.
8. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
9. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DJCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the DJCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DJCS reasons for taking said action.
11. DJCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation here-under or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by DJCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.
13. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DJCS a final report on forms provided by DJCS. Said reports shall reflect actual costs incurred during the terms of this Agreement.
14. The parties agree that "notice" described herein may be by personal service, or by certified mail, return receipt requested, and evidence of such certified mail shall be postage prepaid, return receipt requested. Notice shall be given at the following addresses:
  - a. Division of Justice and Community Services  
1204 Kanawha Boulevard, East  
Charleston, West Virginia 25301
  - b. **Grantee Mailing Address:**  
**Jefferson County Commission**  
**Post Office Box 250**  
**Charles Town, West Virginia 25414**
15. The Grantee shall hold and save DJCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

**IN WITNESS WHEREOF**, the parties hereto attach their signatures representing that each is acting with full authority.

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**Walt Pellish, President**  
**Jefferson County Commission**

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**Jeffrey D. Estep, Chief Deputy Director**  
**Division of Justice and Community Services**







U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, New Restrictions on Lobbying and 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities, in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Jefferson County Commission  
124 East Washington Street  
Charles Town, WV 25414

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620N

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

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

2. Application Number and/or Project Name

Court Security Fund  
Project #: 14-CS-10

3. Grantee IRS/Vendor Number

55-6000333

4. Typed Name and Title of Authorized Representative

Walt Pellish, President

5. Signature

6. Date

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

All correspondence to DJCS, which is required and/or occurs as a result or action of any of the following Special 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  
1204 Kanawha Boulevard, East  
Charleston, West Virginia 25301

**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 DJCS, regardless of the original funding source. This grant is on a "REIMBURSEMENT ONLY" mechanism.

**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.

**3. RELATIONSHIP:**

The relationship of the grantee to DJCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind DJCS for any obligation or expense without the express prior written approval from DJCS.

**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 DJCS, 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 DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, DJCS may cancel the project and redistribute the funds to other project areas and/or eligible applicants.

**6. WRITTEN APPROVAL OF CHANGES:**

The grantee must obtain prior written approval from DJCS for all project changes (programmatic, fiscal or otherwise).

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**7. CIVIL RIGHTS COMPLIANCE:**

Grantee will comply with all federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, grantees will take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities.

**8. PRESS RELEASE:**

Pursuant to the Stevens Amendment, any release of information pertaining to this grant must include the following information:

1. grant amount;
2. State involvement (name of state entity responsible for administering the grant); and,
3. Federal involvement if applicable (name of federal entity responsible for administering the grant).

**9. LOBBYING:**

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in OMB circular A-122, and/or relevant State laws.

**10. ACCESS TO RECORDS:**

DJCS, 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.

**11. 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.

**12. 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.)

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**13. RELEASE OF INFORMATION:**

All records, papers and other documents kept by recipients of grant funds are required to be made available to DJCS. These records and other documents submitted to DJCS 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.

DJCS 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 or juvenile sensitive 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 DJCS, and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable state and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive in nature. Applicants may also consult DJCS regarding concerns or questions about the release of potentially sensitive information under state and local laws.

**14. 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.

**15. OBLIGATION OF PROJECT FUNDS:**

Funds may not, without prior written approval from DJCS, 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.

**16. USE OF FUNDS:**

Funds awarded through DJCS may be expended **ONLY** for the purposes and activities specifically covered by the grantee's approved project description and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.

**17. ALLOWABLE AND UNALLOWABLE COSTS:**

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards.

**18. PEER REVIEW SUB GRANTEE EVALUATION PROCESS:**

The applicant agrees to discharge if necessary - at the request of DJCS - knowledgeable, competent personnel (preferably a Project Director) to participate in a contemplated "peer review" process/advisory council. The purpose of this process would be to assist DJCS in making grant funding recommendations and furthered policy development regarding individual grant programs throughout the State. This would be no more than 2-3 days per annum.

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**19. NON-SUPLANTING:**

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.

**20. MATCHING CONTRIBUTION:**

The grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the West Virginia Division of Justice & Community Services. 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 established by the West Virginia Division of Justice & Community Services for this program. All grantees must maintain records that clearly show the source, the amount and the timing of all matching contributions. Please be reminded that match is not "required"; however, if it is committed and indicated on the budget pages of this application, then this special condition is affected.

**21. 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 by DJCS as are established for granted funds. 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.

**22. CONSULTANT FEES:**

Approval of this grant does not indicate an approval of consultant rates in excess of \$450 per day. Specific and detailed justification must be submitted to, and approved by DJCS prior to obligation or expenditure of such funds.

**23. SUSPENSION OF FUNDING:**

DJCS 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;
- Failure to submit reports;
- Filing a false certification in this application or in another report or document; or,
- Other cause shown.

**24. SANCTIONS FOR NONCOMPLIANCE:**

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, DJCS 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;
- Cancellation, termination or suspension of the contract, in whole or in part; or,
- Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**25. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:**

The grantee shall submit one copy of all reports and proposed publications resulting from this agreement to DJCS 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 Justice & Community Services (or simply "DJCS"). 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 or the Division of Justice & Community Services."

"This project supported by Grant No. \_\_\_\_\_ awarded by the West Virginia Division of Justice & Community Services and the U.S. Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also included the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position of policies of the United State Department of Justice."

**26. 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 DJCS. 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 DJCS. 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 DJCS. Property must be used for the intended grant purposes, if not being used in accordance with terms of the grant property will revert back to DJCS.

**27. CRIMINAL PENALTIES:**

Whoever embezzles or endeavors to embezzle, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of grant or contractor or other form of assistance pursuant to this title, whether received directly or indirectly from the administration; or whether receives, conceals, or retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property to have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to the Act shall be subject to prosecution under the provisions of Section 1011 of Title 18, United States Code. Any law enforcement and criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to the Act, whether received directly or indirectly from the administration, shall be subject to the provisions of Section 871 of Title 18, United States Code.

**28. REPORTS:**

Each grantee shall submit such reports as DJCS shall deem reasonably necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

**29. 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 other agency.

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**30. COLLABORATION W/OTHER FED. 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 DJCS.

**31. INFORMATION SYSTEMS:**

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 DJCS 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 DJCS. 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 (i.e. Cobol, Fortran, C, C++, XML, etc.) 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.

**32. INCIDENT BASED REPORTING COMPLIANCY:**

~~Grant applicants (cities & county commissions) will not be considered for funding if the applicant is not current with submitting Incident Based Reporting (IBR) information to the West Virginia State Police (if applicable). Grantees must remain current with submitting IBR information to the West Virginia State Police or grant funding will be withheld until such time as that grantee becomes IBR compliant.~~

**33. TIME EXTENSIONS:**

In general, time extensions for this program will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated.

**34. 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.

**35. LIMITED ENGLISH PROFICIENCY:**

Grantee must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. For more information on the civil rights responsibilities that grantees have in providing language services to limited English proficiency individuals, please see the website [www.lep.gov](http://www.lep.gov).

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**36. 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. The following are **minimum** hardware requirements, as well as software requirements, established by DJCS for this grant program, which must be recognized when purchasing computer equipment, in whole or in part, utilizing grant funds:

**Minimum Hardware Requirements:**

- Intel Pentium III 733 MHz Processor; 133MHz front side bus
- 512K L2 Cache
- 128 MB SDRAM 100 MHz expandable to at least 384 MB
- 10 Gig. EIDE Ultra ATA 7200RPM Hard Drive
- 3.5" 1.44 MB Floppy Diskette Drive
- 48X Max Internal CD-ROM drive or 8X DVD-ROM drive
- 3 PCI, 1 16-bit ISA slot, 1 PCI/ISA (shared), 1 AGP slot
- ATI 8 MB AGP 2X Rage Pro Video Card
- 1 Parallel, 2 Serial, 2 USB
- 101/104-Key Keyboard (PS/2)
- PS/2 Port Compatible Mouse

**Recommended Hardware Components:**

- Mid-tower case
- 16-Bit 3D Sound Blaster Compatible w/ 64 voice wavetable and speakers (**may** be integrated)
- 3Com 10/100 PCI Ethernet Network Card
- APC UPS Backup power protection (adequate size to handle power load)
- Iomega Internal Zip Disk Drive

**Software Requirements:**

Whenever possible, software should operate within open industry standards. For example, Windows 2000 Operating System, Microsoft Office 2000 Professional, etc.

**Warranty Requirements:**

3 Year on-site warranty

**37. 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 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.oip.gov/gjxdm](http://www.it.oip.gov/gjxdm).

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**38. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:**

- I.) Federal Office of Management and Budget (OMB) Circular A-133 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 in OMB Circular A-133 at the time of award.

As of 10/1/04, the requirements set forth by OMB Circular A-133 are as follows: Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office.

- II.) OMB Circular A-110 sets forth standards for obtaining consistency and uniformity for the audit of institutions of higher education, hospitals, and other non-profit organizations expending Federal awards. This grant shall adhere to the audit requirements set forth in OMB Circular A-110.

As if 10/1/04, the requirements set forth by OMB Circular A-110 are as follows: Recipients and sub recipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133.

- III.) If an audit must be conducted pursuant to OMB Circular A-133 and A-110, a copy of the audit shall be submitted to DCJS as well as to the Federal clearinghouse.

As of 10/1/04, the Federal clearing house is as follows:

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

**39. PROGRAM ACCOUNTABILITY – STATE AUDIT REQUIREMENTS:**

- I.) Sub grantee assures that it has read, understands, and is in full compliance with all requirements as set forth in §12-4-14., Code of West Virginia, or as amended, and is not currently debarred from receiving state grant funds as a result of non-compliance with §12-4-14. Sub grantee further understands that if it is currently debarred or is not in compliance with §12-4-14., it is ineligible to receive funding from the West Virginia Division of Justice Community Services.

**40. CONFIDENTIALITY OF RESEARCH INFORMATION:**

Pursuant to Section 229 of the Act, research information identifiable to an individual, which was obtained through a project funded wholly or in part with 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).

**41. LEASE AGREEMENTS:**

Grantee agrees to provide DJCS with a description of proposals to use grant funds to enter into lease arrangements with private entities for the purpose of fulfilling the goals and objectives of this project.

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**42. EQUAL EMPLOYMENT OPPORTUNITY PLAN:**

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. All EEOP findings should be reported to Office for Civil Rights, Office of Justice Programs, US Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531

**43. 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. DJCS 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.

**44. 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.

**45. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:**

It is the sense of DJCS that to the greatest extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

**46. PERSONNEL TRAINING:**

For projects involving payment of personnel or overtime pay, DJCS reserves the right to require training as a condition of the grant before or at any time during the project period.

**47. ACCOUNTING REQUIREMENTS:**

Grantee agrees to record all project funds and costs following generally accepted accounting procedures. 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.

**48. 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 OJP Financial Guide.

**49. TRANSFER OF FUNDS PROHIBITION:**

The grantee is expressly prohibited from transferring funds between any DJCS programs.

**50. MARKING OF EQUIPMENT:**

Grantee will ensure that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Justice & Community Services."

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**51. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:**

Grantee acknowledges that DJCS 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 DJCS re the allocation of any patent rights that arise from, or are purchased with, this funding.

**52. CENTRAL CONTRACTOR REGISTRATION:**

Grantee agrees to register with the Central Contractor Registration (CCR), [www.ccr.gov](http://www.ccr.gov) and provide documentation to DJCS within 30 days of award notification that they have done so.

**53. DATA UNIVERSAL NUMBERING SYSTEM:**

Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, [www.dnb.com](http://www.dnb.com) and provide documentation to DJCS within 30 days of award notification that they have done so.

**54. 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.

This includes, but is not limited to, completing the annual the WV Certification of Non-Secure Facilities and submitting to DJCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

**55. 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.

**WEST VIRGINIA  
DIVISION OF JUSTICE & COMMUNITY  
SERVICES**

**STANDARD CONDITIONS AND ASSURANCES**

**56. COMPLIANCE WITH FEDERAL PROCEDURES:**

The applicant assures that it will comply with the provisions of 28 Code of Federal Regulation (CFR) applicable to grants and cooperative agreements, including:

- 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

**57. 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 JUSTICE & COMMUNITY  
SERVICES**

**COURT SECURITY FUND (CSF)  
SPECIAL CONDITIONS AND ASSURANCES**

**58 SUFFICIENT MANPOWER:**

It is required of the applicant to have a resolution by the County Commission stating that sufficient manpower will be used to operate and manage all equipment and other items requested.

**59 USE OF EQUIPMENT:**

If any grant purchased equipment is not being utilized, then Grantee will be liable for the cost of said equipment and shall be required to reimburse the Court Security Board for all costs.

**60 X-RAY Scanner**

It is required of the applicant that in order to use approved Court Security Grant funds to purchase an X-Ray Scanner the courthouse facility must be limited to one public entrance. In addition, the X-Ray Scanner must be operated full-time. The facilities that have metal detectors are required to operate them in conjunction with the X-Ray Scanner. Failure to agree and comply with the above conditions will void the approval to purchase the X-Ray Scanner with Court Security Grant funds.

**61 SILENT ALARM:**

It is required of the applicant that in order to use approved Court Security Grant funds to purchase Hand Held Metal Detectors the metal detectors must be the "Silent Alarm" type that **vibrate**. Failure to agree and comply with the above condition will void the approval to purchase the Hand Held Metal Detectors with Court Security Grant Funds.

**62 BALLISTIC MATERIAL INSTALLATION:**

Ballistic material must be installed per manufacturer's instructions.

**I certify that I have read the entire Standard and Special conditions and assurances of this grant program and agree to comply with these requirements.**

**(Original) Authorized Official Signature**

**AGENDA REQUEST FORM**

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



Name: Jane Tabb

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: July 17, 2014

Date Requested – 2<sup>nd</sup> Choice: July 24, 2014

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

Subject (Wording to be placed on agenda):

**Comprehensive Plan approval process**

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

Commission's legal counsel explain the process requirements. This may require an executive session.

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

Are documents attachments? Yes      No

If not, explain:

Is a projector needed? Yes      No

Contact information:

Email address: Vinemont@frontiernet.net

Phone number: 304.725.4325

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



Name: **Debbie Keyser, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **July 17, 2014**

*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*):

**Discuss invoice for the County Commissioners' Association of WV dues for 2014-2015 - \$3,900**

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.

Received

JUL 07 2014

Jefferson County Commission



June 30, 2014

Dear County Commissioners:

**Enclosed is the invoice for the 2014-15 dues to the County Commissioners' Association of West Virginia. The dues schedule has NOT increased for the 2014-15 year. It remains the same as adopted by the Board of Directors, January 7, 2001.** Each County's participation in this organization is extremely important to CCA and continued membership in this organization should be extremely important to your county. Following are some reasons why...

**This is your organization and our mission is REC~Representation, Education, and Communication!**  
**Representation**~Through this organization you are kept informed of legislative issues affecting county government. Rather than standing alone as a single county, thru CCA your legislative issues can have the support and effort of county commissions state-wide. We also represent your interests on many state-wide boards and authorities and keep the information flowing to you.

**Education**~Thru this organization you are provided with valuable training opportunities. Just this past year CCAWV partnered with our Associates and some state agencies to provide three regional training sessions on the federal **Affordable Care Act** at NO COST to counties.

**Communicaton**~We continue to look for services that member counties request. Just this past year, the Association offers two new requested services and at very minimal costs – Compliance Dashboard, internet based guidance for meeting the requirements of the ACA and a brand new Dental/Vision Plan with the largest network in the State! We've also established your presence on two of the most widely used Social Medias – Facebook and Twitter! Just one more way of keeping the communication flowing between county commissioners, the Association and the public!

**Most notable, in these trying times of economic uncertainty and budgetary challenge, CCAWV is here to protect and enhance the office of county commissioner and your concerns are our number one priority!**

Please note that the CCA's by-laws say: "*Any county who has not remitted its annual dues within 90 days of the statement date shall be deemed delinquent.*" (CCA's by-laws are contained in your County Commissioners' Directory)

*The CCA board has also endorsed a procedure for dues reduction for counties enduring an extreme financial hardship. If your county has interest and wants to join CCA but is in a financial crisis, please give me a call, the Association wants to work with you. (304) 345-4639 I look forward to working with you in the coming year!*

Sincerely,

A handwritten signature in blue ink that reads "Vivian Parsons".

Vivian Parsons

"County Government Works"



304-345-4639



info@ccawv.org



www.ccawv.org



2309 Washington Street, East - Charleston, WV 25311

**County Commissioners' Association of WV**

2309 Washington Street East  
Charleston, WV 25311

vivian@ccawv.org

**Invoice**

| DATE      | INVOICE # |
|-----------|-----------|
| 6/27/2014 | 4309      |

| BILL TO                                                                                         |
|-------------------------------------------------------------------------------------------------|
| Jefferson County Commission<br>PO Box 250<br>110 E. Washington Street<br>Charles Town, WV 25414 |



| QUANTITY                                                                                         | DESCRIPTION                                                                                                          | RATE         | AMOUNT            |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------|-------------------|
|                                                                                                  | Annual Dues to the County Commissioners' Association of West Virginia for FY July 1, 2014 - June 30, 2015<br>Class 1 | 3,900.00     | 3,900.00          |
| Payment due within 90 days. Any unpaid dues as of October 1, 2014 will be considered delinquent! |                                                                                                                      | <b>Total</b> | <b>\$3,900.00</b> |

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



Name: **Debbie Keyser, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **July 17, 2014**

*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*):

**Discuss County Commission regular meeting August 21, 2014 – Fair Week**

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.

# JEFFERSON COUNTY COMMISSION CALENDAR

| <b>August 2014</b> |                                                                   |                                                               |                                                                                                                        |                                                                      |                                     |          |
|--------------------|-------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------|----------|
| Sunday             | Monday                                                            | Tuesday                                                       | Wednesday                                                                                                              | Thursday                                                             | Friday                              | Saturday |
|                    |                                                                   |                                                               |                                                                                                                        |                                                                      | <b>1</b><br><br>1pm Board of Health | 2        |
| 3                  | <b>4</b><br>7pm – PSD Mtg.                                        | <b>5</b> State Auditor's In-Service Training – Huntington, WV | <b>6</b> 7pm – Affordable Housing                                                                                      | <b>7</b> 9:30am – County Commission Mtg.                             | <b>8</b>                            | 9        |
| 10                 | <b>11</b> 5pm – Farmland Protection Board                         | <b>12</b> 7pm – Planning Commission                           | <b>13</b>                                                                                                              | <b>14</b>                                                            | <b>15</b>                           | 16       |
| 17                 | <b>18</b><br>3-5pm – WAC<br>4pm – PanTran<br><br><b>Fair Week</b> | <b>19</b><br>3pm – Dev Authority<br>7pm – JCESA               | <b>20</b><br>7:30 am – LEPC<br>12pm – JCCVB<br>2pm – Council on Aging<br>7pm – Parks & Rec.<br>7 pm Historic Landmarks | <b>21</b><br>9:30am – County Commission Mtg.<br><br><b>Fair Week</b> | <b>22</b>                           | 23       |
| 24/31              | <b>25</b><br>7pm – Solid Waste Authority                          | <b>26</b><br>7pm – Tentative Planning Commission Mtg.         | <b>27</b>                                                                                                              | <b>28</b>                                                            | <b>29</b>                           | 30       |

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



Name: Jessica Carroll

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: **July 17, 2014**

*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*): Appointment of Gail Boober as ex-officio Magistrate on the Community Criminal Justice Board

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

## Jessica Carroll

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**From:** Sandy McDonald [sandy@jeffersoncountywv.org]  
**Sent:** Monday, July 07, 2014 9:43 AM  
**To:** 'Jessica Carroll'  
**Subject:** FW: Gail Boober

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**From:** Debbie Keyser [mailto:dkeyser@jeffersoncountywv.org]  
**Sent:** Monday, July 07, 2014 9:42 AM  
**To:** 'Sandy McDonald'  
**Subject:** FW: Gail Boober

For the agenda...

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**From:** Dale Manuel [mailto:dmanuel@frontiernet.net]  
**Sent:** Saturday, July 05, 2014 5:14 PM  
**To:** 'Debbie Keyser'  
**Subject:** FW: Gail Boober

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**From:** Ronda Eddy [mailto:reddy@berkeleywv.org]  
**Sent:** Saturday, July 05, 2014 3:51 PM  
**To:** 'Dale Manuel'  
**Subject:** Gail Boober

Dale – Gail has agreed to be the ex-officio Magistrate on the Criminal Justice Board....we really need her. Can you have the Commission appoint her?

Ronda Eddy, Director  
Berkeley/Jefferson County Day Report Center  
406 South Raleigh Street  
Martinsburg, WV 25401  
(304) 267-5000 ext. 3960

(e) A county or combination of counties or a county or counties and a Class I or II municipality which establish and operate community corrections programs as provided for in this section may contract with other counties to provide community corrections services.

(f) For purposes of this section, the phrase "may be sentenced to a period of incarceration" means that the statute defining the offense provides for a period of incarceration as a possible penalty.

(g) No provision of this article may be construed to allow a person participating in or under the supervision of a community corrections program to earn "good time" or any other reduction in sentence. **§62-11C-6. Community criminal justice boards.**

(a) Each county or combination of counties or a county or counties and a Class I or II municipality that seek to establish community-based corrections services shall establish a community criminal justice board: *Provided*, That if a county has not established a community criminal justice board by July 1, 2002, the chief probation officer of that county, with the approval of the chief judge of the circuit, may apply for and receive approval and funding from the Governor's committee for any programs as authorized by the provisions of section five of this article. Any county which chooses to operate without a community criminal justice board is subject to the regulations and requirements established by the community corrections subcommittee and the Governor's committee.

(b) A community criminal justice board shall consist of no more than fifteen voting members.

(c) All members of a community criminal justice board shall be residents of the county or counties represented.

(d) A community criminal justice board shall consist of the following members:

(1) The sheriff or chief of police or, if the board represents more than one county or municipality, at least one sheriff or chief of police from the counties represented;

(2) The prosecutor or, if the board represents more than one county, at least one prosecutor from the counties represented;

(3) If a public defender corporation exists in the county or counties represented, at least one attorney employed by any public defender corporation existing in the counties represented or, if no public defender office exists, one criminal defense attorney from the counties represented;

(4) One member to be appointed by the local board of education or, if the board represents more than one county, at least one member appointed by a board of education of the counties represented;

(5) One member with a background in mental health care and services to be appointed by the commission or commissions of the county or counties represented by the board;

(6) Two members who can represent organizations or programs advocating for the rights of victims of crimes with preference given to organizations or programs advocating for the rights of victims of the crimes of domestic violence or driving under the influence;

(7) One member with a background in substance abuse treatment and services to be appointed by the commission or commissions of the county or counties represented by the board; and

(8) Three at-large members to be appointed by the commission or commissions of the county or counties represented by the board.

(e) At the discretion of the West Virginia Supreme Court of Appeals, any or all of the following people may serve on a community criminal justice board as ex officio, nonvoting members:

(1) A circuit judge from the county or counties represented;

(2) A magistrate from the county or counties represented; or

(3) A probation officer from the county or counties represented.

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



Name: **Debbie Keyser, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **July 17, 2014**

*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*):

**Schedule Impact Fee Work Session, Thursday, July 24, 2014 at 9:30 a.m.**

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.

## Sandy McDonald

---

**From:** Michelle Mason [mmason@jeffersoncountywv.org]  
**Sent:** Monday, July 14, 2014 11:34 AM  
**To:** Carson Bise; peggysmith@frontiernet.net; mayor@cityofransonwv.net; bolivarth@frontiernet.net; hfmayor@frontier.com; jimauxer@yahoo.com; dkeyser@jeffersoncountywv.org; sgrove@jeffersoncountywv.org; John@jcda.net; swall@access.k12.wv.us; rdinges@access.k12.wv.us; bmarrone@access.k12.wv.us; pdougherty@jcsdvw.com; Jennifer Myers; dpittinger@jcesa.org; ehannon@jcesa.org; mfreeman@jcesa.comcastbiz.net; 'Andy Blake'; dhartley@easternwvhomebuilders.org; walterpellish@mac.com; dmanuel@frontiernet.net; Lyn Widmyer; Lyn Widmyer; pnoland@jeffersoncountywv.org; patsynol@gmail.com; vinemont@frontiernet.net; Sandy; eleanor\_finn@yahoo.com; sherrygreenfield@msn.com  
**Cc:** Roger Goodwin; engineering@jeffersoncountywv.org  
**Subject:** Discussion of Impact Fees on the County Commission Agenda - 24 July

To All Whom it May Concern:

The County Commission has decided to take up the discussion of impact fees on 24 July during regular session beginning at 9:30 a.m. The County Commission meeting room is located in the Charles Town Library basement.

Please note that this is not a public hearing; this is a meeting to discuss progress on the County's update to its impact fee program. Any further information obtained will be forwarded as we receive it.

If you should have any questions or require additional information, please feel free to contact me.

Thank you,

**Michelle Mason**

Impact Fee Program Specialist

Office of Impact Fees

Engineering Department

116 E. Washington St., Suite 100

304.728.3331: Office

304.728.3953: Fax

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

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



Name: **Debbie Keyser**

Department or Organization: **County Commission**

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

Date Requested – 1<sup>st</sup> Choice: **July 17, 2014**

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

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

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

Please provide the County Commission with a description of your request or presentation, including any background information:  
**Utilize the county facilities for the production of the annual "The Anvil" production. See the attached chart for the estimated costs of hourly bailiff wages for the bailiffs to be present to open, close and guard our property during rehearsals and show times.**

Is this a funding request? Y/N **\$497.00**  
If so, how much? \$

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.

**Approve the use of the county facilities and use of the bailiffs for the production of "The Anvil" play.**

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/COMMENTS

The Sheriff has agreed to the cost with the anticipation of a donation by "The Anvil" to be reimbursed back to his budget to cover bailiff expenses. Estimate costs: \$497.00.

**Cost to the County for Security at the Anvil Play**

2014

|          |               |              |     |            |           |
|----------|---------------|--------------|-----|------------|-----------|
|          |               |              |     |            | \$ 14.00  |
|          |               |              |     | 2 Ees/Show | Hrly Rate |
| Sept. 15 | Rehearsal     | 6:00 - 9:00  | 3.5 |            | \$ 49.00  |
| Sept. 16 | Rehearsal     | 6:00 - 9:00  | 3.5 |            | \$ 49.00  |
| Sept. 17 | Rehearsal     | 6:00 - 9:00  | 3.5 |            | \$ 49.00  |
| Sept. 19 | Show Day      | 6:00 - 10:00 | 4   | 4          | \$ 112.00 |
| Sept. 20 | Show Day      | 6:00 - 10:00 | 4   | 4          | \$ 112.00 |
| Sept. 20 | Show Matinee  | 1:00 - 4:00  | 1.5 | 1.5        | \$ 42.00  |
| Sept. 21 | Show/Clean Up | 1:00 - 6:00  | 3   | 3          | \$ 84.00  |
|          |               |              |     |            | \$ 497.00 |
|          |               |              |     |            |           |

\* Have guard there for part of time due to tours

\* Have guard there for part of time due to tours

**AGENDA REQUEST FORM**  
**www.jeffersoncountywv.org**



Name: Tim Stanton, Finance Director

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: July 17, 2014

*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*):

- + Year end review
- + Approval of Budget Transfers

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 accept Internal Budget Revision number 1
- Motion to accept State Budget Revision number 1 of General Fund
- Motion to accept State Budget Revision number 2 of General Fund
- Motion to accept State Budget Revision number 1 of Coal Severance Fund

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.

Director of Finance Summary  
July 17, 2014

As of July 10, 2014 the cash balance in the General Fund is \$2,285,875 and Capital Outlay is \$4,648,084. The cash balance in the General Fund is consistent with cash flow projections. The General Fund cash balance as of June 30, 2014 is fully recorded at this point and reflects a balance of \$3,661,101 as compared to \$3,255,487 as of June 30, 2013. On June 30, 2006 the County had \$5,901,525 of cash in the General Fund and \$12,576,217 of cash in the Capital Outlay Fund with only \$886,039 of liabilities outstanding. The balance in the Capital Outlay Fund in 2006 was a result of cash transfers from the General Fund to the Capital Outlay Fund. While it is encouraging that the June 30, 2014 cash balance is higher than last year it is also significantly lower when we consider the historical levels of cash.

Year to date financial reports as of June 30<sup>th</sup> with transactions posted as of July 10<sup>th</sup> reflects expenditures exceeding revenue by \$156,832. This figure will continue to change over the next 60 days as the County is required to keep their books open in order to post the correct revenue and expenditures to the appropriate year.

The following FY15 budget transfers are requested to be approved:

Internal Budget Revision #1– Adjustments requested to be made to the Commission’s budget to adjust worker compensation insurance and liability insurance; Engineering budget to reclass wages; and 911 budget adjustment to adjust payroll and benefits for Commissioner action taken on July 3, 2014. All of the above adjustments move budgeted amounts from one expenditure to another, there is no negative result on the budget.

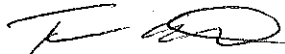
State Budget Revision # 1 of General Fund – The State Auditor’s Office has instructed the County to adjust the salaries of Elected Officials consistent with the change of the State Code that occurred in 2014. The state did not have this legislative issue resolved prior to the passing of the FY15 budget, as a result these funds were not included in the budget at the departmental level. These salaries are being funded based on a reduction to the Financial Stabilization Fund.

State Budget Revision #2 of the General Fund – The State Auditor’s Office requires counties to adjust their FY15 Fund Balance Carried Forward to actual based on June 30, 2014 data. There is a favorable balance adjustment as the departments did not expend their budgeted expenditures amounts from FY14. The adjustment to Fund Balance Carried Forward is an increase of \$557,781. This does not change the spending levels in FY15 as the resulting positive change in the fund balance carried forward does not change that reoccurring expenditures should not exceed reoccurring revenue.

State Budget Revision #1 of the Coal Severance Fund – The State Auditor’s Office requires counties to adjust their FY15 Fund Balance Carried Forward to actual based on the June 30, 2014 data. There is an unfavorable balance adjustment of \$73,385 that needs to be made in the Coal Severance Fund. This is a result of a combination of two items, declining coal severance tax as compared to prior years and higher than expected payments for the VOIP conversion and installation. The adjustment in the Fund Balance

Carried Forward does not result in any cost reductions but it does eliminate the contingency reserve/discretionary spending in the Coal Severance Fund for FY15.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'T. Stanton', with a stylized flourish at the end.

Tim A. Stanton



**REQUEST FOR REVISION TO APPROVED BUDGET**

CONTROL NUMBER

Ora Ash, Director  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26302  
 Phone: 627-2415 ext. 5114  
 Fax: 627-2417

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

**2015**  
 FY  
**1**  
 FUND  
**1**  
 REV. NO.  
**1 of 1**  
 PG. OF NO.

Jefferson County Commission  
 GOVERNMENT ENTITY

Person To Contact Regarding  
 Budget Revision: **Tim Stanton**  
 Phone: **304-724-8425 ext 1008**  
 Fax: **304-725-7916**

P.O. Box 250  
 STREET OR PO BOX  
 Charles Town 25414  
 CITY ZIP CODE

COUNTY  
 Government Type

**REVENUES: (net each acct.)**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|---------------------|----------------------------|------------|------------|----------------|
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |

**NET INCREASE/(DECREASE) Revenues (ALL PAGES)**

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION                      | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|------------------------------------------|----------------------------|------------|------------|----------------|
| 401            | County Commission                        | 1,674,692                  | 21,581     |            | 1,696,273      |
| 403            | Circuit Clerk                            | 676,361                    | 8,093      |            | 684,454        |
| 404            | Sheriff-Treasurer                        | 610,838                    | 6,552      |            | 617,390        |
| 405            | Prosecuting Attorney                     | 1,796,296                  | 14,102     |            | 1,810,398      |
| 406            | Assessor                                 | 542,999                    | 6,552      |            | 549,551        |
| 696            | Transfer to Financial Stabilization Fund | 643,020                    |            | 56,880     | 586,140        |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |

**NET INCREASE/(DECREASE) Expenditures**

APPROVED BY THE STATE AUDITOR

BY: Director, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 17th day of July 2014, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #1 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by \_\_\_\_\_, and duly seconded by \_\_\_\_\_ the vote was as follows:

|                |       |
|----------------|-------|
| Dale Manuel    | _____ |
| Jane Tabb      | _____ |
| Patsy Noland   | _____ |
| Walter Pellish | _____ |
| Lyn Widmyer    | _____ |

Whereupon, Commissioner Manuel declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Walter Pellish, President of the Jefferson County Commission, is authorized to affix his signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

\_\_\_\_\_  
Walter Pellish, President  
Jefferson County Commission

## Budget Revision Summary

### Budget Revision #1 of FY15

The State Auditor's Office has instructed Jefferson County to increase the salaries of Elected Officials, based on State Code. Listed below are the adjustments needed for the FY15 budget

The following accounts are to be increased:

|                           |                          |          |
|---------------------------|--------------------------|----------|
| 001-401-01-101-000-GG-000 | Commissioner Salaries    | \$17,740 |
| 001-405-01-101-000-GG-000 | Pros Atty Salary         | \$11,592 |
| 001-404-01-101-000-GG-000 | Sheriff Salary           | \$ 5,386 |
| 001-406-01-101-000-GG-000 | Assessor Salary          | \$ 5,386 |
| 001-403-01-101-000-GG-000 | Circuit Clerk Salary     | \$ 6,653 |
| 001-401-01-104-000-GG-000 | Commissioner FICA        | \$ 1,100 |
| 001-405-01-104-000-GG-000 | Pros Atty FICA           | \$ 719   |
| 001-404-01-104-000-GG-000 | Sheriff FICA             | \$ 334   |
| 001-406-01-104-000-GG-000 | Assessor FICA            | \$ 334   |
| 001-403-01-104-000-GG-000 | Circuit Clerk FICA       | \$ 413   |
| 001-401-01-104-001-GG-000 | Commissioner Medicare    | \$ 257   |
| 001-405-01-104-001-GG-000 | Pros Atty Medicare       | \$ 168   |
| 001-404-01-104-001-GG-000 | Sheriff Medicare         | \$ 78    |
| 001-406-01-104-001-GG-000 | Assessor Medicare        | \$ 78    |
| 001-403-01-104-001-GG-000 | Circuit Clerk Medicare   | \$ 96    |
| 001-401-01-106-000-GG-000 | Commissioner Retirement  | \$ 2,484 |
| 001-405-01-106-000-GG-000 | Pros Atty Retirement     | \$ 1,623 |
| 001-404-01-106-000-GG-000 | Sheriff Retirement       | \$ 754   |
| 001-406-01-106-000-GG-000 | Assessor Retirement      | \$ 754   |
| 001-403-01-106-000-GG-000 | Circuit Clerk Retirement | \$ 931   |

The offsetting account to reduce is:

|                           |                                 |          |
|---------------------------|---------------------------------|----------|
| 001-696-05-566-000-GG-000 | Trns to Financial Stabilization | \$56,880 |
|---------------------------|---------------------------------|----------|

Ora Ash, Director  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26302  
 Phone: 627-2415 ext. 5114  
 Fax: 627-2417

**REQUEST FOR REVISION TO APPROVED BUDGET**

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

Jefferson County Commission

GOVERNMENT ENTITY

CONTROL NUMBER

**2015**

FY

**1**

FUND

**2**

REV. NO.

**1 of 1**

PG. OF NO.

Person To Contact Regarding

Budget Revision: **Tim Stanton**

Phone: **304-724-8425 ext 1008**

Fax: **304-725-7916**

P.O. Box 250

STREET OR PO BOX

Charles Town

25414

CITY

ZIP CODE

COUNTY

Government Type

**REVENUES: (net each acct.)**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION     | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|-------------------------|----------------------------|------------|------------|----------------|
| 299            | Unassigned Fund Balance | 2,400,000                  | 557,781    |            | 2,957,781      |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |

**NET INCREASE/(DECREASE) Revenues (ALL PAGES)**

**557,781**

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION                      | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|------------------------------------------|----------------------------|------------|------------|----------------|
| 696            | Transfer to Financial Stabilization Fund | 586,140                    | 557,781    |            | 1,143,921      |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |
|                | #N/A                                     |                            |            |            |                |

**NET INCREASE/(DECREASE) Expenditures**

**557,781**

APPROVED BY THE STATE AUDITOR

BY: Director, Local Government Services Division Date \_\_\_\_\_

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 17th day of July 2014, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #2 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by \_\_\_\_\_, and duly seconded by \_\_\_\_\_ the vote was as follows:

|                |       |
|----------------|-------|
| Dale Manuel    | _____ |
| Jane Tabb      | _____ |
| Patsy Noland   | _____ |
| Walter Pellish | _____ |
| Lyn Widmyer    | _____ |

Whereupon, Commissioner Manuel declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Walter Pellish, President of the Jefferson County Commission, is authorized to affix his signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

\_\_\_\_\_  
Walter Pellish, President  
Jefferson County Commission

**Budget Revision Summary**

**Budget Revision #2 of FY15**

The State Auditor's Office requires the unencumbered fund balance to be adjusted in July based on the June 30<sup>th</sup> balance.

The following accounts are to be increased:

|                           |                                 |           |
|---------------------------|---------------------------------|-----------|
| 001-299-00-002            | Unencumbered Fund Balance       | \$557,781 |
| 001-696-05-566-000-GG-000 | Trns to Financial Stabilization | \$557,781 |

**REQUEST FOR REVISION TO APPROVED BUDGET**

CONTROL NUMBER

Ora Ash, Director  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26302  
 Phone: 627-2415 ext. 5114  
 Fax: 627-2417

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

**2015**  
 FY  
**2**  
 FUND  
**1**  
 REV. NO.  
**1 of 1**  
 PG. OF NO.

Jefferson County Commission  
 GOVERNMENT ENTITY

Person To Contact Regarding  
 Budget Revision: **Tim Stanton**  
 Phone: **304-724-8425 ext 1008**  
 Fax: **304-725-7916**

P.O. Box 250  
 STREET OR PO BOX  
 Charles Town 25414  
 CITY ZIP CODE

COUNTY  
 Government Type

**REVENUES: (net each acct.)**

| ACCOUNT NUMBER                                      | ACCOUNT DESCRIPTION   | PREVIOUSLY APPROVED AMOUNT | (INCREASE)     | (DECREASE) | REVISED AMOUNT |
|-----------------------------------------------------|-----------------------|----------------------------|----------------|------------|----------------|
| 298                                                 | Assigned Fund Balance | 73,885                     |                | 65,564     | 8,321          |
| 305                                                 | Coal Severance Tax    | 164,000                    |                | 7,821      | 156,179        |
|                                                     | #N/A                  |                            |                |            |                |
|                                                     | #N/A                  |                            |                |            |                |
|                                                     | #N/A                  |                            |                |            |                |
|                                                     | #N/A                  |                            |                |            |                |
| <b>NET INCREASE/(DECREASE) Revenues (ALL PAGES)</b> |                       |                            | <b>-73,385</b> |            |                |

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

| ACCOUNT NUMBER                              | ACCOUNT DESCRIPTION | PREVIOUSLY APPROVED AMOUNT | (INCREASE)     | (DECREASE) | REVISED AMOUNT |
|---------------------------------------------|---------------------|----------------------------|----------------|------------|----------------|
| 401                                         | County Commission   | 73,385                     |                | 73,385     |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
|                                             | #N/A                |                            |                |            |                |
| <b>NET INCREASE/(DECREASE) Expenditures</b> |                     |                            | <b>-73,385</b> |            |                |

APPROVED BY THE STATE AUDITOR  
 BY: \_\_\_\_\_ Date \_\_\_\_\_  
 Director, Local Government Services Division

AUTHORIZED SIGNATURE OF ENTITY \_\_\_\_\_ APPROVAL DATE \_\_\_\_\_

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 17th day of July 2014, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #1 to the Coal Severance Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by \_\_\_\_\_, and duly seconded by \_\_\_\_\_ the vote was as follows:

|                |       |
|----------------|-------|
| Dale Manuel    | _____ |
| Jane Tabb      | _____ |
| Patsy Noland   | _____ |
| Walter Pellish | _____ |
| Lyn Widmyer    | _____ |

Whereupon, Commissioner Manuel declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Walter Pellish, President of the Jefferson County Commission, is authorized to affix his signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

\_\_\_\_\_  
Walter Pellish, President  
Jefferson County Commission

## Budget Revision Summary

### Budget Revision #1 Coal Severance of FY15

The State Auditor's Office requires the Assigned Fund Balance to be adjusted in July based on the June 30<sup>th</sup> balance.

The following accounts are to be decreased:

|                           |                       |          |
|---------------------------|-----------------------|----------|
| 002-298-00-002            | Assigned Fund Balance | \$65,564 |
| 002-305-TT-000            | Coal Severance Tax    | \$ 7,821 |
| 002-401-02-230-000-GG-000 | Contracted Services   | \$73,385 |



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



Name: **Debbie Keyser, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **July 17, 2014**

*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*):

**COUNTY ADMINISTRATOR REPORTS**

- Ameriflex Contract update
- Purchase Order form and potential policy changes - cost savings
- Update on the collection of the Ambulance Fee and approval of contract pending legal review - Discussion/Action
- Ordinance to dissolve and reconstruct the Jefferson County Emergency Services Agency Board update

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**

**AMERIFLEX** ADMINISTRATIVE SERVICES AGREEMENT  
v3.1.12

**RECITALS:**

AmeriFlex offers a variety of administrative services to employers, including such services related to:  
 Group health plan continuation coverage services as governed by the provisions of § 4980B of the Internal Revenue Code ("Code") and Part 6, Subtitle B, Title 1 of ERISA (collectively referred to herein as "COBRA"),  
 Health flexible spending arrangements ("Health FSAs") under Internal Revenue Code ("Code") § 105 to be offered under a Code § 125 cafeteria plan.  
 Dependent care flexible spending accounts (aka dependent care assistance programs ("DCFSA's")) under Code § 129) to be offered under a Code § 125 cafeteria plan.  
 Health reimbursement arrangements ("HRAs") under Code § 105.  
 Health savings account-oriented "plans" ("HSAs") under Code § 223.  
 Transportation fringe benefit plans (aka "commuter reimbursement plans") ("CRAs") under Code § 132.  
 Certain billing services related to collection of insurance premiums and the like but unrelated to COBRA.  
 Jefferson County Commission ("Employer") desires to engage AmeriFlex in the provision of such services, specifically services related to [check all that apply]

| Plan Type                                 | Plan Year Start | Plan Year End |
|-------------------------------------------|-----------------|---------------|
| <input checked="" type="checkbox"/> COBRA | 7/1/2014        | N/A           |
| Health FSA                                | N/A             | N/A           |
| DCFSA                                     | N/A             | N/A           |
| CRA                                       | N/A             | N/A           |
| <input checked="" type="checkbox"/> HRA   | 7/1/2014        | 12/31/2014    |
| HSA                                       | N/A             | N/A           |
| Billing Services                          | N/A             | N/A           |

All services selected above shall be deemed the "Selected Services" for purposes of Article 1.4. Any services not selected above shall not be deemed the "Selected Services" for purposes of Article 1.4. Furthermore, any provisions in this Agreement specific to COBRA services (e.g., the provisions in Article IIA, Article IIIA, Article V, Article VIA, et. al.) shall be disregarded for purposes of this agreement unless directly related to the "Selected Services."

In consideration of the mutual promises set forth in this Agreement, Employer and AmeriFlex agree as follows:

**ARTICLE I: INTRODUCTION**

**1.1 Agreement Effective Date and Term**

With regard to all of the Selected Services except COBRA, this Agreement is effective as indicated in Recital B ("Effective Date"). Thereafter, this Agreement will renew automatically for successive periods of twelve (12) months ("Renewal Terms") unless this Agreement is terminated in accordance with the provisions of Section 8.4.

With regard to COBRA, this Agreement is effective 7/1/2014 ("Effective Date").

The initial term of the Agreement will be:

- (c)  The initial 12-month period commencing on the Effective Date (the "Initial Term"); or,
- (d) If for a period of less than 12 months, from the Effective Date through N/A;

**1.2 Scope of Services**

Employer has sole and final authority to control and manage the operation of the Plans, including any and all discretionary authority over the Plans. AmeriFlex is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Employer, nor shall AmeriFlex be deemed a partner with Employer, engaged in a joint venture with Employer or governed by any legal relationship with Employer other than that of an independent contractor. AmeriFlex does not assume any responsibility for the general policy design of the Plans, the adequacy of their funding, or any act or omission or breach of duty by Employer. Nor is AmeriFlex in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Plans. AmeriFlex generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Employer under the Plans. Nothing herein shall be deemed to constitute AmeriFlex as a party to the Plans or to confer upon AmeriFlex any authority or control respecting management of the Plans, authority or responsibility in connection with administration of the Plans, responsibility for the terms or validity of the Plans, or any fiduciary duty or other obligation toward any participants in the Plans other than that which may be

**1.3 Definitions**

"Agreement" means this AmeriFlex Administrative Services Agreement, including all Appendices hereto.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, as well as coverage offered and/or provided to a Qualified Beneficiary.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuation Coverage" means coverage following a Qualifying Event provided to a Qualifying Beneficiary under COBRA.

"CRA" has the meaning given in the Recitals.

"DCFSA" has the meaning given in the Recitals.

"Eligibility Reports" have the meaning described in Section 2.8.

"Employer" has the meaning given in the Recitals.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Effective Date" has the meaning given in Section 1.1.

"Health FSA" has the meaning given in the Recitals.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HSA" has the meaning given in the Recitals.

"Litigation" means any litigation or other proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under this Agreement, or an audit or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of Employer or AmeriFlex.

"Named Fiduciary" means the named fiduciary as defined in ERISA § 402(a)(1).

"Participant" has the meaning given in Section 1.2.

imposed by the judicial, administrative or other application of ERISA by a governmental authority. Nothing in this Agreement shall be deemed to impose upon AmeriFlex any obligation to any employee of Employer or any person who is participating in the program ("Participant" or "Qualified Beneficiary," as applicable).

## ARTICLE IIA; EMPLOYER RESPONSIBILITIES REGARDING COBRA ADMINISTRATION

### 2.1 General Duties Owed to AmeriFlex

During the term of this Agreement, Employer will carry out all necessary duties to AmeriFlex and furnish AmeriFlex with all information necessary to provide COBRA administrative services, including, but not limited to:

Providing AmeriFlex, on a timely basis and in an accurate form, with all information necessary for AmeriFlex to adequately fulfill its obligations under Article III. AmeriFlex shall have no affirmative duty to pursue this information and shall not be responsible for the consequences of Employer's failure to provide it. A non-exhaustive list of such information is provided for Employer in Exhibit C to this Agreement. The Employer's use of a third party to provide such information to AmeriFlex does not absolve the employer of its obligations under this section.

Upon notification by AmeriFlex to the Employer or the carrier, adding qualified beneficiaries who have elected COBRA continuation coverage to the Employer health plan, including, if necessary, on a retroactive basis. Such notification shall include the provision of and/or access to online enrollment reports reflecting this and other related information.

Making ultimate decisions with regard to pursuing Qualified Beneficiaries whose addresses are discovered to be mistaken, outdated or otherwise incorrect. Ensuring that information provided to AmeriFlex, plan documents and arrangements with carriers are consistent.

Acknowledging that AmeriFlex makes no guarantee of sufficient funds on checks or other forms of payment made payable to AmeriFlex from qualified beneficiaries electing COBRA, and holding AmeriFlex harmless for any payment deemed insufficient for such reasons.

Acknowledging and understanding that any applicable laws, rules and regulations are subject to modification and amendment, which may require AmeriFlex to adjust certain policies and procedures in order to discharge its duties.

Maintaining its status as plan administrator for purposes of the Employee Retirement Income Security Act ("ERISA") of any and all Plans for which AmeriFlex is acting as third-party administrator for purposes of COBRA compliance.

Notifying AmeriFlex, in writing, of all entity changes, reorganizations, bankruptcies and any other transitions and their effect on benefit plans.

AmeriFlex shall take written direction from Employer regarding entity changes and shall have no duty to pursue information.

All information required under this Section 2.1 will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Employer and AmeriFlex.

### 2.2 Premiums

Employer will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Notwithstanding the foregoing, AmeriFlex shall, at Employer's request, provide guidance with

"Plan Administrator" means the administrator as defined in ERISA § 3(16)(A).

"Plan" or "Plans" means any or all of the employee benefit plans defined in the Recitals, except for COBRA.

"Qualified Beneficiary" or "QB" has the meaning given to such term under COBRA.

"Qualifying Event" or "QE" has the meaning to such term under COBRA.

### 1.4 Agreement Provisions Applicable to Selected Services Only

Any provision of this Agreement which is either specifically applicable, whether by virtue of its placement under certain Article headings or subheadings or for any other contextual reason, to any service that is not a Selected Service or could not be otherwise reasonably interpreted as applicable to a service that is a Selected Service shall be inoperative. No such inoperative provision shall render the remaining provisions of the Agreement inoperative by themselves or taken together as a whole.

### 2.7 Service Charges; Funding

Employer shall pay AmeriFlex the service charges set forth in the Appendices hereto. Employer shall be ultimately responsible for the funding of the payment of Plans benefits as described in Article VII, including the provision of a prefund amount to AmeriFlex, which shall be subject to a transition fee in the event of renewals. Payments pursuant to this Article shall be made via ACH. Employer shall execute the ACH authorization form in the New Client Application or Renewal Application, as applicable.

### 2.8 Information to AmeriFlex

A. Employer shall furnish the information requested by AmeriFlex as determined necessary to perform AmeriFlex's functions hereunder, including information concerning the Plans and the eligibility of individuals to participate in and receive benefits from the Plans. Such information shall be provided to AmeriFlex in the time and in the manner agreed to by Employer and AmeriFlex. AmeriFlex shall have no responsibility with regard to benefits paid in error due to Employer's failure to timely update such information. From time to time thereafter, AmeriFlex shall provide Employer with updated reports summarizing the eligibility data provided by Employer ("Eligibility Reports") by electronic medium unless otherwise agreed to in writing by the parties. The Employer's use of a third party to provide such information to AmeriFlex does not absolve the employer of its obligations under this section.

The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Plans. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with AmeriFlex relating to the accuracy of any Eligibility Report. AmeriFlex shall have no liability to Employer or any Participant as a consequence of an inaccurate Eligibility Report, and AmeriFlex shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to AmeriFlex as a consequence of Employer failing to review Eligibility Reports for accuracy. AmeriFlex shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of same.

Employer shall cooperate with AmeriFlex with regard to the collection and reporting of any information regarding a Plan or Plans or any Participant or Participants which is deemed necessary as part of the fulfillment of any reporting obligation imposed upon AmeriFlex by any governmental agency. If Employer fails to cooperate as aforementioned, AmeriFlex reserves the right to report such failure to the governmental agency requesting the information. Furthermore, in addition to the indemnification obligations imposed elsewhere in this Agreement, Employer shall indemnify AmeriFlex for any penalties or other negative actions undertaken by any such agency due to such failure by Employer to cooperate with such collection and reporting efforts by AmeriFlex.

B. The parties agree that the Employer is fully responsible for the accuracy and completeness of its electronic data submissions to AmeriFlex and that the consequences of any error or errors in electronic data transmission made by Employer or its agent shall not be the responsibility of AmeriFlex but rather that of the Employer.

regard to the premium to be charged for any health FSA or HRA it administers for Employer, although the final determination of such premium shall remain the responsibility of the Employer.

### **2.3 Provision of Names of Those Authorized to Act**

Employer will provide AmeriFlex with the names of individuals authorized to act for Employer in connection with this Agreement. In the case of a broker, agent or other third party who is not an owner or employee of Employer, AmeriFlex may first require the execution of a Designation of Outside Plan Representative form, attached as Exhibit B, granting the authority to act for Employer in connection with this Agreement.

### **2.4 Settlement with Insurers**

Employer shall be responsible for the settlement of billing and invoicing issues with insurance carriers arising from COBRA's time allowance for Qualified Beneficiaries to remit premium payments, including but not limited to, issues arising from the provision of Continuation Coverage to Qualified Beneficiaries who fail to remit premiums for such Continuation Coverage in a timely manner. Any efforts to settle such issues via the collection of payments from Qualified Beneficiaries, if any such efforts are necessary for same, will be the sole responsibility of Employer.

Employer shall be fully responsible for the settlement of billing and invoicing issues with insurance carriers arising from Employer's failure to reconcile the notification provided pursuant to Article 2.1.B. with insurer's bills and/or invoices in a timely fashion.

### **2.5 Responsibilities under the American Recovery and Reinvestment Act of 2009 ("ARRA") and Other Subsequent Legislation**

If applicable after August 31, 2011, Employer shall be solely responsible for determining whether Qualified Beneficiaries are "Assistance Eligible Individuals" (AEIs) as defined by the ARRA (and as modified by the Department of Defense Appropriations Act of 2010 and the Temporary Extension Act of 2010) as well as for providing notice thereof to AmeriFlex in accordance with the provisions of Article 2.1.1. Employer shall also be solely responsible for handling any claims, appeals and other controversies that may arise between Qualified Beneficiaries and the Employer with regard to such determination, including any such claims, appeals and other controversies involving any government agency charged with the regulation and enforcement of ARRA. Additionally, Employer shall be solely responsible for providing all required plan documents and any other relevant plan information for AEIs who wish to change plan participation pursuant to the ARRA.

## **ARTICLE IIB: EMPLOYER RESPONSIBILITIES REGARDING PLAN ADMINISTRATION (FSA/DCFSA/HRA/HSA/CRA)**

### **2.6 Sole Responsibilities**

Employer has the sole authority and responsibility for the Plans and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Plans and making all determinations thereunder. Employer gives AmeriFlex the authority to act on behalf of Employer in connection with the Plans, but only as expressly stated in this Agreement or as otherwise mutually agreed in writing by Employer and AmeriFlex. All final determinations as to a Participant's entitlement to Plans benefits are to be made by Employer, including any determination upon appeal of a denied claim for Plans benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Plans benefits for purposes of ERISA.

Without limiting Employer's responsibilities described herein, it shall be Employer's sole responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA (except where Employer has otherwise engaged AmeriFlex to provide COBRA services); amend the Plans as may be necessary to ensure ongoing compliance with applicable law, including but not limited to the 2010 Health Care Act as Amended by the 2010 Health Care Reconciliation Act; prepare and file any required tax or governmental returns (including Form 5500 returns) relating to the Plans; determine if and when a valid election change has

Furthermore, the parties agree that any such errors or errors requiring manual correction by AmeriFlex shall result in the imposition of a Data Correction Fee to be paid by Employer determined by the amount of time undertaken by AmeriFlex to correct the error or errors, to wit: \$150.00 for the first hour (not prorated) and \$30.00 for every quarter-hour thereafter (also not prorated). The parties further agree that any such manual correction shall not be undertaken until notice has been given to Employer that such correction is necessary and the Employer has authorized same.

This Data Correction Fee shall be assessed on a transmission-by-transmission basis. That is, errors that occur in subsequent transmissions shall be considered new errors even if they are the same or similar to errors in previous transmissions.

Any such manual correction by AmeriFlex shall not absolve the Employer of responsibility for any consequences resulting from the errors or errors existing prior to the manual correction. Furthermore, the refusal of Employer to authorize such manual correction shall not absolve Employer of any such responsibility.

### **2.9 Plan Documents and Plan Design**

Except in the case of COBRA services, AmeriFlex shall provide a single plan document and a single summary plan description to Employer for each Plan. Such documents shall be the sole property of the Employer. It is the Employer's responsibility to ensure that the information contained in these documents reflects the desires of the Employer. If the plan sponsor finds any errors with regard to intended plan design in these documents, AmeriFlex will make necessary corrections as warranted provided timely notice of such errors is given to AmeriFlex. AmeriFlex, however, reserves the right to decline to make alterations to these documents bearing no direct relation to plan design (e.g., formatting, grammar, stylistic concerns, and the like). It is the sole responsibility of the Employer to ensure that the plan document is properly executed by a representative of the plan sponsor and that summary plan descriptions are distributed to participants in a proper fashion. Employer will notify AmeriFlex of any changes to its Plans at least thirty (30) days before the effective date of such changes. If such changes require amendments to the plan document and are to be made effective before the first day of the subsequent plan year, AmeriFlex shall levy a fee of \$150 to amend the plan document for the Employer. The Employer may, in its discretion, amend its plan documents on its own; however, AmeriFlex is not responsible for compliance with any plan document changes of which it is not made aware.

### **2.10 Liability for Claims**

Employer is ultimately responsible for payment of claims made pursuant to, and the benefits to be provided by, the Plans. AmeriFlex does not insure or underwrite the liability of Employer under the Plans. Except for expenses specifically assumed by AmeriFlex in this Agreement, Employer is responsible for all expenses incident to the Plans.

### **2.11 \*\*\*Reserved\*\*\***

### **2.12 Medical Records**

Employer shall, if required by law or regulation, notify each Participant and provide each Participant with an opportunity to opt out (if required) or obtain from each Participant such written authorization for release of any personal financial records and medical records in accordance with applicable state and federal law to permit Employer and/or AmeriFlex to perform their obligations under this Agreement.

occurred; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, HIPAA, the Internal Revenue Code and other applicable federal and state laws.

#### **ARTICLE IIIA: AMERIFLEX RESPONSIBILITIES – COBRA ADMINISTRATION**

##### **3.1 AmeriFlex COBRA Administration Services**

The obligations of AmeriFlex shall encompass the following:

Providing COBRA General Rights letters for all new hires enrolled in the Plan with proof or confirmation of mailing within ten (10) business days of receiving complete and appropriate data from Employer.

Providing COBRA Specific Rights/Qualifying Events Letters, enrollment forms, and HIPAA Certificates of Creditable Coverage for all Qualifying Events and to all Qualified Beneficiaries with proof or confirmation of mailing within ten (10) business days of receiving complete and appropriate data from Employer.

Providing notices of expiration or termination of COBRA continuation coverage, notices of conversion rights (if applicable) and HIPAA Certificates of Creditable Coverage within ten (10) business days of learning of an applicable terminating event.

Receiving and processing duly executed COBRA election forms received from Qualified Beneficiaries.

Tracking, monitoring and recording initial election periods for Qualified Beneficiaries.

Notifying Employer or Employer-designated enrollment contacts when a Qualified Beneficiary elects COBRA benefits upon receipt of completed enrollment form and first complete premium payment. Such notification can include the provision of and/or access to online reporting to the Employer.

When requested by Employer, preparing coupon booklets for Qualified Beneficiaries who elect COBRA coverage.

Tracking and monitoring the 45-day retroactive payment period for Qualified Beneficiaries in their election period.

Tracking and monitoring monthly premium payments and 30-day grace periods for Qualified Beneficiaries.

Collecting monthly premiums and remitting same to Employer on a monthly basis.

Determining the duration of Continuation Coverage.

Notifying the Employer-designated enrollment contacts promptly of any coverage termination of a Qualified Beneficiary who has previously elected COBRA continuation coverage. Such notification can include the provision of and/or access to online reporting to the Employer-designated contact.

Providing reporting functionality to Employer regarding Qualified Beneficiary status levels, payments and remittances.

Providing ARRA notifications and/or election periods to all Employer-identified eligible AEs and ineligible QBs, and tracking applicable AEI subsidies.

Upon timely request by Employer and subject to the pricing terms in Exhibit D, sending open enrollment information to COBRA participants and processing same.

**3.2 \*\*\*Reserved\*\*\***

##### **3.3 Maintenance of Roster of Qualified Beneficiaries**

AmeriFlex will establish, maintain, and update a roster containing the names of all Qualified Beneficiaries who elect Continuation Coverage under the Plan and provide such roster to Employer on monthly basis.

##### **3.4 Remission of Premium Payment**

AmeriFlex will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected, minus the statutory 2% administration fee, to Employer at such times and in such manner as may be agreed upon by AmeriFlex and Employer, but not more frequently than monthly.

##### **3.5 Insurance Coverage**

AmeriFlex shall cover Employer under its general liability policy.

#### **ARTICLE IIIB: AMERIFLEX RESPONSIBILITIES – Plan Administration (FSA/DCFSA/HRA/HSA/CRA)**

##### **3.8 Benefits Payment**

AmeriFlex shall, on behalf of Employer, operate under the express terms of this Agreement and the Plans. AmeriFlex shall initially determine if persons covered by the Plans (as described in the Eligibility Reports) are entitled to benefits under the Plans and shall pay benefits from the Plans in its usual and customary manner to Participants. AmeriFlex shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or administration of the Plans (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date.

Employer agrees that:

- A. AmeriFlex has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration;
- B. Employer will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and
- C. Employer shall indemnify and hold AmeriFlex harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

**3.9 \*\*\*Reserved\*\*\***

##### **3.10 Reporting**

AmeriFlex shall from time to time make available to Employer via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts. AmeriFlex shall also make available to Participants electronic access to reports showing their individual payment history and the amounts and transactions in their individual accounts.

**3.11 \*\*\*Reserved\*\*\***

**3.12 \*\*\*Reserved\*\*\***

##### **3.13 Recordkeeping**

AmeriFlex shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Plans and its Participants that AmeriFlex has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at AmeriFlex's offices with reasonable prior notice. If this Agreement terminates, AmeriFlex may deliver, or at Employer's request, will deliver all such books, records, and documents to Employer, subject to AmeriFlex's right to retain copies of any records it deems appropriate. Employer shall be required to pay AmeriFlex reasonable charges for transportation or duplication of such records. Provided, however, that upon termination of this Agreement, AmeriFlex must destroy or return to Employer all PHI, including PHI that is in the possession of subcontractors or agents of AmeriFlex. If it is infeasible to return or destroy PHI, AmeriFlex shall provide to Employer notification of the conditions that make return or destruction infeasible. Upon Employer's agreement that return or destruction of PHI is infeasible, AmeriFlex shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as AmeriFlex retains such PHI. AmeriFlex shall pay all storage charges for any such PHI for so long as AmeriFlex retains such PHI.

##### **3.14 Standard of Care**

**3.6 Sole Responsibilities**

The sole responsibilities of AmeriFlex shall be as described in this Agreement (including the obligations listed in any Exhibit to this Agreement).

**3.7 Service Delivery**

AmeriFlex shall provide customer service personnel by telephone during normal business hours as determined by AmeriFlex, and shall provide electronic administrative services. AmeriFlex shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, act of terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

AmeriFlex shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If AmeriFlex makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, AmeriFlex shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, AmeriFlex will not be liable for such payment, unless AmeriFlex would otherwise be liable under another provision of this Agreement, including but not necessarily limited to, Article 4.2.

**3.15 Notices to Employer**

Upon request of Employer, AmeriFlex shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices.

**3.16 Non-Discretionary Duties; Compliance Obligations; Additional Duties**

AmeriFlex and Employer agree that the duties to be performed hereunder by AmeriFlex are non-discretionary duties. AmeriFlex is merely a claims-paying agent of Employer. While AmeriFlex may provide information to Employer from time to time, such information shall not be construed as legal, accounting or other professional advice. Any and all compliance obligations with regard to the Plans are the ultimate responsibility of the Employer and the Employer is obligated to consult with its own professional advisors as to what those obligations might be and how they should be met. AmeriFlex and Employer may agree to additional duties in writing as may be specified in the Appendices from time to time.

**4.3 Survival of Provision**

The provisions of this Article will survive the termination of this Agreement.

**ARTICLE IV: INDEMNIFICATION PROVISIONS****4.1 Indemnification by Employer**

Employer agrees to indemnify and hold harmless AmeriFlex from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that AmeriFlex sustains as a result of any act or omission of Employer in connection with this Agreement. Employer will not be obligated to indemnify AmeriFlex if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by AmeriFlex that was:

Criminal or fraudulent; or  
A negligent, reckless or intentional disregard of AmeriFlex's obligations under this Agreement.

Notwithstanding the foregoing, Employer will indemnify and hold AmeriFlex harmless to the extent Employer concurred in, instructed, directed, or caused such acts or omissions by AmeriFlex whether by its own acts, its own omissions, or both.

**4.2 Indemnification by AmeriFlex**

AmeriFlex agrees to indemnify and hold harmless Employer from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Employer sustains as a result of any act or omission of AmeriFlex in connection with the performance of services under this Agreement.

AmeriFlex will not be obligated to indemnify Employer if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Employer which was:

Criminal or fraudulent; or  
A negligent, reckless or intentional disregard of Employer's obligations under this Agreement.

Notwithstanding the foregoing, AmeriFlex will indemnify and hold Employer harmless to the extent AmeriFlex concurred in, instructed, directed, or caused such acts or omissions by Employer whether by its own acts, its own omissions, or both.

AmeriFlex's liability to Employer (including its agents and brokers of record), in any case or administrative action, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall be limited,

with the exception of any punitive damages that may be awarded by any judicial authority and with the exception of any fees, fines or penalties of any nature imposed by any federal governmental authority (including but not limited to the United States Department of Labor and the Internal Revenue Service) to the amount equal to the total fees paid by Employer (including its agents and brokers of record) under this Agreement in the twelve (12) months prior to the incident. In no event shall AmeriFlex be liable for special, incidental, indirect, consequential, or exemplary damages.

**ARTICLE V: \*\*\*RESERVED\*\*\***

**ARTICLE VIA: COBRA ADMINISTRATION SERVICE FEES**

**6.1 Initial Case Set-Up Fee**

An Initial case set-up fee specified in Exhibit D, attached hereto and made a part hereof, will become payable to AmeriFlex at the time this Agreement is executed.

**6.2 Service Fee**

A service fee specified in Exhibit D will be paid by Employer to AmeriFlex. For Renewal Terms only, AmeriFlex reserves the right to increase or modify the service fee at any time upon thirty (30) days notice to Employer, but no more than once every twelve (12) months. The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such coverage for the period billed or the month enrolled in such coverage.

**6.3 Additional Fees**

Charges for additional services requested by Employer not included in the Agreement will be agreed upon prior to the performance of such service by AmeriFlex.

**6.4 When Fees Are Payable**

AmeriFlex will transmit an invoice to Employer for service fees on a monthly or periodic basis and will transmit invoices to Employer for additional services immediately following the performance of such services. Payment of services is due upon receipt of such invoice.

**6.5 \*\*\*Reserved\*\*\***

**6.6 COBRA Administration Fee**

AmeriFlex will retain the 2% COBRA Administration fee paid by the Qualified Beneficiary. AmeriFlex will also retain the 2% COBRA Administration fee for Individuals on a COBRA disability extension. AmeriFlex will remit to Employer the additional allowable 50% (after the initial eighteen (18) month continuation period has expired) payable during a period of disability extension.

**ARTICLE VII. BENEFIT PROGRAM PAYMENT; EMPLOYER'S FUNDING RESPONSIBILITY FOR PLAN ADMINISTRATION (FSA/DCFSA/HRA/HSA/CRA)**

**7.1 Payment of Benefits**

The Employer's health FSA and/or its HRA shall be considered unfunded plans. Each week or at such other interval as mutually agreed upon, AmeriFlex will notify Employer of the amount needed to pay approved benefit claims and Employer shall pay or transfer into the bank account the amount needed for the payment of Plans benefits. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 7.1. AmeriFlex shall have sole authority to provide whatever notifications, instructions, or directions as may be necessary to accomplish the disbursement of such Plans funds to or on behalf of Participants in payment of approved claims.

**7.2 Funding of Benefits**

Funding for any payment on behalf of the Participants under the Plans, including but not limited to, all benefits to Participants in accordance with the Plans, is the sole responsibility of Employer, and Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plans,

**ARTICLE VIIID: PLAN ADMINISTRATION SERVICE FEES**

**(FSA/DCFSA/HRA/HSA/CRA)**

**6.7 Service Charges**

The amounts of the monthly service charges of AmeriFlex are described in the Appendices. For Renewal Terms only, AmeriFlex reserves the right to increase or modify the service fee at any time upon thirty (30) days notice to Employer, but no more than once every twelve (12) months. Notwithstanding the foregoing, AmeriFlex may also change the monthly service charges as of the date any change is made in the Plans. Employer acknowledges that AmeriFlex has disclosed all sources of income to it pursuant to the administration of the Plan.

**6.8 Billing of Charges**

All service charges of AmeriFlex, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

**6.9 Payment of Charges**

All charges under this Article VI shall be determined by AmeriFlex and billed to Employer monthly. Alternatively, if so agreed by the parties, AmeriFlex may deduct payment for monthly service charges from a bank account maintained by Employer. Payment shall be due upon receipt of invoice.

If the invoice remains unpaid sixty (60) days after the receipt of the invoice, a late fee of \$35 will be assessed per unpaid invoice on a per month basis for so long as the invoice remains unpaid.

Including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the term of this Agreement.

#### ARTICLE VIII: GENERAL PROVISIONS

##### 8.1 Notices

All notices, certificates, or other communications hereunder, which do not relate to any of the "service" terms of Article II or III, will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid with proper address, at such addresses as either party may designate in writing to the other from time to time for such purposes. AmeriFlex and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement.

Employer agrees that AmeriFlex may communicate confidential, protected, privileged or otherwise sensitive information to Employer and specifically agrees to indemnify AmeriFlex and hold it harmless: (1) for any such communications directed to Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (2) from any claim for the improper use or disclosure of any PHI by AmeriFlex if such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

##### 8.2 Severability

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

##### 8.3 Survival of Obligations

The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

##### 8.4 Termination of Agreement

This Agreement, with respect to COBRA Administration, will terminate upon the first to occur of the following:

The expiration of thirty (30) days after written notice has been given by Employer or AmeriFlex to the other that Employer or AmeriFlex has breached any material obligation under this Agreement, and such breach has not been cured after such notice has been given;

The date specified in a written notice given by AmeriFlex to Employer of AmeriFlex's termination of this Agreement due to Employer's failure to remit to AmeriFlex charges for services; or,

The end of the 12-month period referenced in Section 1.1 If Employer or AmeriFlex has given at least thirty (30) days written notice of its intent to terminate the Agreement at the end of such period.

In the event of termination of this Agreement, AmeriFlex will, unless Employer and AmeriFlex otherwise agree:

Complete the processing of all amounts received by AmeriFlex as premiums payable by those who have elected Continuation Coverage prior to the termination, except that AmeriFlex shall not be responsible for the termination of Qualified Beneficiaries from COBRA continuation coverage beyond the date of the termination of the Agreement;

Release to Employer in any reasonably usable format agreed to by the Parties, all necessary records and files relating to billings, and in-force records that have been developed and maintained by AmeriFlex pursuant to this Agreement; and Deliver to Employer all unused materials, equipment, and specifications that were furnished by Employer. Employer will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between Employer and AmeriFlex.

AmeriFlex and Employer agree that AmeriFlex shall not be in any way responsible for the termination of QBs from COBRA continuation coverage beyond the date of the termination of this Agreement.

##### 8.7 Choice of Law

This Agreement and the obligations of Employer and AmeriFlex will be governed and construed in accordance with the laws of the state in which AmeriFlex is headquartered.

##### 8.8 Arbitration and Limitations on Actions

Any controversy or claim arising out of or relating to this Agreement between Employer and AmeriFlex, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in a location within a fifty (50) mile radius of the city in which AmeriFlex is headquartered. Neither party to this agreement may file such an arbitration request against the other party more than three (3) years after the act or omission giving rise to the action, nor may either party file a claim against the other party more than three (3) years after the act or omission giving rise to the action.

##### 8.9 Audits

Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse AmeriFlex for AmeriFlex's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

##### 8.10 Non-Disclosure of Proprietary Information

- A. Employer and AmeriFlex each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Employer and AmeriFlex agree that each party shall: (1) keep such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).
- B. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof: (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section 8.10, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and marked as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices,

If AmeriFlex performs any services pursuant to this Agreement following its termination, including but not limited to services described in this Section 8.4, AmeriFlex will be entitled to its fees or other charges on the same basis as if the Agreement has continued in effect for the period during which such services were performed. AmeriFlex will transmit an invoice to Employer for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

This Agreement, with respect to FSA/DCFSA/HRA/HSA/CRA Administration will terminate upon the first to occur of the following:

The expiration of thirty (30) days after written notice has been given by Employer or AmeriFlex to the other that Employer or AmeriFlex has breached any material obligation under this Agreement, and such breach has not been cured after such notice has been given;

The date specified in a written notice given by AmeriFlex to Employer of AmeriFlex's termination of this Agreement due to Employer's failure to remit to AmeriFlex charges for services; or,

The end of the 12-month period referenced in Section 1.1 if Employer or AmeriFlex has given at least thirty (30) days written notice of its intent to terminate the Agreement at the end of such period.

If any or all of the Plans are terminated, Employer and AmeriFlex may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Plans benefit, expense, or claims incurred prior to the date of Plans termination. In addition, Employer and AmeriFlex may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by AmeriFlex before the date of such termination. If this Agreement is continued in accordance with this subsection D, Employer shall pay the monthly service charges incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's service charge. This Agreement shall continue as provided by and subject to Section 3.13 if the return or destruction of PHI is determined to be infeasible.

Nothing in this Article 8.4.D. shall be construed to prevent AmeriFlex from correcting any errors in administration, material or otherwise, within a reasonable period of time not to exceed thirty (30) days from notice of the error.

Termination of this Agreement shall result in the return to Employer of any Employer-provided funds to the extent that such funds exceed the obligations of AmeriFlex under this Agreement, and (except in cases of termination pursuant to the terms of Article 8.4.D.1.) minus a transition fee for the purpose of undertaking the transfer and/or closing-out of the Plan(s) on the Employer's behalf. Such return of funds shall be effectuated upon the receipt by AmeriFlex of a letter from an authorized representative of Employer on Employer's letterhead requesting same upon or after the conclusion of any applicable run-out period. When a group terminates with AmeriFlex they must send a letter (on their letterhead) to AmeriFlex requesting the release of their pre-fund dollars. This letter must be sent after the runout period for the terminated group.

Nothing in this Article 8.4 shall prevent Employer from exercising its rights to terminate this Agreement without penalty under the terms of Article 8.13.

**8.5 No Waiver**

Employer's or AmeriFlex's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

**8.6 Counterparts/Facsimile**

The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. In proving this Agreement, a party must produce or account only for the executed counterpart of the Party to be charged.

procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 8.10 shall survive the termination of this Agreement.

**8.11 Designation of OPR Form**

For purposes of the execution of this Agreement, AmeriFlex will only accept the signature of a broker or other designated agent if a duly authorized representative of Employer executes the Designation of OPR form attached to this Agreement as Exhibit B. In accordance with the terms of this form, such designation shall also operate as a designation of an agent for purposes of plan administration, meaning that Employer executing such form authorizes the agent to act on behalf of the plan administrator for Employer's Plans.

**8.12 Business Associate Agreement**

A Business Associate Agreement is included in the Agreement as Exhibit A. The execution of this Agreement shall also operate as an execution of said Business Associate Agreement.

**8.13 Changes to Agreement**

In the event of changes to federal or state laws or regulations affecting any, some or all of the Selected Services, AmeriFlex may make changes to this Agreement with thirty (30) days notice to Employer. If, within thirty (30) days of the notification of the change or changes, Employer elects to terminate this Agreement, Employer may do so within thirty (30) days of such notification without penalty.

**8.14 Entire Agreement**

This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations made between the parties, including any oral or written representations made by any representatives and/or agents of AmeriFlex, or any marketing materials, advertising or other media. It may be executed in duplicate counterparts, each of which may be considered as original and fully enforceable. Except as otherwise provided in Article 8.4, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and AmeriFlex.

IN WITNESS WHEREOF, Employer and AmeriFlex have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

By: *Heborah A. Keyser*  
Title: *County Administrator*  
Employer: *Jefferson Co. Commission*  
Date: *6/30/14*  
By: /s/ William Short  
William Short Title: President, AmeriFlex

**EXHIBIT A: HIPAA Business Associate Agreement**

This Business Associate Agreement ("BA Agreement") is entered into between Employer and AmeriFlex as of the Effective Date.

**RECITALS**

Employer, as a plan sponsor of health benefit plans, is required to enter into this BA Agreement to obtain satisfactory assurances that AmeriFlex, a Business Associate under the Health Insurance Portability and Accountability Act ("HIPAA"), will appropriately safeguard all Protected Health Information ("PHI") as defined herein, disclosed, created or received by AmeriFlex on behalf of Employer.

Employer desires to engage AmeriFlex to perform certain functions described in the Agreement for Administrative Services ("Agreement") of which this BA Agreement is a part, for, or on behalf of Employer involving the disclosure of PHI by Employer to AmeriFlex, or the creation or use of PHI by AmeriFlex, and AmeriFlex desires to perform such functions.

AmeriFlex may be considered an organization that provides data transmission of Protected Health Information to Employer and requires access on a routine basis to Protected Health Information. As required under Section 13408 of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act" or "HITECH"), AmeriFlex will be treated as a Business Associate of the Employer.

**TERMS**

In consideration of the mutual promises below and the exchange of information pursuant to this agreement and in order to comply with all legal requirements for the protection of this information, the parties agree as follows:

**Definitions of Terms**

"Business Associate" shall have the meaning given to such term in 45 C.F.R. Section 160.103.

"C.F.R." shall mean the Code of Federal Regulations.

"Designated Record Set" shall have the meaning given to such term in 45 C.F.R. Section 164.501.

"Covered Entity" shall have the meaning given to such term in 45 C.F.R. Section 160.103.

"Electronic Health Record" shall mean an electronic record of health-related information on an individual.

"Electronic Protected Health Information" means Protected Health Information that is transmitted by Electronic Media (as defined in the Security Rule and the Privacy Rule) or maintained in Electronic Media.

"Personal Health Record" shall mean an electronic record of identifiable health information on an individual that can be drawn from multiple sources and that is managed, shared and controlled by or primarily for the individual.

"Privacy Rule" shall mean the rule as defined in 45 C.F.R. Part 160 and Subparts A and E of Part 164.

"Protected Health Information" (or "PHI") shall have the meaning given to such term in 45 C.F.R. Section 164.501, limited to the information created or received by AmeriFlex from or on behalf of Covered Entity.

"Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.501.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

"Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 162, and Parts 164, Subparts A and C. It is acknowledged that the application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations shall apply to a Business Associate of a Covered Entity in the same manner that such sections apply to the covered entity.

"Unsecured Identifiable Health Information" is information that is not protected through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2).

"Vendor of Personal Health Records" shall mean an entity, other than a covered entity that offers or maintains a personal health record.

**Obligations and Activities of AmeriFlex**

AmeriFlex agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as otherwise Required by Law.

AmeriFlex agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.

AmeriFlex agrees to mitigate, to the extent practicable, any harmful effect that is known to AmeriFlex of a use or disclosure of Protected Health Information by AmeriFlex in violation of the requirements of this Agreement.

AmeriFlex agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

AmeriFlex agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by AmeriFlex on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to AmeriFlex with respect to such information.

AmeriFlex agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements of 45 C.F.R. § 164.524.

AmeriFlex agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.

AmeriFlex agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by AmeriFlex on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules. AmeriFlex agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

AmeriFlex agrees to provide to Covered Entity or an individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section B of this BA Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

AmeriFlex shall maintain a comprehensive security program appropriate to the size and complexity of the AmeriFlex's operations and the nature and scope of its activities as defined in the Security Rule.

AmeriFlex and its agents and subcontractors are prohibited from directly or indirectly receiving any remuneration in exchange for an individual's Protected Health Information unless the individual provides a valid authorization for same.

If AmeriFlex determines that a breach of data has been discovered with regard to unprotected health information, AmeriFlex shall notify the Covered Entity immediately of same. The notification should include the identification of each individual whose unsecured protected health information has been, or is reasonably believed to have been accessed, acquired or disclosed during such breach. Such notification to individuals must be made within sixty (60) days from discovering the breach and must be coordinated with and approved by the Covered Entity. Covered Entity will coordinate with AmeriFlex in the determination of additional specific actions that will be required of AmeriFlex for mitigation of the breach.

AmeriFlex shall be responsible for any and all costs associated with the notification and mitigation of a data breach that has occurred because of the negligence of AmeriFlex. However, AmeriFlex shall not be responsible for such costs if such a breach has instead occurred because of the negligence of the Covered Entity or if such breach occurred pursuant to the direction of a representative or agent of the Covered Entity.

AmeriFlex acknowledges that it may be subject to prosecution by the United States Department of Justice and/or state law enforcement agencies for criminal violations of HIPAA in certain instances wherein AmeriFlex obtains or discloses individually identifiable health information without authorization and shall be responsible for any and all costs associated with prosecution.

#### Permitted Uses and Disclosures by AmeriFlex

##### General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, AmeriFlex may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Except as otherwise limited in this Agreement, AmeriFlex may use Protected Health Information for the proper management and administration of AmeriFlex or to carry out the legal responsibilities of AmeriFlex. To the extent practical, the information should be in a limited data set.

Except as otherwise limited in this Agreement, AmeriFlex may disclose Protected Health Information for the proper management and administration of AmeriFlex, provided that disclosures are Required By Law, or AmeriFlex obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies AmeriFlex of any instances of which it is aware that the confidentiality of the information has been breached.

Except as otherwise limited in this Agreement, AmeriFlex may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

AmeriFlex may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

AmeriFlex is required to comply with an individual's restriction request, except as otherwise required by law, if it is to a health plan for payment or health care operation and pertains to a health care item or service for which the health care provider was paid in full "out of pocket."

##### Reporting Improper Use or Disclosure

AmeriFlex shall report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement immediately from the time it becomes aware of such use or disclosure. AmeriFlex shall report to Covered Entity any Security Incident and/or breach immediately from the time it becomes aware of such incident.

##### Obligations of Covered Entity

Covered Entity shall notify AmeriFlex of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect AmeriFlex's use or disclosure of Protected Health Information.

Covered Entity shall notify AmeriFlex of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect AmeriFlex's use or disclosure of Protected Health Information.

Covered Entity shall notify AmeriFlex of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect AmeriFlex's use or disclosure of Protected Health Information.

##### Impermissible Requests by Covered Entity

Covered Entity shall not request AmeriFlex to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### E. Term and Termination

**Term.** The Term of this BA Agreement shall be effective as of the Effective Date of the Agreement. The term of this BA Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to AmeriFlex, or created or received by AmeriFlex on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section E.

**Termination for Cause.** Upon Covered Entity's knowledge of a material breach by AmeriFlex, Covered Entity shall either:

Provide an opportunity for AmeriFlex to cure the breach or end the violation and terminate this Agreement if AmeriFlex does not cure the breach or end the violation within the time specified by Covered Entity;

Immediately terminate this Agreement if AmeriFlex has breached a material term of this Agreement and cure is not possible; or

If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**Effect of Termination.** As a third-party administrator of employee benefit plans, AmeriFlex is generally expected to maintain many records and files that may contain Protected Health Information for a certain period of time after the administration of such plans ceases. As such, AmeriFlex reserves the right to so maintain such files and records, and shall continue the protections accorded to the information in such records under this BA Agreement. Only if the Covered Entity expressly requests the return or destruction of such records and files shall such return or destruction be undertaken, unless AmeriFlex determines subsequent to such request that returning or destroying the PHI is infeasible, in which case AmeriFlex shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such determination, AmeriFlex shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as AmeriFlex maintains such Protected Health Information.

#### F. Indemnification

**Indemnification.** Each party will indemnify and hold harmless the other party to this Agreement from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of, or in conjunction with:

Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and

Any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

#### G. Miscellaneous

**Regulatory References.** A reference in this BA Agreement to a section in the Privacy or Security Rule or HITECH Act and its associated regulations means the section as in effect or as amended.

Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy or Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 or the HITECH Act from the American Recovery and Reinvestment Act of 2009 and its associated regulations.

Survival. The respective rights and obligations of AmeriFlex under Section 3 of this BA Agreement shall survive the termination of this Agreement.

Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rule or HITECH Act and its associated regulations.

**EXHIBIT B: Designation of Outside Plan Representative**

**\*\*\*NOTE: Leave this form blank if no representative will be designated for the plan outside of the Employer.\*\*\***

**PLEASE CHOOSE ONE OF THE FOLLOWING OPTIONS:**

There will be no representative designated for the plan outside of the Employer

An OPR will be designated as follows:

I, (Title), of

(Employer), designate (Name):

of, as an outside plan representative ("OPR") with regard to the Plan(s).

The following terms and conditions shall apply to this designation:

**Plan Administrator.** The OPR shall be deemed a "plan administrator" for the Plan, including but not limited to, the power to make discretionary decisions regarding the Plan and/or participants in the Plan, including the proper application of any relevant federal, state or local laws to the Plan and/or participants in the Plan.

**Access to Protected Health Information.** The OPR shall, in his, her or its capacity as OPR, have the same access to Protected Health Information, as defined in the Business Associate Agreement or elsewhere in the Agreement, as a Plan Administrator would. Employer acknowledges that it has executed a Business Associate Agreement of its own with OPR detailing the protections the OPR will afford to any Protected Health Information received from AmeriFlex and that a copy of such Business Associate Agreement has been provided to AmeriFlex. (PLEASE NOTE: Where applicable, it is the responsibility of the Plan Administrator to have a duly executed Business Associate Agreement in place with the Outside Plan Representative protecting the privacy and security of the Protected Health Information referenced in this paragraph.) Notwithstanding the foregoing, AmeriFlex shall reserve both the right to exercise its discretion with regard to the provision of Protected Health Information to OPR as well as the right to consult with Employer with regard to the same at any time.

**No Obligation to Notify.** AmeriFlex shall consider any directives made by OPR with regard to the Plan and/or participants in the Plan to be directives made by Employer and shall be required to act accordingly. AmeriFlex shall have no obligation to notify Employer of any such directives made by OPR, nor shall any approval be required from Employer before acting on any such directives.

**Indemnification.** Employer shall fully protect, defend and indemnify AmeriFlex for any act or omission of AmeriFlex resulting from any directive made by OPR to AmeriFlex within the scope of the powers granted in Sections 1. and 2 of this document.

**Revocation.** The designation of OPR shall remain in effect perpetually. This designation can be revoked at any time with written notice of same to AmeriFlex. Notwithstanding the foregoing, AmeriFlex shall not be responsible for any act or omission resulting from any directive made by OPR within the scope of the powers granted in Section 1 of this document before such time as AmeriFlex acknowledges receipt of any such revocation.

**EXHIBIT C: Information Required by AmeriFlex for the Administration of COBRA**

**PLEASE NOTE: The Employer's use of a third party to provide the below information to AmeriFlex does not absolve the Employer of its responsibilities to provide timely and accurate information to AmeriFlex.**

AmeriFlex Administrative Services Agreement signed by an authorized agent of Employer. [As soon as AmeriFlex has been selected as COBRA Administrator]

Completed New Client Application. [As soon as AmeriFlex has been selected as COBRA Administrator]

New Plan Member information (i.e. people who enroll in the health plan as employees) [Within 30 days of employee's enrollment in the company plan]

The following information must be provided for each covered employee, spouse and dependant(s):

Name, Last-Known Mailing Address, DOB, Social Security Number, Contact Information

Date of hire

Date of original plan enrollment

Gender

NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.

Takeover Qualified Beneficiary/Assistance Eligible Individual information [Upon completion of Employer Application and Administrative Services Agreement]

The following information must be provided for each QB, including spouse and dependant(s):

Name, Last-Known Mailing Address, DOB, Social Security Number, Contact Information

Relationship to covered employee (if spouse/dependant)

Date and Type of Qualifying Event

Date of hire

Date of original plan enrollment

Date of original Specific Rights Notice/Qualifying Events Notice

Gender

Specific group health plan information (i.e. the enrolled plan(s) before the QE)

Paid-through date (if QB has elected COBRA) – AmeriFlex will begin billing the month after the paid-through date.

ARRA Assistance Eligible Individual (AEI) status: eligible/ineligible, date of notification, election, first month of subsidy for AmeriFlex to apply.

Employer subsidies, if any

NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.

New Qualified Beneficiary/Assistance Eligible Individual information [Within 15 days of receiving notice of the Qualifying Event]

The following information must be provided for each QB, including spouse and dependant(s):

Name, Last-Known Mailing Address, DOB, Social Security Number, Contact Information

Relationship to covered employee (if spouse/dependant)

Date and Type of Qualifying Event

Date of hire  
 Date of original plan enrollment  
 Gender  
 Specific group health plan information (i.e. the enrolled plan(s) before the QE)  
 ARRA Assistance Eligible Individual (AEI) status: eligible/ineligible.  
 Employer subsidies, if any  
 NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.  
 Group Health Plan Information including each current plan option, plan levels, dependent status, current premium amounts, plan year dates, policy number, and policy contract dates (During initial implementation and 30 days before plan renewals).  
 NOTE: If AmeriFlex does not receive updated plan info/renewal rates 30 days prior to the plan renewal, participants cannot be properly billed and may lose coverage. The Department of Labor has said that COBRA participants cannot be back-billed for retroactive premium increases.  
 NOTE: If Employer offers an HRA or Medical FSA, it must be offered to QBs. Please include an HRA or Medical FSA as a separate plan. Employer should use an actuarial analysis to determine "cost" of any HRA plan for calculation of premium.  
 NOTE: If a Plan coverage ends "end of month" for new QBs, AmeriFlex will assume "Extended Employer Notice Rule" applies pursuant to ERISA § 607(5); Code § 4980B (j)(8); Treas. Reg. § 54.4980B-7, Q/A-4(b).  
 A Summary Plan Document (SPD) if the plan does not conform to standard COBRA guideline minimums. [Upon completion of Employer Application]  
 A copy of each medical carrier invoice. If AmeriFlex does not receive timely carrier invoices, the plan may be charged a penalty. [Upon completion of Employer Application and every 6 months thereafter]  
 Open Enrollment changes for active COBRA participants [Within 7 days of open enrollment period]  
 NOTE: As the plan sponsor, Employer is solely responsible for the open enrollment of COBRA participants.  
 Customer Service and Enrollment Contact information for each plan. [Concurrent with Employer Application and within 2 days of Information changing]  
 NOTE: AmeriFlex will send all COBRA enrollment and termination notifications to the enrollment contact listed under each plan. Incorrect or out of date enrollment contact information will result in delays in processing.

**EXHIBIT D: COBRA Fee Schedule**

**COBRA Administration Services, as Described in Article III**

|                                                                  |               |
|------------------------------------------------------------------|---------------|
| 1. Initial Case Set-Up Fee                                       | \$0.00        |
| 2. Annual Renewal Fee                                            | \$175.00      |
| 3. AmeriFlex Mongoose® Client Web Portal and Real-Time Reporting | \$0.00        |
| 4. Per Enrolled Participant Per Month Fee                        | \$0.75        |
| 5. Monthly Minimum Fee                                           | \$75.00       |
| 6. Individual General Rights Notification                        | \$0.00/letter |
| 7. Open Enrollment Kits for COBRA Participants (upon request)    | \$15.00/kit   |
| 8. Blanket Mailing of General Rights Notification (upon request) | \$5.00/letter |
| 9. Nonstandard Reports, Letters, Special Requests, etc           | case-by-case  |

Note: The Blanket Mailing of General Rights Notification (8) is optional upon request. This notification may be requested by the Employer if it is discovered that some new hires may not have received initial letters or if it is preferred that AmeriFlex send a blanket mailing of General Rights Notifications to all employees.

**EXHIBIT E: Sample COBRA Implementation Timeline & Procedures**

| Action Item                                                                 | Responsible Party | Start Date | Deadline | Notes                                                                                                   |
|-----------------------------------------------------------------------------|-------------------|------------|----------|---------------------------------------------------------------------------------------------------------|
| Review, sign and return Administrative Service Agent and Client Application | Employer/Broker   | Day 1      | Day 5    | All paperwork must be approved by AmeriFlex Internal Sales & Support before installation and activation |
| Review and Sign Designation of OPR Form                                     | Broker            | Day 1      | Day 5    | Req'd if broker is acting on behalf of Employer                                                         |
| Installation and Activation of Employer data in AmeriFlex Mongoose System   | AmeriFlex         | Day 5      | Day 15   |                                                                                                         |
| AmeriFlex Installation Conference Call                                      | AmeriFlex         | Day 5      | Day 20   |                                                                                                         |
| Receive Current COBRA Participant Data                                      | Employer          | Day 5      | Day 15   |                                                                                                         |
| Mail Administrator Change Letters to current COBRA Participants (Takeovers) | AmeriFlex         | Day 20     | Day 20   |                                                                                                         |

**EXHIBIT F: Health FSA Guidelines**

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

**Service Charges:**

In addition to the initial setup fee of \$ and an annual renewal fee of \$, the monthly fees charged for each Participant enrolled in the Health FSA as of the first day of each month for the term of the Agreement shall be \$ per Participant per month (subject to \$ minimum fee per month).

**NOTE 1:** These service charges also include DCFSAs and CRA services.

**NOTE 2:** IF HRA or HSA is also elected, these fees reflect combined pricing.

**Services Included:**

Employer is responsible for all legal requirements and administrative obligations with regard to the Health FSA, except for the following administrative duties (to be performed by AmeriFlex):

As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, AmeriFlex shall make the requested change in the Participant's election as soon as practicable.

Upon request by the Employer only, AmeriFlex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the Health FSA only. Employer shall be responsible for reviewing the information provided by AmeriFlex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.

AmeriFlex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the health FSA at its convenience. It is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.

AmeriFlex shall administer claims on the Employer's behalf. AmeriFlex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. AmeriFlex shall follow the requirements of ERISA with regard to denial of claims.

**Services Not Included:**

AmeriFlex is not responsible for any of the following:

Employer's compliance with COBRA (except where AmeriFlex has been engaged to administer COBRA for the Employer) or compliance with HIPAA portability provisions. Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the Health FSA and any "ultimate" decisions with regard to plan compliance.

**EXHIBIT G: DCFSA Guidelines**

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

**Service Charges:**

See Note 1 in the "Service Charges" section of Exhibit F.

**Services Included:**

Employer is responsible for all legal requirements and administrative obligations with regard to the DCFSAs, except for the following administrative duties (to be performed by AmeriFlex):

As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, AmeriFlex shall make the requested change in the Participant's election as soon as practicable.

AmeriFlex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the DCFSAs at its convenience.

Especially if highly-compensated employees are participating in the DCFSAs, it is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.

AmeriFlex shall administer claims on the Employer's behalf. AmeriFlex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. AmeriFlex shall follow the requirements of ERISA with regard to denial of claims.

**Services Not Included:**

AmeriFlex is not responsible for any of the following:

Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the DCFSAs and any "ultimate" decisions with regard to plan compliance. These decisions remain the responsibility of the plan sponsor.

**EXHIBIT H: CRA Guidelines**

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

**Service Charges:**

See Note 1 in the "Service Charges" section of Exhibit F.

**Services Included:**

Employer is responsible for all legal requirements and administrative obligations with regard to the CRA, except for the following administrative duties (to be performed by AmeriFlex):

As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, AmeriFlex shall make the requested change in the Participant's election as soon as practicable.

AmeriFlex shall administer claims on the Employer's behalf. AmeriFlex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. AmeriFlex shall follow the requirements of ERISA with regard to denial of claims.

**Services Not Included:**

AmeriFlex is not responsible for any of the following:

Determining whether Employer's plan documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.

Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the CRA and any "ultimate" decisions with regard to plan compliance. These decisions remain the responsibility of the plan sponsor.

#### EXHIBIT I: HRA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

##### Service Charges:

(HRA only) In addition to the initial setup fee of \$0.00 and an annual renewal fee of \$175.00, the monthly fees charged for each Participant enrolled in the HRA as of the first day of each month for the term of the Agreement shall be \$4.00 per Participant per month (subject to \$75.00 minimum fee per month).

(Combo) In addition to the initial setup fee of \$0.00 for combined services of FSA and HRA (and COBRA administration if requested) and an annual renewal fee of \$175.00, the monthly fees charged for each Participant enrolled in the HRA and/or the FSA as of the first day of each month for the term of the Agreement shall be \$4.00 per Participant per month (subject to \$75.00 minimum fee per month). The service charges described in Exhibit F are not in addition to the fees listed here.

##### Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the HRA, except for the following administrative duties (to be performed by AmeriFlex):

As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

Upon request by the Employer only, AmeriFlex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the HRA only. Employer shall be responsible for reviewing the information provided by AmeriFlex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.

AmeriFlex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the HRA at its convenience. It is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.

AmeriFlex shall administer claims on the Employer's behalf. AmeriFlex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. AmeriFlex shall follow the requirements of ERISA with regard to denial of claims.

##### Services Not Included:

AmeriFlex is not responsible for any of the following:

Employer's compliance with COBRA (except where AmeriFlex has been engaged to administer COBRA for the Employer) or compliance with HIPAA portability provisions.

#### EXHIBIT J: HSA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

##### Service Charges:

(HSA only) In addition to the initial setup fee of \$<<<N/A>> and an annual renewal fee of \$<<<N/A>>, the monthly fees charged for each Participant enrolled in the HRA as of the first day of each month for the term of the Agreement shall be \$<<<N/A>> per Participant per month (subject to \$<<<N/A>> minimum fee per month).

(Combo) In addition to the initial setup fee of \$ for combined services of HSA, FSA and HRA (and COBRA administration if requested) (in any combination) and an annual renewal fee of \$, the monthly fees charged for each Participant enrolled in the HRA and/or the FSA as of the first day of each month for the term of the Agreement shall be \$ per Participant per month (subject to \$ minimum fee per month). The service charges described in either Exhibit F or Exhibit H are not in addition to the fees listed here.

##### Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the HSA, except for the following administrative duties (to be performed by AmeriFlex):

As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

Upon request by the Employer only, AmeriFlex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation, if any, with regard to the HSA only. Employer shall be responsible for reviewing the information provided by AmeriFlex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.

Claims shall generally be paid via an electronic payment card administered by AmeriFlex. For all other claims, AmeriFlex shall make commercially reasonable efforts to disburse any benefit payments by check that it determines to be due within ten (10) business days of the day on which AmeriFlex receives the claim. AmeriFlex shall not be responsible for the failure to make payments due to acts or omissions of the HSA trustee or custodian.

AmeriFlex shall be a claims-paying agent only and shall have no role or authority as an HSA trustee or custodian, nor shall it have any duties or obligations appurtenant thereto.

##### Services Not Included:

AmeriFlex is not responsible for any of the following:

Determining whether Employer's plan documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.

Any services normally provided by an HSA trustee or custodian, including any reporting requirements and any "ultimate" decisions with regard to plan compliance.

These decisions remain the responsibility of the plan sponsor.

#### EXHIBIT K: Billing Services Guidelines

NOTE: This Exhibit is completed only if the Employer selected the Billing Services. If "N/A" appears in the spaces below, the Employer has not selected these services and should disregard this Exhibit for purposes of the Agreement

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

##### Effective Date and Term:

Notwithstanding anything in the Agreement that may be to the contrary, with regard to Billing Services only, the Agreement shall be effective N/A ("Billing Services Effective Date") and the initial term will be:

The initial 12-month period commencing on the Billing Services Effective Date; or,

From the Billing Services Effective Date through  
Thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions  
of Section 8.4 of the Agreement.

**Services Included:**

AmeriFlex shall be responsible for:

N/A

**Services Not Included:**

AmeriFlex shall not be responsible for:

N/A

**Employer Responsibilities:**

Employer shall be responsible for:

N/A

**Service Charges:**

N/A

###

| <i>Jefferson County Policies &amp; Procedures</i> |                       |           |                 |
|---------------------------------------------------|-----------------------|-----------|-----------------|
| Policy Name:                                      | Purchase Order Policy | Approved: | 12-19-2013      |
| Policy Number:                                    | Finance – 305         | Author:   | Keyser /Stanton |
| Associated:                                       |                       |           |                 |

The purpose of this policy is to establish a uniform procedure for processing all purchase orders for the county. A purchase order is to be used for all items to be purchased. Reimbursements do not need to be on a purchase order, but must be submitted with an expense report, along with itemized receipts and supervisor's approval.

Purchase orders must be written for any items to be purchased. Items at or below \$250 require a purchase order to be approved by the County Administrator. Purchased items at or above \$250 require County Commission approval, which is also the same level established for the PCard Program. Please note items should not be purchased separately to avoid the \$250 limit when ordering in bulk.

The process for Purchase Orders (PO) ~~at or above \$250~~ is as follows:

-- The purchase orders are electronic fillable forms. **If you do not have a copy of the form, it will be available on the county website at [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org).**

--The PO is to be completed in its entirety including the budget line item from which the ~~expense~~ expenditure should be paid. **If you do not have an available budget balance in the specific account then a budget transfer will also need to be submitted. The account coding on the PO must represent the appropriate account classification for the item being purchased. For example if supplies are coded to professional services the PO will be declined for misclassification of the expenditure type.**

~~--The PO is submitted to the Commission Staff to be included on the next Commission Meeting Agenda.~~

**When the electronic PO is completed it should be saved and sent to the Commission Office at [Purchaseorders@jeffersoncountywv.org](mailto:Purchaseorders@jeffersoncountywv.org) as an email attachment.**

**--If the PO is over \$250, and filled out correctly, it will be placed on the agenda for the next Commission meeting. If under \$250 the PO will be reviewed by the County Administrator. If the PO is not approved the Commission staff will respond to the requestor by email, with the PO as an attachment with the reason why the PO was not approved.**

~~--Once the PO is approved, the Commission Staff sends the entire PO to Accounts Payable.~~

**--Once the PO is approved the Commission staff will send the PO in paper form to the Accounts Payable office. If the budgeted line item has the appropriate funds, Accounts Payable will process the PO. If the budgeted line item does not have the necessary funds to pay for the total**

invoice process the PO, the invoice PO will be denied by Accounts Payable and returned to the PO originator. It will be the purchaser's requestor's responsibility to complete a budget revision form, and obtain the signature of the Finance Director, the department manager may have to and appear before the Commission to have monies moved within their budget to accommodate the purchase.

-When the PO is entered into the accounts payable software system a PO number will be assigned to the purchase and Accounts Payable will return one copy of the approved PO back to the requestor in paper form.

--Accounts Payable will distribute a pink and white copy back to the originator indicating the purchase has been approved. (Accounts Payable keeps the blue and yellow copies).

--ONLY at that point, should the originator of the PO purchase the item(s). Once the item is purchased and an invoice is obtained, the white copy of the purchase order with an itemized receipt attached should be returned to the Accounts Payable department.

--When the requestor receives a copy of the approved PO the requestor then can place the order with the vendor, the order should not be placed prior to the PO being approved. Once the item is received and the invoice is obtained the requestor should attach their copy of the approved PO to the invoice and send both forms to Accounts Payable for payment. Note: A statement is not an invoice, if you are attaching a statement to be paid it must have copies of the invoices attached to it in order for the payment to be processed. If the budgeted line item has the appropriate funds, Accounts Payable will then process payment. A check, along with the invoice will be mailed to the vendor. Accounts Payable will keep one copy of the invoice and one copy of the purchase order for their files for auditing purchases.

--If the purchase was not authorized by the Commission or there are insufficient funds within their overall department budget to purchase the item, it is the responsibility of the purchaser to either return the product or be personally responsible.

--All purchases must be for reasonable and necessary costs. No purchases shall be made in excess of the amount approved by the Commission, unless the difference is strictly due to state tax and shipping costs.

While purchase orders serve an important purpose for being able to place orders with vendors, every consideration should be given for utilizing the Jefferson County PCard. By utilizing the Pcard, it provides a rebate for the County which is additional revenue. This revenue is returned to the General Fund.

Exceptions: If the purchase is a required emergency for continued employee productivity or our citizens' use of our services and buildings, the maintenance department manager (in conjunction with the County Administrator) has the authority to spend up to \$10,000, if time is of the essence. Examples of exceptions would be, but not limited to, heating and air conditioning of the buildings, elevators for the public, car repairs for the deputies, or weather emergencies. If the purchase is above \$10,000,

the maintenance department manager would be required to email Commissioners to seek approval. Either exception requires the maintenance department manager to submit the PO through the agenda at the next regularly scheduled meeting for approval/ratification.

**Collection of Ambulance Fee - Update**

**Software - Contract approval pending legal review**

**Office renovation**

**Mailings - contract approval withy Jefferson Center**

**Billing goal set for 1<sup>st</sup> week in August**

**Press Release week before bills go out**

**JEFFERSON COUNTY COMMISSION  
EMERGENCY SERVICE AGENCY**

**BASIC ORDERING AGREEMENT (BOA)**

**FOR**

**AMBULANCE FEE SOFTWARE AND MAINTENANCE**

**Contract No.**

**T017.1.003.JEF**

**July 1, 2014**



Prepared By  
Global Science & Technology, Inc.  
WV Division  
2000 Green River Drive, Suite 100  
Fairmont, West Virginia 26554

|                                                                           |  |
|---------------------------------------------------------------------------|--|
| Jefferson County Comm/ESA<br>Basic Ordering Agreement (BOA)<br>07/01/2014 |  |
|---------------------------------------------------------------------------|--|

**COMMERCIAL CONTRACT FOR SERVICES**

This Contract entered into by and between the Jefferson County Commission, Emergency Service Agency, doing business in the State of West Virginia, (hereinafter sometimes referred to as the "Customer") and Global Science & Technology, Inc. WV Division, (hereinafter sometimes referred to as the "Contractor") having a place of business at 2000 Green River Drive, Suite 100, Fairmont, WV 26554.

WITNESSETH THAT:

Whereas, the Jefferson County Commission, Emergency Service Agency desires to utilize the Contractor's technology and engineering services. Whereas, the Contractor desires to provide those services, now therefore in consideration of the promises contained herein, the Jefferson County Commission, Emergency Service Agency and Contractor do mutually agree as follows:

**(1) BASIC TERMS AND CONDITIONS**

The basic contracting terms and conditions are applicable to all options executed under this Basic Ordering Agreement (BOA). The anticipated tasks that will be submitted under this BOA are listed in this document.

The Contractor shall submit a technical description of work to be performed and a Cost Quote for each task to the customer for acceptance and approval if the task does not fall under the Items to be Covered portion of this document.

The Contractor shall not proceed with any work under this contract without prior written authorization from the Jefferson County Commission, Emergency Service Agency.

The Contractor shall furnish the services, together with all related personnel, facilities, supplies and materials needed to perform the specified task unless specifically noted in an individual task description, also referred to as a Statement of Work (SOW).

**1.1 PERIOD OF PERFORMANCE**

Basic Ordering Agreement: July 1, 2014 to June 30, 2015

**1.2 CONTRACT NUMBER**

This Contract Number is T017.1.003.JEF and will be submitted on all invoices.

**1.3 PAYMENT/INVOICES**

All costs claimed under this contract must be allowable, allocable, and adequately supported by accounting records and other auditable data. The contractor may invoice the Jefferson County Commission, Emergency Service Agency on a monthly basis. Invoices for expenses incurred shall be submitted in duplicate to the address indicated below: (Please fill in)

|                             |
|-----------------------------|
| Jefferson County Commission |
| Emergency Service Agency    |
| 100 E. Washington Street    |
| Charles Town, WV 25414      |

|                                                                           |  |
|---------------------------------------------------------------------------|--|
| Jefferson County Comm/ESA<br>Basic Ordering Agreement (BOA)<br>07/01/2014 |  |
|---------------------------------------------------------------------------|--|

Payment of said invoices shall be contingent upon approval by the Jefferson County Commission, Emergency Service Agency. Payments shall be made upon presentation of proper invoices. Invoice terms are net 30 days after receipt of acceptable materials or services and invoice. Invoices shall be presented in such detail as is necessary for the Jefferson County Commission, Emergency Service Agency to be able to determine the reasonableness of the costs and/or prices quoted therein.

**2.0**

**Statement of Work (SOW):**

**ITEM No. 1:**

**Phase 1: Basic Ambulance Fee Software**

- Upload of data from spreadsheet
- Preparation of statements for printing
- Fee Collection/Receipting
- Per Clerk Transaction Accounting
- Monthly Cash/Receivables reports
- Initial Setup/Installation/Training
- Deliverable 3 weeks from contract approval
- 

**Price: \$5,000.00 (One-Time Fee)**

**ITEM No. 2:**

**Phase 2: Additional Modules for Delinquent Enforcement and Automatic Data Uploading**

- Delinquent Reports
- Automatic Fee Increases
- Data coordination with Assessor's Office for automatic uploading
- Deliverable on or before September 30, 2014
- 

**Price: \$2,500.00 (One-Time Fee)**

**ITEM No. 3:**

**Annual Maintenance**

- Unlimited Phone/Email/Remote Access support
- 

**Price: \$1,800.00 (Annual recurring Fee beginning July 1, 2015)**

**Schedule:**

Work will commence immediately upon receipt of signed contract.

**Payment Terms:**

Payment will be due for each item 30 days after the invoice date. Each month will be invoiced prior to services rendered according to the pricing schedule below:

**Pricing for Expenses and Per Diem**

In the event GST travels to your facility or a facility related to this project to facilitate the solution of a problem we **will not** bill for mileage or per diem.

**Payment Schedule and Terms**

GST's contract for Technical Support services would be for twelve (12) months beginning July 1, 2014 and concluding June 30, 2015.

|                                                                           |  |
|---------------------------------------------------------------------------|--|
| Jefferson County Comm/ESA<br>Basic Ordering Agreement (BOA)<br>07/01/2014 |  |
|---------------------------------------------------------------------------|--|

Payment Terms will be Net 30.

Invoices paid more than 30 days past due are assessed interest at 1-1/2 % per month (18% annually) of the total invoice amount.

GST has set up minimum administration security to enable troubleshooting and modifications by several individuals during the set up of the network. We will provide tighter security as we begin administration tasks. Please keep in mind that GST does not take responsibility for networks that have security breaches or are "hacked" by unauthorized users. Administrator rights are a large responsibility. Those granted Administrator rights should understand the responsibility of this privilege.

**(3) STANDARD TERM AND CONDITIONS**

**3.1 Notices**

Any notices required to be given hereunder shall be given in writing at the address of each party herein set forth or to such other address as either party may substitute by written notice to the other.

| <b>If to Customer:</b>                                                                                        | <b>If to Contractor:</b>                                                                                                              |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Jefferson County Commission<br>Emergency Service Agency<br>100 E. Washington Street<br>Charles Town, WV 25414 | Global Science & Technology Inc.<br>WV Division<br>2000 Green River Drive, Suite 100<br>Fairmont, WV 26554<br>Attn: Sandra K. Stewart |

**3.2 Contacts**

Each Party's contractual and technical representatives for this Contract shall be designated in writing. Either party may, by written notice to the other, change such representatives at any time. Contacts with the Customer which affect the contract ceiling, schedule, Contract Tasks, or other contract terms and conditions shall be made with the authorized contractual representative. No changes to this contract will be binding upon Customer unless incorporated in a written modification to the contract and signed by Customer's contractual representative.

All effort authorized shall be performed under the technical direction of Customer's technical representative. When, in Contractor's opinion, such technical direction constitutes a change to the Contract Agreement; Customer's contractual representative shall be notified immediately for authorization of such change. Until such authorization is granted by Customer's contractual representative, Contractor shall perform in accordance with the Contract Agreement as written.

**3.3 Proprietary Information and Non Disclosure**

During the term of this Contract, Customer and Contractor, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical and other information as is reasonably required for each to perform its obligations hereunder. Customer and Contractor each agree to keep in confidence and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know, all information received from the other which is in writing and designated by appropriate stamp or legend to be of a proprietary nature and to use such information only in connection with their obligations under this Contract; provided, however, that neither party shall be liable for disclosure or use of such data if the same is:

1. In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party

|                                                                           |  |
|---------------------------------------------------------------------------|--|
| Jefferson County Comm/ESA<br>Basic Ordering Agreement (BOA)<br>07/01/2014 |  |
|---------------------------------------------------------------------------|--|

2. Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition
3. Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information
4. Used or disclosed with the prior written approval of the disclosing party
5. Disclosed without restriction to the receiving party from a source other than the disclosing party
6. Used or disclosed after a period of time mutually agreed upon in writing by the parties

No sheet or page of any written material will be so labeled which is not, in good faith believed to contain proprietary information. A recipient of information hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the item(s) of proprietary information, is furnished to the recipient within 15 calendar days.

If any portion of a party's proprietary information falls within any one of the above exceptions, the remaining information shall continue to be subject to the foregoing prohibitions and restrictions.

### **3.4 Assignments and Contracts**

The Contractor may assign portions of work conducted under this BOA to qualified subcontractors without the prior written consent of the Customer. However, Global Science & Technology, Inc. shall be responsible for all work conducted under this BOA.

### **3.5 Task Assignments**

All tasks identified in the Statement of Work are subject to the terms and conditions of this Contract. In the event of conflict between a task and this Contract, the Contract shall prevail.

### **3.6 Limitation of Liability**

Customer's maximum liability shall not exceed the fully executed Contract amount.

#### **3.6.1 Indemnification**

Contractor shall indemnify and save Customer harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by an act or omission of Contractor, its lower-tier Contractors, agents, or employees, including any and all expense, legal or otherwise, incurred by Customer in the defense of any claim or suit arising out of the work done under this Contract; provided, however, the Contractor shall not be liable for injury to persons or property caused by the sole negligence of Customer, its agents, and employees. Both Parties shall maintain such Public Liability, Property Damage, and Employee's Liability and Compensation Insurance as will protect the other party from any of said risks and from any claims under any applicable Workmen's Compensation and Occupation Disease Acts. Customer shall promptly notify Contractor of any claim against Customer which is covered by this indemnification provision and shall authorize representatives of Contractor to settle or defend any such claim or suit and to represent Customer in, or to take charge of, any litigation in connection therewith.

#### **3.6.2 Infringement Indemnity**

In lieu of any other warranty by Customer or Contractor against infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any suit against Customer or its customers based on a

claim that any item furnished under this order or the normal use or sale thereof infringes any US Letters, patent or copyright, and shall pay cost and damages finally awarded in any such suit, provided that Contractor is notified in writing of the suit and given authority, information, and assistance at Contractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Contractor, at no expense to Customer, shall obtain for Customer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Customer and extend this patent indemnity thereto.

### **3.7 Intellectual Property Rights and New Technology and Data Rights**

Title to all intellectual property including, without limitation, any inventions, discoveries, works, material or data, computer software, or algorithms, whether or not it can be protected by patent, trade secret, or copyright, conceived, developed, made, or first reduced to practice by Customer in the course of performance of this Contract, shall remain with Customer.

The Parties acknowledge that during performance under the Contract, new technologies, proprietary and confidential concepts, methods, techniques, processes and ideas, whether or not patentable or copyrightable, and whether or not constituting inventions ("New Technologies"), may result. All right, title, and interest, including trademarks, copyright interests, and other forms of intellectual property, in and to such New Technologies developed by Customer, alone or in combination with Contractor, its employees, or agents, shall be the exclusive property of Customer. Contractor agrees that any efforts or contributions of Contractor or its employees to the creation or development of the New Technologies, except as licensed herein, shall upon their creation or development, be owned exclusively by Customer. To the extent that exclusive title or ownership may not vest in Customer, Contractor hereby relinquishes claims and assigns to Customer all rights in, and the exclusive ownership to, the New Technologies. During and subsequent to the term of this Contract, Contractor agrees to execute all documents and provide reasonable assistance as requested by Customer to assist Customer in obtaining and protecting Customer's interests in any such New Technologies which Contractor elects to maintain anywhere in the world.

### **3.8 Customer Provided Equipment, Tools, and Materials**

Contractor agrees it will keep confidential and not use any material, computer hardware, other equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Customer for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of larger quantities, without prior written consent of Customer. All material, computer hardware, other equipment, designs, sketches, specifications, computer programs and software, or other data or information supplied by Customer, whether loaned to Contractor or fabricated, manufactured, purchased or otherwise acquired by Contractor for the performance of this Contract and specifically charged to Customer are the property of the Customer. Contractor shall keep adequate records, and shall identify, store, protect, preserve, repair, and maintain such property in accordance with sound industrial practice and Contractor's standard property accounting procedures. Contractor agrees to replace, at its expense, all such items not so returned. Contractor shall make no charge for any storage, maintenance or retention of such property of Customer. Contractor shall bear all risk of loss for all of Customer's property in Contractor's possession.

### **3.9 Non-Waiver of Rights**

The failure of Customer to insist upon strict performance of any of the terms and conditions in the Contract or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter.

### **3.10 Validity**

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

|                                                                           |  |
|---------------------------------------------------------------------------|--|
| Jefferson County Comm/ESA<br>Basic Ordering Agreement (BOA)<br>07/01/2014 |  |
|---------------------------------------------------------------------------|--|

### 3.11 Disputes

Any dispute arising under this Contract which is not settled by agreement of the parties will be settled in the following manner.

1. Either party may deliver to the other a written dispute notice setting forth a brief description of the issue(s). Such notice initiates the dispute resolution mechanism.
2. During the sixty day period following the delivery of the dispute notice, appropriate representatives of both parties will negotiate in good faith to resolve the disputed issue(s).
3. If the Parties are unable to resolve the dispute through negotiation, then within thirty (30) days after the negotiation period ends, the Parties will refer the issue to The American Arbitration Association for final resolution. The procedures for presentation of each Party's position and the method by which The American Arbitration Association will reach and render a decision will be determined when the matter is referred thereto. If the Parties are unable to agree on such procedures, which The American Arbitration Association shall determine the procedures and methods to be used.
4. Unless the Parties otherwise agree in advance in writing, the decision of The American Arbitration Association will be final and binding on the Parties.

Pending any decision, appeal, or judgment referred to in this clause or the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of this Contract.

### 3.12 Entire Agreement

Upon acceptance of this Contract, Contractor agrees that the provisions under this Contract, including all documents incorporated herein by reference, shall constitute the entire Agreement between the parties hereto and supersede all prior agreements relating to the subject matter hereof. This Contract may not be modified or terminated orally, and neither modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

### 3.13 General Relationship

Contractor agrees that in all matters relating to this Contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Contract. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Customer and shall have no authority to represent Customer as an agent.

### 3.14 Applicable State Law and Compliance

This Contract shall be governed by and construed in accordance with the laws of the State of West Virginia. Contractor agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued hereunder.

### 3.15 Order of Precedence

In the event of an inconsistency or conflict between or among the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Basic Ordering Agreement (BOA)
2. Statement of Work (SOW)

|                                                                           |  |
|---------------------------------------------------------------------------|--|
| Jefferson County Comm/ESA<br>Basic Ordering Agreement (BOA)<br>07/01/2014 |  |
|---------------------------------------------------------------------------|--|

In witness whereof, the duly authorized representatives of the Customer and Contractor have executed this Contract on the dates shown.

**JEFFERSON COUNTY COMMISSION,  
EMERGENCY SERVICE AGENCY  
(Customer)**

**GLOBAL SCIENCE & TECHNOLOGY, INC.  
(CONTRACTOR)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**SANDRA K. STEWART**

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

**DIRECTOR OF CONTRACTS**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Sandy McDonald

---

**From:** sandymcdonald@frontiernet.net  
**Sent:** Monday, July 14, 2014 10:14 AM  
**To:** sandy  
**Subject:** Fw: Re: Quote for mailing

--- On Mon, 6/16/14, [jccoajcdirector@frontier.com](mailto:jccoajcdirector@frontier.com) <[jccoajcdirector@frontier.com](mailto:jccoajcdirector@frontier.com)> wrote:

> From: [jccoajcdirector@frontier.com](mailto:jccoajcdirector@frontier.com) <[jccoajcdirector@frontier.com](mailto:jccoajcdirector@frontier.com)>  
> Subject: Re: Quote for mailing  
> To: "sandymcdonald@frontiernet.net" <[sandymcdonald@frontiernet.net](mailto:sandymcdonald@frontiernet.net)>  
> Date: Monday, June 16, 2014, 1:04 PM  
> so I  
> just finished the time study the total if we are to base it off of per  
> piece for 20,000 documents would be 1,738 but we may be able to try  
> for min wage at \$7.25 and bill for hours worked. the only thing would  
> be if I base it off of another contract that we work on based off min  
> wage we charge them \$340.00 for 48 hours of work for 2,500 pieces.  
> (2,500/\$7.25=\$344) so your contract could take a shorter amount of  
> time but most likely you will save with the piece rate but the min  
> wage based off of the numbers I get would be (20,000/\$7.25=2,758) so  
> going with the piece rate seems to save you money but clients could  
> work through the contract quickly and we would be able to save you  
> money possibly. these are just rough estimates, if we were able to  
> have the contract then we would of course try to save you as much as  
> possible.  
> [Haley LairdJCCOA Jefferson Center](mailto:Haley.LairdJCCOA@jeffersoncenter.com)  
> [Directorjccoajcdirector@frontier.comoffice](mailto:Directorjccoajcdirector@frontier.comoffice)  
> 304.728.1076fax  
> 304.728.1078 The information is intended to be for the use of the  
> individual or entity named above and therefore not shared. If you are  
> not the intended recipient, be aware that any disclosure, copying,  
> distribution, or use of the contents of this message is prohibited. If  
> you have received this electronic transmission in error, please notify  
> me by telephone at (304) 728.1076 immediately.

>  
>  
> On Monday, June 16,  
> 2014 11:23 AM, "[jccoajcdirector@frontier.com](mailto:jccoajcdirector@frontier.com)"  
> <[jccoajcdirector@frontier.com](mailto:jccoajcdirector@frontier.com)>  
> wrote:

>  
>  
> I am doing a quick time study on the  
> single tri fold document because it will be cheaper than the double  
> the we are used to. I will know something by no later than 3pm  
> today. Just some numbers for now. Insert would be \$306 for 20,000.  
> Sealing would be \$508 for 20,000. we are just waiting on the numbers  
> for tri folding. Haley LairdJCCOA Jefferson Center  
> [Directorjccoajcdirector@frontier.comoffice](mailto:Directorjccoajcdirector@frontier.comoffice)  
> 304.728.1076fax  
> 304.728.1078 The information is intended to be for the use of the  
> individual or entity named above and therefore not shared. If you are

> not the intended recipient, be aware that any disclosure, copying,  
> distribution, or use of the contents of this message is prohibited. If  
> you have received this electronic transmission in error, please notify  
> me by telephone at (304) 728.1076 immediately.

>  
>  
> On Friday, June 13,  
> 2014 11:17 AM, "[sandymcdonald@frontiernet.net](mailto:sandymcdonald@frontiernet.net)"  
> <[sandymcdonald@frontiernet.net](mailto:sandymcdonald@frontiernet.net)> wrote:

>  
>  
> Haley,

>  
> Good Friday morning! I am  
> emailing you to see if I could  
> get an idea on how much it would cost to do a massing mailing for the  
> Jefferson County Commission.

>  
> We are kicking some ideas  
> around and we will be begin sending out Ambulance Fee invoices soon.

>  
> Of course, I  
> spoke with Commissioner Dale Manuel and he will support this venture  
> on both sides.

>  
> It will an invoice  
> (1 page) stuffed in the envelope and sealed. We have a mail room so  
> we will probably just run that part through that office for postage.  
> It sees like there may be approximately 20,000 to do. How much do you  
> think that cost may be? The only snag may be timing. The Ordinance  
> says that bills go out in July so there may only be a few weeks to  
> complete this and I am not sure if you are already doing another large  
> project.

>  
> Thank you so much and please let me know if have any questions.

>  
> Talk to  
> you soon!

>  
> Sandy  
> McDonald

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



Name: Jane Tabb

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 1 hour

Date Requested – 1<sup>st</sup> Choice: July 17, 2014

*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*): Discussion between the Jefferson County Commission and the PSD (Public Service District) for the PSD to update the Commission on:

--PSD projects

--PSD funding sources

--PSD citizen communication

This meeting will be a discussion between the Jefferson County Commission and the PSD. Future action steps regarding this issue may also be determined at this meeting.

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? \$

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: Attached

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/COMMENTS**

Financial Impact – \$1500 from Commission budget from potential health care savings.

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



Name: Commissioners Dale Manuel and Lyn Widmyer

Department or Organization: Click here to enter text.

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: July 17

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): WV Infrastructure and Jobs Development Council (IJDC) review of funding requests from Jefferson County PSD

Please provide the County Commission with a description of your request or presentation, including any background information: The Jefferson County Public Service District (PSD) has submitted grant and loan requests to the WV Infrastructure and Jobs Development Council (IJDC) for more than \$40 million for water and sewer projects. The total allocation available for the 2<sup>nd</sup> congressional district is only \$20.4 million. Requests are pending from other parts of the 2<sup>nd</sup> District for \$11.4 million of this amount, leaving only \$9 million for distribution.

Reliance on the state to fund all proposed PSD projects is not a viable option.

Is this a funding request? Y/N NO

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): Request that IJDC consider the least expensive of the options submitted by PSD to allow time for the PSD to partner with the County Commission to explore the use of impact fees to more equitably spread the cost of needed improvements.

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.



**§7-20-11. Additional powers.**

(a) In addition to any other powers which a county may now have and notwithstanding the provisions of section six of this article, each county, by and through its county commission, shall have the following powers:

(1) To acquire, whether by purchase, construction, gift, lease or otherwise, one or more infrastructure projects, or additions thereto, which shall be located within the county;

(2) To lease, lease with an option to purchase, sell, by installment sale or otherwise, or otherwise dispose of, to others any infrastructure projects for such rentals or amounts and upon such terms and conditions as the county commission may deem advisable;

(3) To establish a special infrastructure fund as a separate fund into which all special service fees and other revenues designated by the county commission shall be deposited, and from which all project costs shall be paid, which may be assigned to and held by a trustee for the benefit of bondholders if special infrastructure revenue bonds are issued by the county commission; and

(4) To impose a countywide service fee to pay the costs of one or more infrastructure projects, including, but not limited to, the payment of debt service on any revenue bonds issued under section thirteen of this article.

(b) For purposes of this section and its implementation and use:

(1) "Capital improvements" means the following public facilities or assets that are owned, supported or established by a county commission:

(A) Water treatment and distribution facilities;

(B) Wastewater treatment and disposal facilities;

(C) Sanitary sewers;

(D) Storm water, drainage and flood control facilities; and

(E) Public road systems, including, but not limited to, rights-of-way, lighting, sidewalks and gutters.

"Capital improvements" as defined herein is limited to those improvements that are treated as capitalized expenses according to generally accepted governmental accounting principles and that have an expected useful life of no less than three years. "Capital improvement" does not include costs associated with the operation, repair, maintenance or full replacement of capital improvements. "Capital improvement" does include reasonable costs for planning, design, engineering, land acquisition and other costs directly associated with the capital improvements described herein, whether incurred prior to or subsequent to imposition of a countywide service fee. This includes costs incurred by a developer prior to imposition of the countywide service fee that would have been incurred by the county commission as part of the cost of capital improvement, provided such costs were not incurred more than thirty-six months before the county commission adopts the order imposing the countywide service fee, or such shorter period, as determined to be reasonable in the sole discretion of the county commission.

(2) "Plan" means the plan for special infrastructure projects that includes one or more capital improvements, as defined in this section that is adopted by a county commission in conformity with the requirements of this article.

(c) Before commencing certain infrastructure projects, the county commission shall obtain written confirmations from an affected public utility or the West Virginia Department of Transportation or other agency, as provided in this section:

(1) If the project includes water, wastewater or sewer improvements, the county commission shall obtain from the utility or utilities that provide service in the area or areas where the improvements will be made that the utility or utilities:

(A) Currently has adequate capacity to provide service without significant upgrades or modifications to its treatment, storage or source of supply facilities;

(B) Will review and approve all plans and specifications for the improvements to determine that the improvements conform

to the utility's reasonable requirements and, if the improvement consists of water transmission or distribution facilities, that the improvements provide for adequate fire protection for the district; and

(C) If built in conformance with said plans and specifications, will accept the improvements following their completion, unless the project will continue to be owned by the county commission.

(2) If the special infrastructure project includes improvements other than as set forth in subdivision (1), subsection (b) of this section that will be transferred to the West Virginia Department of Transportation or other governmental agency, written evidence that the department or agency will accept the transfer if the infrastructure project is built in conformance with requirements of the Department of Transportation, or other agency, pursuant to plans and specifications approved by the department or other agency.

*Note: WV Code updated with legislation passed through the 2013 1st Special Session*

*The WV Code Online is an unofficial copy of the annotated WV Code, provided as a convenience. It has NOT been edited for publication, and is not in any way official or authoritative.*



## MEMORANDUM

### Jefferson County, West Virginia Engineering Department

TO: Jefferson County Commission  
Debbie Keyser, County Administrator

FROM: Roger Goodwin, PE, CFM  
Chief County Engineer

DATE: July 1, 2014

SUBJECT: **Engineering Department Quarterly Update Report – July 1, 2014**

1. Projects Undertaken/Underway (in alphabetical order):

A. Bonding:

- i) Chapel View Subdivision (03-11) – working on an outline of tasks necessary to bid and contract for completion of the site work for this project. The subdivision lot owners have gained control of the HOA but still need to resolve the issue of ownership of the common areas. Staff met with representatives of the HOA and their attorney in November, 2013 to discuss action the HOA still needs to take in order for the Engineering Department to move forward with completing the site work.

**Staff is meeting with the HOA and their attorney, Chris Strey, at 10:00 am on July 29<sup>th</sup> to discuss the current status and how to move the project forward.**

**The Chief County Engineer needs to present a request to the County Commission asking them to issue an order – under authority of WV State Code - that any remaining lots owned by the developer cannot be sold. The order will then be recorded at the courthouse.**

- ii) Windmill Crossing Subdivision (03-01) – **The developer completed the remaining site work and the bond was released on June 19th. This completes the county's involvement in this project.**

- iii) Demory Farm Subdivision (04-17) – met with and provided the developer’s engineer, W.H. Gordon & Associates, Inc., with a list on June 25, 2012, of site improvements and issues that remained to be satisfactorily addressed. Still waiting for several site improvements to be satisfactorily completed so that the construction bond in the amount of \$163,407.00 can be released. The developer’s engineer informed us on September 24, 2013 that the developer and the bank are in discussions with the HOA on how to resolve several remaining issues.

**Devin McCreery, Vice President of United Bank, the bond/surety provider, stated that the bank wants to get the work completed and get the bond released. Rebecca Burns, Bonding Administrator, contacted him on July 1<sup>st</sup>, regarding the status of finishing the work and Ms. Burns is awaiting a reply from him.**

- iv) Summit View Estates Subdivision (03-21) – Staff met with the bank that issued the surety on the bond and sent a letter on March 29, 2013 to the developer putting them on notice that they are in default, with a deadline to respond to the notice by April 19, 2013. On May 16, 2013, the County Commission authorized calling in the bond and the bond surety and moving toward completing the remaining site improvements. The bond amount of \$250,000.00 has been placed in a bank escrow account at the Bank of Charles Town.

**At the June 5<sup>th</sup> Jefferson County commission meeting, the County Commission approved allowing staff to work with United Bank, Inc., to complete the remaining site work at the Summit View Estates Subdivision (JCPC File No. 03-21) in exchange for the Jefferson County Commission returning the construction bond/surety funds being held in an escrow account, in the amount of \$250,000, to United Bank, Inc.; and that all work shall be fully completed to the satisfaction of the Chief County Engineer before the funds are returned.**

- v) Rose Hill Subdivision (02-09) – Engineering staff identified areas of the existing subdivision road that need repaired and made a cost estimate of finishing the remaining site work. Staff met with the Mr. Larry Smith, Rose Hill Subdivision HOA president on July 1<sup>st</sup>, to discuss the estimate and the next steps in moving forward with completing the work.

**The Chief County Engineer plans to submit a request to the county commission at your August 7<sup>th</sup> meeting asking for authorization to move forward with bidding the site work.**

B. Property Safety Ordinance:

- i) Case 12-001 (Bierer) – staff hired a process server and the property owner was located in Maryland and served in person with the Petition/Complaint on August 28, 2013. Property owner failed to bring the property into compliance or request a hearing before the county commission. Staff brought the case before the County Commission on October 17<sup>th</sup>, 2013 seeking an order that the property owner bring the property into compliance. The County Commission issued the order and it was served on the property owner in person on January 15, 2014. The deadline to comply with the order is March 3, 2014. The deadline has passed and the order was sent to the Prosecuting Attorney on March 4<sup>th</sup>, requesting that he seek an order in circuit court granting the county commission the right to take action to bring the property into compliance. **Petition submitted to the circuit court and waiting for the judge to issue the order. Then staff will need the County Commission's authorization to proceed with advertising for bids to demolish the dwelling.**
  
- ii) Case 12-002 (Williams) – the property owner was served with the Petition/Complaint via certified mail service in August, 2013. The property owner failed to bring the property into compliance or request a hearing before the county commission. Staff brought the case before the County Commission on October 17<sup>th</sup>, 2013 seeking an order that the property owner bring the property into compliance. The County Commission issued the order and County Clerk served the order on the property owner via certified return mail receipt. The Property Safety Enforcement Agency will inspect the property on January 15, 2014. The deadline has passed and the order was sent to the Prosecuting Attorney on March 4<sup>th</sup>, requesting that he seek an order in circuit court granting the county commission the right to take action to bring the property into compliance. **Petition submitted to the circuit court and waiting for the judge to issue the order. Then staff will need the County Commission's authorization to proceed with advertising for bids to perform the ordered work.**

C. Impact Fees:

- i) The Impact Fees Program Specialist continues to work on putting together an office manual that outlines all the processes and information needed to administer the impact fees program. The manual will be used as a guide and to cross train other employees in the department. **The operations manual is approximately 95% complete and I am in the process of reviewing the latest version.**

- ii) The County Commission executed an agreement with TischlerBise to perform the recalculation of the impact fees. A project kickoff meeting was held on Tuesday, October 15, 2013, at 1:30 pm in the County Commission meeting room. Stakeholders provided input.

TischerBise has met with each of the impact fee entities (Schools, Parks & Rec, Law Enforcement, Fire & EMS) to gather information necessary for the recalculation of the impact fees and is in the process of performing the calculations. A fourth stakeholder's meeting was held on April 18<sup>th</sup>, where Carson Bise presented to the stakeholders his draft report for Fire/EMS, Parks & Recreation, and Law Enforcement impact fees analysis and calculations.

After the stakeholder meeting, it was decided to hold a workshop on Thursday, June 5<sup>th</sup>, between the county commission, representatives of each impact fee entity, staff, the county attorney and Carson Bise, the consultant. The purpose is to discuss issues related to the methodology and existing levels of service and make decisions necessary so that the calculations and report can be finalized.

**The date of the June 5<sup>th</sup> stakeholder meeting was changed to May 28<sup>th</sup>. Mr. Bise presented his final calculations. As a result of the discussion, Mr. Bise will need to recalculate some figures. Commissioner Pellish stated that the commission needed to take up the next discussion between themselves and the impact fee entities at a county commission meeting, which is scheduled for July 17<sup>th</sup>.**

**Roger Goodwin, Chief County Engineer, is preparing a response to written questions and concerns raised after the May 28<sup>th</sup> meeting, by the Jefferson County Citizens for Economic Preservation (JCCEP), Eastern Panhandle Homebuilders Association (EPHBA), and several commissioners.**

- iii) A draft letter to the Jefferson County Board of Education was prepared as directed by the county commission, to request that the school board share in the cost of administering the impact fees program. The letter was presented to the county commission at the May 1<sup>st</sup> meeting and then sent to the school board.

**A response to the request was received from the Jefferson County School Board on June 24<sup>th</sup>; they refused to pay any share of the administrative costs.**

- iv) **The Office of Impact Fees received its first multi-family apartment complex (96 units at Jefferson Crossing) in which the developer made application for evaluation for the affordable housing discount. Staff is working with the county attorney and an independent appraiser to obtain a valuation for the project so a determination can be made as to whether or not the project is eligible for the discount. The county assessor is unable to determine a value for the project from construction drawings.**

D. Tolling of Bonding Amendment (One-time Partial Release of Lots):

A public hearing on an amendment to the tolling of bonding section of the bonding policy was held on August 9<sup>th</sup>. The amendment was up for consideration of adoption on the County Commission's October 18<sup>th</sup> meeting agenda. Additional questions were raised by the County Commission and the amendment was sent back to staff and the developer to address additional concerns. Revisions to the amendment were made and were submitted to the County Commission in January, 2013 for their review and consideration for adoption. **Before taking any action on the proposed amendments, the County Commission directed the Chief County Engineer to prepare a PowerPoint presentation giving an overview of the bonding policy and tolling of bonding so they can better understand it.**

E. Land Development & Building Permits – Fee Schedule Update

The County Commission in December, 2013, directed staff to revisit the fee schedules for the Planning, Zoning & Engineering Departments with the purpose of updating the fee schedules in order to raise additional revenue. The planning and engineering staff met to get up to speed on where we last left off on this, and we are in the process of putting the information together to present to the county commission.

**Engineering & Planning staff needs to revise the fee schedule and submit the fee schedule to the County Commission consideration.**

2. Projects Completed:

- Worked with the Information Technology personnel on two computer upgrades.
- Attended FEMA "Letters of Map Change Fundamentals" training on May 4<sup>th</sup>.
- Attended FEMA "Substantial Damage" training on May 14<sup>th</sup>.
- Attended FEMA "Managing Zone-A Floodplains" training on May 28<sup>th</sup>.
- Attended FEMA "Elevation Certificates" training on May 29<sup>th</sup>.
- Attended West Virginia Floodplain Manager's Conference/Training on May 16<sup>th</sup> & 17<sup>th</sup>.
- Attended "Sexual Harassment" training on June 25<sup>th</sup>.

3. Projects Proposed:

- A. Get the land development standard construction details updated and put into a digital/AutoCAD format, to supplement the requirements of the Subdivision, Zoning, and Stormwater Management ordinances.
- B. Set up the Engineering Department web page with the stream monitoring information/links.

4. Items Requiring Commission Attention:

None at this time.

Note: The projects noted above are in addition to maintaining the daily operations of the Office of Building Permits & Inspections, the Office of Impact Fees, administering the land development bonding process, performing land development inspections, performing land development plan reviews for the Planning Commission, administering floodplain management, investigating citizen complaints and carrying out ordinance compliance efforts, and completing statutory continuing education and certification requirements, etc.



Jefferson County Homeland Security and Emergency Management  
Quarterly Report to the Jefferson County Commission  
April-June, 2014

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**Projects Completed:**

Coordinated with local responders and EOC participants, and participated in the WV Homeland Security Region III EPA Table Top Exercise, "Cold as Ice" at the Augusta Church of Christ in Hampshire County, WV on May 1.

Coordinated with local responders and EOC participants, and participated in the WV Homeland Security Region III EPA Functional Exercise, "Cold as Ice" at the Augusta Church of Christ in Hampshire County, WV on July 1.

Participated in a full scale exercise with Federal Partners on June 18.

Director wrote and managed the following grants:

Pass through grant for Jefferson Medical Center in the amount of \$53,000

Pass through grant for Jefferson County Schools-Raptor \$26,000

Pass through grant for Jefferson County Schools-Radios \$21,080

Grant for EOC Computers \$48,115.

Director and Deputy Director attended WV Emergency Manager's Council Conference in June in Huntington.

Director attended the WV Floodplain Manager's Workshop at Blackwater Falls State Park. Elected as a Board member for the WVPMA.

Director and Deputy Director participated in Eastern Panhandle Emergency Management Agency Meetings in April, May and June, 2013.

Director attended WV Department of Homeland Security and Emergency Management Rapid Needs Assessment Training at Cacapon.

Deputy Director attended Basic PIO Training in Winchester.

Director participated in E453 Leadership Training at the Emergency Management Institute in May.

Director, Deputy Director, Maintenance Director and Maintenance Staff participated in Credentialing Kiosk Training and first 20 law enforcement credentialing information obtained at the Maintenance Department on May 22.

Director participated in Department Head Meetings in April, May.

Director and Deputy Director attended a Jefferson County Schools safety planning meeting at the Board Office on April 22.

Completed Performance Reviews in June.

Participated in the Resilient Neighbors Network Conference Calls, April and May. Director attended the Natural Hazards Workshop, the Practitioners Workshop and the RNN Meeting in Broomfield, CO in June as a guest of FEMA. Gave a presentation on Jefferson County HSEM's Effective Partnerships in Mitigation Planning to an International Conference.

Partnership Meeting held at The Bavarian Inn on April 23. John Unger gave a presentation on the Chemical Spill in Charleston and new regulations for water utilities.

Meetings held: Public Awareness, Training, and Education Committee; Jefferson County LEPC; Steering Committee; Counter Terrorism Committee.

Amateur Radio Operators tested equipment in our building on the first Thursday of the month, April, May, June.

JCHSEM held a Lunch N Learn Session for America's Preparathon on April 30 about Financial Preparedness for Emergencies and Disasters on April 30 with Michael Murphy of BB&T at the Library Meeting Room.

Participated in the National Pet Preparedness Day at PetCo on May 5.

JCHSEM participated in Celebrate Extension Day at the Jefferson County Fairgrounds on May 10.

Participated in Bark in the Park event with information about preparing pets for disasters on June 7 at Jefferson Memorial Park.

PIO gave a presentation to the Charles Town Rotary Club about preparedness on April 1.

Deputy Director sent out 361 Letters to residents who live in or near a floodplain suggesting that they purchase flood insurance and simple mitigation techniques. This is a Community Rating System of the National Flood Insurance Program annual project.

Deputy Director entered all Tier II Hazardous Materials Information into the Tier II Submit software. (LEPC activity)

Deputy Director developed and delivered training on HSIN Adobe Connect and NIXLE to the Eastern Panhandle Emergency Manager's Association.

Sent emergency public weather watches/warnings by text, email, twitter, facebook, and nixle for all weather watches and warnings involving Jefferson County.

Accepted applications for PIO/VC/AA position, conducted interviews, and obtained background checks. Hope to have new hire onboard by August 1.

**Projects Working on Now:**

Disaster Ready Kids Program from June-September.

Final process for new hire for PIO/AA/VC

Working on Generator Grant with WV Dept. of Military Affairs and Public Safety. Working through the State Historic Preservation Office on the placement of the generator behind the Mason Building where the dumpster currently is.

Jefferson County Fair Booth

Mass Fatalities Conference (with JC Department of Health/LEPC)

Resilient Neighbors Network

Planning/Training/Exercise Calendar for 2014-15. (on-going)

**Things the County Commission Should be Aware of:**

Arrangements are being made for the next Quarterly Partnership Luncheon to be held at the National Conservation Training Center near Shepherdstown on July 30 at noon. All Commissioners are invited to attend.

The WV Homeland Security Region III Full Scale Exercise on Saturday, September 20. The EOC will be activated for the Full Scale Exercise.

JCHSEM/LEPC will have a booth at the Jefferson County Fair. Our booth and the tickets for the volunteers to work the booth will be paid for by the LEPC. Fair dates are August 17-23, 2014.

Working with JH Consulting to update the COOP (Continuity of Operations Plan)

Working with Jefferson County LEPC on a GAP Needs Assessment.

The WV SERC/LEPC Conference will be held in Charleston on August 10-13.



The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on **Thursday, July 31, 2014**, or as soon thereafter as the Commission may decide:

**Jefferson County Building Commission - one (1) five year term ending July 27, 2019.**

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414 no later than 12:00 pm on the Monday prior to the proposed appointment date.

Additional information regarding these appointments may be obtained by calling the Commission Office at (304) 728-3284.

**SPIRIT OF JEFFERSON:**

**PLEASE ADVERTISE ON:**

**July 16 and July 23**

**THANKS - JEFFERSON COUNTY COMMISSION**

**PLEASE RUN TWO (2) TIMES**  
**July 16 and July 23, 2014**

JEFFERSON COUNTY COMMISSION  
PUBLIC HEARING NOTICE  
**1:30 PM, THURSDAY, JULY 31, 2014**

The Jefferson County Commission has scheduled a public hearing on a Zoning Map Amendment/Rezoning (PC File #Z14-01) request for the property designated as Tax District: Middleway (07); Tax Map: 1; Parcels: 1.2 (16.67 ac.) & 1.1 (7ac.). The properties are located at 4115 Charles Town Rd and 16 Hospice Ln in Kearneysville along the Berkeley/Jefferson County Line. The properties are currently zoned Rural and a request has been made by the owners, Hoy Shingleton, Trustee (Pearl Perkins, Beneficiary) and Eric and Stacy Lindberg, to change the zoning designation to Residential-Light Industrial-Commercial.

You may provide oral or written comments at the hearing, **1:30 PM, Thursday, July 31, 2014, in the Charles Town Library meeting room at 200 East Washington Street**, at the side entrance on Samuel Street. In addition, you may also provide written comments to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org), or mail to P.O. Box 250, Charles Town, WV 25414, or fax to (304) 725-7916.

By Order of the Jefferson County Commission  
Walt Pellish, President

**NOTICE OF PUBLIC HEARING**  
**COUNTY COMMISSION OF JEFFERSON COUNTY**  
**Thursday, July 31, 2014 at 7:00 PM**

The Jefferson County Commission has scheduled a Public Hearing to review a request from the Planning Commission to approve a policy or ordinance amendment extending relevant time frames relating to plans and plats vested under the provision of SB 595 in 2010 from July 1, 2015 to July 1, 2017.

The Planning Commission proposes the following Policy:

1. The validity of any subdivision plan or plat that was valid and outstanding as of January 1, 2010 and had received preliminary approval by the Planning Commission prior to March 1, 2010 shall be extended from July 1, 2015 until July 1, 2017. Any other plan or permit associated with the subdivision or land development plan or plat shall also be extended for the same time period.
2. The requirements for the vesting of property rights contained in an ordinance enacted pursuant to 8A-4-2 that require the performance of any action within a certain time period for any subdivision or land development plan or plat that was valid and outstanding as of January 1, 2010 and had received preliminary approval by the Planning Commission prior to March 1, 2010 shall be extended from July 1, 2015 until July 1, 2017. This provision would apply to all special and conditional use permits or any other agreement or zoning action.
3. Any plat or plan affected by this extension shall conform with the Stormwater Requirements of the most current regulations in effect at the time when the plat or plan is submitted for approval.

Oral or written comments can be provided at the hearing, **7:00 PM, Thursday, July 31, 2014**, during the County Commission meeting **in the Charles Town Library meeting room at 200 E. Washington St., at the side entrance on Samuel St.** In addition, you may provide written comments to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org) or mail to PO Box 250, Charles Town, WV 25414, or fax to 304-728-8126.

Questions related to this request may be directed to the Departments of Planning and Zoning at 304-728-3228 or [zoning@jeffersoncountywv.org](mailto:zoning@jeffersoncountywv.org).

By Order of the County Commission of Jefferson County  
Walt Pellish, President



# Charles Town Utility Board

832 S. George Street, P.O. Box 359, Charles Town, WV 25414  
Phone: (304) 725-2316 ♦ Fax: (304) 725-4313 ♦ Web: [www.ctubwv.com](http://www.ctubwv.com)

July 9, 2014

**RECEIVED**

JUL 09 2014

Jefferson County Public Service District  
Attn: Chairman Peter L. Appignani  
340 Edmond Road, Suite A  
Kearneysville, WV 25430

CHAIRMAN  
*Dave  
Mills*

Honorable Chairman Peter L. Appignani

**Jefferson County Commission**

UTILITY  
BOARD

I am writing to you on behalf of the Charles Town Utility Board (CTUB). The Board is requesting a joint meeting, to include representatives from Ranson, to discuss the following matters:

*Pete  
Kubic*

1. CTUB will update JCPSD and Ranson on the status of the current sewer construction project.

*William  
Kline*

2. CTUB desires more information about the potential purchase by JCPSD of Jefferson Utilities, Inc. Although JCPSD is now current with its payments CTUB has an obligation to make certain that any future endeavors undertaken by JCPSD will not have an adverse impact on its ability to continue to meet its obligations to Charles Town. Furthermore, Charles Town would like to hear about plans to divert flow to the Old Standard treatment plant now owned by JUL.

*Tommy  
Stocks*

*Kristen  
Stolpher*

3. Lastly, we would like to again discuss the feasibility of acquiring the assets of JCPSD, especially those within the Charles Town / Ranson Urban Growth Boundary. Through a mutual intent to study acquisition options, the Board believes a joint proposal submitted to all West Virginia approving agencies could be successful. Additionally, a study would show rate impacts for alternatives examined.

UTILITY  
MANAGER  
*Jane E.  
Arnett*

I suggest a meeting on July 23, 2014 at 9:00 a.m. to be held at the JCPSD meeting room.

Very truly yours,

Dave Mills  
Chairman, Charles Town Utility Board

cc: Jefferson County Commission  
Mayor and Council of City of Charles Town  
Mayor and Council of the Corporation of Ranson



# City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414  
Phone: (304) 725-2311 ♦ Fax: (304) 725-1014 ♦ Web: [www.charlestownwv.us](http://www.charlestownwv.us)

July 9, 2014

**RECEIVED**

JUL 09 2014

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

MAYOR  
*Peggy A. Smith*

**Jefferson County Commission**

Honorable County Commissioners,

CITY  
COUNCIL

According to a recent article in The Journal the Jefferson County Commission has scheduled a meeting with the Board of the Jefferson County Public Service District for July 17, 2014. Among other things on the agenda the County Commission would like to discuss the possibility of using the Local Powers Act to impose an impact fee on new sewer connections to offset the cost of capital improvement projects to be undertaken by JCPSD.

*Rich  
Bringewell*

*Wayne  
Clark*

*Chet  
Hines*

*Sandra  
Slusher  
McDonald*

*Ann  
Paonessa*

*Mark  
Reinhart*

*Michael  
Slorer*

*Jonathan  
Wertman*

Charles Town is concerned about the imposition that such a fee would have on economic growth within the Urban Growth Boundary, especially within the Charles Town boundary. Charles Town wants to make certain that any action taken by the County Commission does not include the imposition of a fee on any of Charles Town's residents, businesses or sewer customers.

CITY  
MANAGER

*David  
Mills*

CITY CLERK

*Kiya  
Tabb*

Very truly yours,

Peggy A. Smith,  
Mayor of the City of  
Charles Town

pc:

Mayor A. David Hamill  
312 S. Mildred Street  
Ranson, WV 25438

Mayor Greg Vaughn  
P.O. Box 217  
Harpers Ferry, WV 25425

Mayor Jim Auxer  
104 N. King Street  
Shepherdstown, WV 25443

Mayor Robert J. Hardy  
P.O. Box 37  
Harpers Ferry, WV 25425

Received

JUL 14 2014

Jefferson County Commission

2164 Cattail Run Road

Charles Town, WV 25414

July 12, 2014

Jefferson County Commission

P.O. Box 250

124 E. Washington Street

Charles Town, WV 25414

Dear Commissioners,

Please address the following concern regarding the Envision Jefferson 2035 Land Use Plan. We are residents of Charles Town, live adjacent to the quarry and are members of Aggregate Industries Community Board.

The map on page 195 of the Land Use Plan shows the Millville Quarry area as an Industrial Zone. My understanding is that an Industrial Zone allows storage of toxic materials, rendering of dead animals and many other uses which are not appropriate to this area, especially since much of it borders the Shenandoah River. Due to the geology of the area water moves between the quarry lakes and underground channels and the river. I spoke this week with Richard Freedman, Regional Environmental Land Services Manager for Aggregate Industries, Mid-Atlantic Region, current owners and operators of the quarry. He agreed that Industrial zoning was not appropriate for this site.

We request that the plan recognize and designate the quarry for mineral recovery, not industrial use. We also request that language dealing with the time, however distant, when quarry operations cease and there is an interest in redevelopment be added to the master plan. That language needs to require that at such time an amendment to the master plan be undertaken to explore what uses and zones are appropriate.

Thank you.

The image shows two handwritten signatures in black ink. The first signature is 'Jane Wagner' and the second is 'William Walton'. Both are written in a cursive, flowing style.

Jane Wagner and William Walton

304 724-8130

**Jessica Carroll**

---

**From:** Larry Bowers [lbowers@citlink.net]  
**Sent:** Saturday, July 12, 2014 12:26 PM  
**To:** webmaster@jeffersoncountywv.org; cschott@jeffersoncountywv.org;  
sandy@jeffersoncountywv.org; chernandez@jeffersoncountywv.org  
**Subject:** dog park

## Your submission:

---

**Your Name:** Larry Bowers

**Your Email Address:** [lbowers@citlink.net](mailto:lbowers@citlink.net)

**Subject:** dog park

**Message:** My wife and I and our dog, Belle, are regular users of the Sam Michaels dog park. Like all of the regulars, we pick up after our dog and are solicitous of other owners and animals, making sure that our dog interacts with others in a reasonable manner.

I am writing because many of us are dismayed with what appears to be a complete disregard for our time and our desire to use the space as it was intended - as a safe, enclosed environment in which our animals can exercise.

The park is often closed arbitrarily and the gate locked without prior notice, causing much frustration and loss of our time and effort. We live 20 minutes from the park and I know there are folks who travel longer distances, so to wind up there and have the gates locked is indeed frustrating. Yesterday, July 11, was a good example. I arrived to find the gate locked for no apparent purpose, so after taking my dog for a walk around the grounds, I arrived back at the parking area only to see a young lady posting a sign saying the the park would be closed on July 11. I suggested to her that it would have been better to have had that notice earlier so that folks could know, and she kindly agreed, but she was just doing her job as she was told. She suggested that I could call on Mondays and find out the schedule for a given week, which begs the question as to why, if they always have a schedule, the notice wasn't posted earlier. Would you please enact some supervisory control and see that whoever is in charge lets people know well in advance that the park will be closed?

The County has created a good facility and many of us have come to rely on it for our very active animals. Please help us use the park as it was intended.

Just this moment - July 12, My wife has just arrived at the park and finds the gate locked again, with no notice other than the one stating the park will be closed on July 11. This really, really is no way to run a facility, and it's damned frustrating.

Thank you,  
Larry V Bowers  
Middleway



Received

JUL 07 2014

State of West Virginia

Glen B. Gainer III

State Auditor and  
Chief Inspector

Jefferson County Commission

Office of the State Auditor  
Chief Inspector Division  
1900 Kanawha Boulevard, East  
State Capitol, Building 1, Suite W-100  
Charleston, West Virginia 25305

Toll Free: (877) 982-9148  
Telephone: (304) 558-2540  
Fax: (304) 205-6033  
www.wvsao.gov

June 24, 2014

The Honorable Ralph Lorenzetti  
Jefferson County Prosecuting Attorney  
P.O. Box 250  
Charles Town, West Virginia 25414

Dear Mr. Lorenzetti:

In accordance with West Virginia Code §6-9-7, we have issued the audits of Jefferson County Board of Health for the fiscal years ended June 30, 2011, and June 30, 2012 and these reports are available for your review at <http://www.wvsao.gov/ChiefInspector/pdfAuditWebApp/Default.aspx>.

These reports disclosed the existence of certain instances of noncompliance with state statutes. These instances and the corrective actions recommended by this office are presented in the Report on Compliance section of these reports.

It is requested that you inquire into the matter to insure that the governing body resolves all instances of noncompliance disclosed. Please advise this office within 60 days of the results of your inquiries and the legal actions you have taken, or propose to take, to remedy these circumstances.

Your prompt attention to this matter will be most appreciated. If I can be of assistance, please do not hesitate to contact this office.

Very truly yours,

Charles K. McKinney  
Assistant Chief Inspector  
Chief Inspector Division

CKM/et  
Enclosure

cc:

Hon. Patrick Morrissey  
Attorney General

Hon. Members of the Board  
Jefferson County Board of Health



# State of West Virginia

**Glen B. Gainer III**

**State Auditor and  
Chief Inspector**

Office of the State Auditor  
Chief Inspector Division  
1900 Kanawha Boulevard, East  
State Capitol, Building 1, Suite W-100  
Charleston, West Virginia 25305

Toll Free: (877) 982-9148  
Telephone: (304) 558-2540  
Fax: (304) 205-6033  
[www.wvsao.gov](http://www.wvsao.gov)

June 24, 2014

The Honorable Members of the Board  
Jefferson County Board of Health  
1948 Wiltshire Road, Suite 1  
Kearneysville, West Virginia 25430

Dear Members of the Board:

Enclosed are copies of the audit reports of the Jefferson County Board of Health for the fiscal years ended June 30, 2011, and June 30, 2012.

As the recipient, you are required to notify all members of the governing body of the receipt of these reports and related correspondence and make the contents available for inspection by all such officers. You are also advised that these reports, under the provisions of West Virginia Code § 6-9-9a, are considered public information and must be made available for public inspection.

It is the responsibility of all members of the governing body to review the reports and take the necessary actions to remedy all instances of noncompliance.

West Virginia Code § 6-9-7 also requires that this office notify the Prosecuting Attorney of Jefferson County and the Attorney General of any instances of noncompliance with West Virginia state laws. Please advise the Prosecuting Attorney of Jefferson County within 60 days of how you intend to remedy the instances of noncompliance. State law authorizes him to proceed with civil and/or criminal action to resolve noncompliance problems which are not otherwise remedied.

If I can be of further assistance, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles K. McKinney".

Charles K. McKinney  
Assistant Chief Inspector  
Chief Inspector Division

CKM/et

Enclosure

The Honorable Members of the Board  
Jefferson County Board of Health  
Page Two

cc: Hon. Dale Manuel, President  
Jefferson County Commission

Dept. of Health and Human Resources  
Debbie McGinnis, Audit Research and Analysis

Division of Local Health  
Amy Atkins, Director

Hon. Patrick Morrissey  
Attorney General

Hon. Ralph Lorenzetti  
Jefferson County Prosecuting Attorney

Received

JUN 30 2014

Jefferson County Commission



600 Hays Avenue  
Staunton, VA 24401

June 27, 2014

Jefferson County Administrator  
Jefferson County  
124 East Washington Street  
Charlestown, WV 25414

Dear County Administrator :

Having completed our digital network enhancement to an all-digital system, on or shortly after July 31, 2014, we will begin encrypting our Limited Basic service in your area. Encryption has a number of consumer benefits including the reduced need for home service calls and the enhanced security of our network by reducing service theft that impacts our customers' service experience.

When Limited Basic service is encrypted, all XFINITY Video customers will need equipment supplied by Comcast connected to each television in order to continue receiving services.

- A customer that has a set-top box, digital adapter, or a retail CableCARD™ device connected to each TV will be unaffected by this change.
- A customer that is currently receiving Comcast's Limited Basic service on any TV *without* equipment supplied by Comcast will lose the ability to view any channels on that TV. These customers will be entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices the customer is entitled to receive, and for how long, will vary depending on the customer's situation.

Enclosed please find a sample of the customer notice that the FCC requires be sent to customers regarding encryption and the availability of devices at no additional charge or service fee. This notice has been included with the customer's bill. You'll note that we have established a special toll free number and website so that our customers can learn more about the equipment offer and eligibility.

In addition, the encryption of our Limited Basic service will impact those accounts receiving courtesy services pursuant to our Franchise Agreement. Courtesy accounts are entitled to receive up to three (3) digital adapters or CableCARDS at no additional monthly charge, including those they may have previously received as part of our digital network enhancement to an all-digital system. A sample of the courtesy notice to be received by these accounts is enclosed.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 540-974-5123.

Sincerely,

A handwritten signature in cursive script that reads "Paul Comes".

Paul Comes  
Director, Government & Regulatory Affairs

Enclosure



## **Important Service Message:**

On **07/31/2014**, Comcast will start encrypting Limited Basic service on your cable system.

If you have a set-top box, digital transport adapter, (DTA) or a retail CableCARD<sup>TM</sup> device connected to each of your TVs, you will be unaffected by this change. **However**, if you are currently receiving Comcast's Limited Basic service on any TV *without* equipment supplied by Comcast, you will lose the ability to view any channels on that TV.

If you are affected, you should contact Comcast at **855-860-8989** to arrange for the equipment you need to continue receiving your services. In such case, you are entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices you are entitled to receive, and for how long, will vary depending on your situation:

- \* If you are a Limited Basic customer and receive the service on your TV without Comcast-supplied equipment, you are entitled to up to two devices for two years (five years if you also receive Medicaid).
- \* If you subscribe to a higher level of service and receive Limited Basic service on a secondary TV without Comcast-supplied equipment, you are entitled to one device for one year.

You can learn more about this equipment offer and eligibility at [comcast.com/digitaladapterinfo](http://comcast.com/digitaladapterinfo) or by calling **855-860-8989**.

**To qualify for any equipment at no additional charge or service fee, you must request your equipment between **05/09/2014** and **11/09/2014** and satisfy all other eligibility requirements.**

# Impact Fee Status Report

## June 2014

### Office of Impact Fees

#### Summary

Date Range: Sunday 1 through Monday 30 June 2014

Report Date: 1 July 2014

Process Number Range: 1400098 - 1400119

Total Applications: 22

Total Non-Exempt: 21

*Of which:*

Commercial: 0

Residential: 21

*Of which:*

County: 8

Municipal: 13

Total Exempt: 1

*Of which:*

Commercial: 0

Residential: 1

*Of which:*

County: 1

Municipal: 0

Tables 1 through 7 summarize impact fee processing for June 2014. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

**Table 1. Form 100 Tallies**

|                        | Exempt | Commercial | Residential  | Total        |
|------------------------|--------|------------|--------------|--------------|
| 1 – 30 June 2014       | 1      | 0          | 21           | 22           |
| Fees collected         |        | \$0.00     | \$264,020.00 | \$264,020.00 |
| <i>Of which</i>        |        |            |              |              |
| School Impact Fee      |        |            | \$232,271.00 | \$232,271.00 |
| Law Enforcement Fee    |        | \$0.00     | \$2,096.00   | \$2,096.00   |
| Parks & Recreation Fee |        |            | \$15,379.00  | \$15,379.00  |
| Fire & EMS Fee         |        | \$0.00     | \$14,274.00  | \$14,274.00  |

**Table 2. Financial Data – Office of Impact Fees General Account (3111776)**

| Description                                                      | Amount              |
|------------------------------------------------------------------|---------------------|
| Opening Statement Balance (1 June 2014)                          | \$254,544.89        |
| June Deposits (1 – 30 June 2014)                                 | \$264,020.00        |
| School May Transactions (withdraws via transfer on 12 June 2014) | (\$223,677.42)      |
| Law May Transactions (withdraws via transfer on 12 June 2014)    | (\$2,282.79)        |
| Parks & Rec May Trans. (withdraws via transfer on 12 June 2014)  | (\$14,824.73)       |
| Fire & EMS May Trans. (withdraws via transfer on 12 June 2014)   | (\$13,759.95)       |
| Interest Earned (30 June 2014)                                   | \$61.67             |
| <b>Ending Statement Balance (30 June 2014)</b>                   | <b>\$264,081.67</b> |
| <i>Outstanding Credits (deposits through 1 June 2014)</i>        | <i>\$0.00</i>       |

**Table 3. Financial Data – School Impact Fee Account (3107582)**

| Description                                              | Amount                |
|----------------------------------------------------------|-----------------------|
| Opening Balance (1 June 2014)                            | \$1,020,406.72        |
| May Transactions (deposits via transfer on 12 June 2014) | \$223,677.42          |
| Interest Earned (30 June 2014)                           | \$334.30              |
| <b>Ending Balance (30 June 2014)</b>                     | <b>\$1,244,418.44</b> |

**Table 4. Financial Data – Law Enforcement Impact Fee Account (3120120)**

| Description                                              | Amount             |
|----------------------------------------------------------|--------------------|
| Opening Balance (1 June 2014)                            | \$27,743.59        |
| May Transactions (deposits via transfer on 12 June 2014) | \$2,282.79         |
| Interest Earned (30 June 2014)                           | \$8.39             |
| <b>Ending Balance (30 June 2014)</b>                     | <b>\$30,034.77</b> |

**Table 5. Financial Data – Parks & Recreation Impact Fee Account (3122808)**

| Description                                              | Amount              |
|----------------------------------------------------------|---------------------|
| Opening Balance (1 June 2014)                            | \$462,722.95        |
| May Transactions (deposits via transfer on 12 June 2014) | \$14,824.73         |
| Interest Earned (30 June 2014)                           | \$135.82            |
| <b>Ending Balance (30 June 2014)</b>                     | <b>\$477,683.50</b> |

**Table 6. Financial Data – Fire & EMS Impact Fee Account (3122816)**

| Description                                              | Amount              |
|----------------------------------------------------------|---------------------|
| Opening Balance (1 June 2014)                            | \$170,060.76        |
| May Transactions (deposits via transfer on 12 June 2014) | \$13,759.95         |
| Interest Earned (30 June 2014)                           | \$51.43             |
| <b>Ending Balance (30 June 2014)</b>                     | <b>\$183,872.14</b> |

**Table 7. Total Impact Fees as of 1 July 2014 /1**

| Description                           | Amount                |
|---------------------------------------|-----------------------|
| Office of Impact Fees General Account | \$264,081.67          |
| School Impact Fee Account             | \$1,244,418.44        |
| Law Enforcement Fee Account           | \$30,034.77           |
| Parks & Recreation Impact Fee Account | \$477,683.50          |
| Fire & EMS Impact Fee Account         | \$183,872.14          |
| <b>Total Impact Fees</b>              | <b>\$2,200,090.52</b> |

/1 These values represent both impact fees collected and interest earned. The general account includes the outstanding credits listed in table 2 and outstanding debits, if any, listed in tables 3-6.

**Table 8. Pending July 2014 Fee Transfers /1**

| Account                               | 30 June 2014<br>Account Totals | Pending Impact<br>Fee Transfers | Account Totals        |
|---------------------------------------|--------------------------------|---------------------------------|-----------------------|
| School Impact Fee Account             | \$1,244,418.44                 | \$232,325.27                    | \$1,476,743.71        |
| Law Enforcement Fee Account           | \$30,034.77                    | \$2,096.62                      | \$32,131.39           |
| Parks & Recreation Impact Fee Account | \$477,683.50                   | \$15,382.70                     | \$493,066.20          |
| Fire & EMS Impact Fee Account         | \$183,872.14                   | \$14,277.08                     | \$198,149.22          |
| <b>Total Impact Fees</b>              | <b>\$1,680,934.02</b>          | <b>\$264,081.67</b>             | <b>\$2,200,090.52</b> |

/1 This table represents each of the impact fee category account totals as of 30 June 2014 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in June 2014 are listed in table 1 of the General Account (3111776); these transactions will be processed in July 2014. Any outstanding credits, as listed in table 2, will be added to the next month's Impact Fee transfer amounts.



## Form 100 Transaction Summary

### Jefferson County Government – Office of Impact Fees

#### *Impact Fee Applications Processed between dates Sunday 1 through Monday 30 June 2014*

| Process Number             | Date       | Last Name | First Name | Tax District | Boed Book | Boed Page | Tax Map | Parcels | Impact Fees Collected | Date       | Exemption Reason |
|----------------------------|------------|-----------|------------|--------------|-----------|-----------|---------|---------|-----------------------|------------|------------------|
| <b>Exempt Applications</b> |            |           |            |              |           |           |         |         |                       |            |                  |
| 1400111                    | 06/24/2014 | Branham   | Catherine  | 07 Middleway | 812       | 618       | 4A      | 202     | \$0.00                | 06/24/2014 | Form 200         |

**Category Count: 1**

**Category Total      \$0.00**

| <b>Non-Exempt Applications</b> |            |              |            |                  |      |     |     |      |             |            |     |
|--------------------------------|------------|--------------|------------|------------------|------|-----|-----|------|-------------|------------|-----|
| 1400098                        | 06/03/2014 | Bray         | Charles    | 09 Shepherdstown | 1063 | 590 | 1   | 5    | \$13,070.00 | 06/03/2014 | N/A |
| 1400099                        | 06/03/2014 | Quigley      | Bruce      | 06 Kabletown     | 1109 | 563 | 23B | 8    | \$13,070.00 | 06/03/2014 | N/A |
| 1400100                        | 06/04/2014 | Julie Duval  | Arcadia    | 03 Charles Town  | 23   | 67  | 12A | 134  | \$12,808.00 | 06/04/2014 | N/A |
| 1400101                        | 06/05/2014 | K Hovnanian  |            | 03 Charles Town  | 1095 | 342 | 11A | 339  | \$12,808.00 | 06/05/2014 | N/A |
| 1400102                        | 06/05/2014 | K Hovnanian  |            | 03 Charles Town  | 1095 | 342 | 11B | 339  | \$12,808.00 | 06/05/2014 | N/A |
| 1400103                        | 06/09/2014 | Denicola     | Tony       | 04 Harpers Ferry | 1951 | 239 | 22  | 14.4 | \$13,070.00 | 06/09/2014 | N/A |
| 1400104                        | 06/10/2014 | Shenandoah   |            | 08 Ranson Corp   | 982  | 137 | 8D  | 9J   | \$12,808.00 | 06/10/2014 | N/A |
| 1400105                        | 06/10/2014 | Shenandoah   |            | 08 Ranson Corp   | 982  | 137 | 8D  | 8J   | \$12,808.00 | 06/10/2014 | N/A |
| 1400106                        | 06/13/2014 | Dan Ryan     |            | 03 Charles Town  | .    | .   | 11D | 81   | \$12,808.00 | 06/13/2014 | N/A |
| 1400107                        | 06/13/2014 | Dan Ryan     |            | 09 Shepherdstown | 1131 | 426 | 8D  | 105  | \$13,070.00 | 06/13/2014 | N/A |
| 1400108                        | 06/16/2014 | Julie Duval  | Arcadia    | 03 Charles Town  | 23   | 67  | 12A | 136  | \$12,808.00 | 06/16/2014 | N/A |
| 1400109                        | 06/16/2014 | Julie Duval  | Arcadia    | 03 Charles Town  | 23   | 67  | 12A | 125  | \$12,808.00 | 06/16/2014 | N/A |
| 1400110                        | 06/23/2014 | Dan Ryan     |            | 08 Ranson Corp   | .    | .   | 8C  | 232  | \$12,808.00 | 06/23/2014 | N/A |
| 1400112                        | 06/24/2014 | Sawyer       | Lyle       | 09 Shepherdstown | 1134 | 461 | 7D  | 17   | \$13,070.00 | 06/24/2014 | N/A |
| 1400113                        | 06/25/2014 | Charles      | Ryan Homes | 08 Ranson Corp   | 982  | 137 | 8D  | 11J  | \$12,808.00 | 06/25/2014 | N/A |
| 1400114                        | 06/25/2014 | Julie Duval  | Arcadia    | 03 Charles Town  | 23   | 67  | 12A | 188  | \$12,808.00 | 06/25/2014 | N/A |
| 1400115                        | 06/26/2014 | Billiey      | Brian      | 07 Middleway     | 995  | 98  | 27  | 4.6  | \$13,070.00 | 06/26/2014 | N/A |
| 1400116                        | 06/27/2014 | Dan Ryan     |            | 04 Harpers Ferry | 1131 | 426 | 9D  | 98   | \$13,070.00 | 06/27/2014 | N/A |
| 1400117                        | 06/27/2014 | Wormald, Jr. | Robert     | 04 Harpers Ferry | 975  | 635 | 10A | 90   | \$13,070.00 | 06/27/2014 | N/A |
| 1400118                        | 06/30/2014 | Julie Duval  | Arcadia    | 03 Charles Town  | 23   | 67  | 12A | 177  | \$12,808.00 | 06/30/2014 | N/A |

| Receipt Number | Date | Last Name | First Name | Tax District | Bed# | Room | Tax Man | Parcel | Impact Fees Collected | Date | Exemption Reason |
|----------------|------|-----------|------------|--------------|------|------|---------|--------|-----------------------|------|------------------|
|----------------|------|-----------|------------|--------------|------|------|---------|--------|-----------------------|------|------------------|

**Non-Exempt Applications**

|         |            |     |      |                 |   |   |   |     |            |            |          |
|---------|------------|-----|------|-----------------|---|---|---|-----|------------|------------|----------|
| 1400119 | 06/30/2014 | Mao | John | 03 Charles Town | . | . | 4 | 107 | \$5,764.00 | 06/30/2014 | Form 260 |
|---------|------------|-----|------|-----------------|---|---|---|-----|------------|------------|----------|

|                               |                                    |
|-------------------------------|------------------------------------|
| <b>Category Count: 21</b>     | <b>Category Total \$264,020.00</b> |
| <b>TOTAL APPLICATIONS: 22</b> | <b>Grand Total \$264,020.00</b>    |

JEFFERSON COUNTY, WEST VIRGINIA  
Engineering Department  
Office of Impact Fees  
116 East Washington Street, P.O. Box 716  
Charles Town, WV 25414

**COPY**

Michelle Mason  
Impact Fee Program Specialist

Phone: (304) 728-3331  
Fax: (304) 728-3953  
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Debbie Keyser, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Tuesday, 1 July 2014  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Schools Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Schools Impact Fee Account (Bank of Charles Town account 3107582)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of June 2014.

This transfer consists of two components:

- Impact Fee Process Numbers **1400098** through **1400119**, inclusive. Within this range there were 21 non-exempt impact fee payments. This amounts to **\$232,271.00**.
- Interest earned by the Office of Impact Fees General Account in June 2014 amounts to **\$61.67**, of which **\$54.27** is attributed to fees collected for Schools.

**As per the attached invoice, the total amount of this transfer is \$232,325.27.**

**Check # 952**

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Invoice**

**Number:** 14025

**Date:** 7/1/2014

**Bill To:**

Office of Impact Fees  
116 East Washington Street  
Suite 100  
Charles Town, WV 25414

**Pay To:**

Sheriff of Jefferson County  
P.O. Box 9  
Charles Town, WV 25414

**P.O. Number**

**Vendor Number**

**Description**

**Amount**

Impact Fee payments collected for month of June 2014 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County School Impact Fees Bank Account (3107582). \$232,271.00

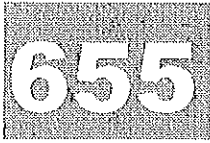
Interest earned by the Office of Impact Fees General Account June 2014. \$54.27

Impact Fee Process Numbers 1400098 through 1400119, inclusive. Within this range, there were 21 non-exempt impact fee payments.

**Total: \$232,325.27**

**Notes/Comments** Transfer of funds into School Impact Fee Account (3107582).

**Check Number:** 952



**Account Withdraws**  
**Office of Impact Fees - Jefferson County Government**

Account 3111776

Schools

Check Number 952

Trace 20140701:56083.68

Date 7/1/2014

Series 1

Recipient Sheriff of Jefferson County

Amount \$232,271.00

Account 3107582

Signature 1 Walt Pellish

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for School Impact Fees Collected in June 2014.

| Deposit Date | Process Number | Ordinance | Enact Date | Amount      |
|--------------|----------------|-----------|------------|-------------|
| 6/4/2014     | 1400098        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/4/2014     | 1400099        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/5/2014     | 1400100        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/5/2014     | 1400101        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/5/2014     | 1400102        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/10/2014    | 1400103        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/11/2014    | 1400104        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/11/2014    | 1400105        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/16/2014    | 1400106        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/16/2014    | 1400107        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/17/2014    | 1400108        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/17/2014    | 1400109        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/24/2014    | 1400110        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/25/2014    | 1400112        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/26/2014    | 1400113        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/26/2014    | 1400114        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/27/2014    | 1400115        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/30/2014    | 1400116        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/30/2014    | 1400117        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/30/2014    | 1400118        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 6/30/2014    | 1400119        | 2003-3    | 11/24/2005 | \$5,111.00  |

**Total amount for this withdraw \$232,271.00**

**Total amount for this account \$232,271.00**

**Total amount all accounts \$232,271.00**

JEFFERSON COUNTY, WEST VIRGINIA  
Engineering Department  
Office of Impact Fees  
116 East Washington Street, P.O. Box 716  
Charles Town, WV 25414

**COPY**

Michelle Mason  
Impact Fee Program Specialist

Phone: (304) 728-3331  
Fax: (304) 728-3953  
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Debbie Keyser, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Tuesday, 1 July 2014  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Law Enforcement Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Law Enforcement Impact Fee Account (Bank of Charles Town account 3120120)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of June 2014.

This transfer consists of two components:

- Impact Fee Process Numbers **1400098** through **1400119**, inclusive. Within this range there were 8 non-exempt impact fee payments. This amounts to **\$2,096.00**.
- Interest earned by the Office of Impact Fees General Account in June 2014 amounts to **\$61.67**, of which **\$0.62** is attributed to fees collected for Law Enforcement.

**As per the attached invoice, the total amount of this transfer is \$2,096.62.**

**Check # 953**

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Invoice**

**Number:** 14026

**Date:** 7/1/2014

**Bill To:**

Office of Impact Fees  
116 East Washington Street  
Suite 100  
Charles Town, WV 25414

**Pay To:**

Sheriff of Jefferson County  
P.O. Box 9  
Charles Town, WV 25414

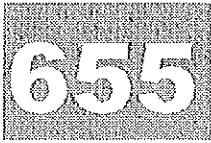
**P.O. Number**

**Vendor Number**

| Description                                                                                                                                                                                                     | Amount            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Impact Fee payments collected for month of June 2014 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Law Enforcement Impact Fees Bank Account (3120120). | \$2,096.00        |
| Interest earned by the Office of Impact Fees General Account June 2014.                                                                                                                                         | \$0.62            |
| Impact Fee Process Numbers 1400098 through 1400119, inclusive. Within this range, there were 8 non-exempt impact fee payments.                                                                                  |                   |
| <b>Total:</b>                                                                                                                                                                                                   | <b>\$2,096.62</b> |

**Notes/Comments** Transfer of funds into Law Enforcement Impact Fee Account (3120120).

**Check Number:** 953



**Account Withdraws**  
Office of Impact Fees - Jefferson County Government

Account 3111776

Law Enforcement

Check Number 953

Trace 20140701:56182.09

Date 7/1/2014

Series 2

Recipient Sheriff of Jefferson County

Account 3120120

Amount \$2,096.00

Signature 1 Walt Pellish

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

**Notes:** Transfer of Impact Fees From General Account for Law Enforcement Impact Fees Collected in June 2014.

| Deposit Date                          | Process Number | Ordinance | Enact Date | Amount     |
|---------------------------------------|----------------|-----------|------------|------------|
| 6/4/2014                              | 1400098        | 2005-1    | 3/22/2005  | \$262.00   |
| 6/4/2014                              | 1400099        | 2005-1    | 3/22/2005  | \$262.00   |
| 6/5/2014                              | 1400100        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/5/2014                              | 1400101        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/5/2014                              | 1400102        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/10/2014                             | 1400103        | 2005-1    | 3/22/2005  | \$262.00   |
| 6/11/2014                             | 1400104        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/11/2014                             | 1400105        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/16/2014                             | 1400106        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/16/2014                             | 1400107        | 2005-1    | 3/22/2005  | \$262.00   |
| 6/17/2014                             | 1400108        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/17/2014                             | 1400109        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/24/2014                             | 1400110        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/25/2014                             | 1400112        | 2005-1    | 3/22/2005  | \$262.00   |
| 6/26/2014                             | 1400113        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/26/2014                             | 1400114        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/27/2014                             | 1400115        | 2005-1    | 3/22/2005  | \$262.00   |
| 6/30/2014                             | 1400116        | 2005-1    | 3/22/2005  | \$262.00   |
| 6/30/2014                             | 1400117        | 2005-1    | 3/22/2005  | \$262.00   |
| 6/30/2014                             | 1400118        | 2005-1    | 3/22/2005  | \$0.00     |
| 6/30/2014                             | 1400119        | 2005-1    | 3/22/2005  | \$0.00     |
| <b>Total amount for this withdraw</b> |                |           |            | \$2,096.00 |
| <b>Total amount for this account</b>  |                |           |            | \$2,096.00 |
| <b>Total amount all accounts</b>      |                |           |            | \$2,096.00 |

JEFFERSON COUNTY, WEST VIRGINIA  
Engineering Department  
Office of Impact Fees  
116 East Washington Street, P.O. Box 716  
Charles Town, WV 25414

**COPY**

Michelle Mason  
Impact Fee Program Specialist

Phone: (304) 728-3331  
Fax: (304) 728-3953  
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Debbie Keyser, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Tuesday, 1 July 2014  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks & Recreation Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Parks & Recreation Impact Fee Account (Bank of Charles Town account 3122808)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of June 2014.

This transfer consists of two components:

- Impact Fee Process Numbers **1400098** through **1400119**, inclusive. Within this range there were 21 non-exempt impact fee payments. This amounts to **\$15,379.00**.
- Interest earned by the Office of Impact Fees General Account in June 2014 amounts to **\$61.67**, of which **\$3.70** is attributed to fees collected for Parks & Recreation.

**As per the attached invoice, the total amount of this transfer is \$15,382.70.**

**Check # 954**

**Jefferson County Commission**

P.O. Box 250  
 Charles Town, WV 25414

**Invoice**

Number: 14027

Date: 7/1/2014

**Bill To:**

Office of Impact Fees  
 116 East Washington Street  
 Suite 100  
 Charles Town, WV 25414

**Pay To:**

Sheriff of Jefferson County  
 P.O. Box 9  
 Charles Town, WV 25414

**P.O. Number**

**Vendor Number**

**Description**

**Amount**

Impact Fee payments collected for month of June 2014 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Parks & Recreation Impact Fees Bank Account (3122808). \$15,379.00

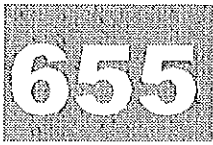
Interest earned by the Office of Impact Fees General Account June 2014. \$3.70

Impact Fee Process Numbers 1400098 through 1400119, inclusive. Within this range, there were 21 non-exempt impact fee payments.

**Total: \$15,382.70**

**Notes/Comments** Transfer of funds into Parks & Recreation Impact Fee Account (3122808).

**Check Number:** 954



**Account Withdraws**  
Office of Impact Fees - Jefferson County Government

Account 3111776

Parks & Rec

Check Number 954

Trace 20140701:56222.19

Date 7/1/2014 Series 3

Recipient Sheriff of Jefferson County

Account 3122808

Amount \$15,379.00

Signature 1 Walt Pellish

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

**Notes:** Transfer of Impact Fees From General Account for Parks and Rec Impact Fees Collected in June 2014.

| Deposit Date | Process Number | Ordinance | Enact Date | Amount   |
|--------------|----------------|-----------|------------|----------|
| 6/4/2014     | 1400098        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/4/2014     | 1400099        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/5/2014     | 1400100        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/5/2014     | 1400101        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/5/2014     | 1400102        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/10/2014    | 1400103        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/11/2014    | 1400104        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/11/2014    | 1400105        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/16/2014    | 1400106        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/16/2014    | 1400107        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/17/2014    | 1400108        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/17/2014    | 1400109        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/24/2014    | 1400110        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/25/2014    | 1400112        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/26/2014    | 1400113        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/26/2014    | 1400114        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/27/2014    | 1400115        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/30/2014    | 1400116        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/30/2014    | 1400117        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/30/2014    | 1400118        | 2005-2    | 5/12/2005  | \$752.00 |
| 6/30/2014    | 1400119        | 2005-2    | 5/12/2005  | \$339.00 |

**Total amount for this withdraw \$15,379.00**

**Total amount for this account \$15,379.00**

**Total amount all accountns \$15,379.00**

JEFFERSON COUNTY, WEST VIRGINIA  
Engineering Department  
Office of Impact Fees  
116 East Washington Street, P.O. Box 716  
Charles Town, WV 25414

COPY

Michelle Mason  
Impact Fee Program Specialist

Phone: (304) 728-3331  
Fax: (304) 728-3953  
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Debbie Keyser, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason  
DATE: Tuesday, 1 July 2014  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Fire & EMS Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Fire & EMS Impact Fee Account (Bank of Charles Town account 3122816)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of June 2014.

This transfer consists of two components:

- Impact Fee Process Numbers **1400098** through **1400119**, inclusive. Within this range there were 21 non-exempt impact fee payments. This amounts to **\$14,274.00**.
- Interest earned by the Office of Impact Fees General Account in June 2014 amounts to **\$61.67**, of which **\$3.08** is attributed to fees collected for Fire & EMS.

**As per the attached invoice, the total amount of this transfer is \$14,277.08.**

**Check # 955**

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Invoice**

**Number:** 14028

**Date:** 7/1/2014

**Bill To:**

Office of Impact Fees  
116 East Washington Street  
Suite 100  
Charles Town, WV 25414

**Pay To:**

Sheriff of Jefferson County  
P.O. Box 9  
Charles Town, WV 25414

**P.O. Number**

**Vendor Number**

**Description**

**Amount**

Impact Fee payments collected for month of June 2014 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Fire & EMS Impact Fees Bank Account (3122816). \$14,274.00

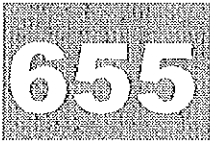
Interest earned by the Office of Impact Fees General Account June 2014. \$3.08

Impact Fee Process Numbers 1400098 through 1400119, inclusive. Within this range, there were 21 non-exempt impact fee payments.

**Total: \$14,277.08**

**Notes/Comments** Transfer of funds into Fire & EMS Impact Fee Account (3122816).

**Check Number:** 955



**Account Withdraws**  
Office of Impact Fees - Jefferson County Government

Account 3111776

Fire & EMS

Check Number 955

Trace 20140701:56260.48

Date 7/1/2014

Series 4

Recipient Sheriff of Jefferson County

Account 3122816

Amount \$14,274.00

Signature 1 Walt Pellish

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for Fire and EMS Impact Fees Collected in June 2014.

| Deposit Date                          | Process Number | Ordinance | Enact Date | Amount      |
|---------------------------------------|----------------|-----------|------------|-------------|
| 6/4/2014                              | 1400098        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/4/2014                              | 1400099        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/5/2014                              | 1400100        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/5/2014                              | 1400101        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/5/2014                              | 1400102        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/10/2014                             | 1400103        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/11/2014                             | 1400104        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/11/2014                             | 1400105        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/16/2014                             | 1400106        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/16/2014                             | 1400107        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/17/2014                             | 1400108        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/17/2014                             | 1400109        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/24/2014                             | 1400110        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/25/2014                             | 1400112        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/26/2014                             | 1400113        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/26/2014                             | 1400114        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/27/2014                             | 1400115        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/30/2014                             | 1400116        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/30/2014                             | 1400117        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/30/2014                             | 1400118        | 2005-3    | 5/12/2005  | \$698.00    |
| 6/30/2014                             | 1400119        | 2005-3    | 5/12/2005  | \$314.00    |
| <b>Total amount for this withdraw</b> |                |           |            | \$14,274.00 |
| <b>Total amount for this account</b>  |                |           |            | \$14,274.00 |
| <b>Total amount all accounts</b>      |                |           |            | \$14,274.00 |

# Jefferson County Public Service District

Received

JUL 09 2014

Jefferson County Public Service District  
Special Board Meeting  
May 14, 2014

Jefferson County Commission

The special meeting of the Jefferson County Public Service District was held at 2:30PM on Wednesday, May 14, 2014 at the District's office in Kearneysville. Those in attendance included: Chairman, Peter Appignani (speakerphone); Secretary, Richard Weese; Treasurer, Bill Strider, PSD General Manager, Susanne Lawton; Administrative Assistant, Ashley Stottlemeyer; District Legal Counsel, Jim Kelsh (speakerphone); from Pentree Engineering, Wayne Morgan and Zane Summerfield; from Cox Hoilida & Professionals, Chuck Young; and District Legal Counsel for the Old Standard Public Service Commission Case, Robert Rodecker (speakerphone).

At the request of the Chairman, Treasurer Bill Strider called the meeting to order at 2:30PM.

Consider entering into or modifying a Letter of Intent prepared by B. Lee Snyder regarding the District's acquisition of the water utility assets of Jefferson Utilities, Inc., the sewer utility assets of Shenandoah Junction Public Sewer, LLC, and East Jefferson Sewer Services, LLC, a water system improvement project for Keyes Ferry Acres, Westridge Hills, and Harpers/Ferry Campsites, the District's professional fees relating to the foregoing, and staying administrative and civil litigation regarding the East Jefferson Sewer Services sewer system.

- Action:** Motion made by Mr. Weese and seconded by Mr. Appignani to convene into executive session for the purpose of discussing litigation and contract negotiations. Unanimously approved.
- Action:** Motion made by Mr. Weese and seconded by Mr. Appignani to return to public session. Unanimously approved.
- Action:** Motion made by Mr. Weese and seconded by Mr. Strider to give Mr. Strider negotiating authority on behalf of the District. Approved 2-1. Mr. Appignani voted against the motion.
- Action:** Motion made by Mr. Weese and seconded by Mr. Appignani to adjourn. Unanimously approved.

There being no further business at this time, the meeting was adjourned at 3:57PM.

The next regular meeting is scheduled for June 2, 2014 at 7:00pm at 340 Edmond Road, Suite A at the Districts office in Kearneysville.

Respectfully Submitted,



Peter L. Appignani  
Chairman



Richard WM Weese  
Secretary

# Jefferson County Public Service District

Received

Jefferson County Public Service District  
Work Session  
June 2, 2014

JUL 09 2014

Jefferson County Commission

The work session of the Jefferson County Public Service District was held at 5:30PM on Monday, June 2, 2014 at the District's office in Kearneysville. Those in attendance included: Chairman, Peter Appignani; Secretary, Richard Weese; Treasurer, Bill Strider; PSD General Manager, Susanne Lawton; Administrative Assistant, Ashley Stottlemeyer; District Legal Counsel, Jim Kelsh; from Pentree Engineering, Zane Summerfield and Wayne Morgan; from Dunn Engineering, Fred Hypes; and Liaison for the County Commission, Commissioner Jane Tabb.

Discuss filing of request for funding to West Virginia Infrastructure and Jobs Development Council for sewer collection and transmission upgrades

Mr. Summerfield submitted for the Board's review a draft Preliminary Engineering Report (PER) for a \$15 million sewer collection and transmission upgrade project that would be submitted with the Infrastructure and Jobs Development Council (IJDC) application. This proposed project would raise the customer rates from \$15.38 to \$18.60 per thousand gallons, an increase of \$3.22. Mr. Strider and Mr. Weese both agreed that this project is needed to handle the additional capacity and provide customers with a more efficient system. Mr. Appignani agreed that the project was a great idea, but a 21% rate increase should not be covered at 100% by the rate payers.

Discuss filing of request for funding to Infrastructure Council for acquisition of water utility assets of Jefferson Utilities, Inc. and Water Project to replace and upgrade Keyes Ferry Acres, Westridge Hills, and Harpers Ferry Campsites

Wayne Morgan from Pentree Engineering submitted for the Board's review a draft PER for acquisition of water utility assets of Jefferson Utilities, Inc. and water project to replace and upgrade the mountain water system which amends the 2009 IJDC filing. Mr. Kelsh stated that an agreement has been reached with Jefferson Utilities, Inc. for a purchase price of \$14.9 million for the water assets, \$1 for each of the two sewer systems, and \$10.2 million mountain water system upgrade project. He also reviewed the cash flow analysis drafted by Chuck Young from CoxHollida Professionals which does not affect the District's customers' rates.

**Action: Motion made by Mr. Strider and seconded by Mr. Weese to adjourn. Unanimously approved.**

There being no further business at this time, the meeting was concluded at 6:24PM

The next regular meeting is scheduled for July 7, 2014 at 7:00pm at 340 Edmond Road, Suite A at the Districts office in Kearneysville.

Respectfully Submitted,



Peter L. Appignani  
Chairman



Richard WM Weese  
Secretary

# Jefferson County Public Service District

Received

JUL 8 9 2014

Jefferson County Public Service District  
Regular Board Meeting  
June 2, 2014

Jefferson County Commission

The monthly meeting of the Jefferson County Public Service District was held at 7:00PM on Monday, June 2, 2014 in the meeting room at the Districts office in Kearneysville. Those in attendance included: Chairman, Peter Appignani; Secretary, Richard Weese; Treasurer, Bill Strider; General Manager, Susanne Lawton; Administrative Assistant, Ashley Stottlemeyer; Finance Manager, April Shultz; Operations Manager, Joe Freeze; District Legal Counsel, Jim Kelsh; from Dunn Engineering, Fred Hypes; from Pentree Engineering, Zane Summerfield and Wayne Morgan; and Liaison for the County Commission, Commissioner Jane Tabb.

## CALL TO ORDER

Chairman Peter Appignani called the meeting to order at 7:00PM.

## Approval of agenda

There were no changes to the agenda.

## Public Comments

Dale Manual, County Commissioner and District customer, expressed his hopes to hear more comprehensive information regarding the \$15 million sewer project. He also informed the Board that he has requested an agenda item on the County Commissions agenda for Thursday to request the District attend a Commission meeting to discuss the rate impact to customers. Mr. Manual is also looking into the use of sewer impact fees for the County.

## OLD BUSINESS

### Review Minutes of May 5 regular board meeting

The minutes of the May 5, 2014 regular board meeting were approved as presented.

**Action: Motion made by Mr. Strider and seconded by Mr. Weese to accept the May 5, 2014 regular meeting minutes as presented. Unanimously approved.**

### Review Minutes of May 5 work session

The minutes of the May 5, 2014 work session were approved as presented.

**Action: Motion made by Mr. Strider and seconded by Mr. Weese to accept the May 5, 2014 work session as presented. Unanimously approved.**

### Review Minutes of May 14 special board meeting

The minutes of the May 14, 2014 special board meeting were approved as presented.

**Action: Motion made by Mr. Strider and seconded by Mr. Weese to accept the May 14, 2014 special meeting minutes as presented. Unanimously approved.**

### Update on the water systems improvement project for Glen Haven and Cavaland

- Approval of payment # 1 to contractor

Ms. Lawton informed the Board that construction has begun for the upgrade project. She stated the Board will need to approve the second draw from the bond proceeds to pay the contractor for materials and labor. Mr. Appignani read the resolution for payment #1 to the contractor as follows:

RESOLUTION OF THE PUBLIC SERVICE BOARD OF THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO ENGINEERING AND OTHER SERVICES FOR THE CAVALAND & GLEN HAVEN WATER SYSTEM IMPROVEMENTS PROJECT AND AUTHORIZING PAYMENT THEREOF.

**Action:** **Motion by Mr. Weese and seconded by Mr. Strider to adopt the resolution as read by Mr. Appignani. Unanimously approved.**

Discuss the District's financial status (status of paying bills)

Finance Manager, April Shultz stated that last month all of the District's disbursements were paid after the Board meeting with a small cash balance remaining, but this month there is a \$25,000 shortage to cover the monthly bills due to various pump station problems, a three pay-period month, and the early date of the board meeting.

**Action:** **No action required by the Board.**

Options and process path for creating/revising PSD strategic plan

Mr. Hypes submitted to the Board a strategic plan development proposal for what the plan would include, however, Mr. Hypes would like to wait a couple of months to see how the proposed water and sewer projects being discussed will move forward and then return to the Board with a contract.

**Action:** **No action required by the Board.**

Approve filing of request for funding to West Virginia Infrastructure and Jobs Development Council for sewer collection and transmission upgrades

Last month the Board chose to pursue option 8 for a sewer collection and transmission upgrade project. Mr. Summerfield completed a draft preliminary engineering report to be submitted with the West Virginia Infrastructure and Jobs Development Council application if the Board votes to submit. Chuck Young, the District's accountant, completed a financial analysis for the project which concluded a \$3.22/1000 gallon rate increase to cover the project costs. This project would eliminate five pump stations, provide sufficient sewer capacity for platted lots in the Districts service area, reduce the capacity strain in parts of the system including the Burr Park area and the City of Ranson, and provide the flows to the Charles Town plant in the most efficient manner stated by Mr. Summerfield.

Mr. Appignani expressed his concern that the cost should be shared with the developers and the rate-payers should not bear the sole responsibility of the cost of this project.

**Action:** **Motion made by Mr. Strider and seconded by Mr. Weese to approve filing a request for funding to West Virginia Infrastructure and Jobs Development Council for sewer collection and transmission upgrades. The motion was approved 2-1. Mr. Appignani voted against the motion.**

Discuss report on easement/ownership of four pump stations

Ms. Lawton has been working with Attorney Robert Glenn, from Jackson Kelly, on attaining easements for pump station 3-8 and 3-9. Mr. Kelly was recommended by Mr. David Hammer since he was unable to accept.

**Action:** **No action required by the Board.**

Discuss sewer capacity for Harvest Hills and Burr/Bardane Industrial Parks

Mr. Hypes and Mr. Summerfield both expressed the concern that the capacity for this area is almost at maximum capacity. The District is attempting to fix this problem with the proposed sewer collection project.

**Action:** **No action required by the Board.**

Consider approval of revised termination agreement with Mockingbirdhil, Inc.

Mr. Keish is working with Mr. Eckstein on a revised termination agreement per changes requested by the Public Service Commission. He will have a revised agreement next month.

**Action:** **No action required by the Board.**

**NEW BUSINESS**

Approve initiation of solicitation of engineering services for final design of sewer collection and transmission upgrade project

Mr. Kelsh stated that in the 2012 rate case, it was requested that the District solicit the 5G process for all new projects. For the sewer project, Pentree completed the preliminary engineering report, but the engineering services for final design must go out to bid.

**Action:** Motion made by Mr. Strider and seconded by Mr. Weese to approve the solicitation of engineering services for final design of sewer collection and transmission upgrade project. Unanimously approved.

Approve filing of request for funding to Infrastructure Council for acquisition of water utility assets of Jefferson Utilities, Inc. and Water Project to replace and upgrade Keyes Ferry Acres, Westridge Hills, and Harpers Ferry Campsites

Last month the Board approved Mr. Strider to have negotiating authority for the proposed purchase of Jefferson Utilities, Inc (JUI). Mr. Kelsh stated that an agreement has been reached to acquire the JUI water systems and associated assets including the sewer system for \$14.9 million. Wayne Morgan from Pentree has drafted a Preliminary Engineering Report to be submitted with the West Virginia Infrastructure and Jobs Development Council application if the Board votes to submit. He stated the application would include the \$14.9 million purchase of JUI and a \$10.2 million upgrade project for the mountain water systems. Mr. Appignani believes there are a lot of problems with this project, including the fact that the PSC uses net book value and the net book value of JUI is a negative \$2.5 million.

**Action:** Motion made by Mr. Strider and seconded by Mr. Weese to approve filing a request for funding to Infrastructure Council for acquisition of water utility assets of Jefferson Utilities, Inc. and Water Project to replace and upgrade Keyes Ferry Acres, Westridge Hills, and Harpers Ferry Campsites. Approved 2-1. Mr. Appignani voted against the motion.

Update on Statuses of Current Public Service Commission Cases

PSC case # 13-1832-PSD-PC - Mr. Kelsh is waiting for a response from the PSC.

PSC case # 14-0606-PSD-C - In the Lutman Properties complaint, Mr. Kelsh and Mr. Lutman's attorney have agreed upon an interim arrangement. Lutman Properties is going to pay for residential sewer service for three (3) units while the case is pending.

PSC case # 14-0582-PSD-PC - Mr. Kelsh is working with Mr. Eckstine to revise the termination agreement per the PSC request.

PSC case # 13-1175-S-C & Circuit Court case # 14-C-51 – Both cases have been stayed for 120 days pending the outcome of both the proposed sewer collection project and the JUI purchase.

**Action:** No action required by the Board.

Discussion of any Expenses over Budget

There were no items over budget this month.

**Action:** No action required by the Board.

Disbursements

**Action:** Motion made by Mr. Strider and seconded by Mr. Weese to approve disbursements for Public Service District water expenses in the amount of \$11,383.42. Unanimously approved.

**Action:** Motion made by Mr. Strider and seconded by Mr. Weese to approve disbursements for the Public Service District sewer expenses in the amount of \$195,712.19. Unanimously approved.

Approve transfer of \$1,235.87 from the renewal & replacement account to the Sewer Operating account to repair the portable generator.

Approve transfer of \$1,572.80 from the renewal & replacement account to the Sewer Operating account for the repairs at pump station 3-8.

Approve transfer of \$606.32 from the renewal & replacement account to the Sewer Operating account for the repairs at Deerfield.

Approve transfer of \$3,748.60 from the Sewer Security Deposit account to the Sewer Operating account for security deposit refunds

**Action:** Motion made by Mr. Strider and seconded by Mr. Weese to approve the transfer of \$1,235.87 from the renewal & replacement account to sewer operating account to repair the portable generator, to approve the transfer of \$1,572.80 from the renewal & replacement account to sewer operating account for the repairs at pump station 3-8, to approve the transfer of \$606.32 from the renewal & replacement account to sewer operating account for the repairs at Deerfield, and to approve the transfer of \$3,748.60 from the sewer security deposit account into the sewer operating account for security deposit refunds. Unanimously approved.

General Manager's Report

Ms. Lawton updated the Board on activities since last month's meeting.

Pump Stations – Ms. Lawton discussed the various pump station problems.

**Action:** No action required by the Board.

Other staff reports

None discussed.

**Action:** No action required by the Board.

Correspondence

None discussed.

Public Comment

John Maxey, Harpers Ferry resident, expressed his concern with the \$40 million in project funding the District is going to request from IJDC since their available funding to contribute to projects has been reduced. He doesn't believe the District should pursue projects they can't afford because if the projects don't get approved, the costs already spent have to be covered by the current ratepayers.

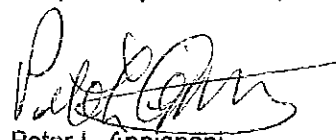
Dale Manual, County Commissioner and District customer, stated that he was a little bit more happy this month than last month regarding the discussions on the water and sewer projects. He appreciates Mr. Weese expressing his thoughts for wanting developers to contribute to covering some of the project costs. However, Mr. Manual still believes the District is moving too fast on the pursuit of both projects and possibly a "piecemeal" approach could be used.

**Action:** Motion made by Mr. Weese and seconded by Mr. Strider to adjourn. Unanimously approved.

There being no further business at this time, the meeting was adjourned at 8:31PM.

The next regular meeting is scheduled for Monday, July 7, 2014 at 7:00pm at 340 Edmond Road, Suite A at the Districts office in Kearneysville.

Respectfully Submitted,



Peter L. Appignani  
Chairman



Richard WM Weese  
Secretary

**Courthouse  
Facilities  
Improvement  
Authority**



2003 Quarrier Street  
Charleston, WV 25311  
Phone: (304) 558-5435  
Fax: (304) 558-9174  
Email: melissa.smith@wvcfia.com

Joseph M. Alongi  
Chairman

Melissa Garretson Smith  
Executive Director

**Request for Funding Applications**

Date: June 23, 2014  
To: All West Virginia County Commissions  
From: Melissa Garretson Smith, Executive Director  
Subject: 12<sup>th</sup> Cycle Funding and Application Schedule

The West Virginia Courthouse Facilities Improvement Authority (CFIA) is pleased to announce the acceptance of applications for its 12th cycle of courthouse improvements. Applications and related information may be obtained through our website at [www.cfia.wv.gov](http://www.cfia.wv.gov) under the "Grant Application" tab. All items are in PDF format and accept entered data. Completed applications can be printed and can be saved to your computer. In addition, we have enclosed a hard copy of the application.

It should be noted that there are limitations to the amount of funds available. It has been determined by the Authority's Board of Directors that the funding cycle must be limited to a maximum CFIA contribution of \$100,000 per approved project. The Authority Board has determined that grant awards will provide an 80% maximum contribution, with the county applicant responsible for a minimum of 20% of the project value. The following examples should help to clarify the program parameters:

| <u>Example #</u> | <u>Project Value</u> | <u>CFIA Contribution</u> | <u>County Applicant</u> |
|------------------|----------------------|--------------------------|-------------------------|
| #1               | \$125,000            | \$100,000 (80%)          | \$25,000 (20%)          |
| #2               | \$60,000             | \$48,000 (80%)           | \$12,000 (20%)          |
| #3               | \$300,000            | \$100,000 (maximum)      | \$200,000               |

In order to facilitate county applicant's cash flow concerns, the Authority's Board has adopted a modified reimbursement schedule. This schedule permits up to three payments based on progress reports and supporting expenditure documentation. Each request will be reimbursed at 80% of the submitted amount, however, no request shall exceed the total grant award. Should your project receive funding, you will find the Quarterly Progress Report, the Reimbursement Request form and the Project Completion Report guidelines on our website.

The 12<sup>th</sup> cycle funding and application schedule is as follows:

- July 10th – Grant Application training offered at our office in Charleston. Please email Melissa or call to RSVP. The training will begin at 10:30 a.m.
- July 31<sup>st</sup> – Grant Application training offered in Bridgeport at the offices of Thrasher Engineering. Directions are enclosed. The training will begin at 10:30 a.m. Please email Melissa or call the CFIA office to RSVP.
- September 19th - Receiving deadline for draft review. Not required, but suggested. This is NOT a postmark deadline. This deadline is for the application actually being received by the CFIA office.
- **October 3, 2014 - Postmark deadline for 12<sup>th</sup> cycle applications**
- November 2014 - Funding award notices sent via US postal service
- December 2014 - Contract signings will take place for all 12<sup>th</sup> cycle grants.
- January 1, 2015 - 12<sup>th</sup> cycle contracts begin.

(continued on back)

Please review the application information carefully. Our website, [www.cfia.wv.gov](http://www.cfia.wv.gov), should answer any questions you may have. However, if it does not, please contact our office. Upon submission, your application should be organized into seven (7) Tabs. The Tabs are explained in the application.

In addition, you may only apply under ONE project category. Please only submit Tab II and Tab III which apply to ONE specific category. It is not necessary to complete or return those portions of the application which do not relate to your project. Only one project per county will be funded in each cycle.

We look forward to hearing from you in the near future. Please do not hesitate to contact us if you have questions or if additional information is required. Melissa can be reached via email at: [melissa.smith@wvcfia.com](mailto:melissa.smith@wvcfia.com) or phone: (304) 558-5435.



Department of Military Affairs & Public Safety

MEMORANDUM

Received

JUL 02 2014

Jefferson County Commission

**TO:** Ralph A. Lorenzetti  
Project Director

**FROM:** Sara E. Miller  
Justice Programs Specialist

**DATE:** June 25, 2014

**RE:** Recommended FY 2014 Awards

A handwritten signature in black ink, appearing to be "Sara E. Miller", is written over the "FROM:" field.

Please be advised a federal application and/or award from the *Office for Victims of Crime (OVC)* has not been released/received to date. However, in order for programs to strategically plan for funding and in an effort to expedite the process once the award has been received, the *West Virginians Against Violence Committee* and the Division of Justice and Community Services are notifying applicants that they **have been recommended for funding** in the amount of \$58,881.00 for the upcoming fiscal year. **Please be advised this is NOT an official award.** These recommendations are contingent upon receiving the *VOCA Federal Award* and the Governor approving and awarding the grants. Please be advised that the recommended amount may be subject to change.

If you have any further questions regarding this matter, please contact me at (304) 558-8814, extension 53336 or [Sara.E.Miller@wv.gov](mailto:Sara.E.Miller@wv.gov) or Sarah Brown at extension 53337 or [Sarah.J.Brown@wv.gov](mailto:Sarah.J.Brown@wv.gov)

SEM/lbm

c: Walter Pellish



**WEST VIRGINIA LOTTERY  
WEEKLY SETTLEMENT FOR CHARLES TOWN**

| <b>Week Ending Date</b>                                  | <b>Week Ending</b>         |
|----------------------------------------------------------|----------------------------|
|                                                          | June 28, 2014              |
|                                                          | FY14                       |
| <b>To be Deposited on:</b>                               | <b>July 7, 2014</b>        |
| <b>Amount Played</b>                                     | <b>61,125,310.44</b>       |
| <b>Amount Won</b>                                        | <b>55,113,120.67</b>       |
| <b>Amount Promo</b>                                      | <b>308,288.00</b>          |
| <b>MWAP Contribution</b>                                 | <b><u>3,632.36</u></b>     |
| <b>Adjusted Gross Terminal Revenue</b>                   | <b><u>5,700,269.41</u></b> |
| <b>Administrative Costs @ 4%</b>                         | <b>0.00</b>                |
| <b>Excess Lottery Fund @ 4%</b>                          | <b><u>228,010.78</u></b>   |
| <b>Net Terminal Revenue</b>                              | <b><u>5,472,258.63</u></b> |
| <b>Surcharge @ 10%</b>                                   | <b>547,225.88</b>          |
| <b>State Share Excess @ 58%</b>                          | <b>317,391.01</b>          |
| <b>Track Share of Capital Reinvestment @ 42%</b>         | <b>229,834.87</b>          |
| <i>Track Share of Capital Reinvestment @ 42% - 96%</i>   | <i>220641.48</i>           |
| <i>Track Share of Capital Reinvestment @ 42% - 4%</i>    | <i>9193.39</i>             |
| <b>Adjusted Net Terminal Revenue</b>                     | <b><u>4,925,032.75</u></b> |
| <b>Racetrack @ 46.50% / 42%</b>                          | <b>2,068,513.76</b>        |
| <b>Lottery Fund @ 30% / 0%</b>                           | <b>0.00</b>                |
| <b>Excess Lottery Fund @ 0% / 41%</b>                    | <b>2,019,263.45</b>        |
| <b>Race Track Purses @ 7% / 14% / 8%</b>                 | <b>394,002.62</b>          |
| <b>Workers' Compensation Debt Reduction @ 7% / 0%</b>    | <b>0.00</b>                |
| <b>Employee Pension Fund @ 1% / .5%</b>                  | <b>24,625.16</b>           |
| <b>Greyhound Development @ .75%</b>                      | <b>36,937.75</b>           |
| <b>Thoroughbred Development @ .75%</b>                   | <b>36,937.75</b>           |
| <b>Racing Commission @ 1%</b>                            | <b>49,250.32</b>           |
| <b>County/Municipality @ 2%</b>                          | <b>98,500.64</b>           |
| <b>3% Funds:</b>                                         |                            |
| <b>Tourism Promotion Fund @ 1.375%</b>                   | <b>67,719.20</b>           |
| <b>Development Office Promotion Fund @ .375%</b>         | <b>18,468.87</b>           |
| <b>Research Challenge Fund @ .5%</b>                     | <b>24,625.16</b>           |
| <b>Capitol Renovation and Improvement Fund @ .6875%</b>  | <b>33,859.60</b>           |
| <b>2004 Capitol Complex Parking Garage Fund @ .0625%</b> | <b>3,078.15</b>            |
| <b>1% Funds:</b>                                         |                            |
| <b>State Capitol Complex Parking Garage @ 1%</b>         | <b>0.00</b>                |
| <b>Cultural Facilities and Capitol Resources @ .5%</b>   | <b>0.00</b>                |
| <b>Capitol Dome and Capitol Improvements @ .5% / 1%</b>  | <b><u>49,250.32</u></b>    |
|                                                          | <b><u>4,925,032.75</u></b> |

WEST VIRGINIA LOTTERY

First Benchmark  
Charles Town  
County / City Split  
Fiscal Year 2014

Charles Town  
1999 Net Terminal Revenue \$ 45,603,174  
Benchmark Goal @ 2% \$ 912,083.48

| DATE                       | 2% OF<br>ADJ. NET<br>REVENUE | TO<br>JEFFERSON<br>COUNTY | TO<br>FIVE<br>CITIES | BOLIVAR<br>7.93% | CHARLES<br>TOWN<br>39.90% | HARPERS<br>FERRY<br>2.17% | RANSON<br>33.68% | SHEPHERDS<br>TOWN<br>16.32% |
|----------------------------|------------------------------|---------------------------|----------------------|------------------|---------------------------|---------------------------|------------------|-----------------------------|
| 6 days ending:<br>07/06/13 | \$ 123,196.88                | \$ 123,196.88             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| Week ending:<br>07/13/13   | \$ 128,060.40                | \$ 128,060.40             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 07/20/13                   | \$ 115,128.84                | \$ 115,128.84             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 07/27/13                   | \$ 123,049.56                | \$ 123,049.56             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/03/13                   | \$ 116,180.80                | \$ 116,180.80             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/10/13                   | \$ 120,078.64                | \$ 120,078.64             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/17/13                   | \$ 124,888.56                | \$ 124,888.56             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/24/13                   | \$ 118,284.44                | \$ 89,882.12              | \$ 28,402.32         | \$ 2,252.30      | \$ 11,332.53              | \$ 616.33                 | \$ 9,565.90      | \$ 4,635.26                 |
| 08/31/13                   | \$ 117,826.36                | \$ 58,913.18              | \$ 58,913.18         | \$ 4,671.81      | \$ 23,506.36              | \$ 1,278.42               | \$ 19,841.96     | \$ 9,614.63                 |
| 09/07/13                   | \$ 135,517.48                | \$ 67,758.74              | \$ 67,758.74         | \$ 5,373.27      | \$ 27,035.74              | \$ 1,470.36               | \$ 22,821.14     | \$ 11,058.23                |
| 09/14/13                   | \$ 106,748.44                | \$ 53,374.22              | \$ 53,374.22         | \$ 4,232.58      | \$ 21,296.31              | \$ 1,158.22               | \$ 17,976.44     | \$ 8,710.67                 |
| 09/21/13                   | \$ 108,555.88                | \$ 54,277.94              | \$ 54,277.94         | \$ 4,304.24      | \$ 21,656.90              | \$ 1,177.83               | \$ 18,280.81     | \$ 8,858.16                 |
| 09/28/13                   | \$ 109,763.00                | \$ 54,881.50              | \$ 54,881.50         | \$ 4,352.10      | \$ 21,897.72              | \$ 1,190.93               | \$ 18,484.09     | \$ 8,956.66                 |
| 10/05/13                   | \$ 111,901.48                | \$ 55,950.74              | \$ 55,950.74         | \$ 4,436.89      | \$ 22,324.35              | \$ 1,214.13               | \$ 18,844.21     | \$ 9,131.18                 |
| 10/12/13                   | \$ 111,675.84                | \$ 55,837.92              | \$ 55,837.92         | \$ 4,427.95      | \$ 22,279.33              | \$ 1,211.68               | \$ 18,806.21     | \$ 9,112.75                 |
| 10/19/13                   | \$ 122,654.40                | \$ 61,327.20              | \$ 61,327.20         | \$ 4,883.25      | \$ 24,469.55              | \$ 1,330.80               | \$ 20,655.00     | \$ 10,008.60                |
| 10/26/13                   | \$ 105,708.12                | \$ 52,854.06              | \$ 52,854.06         | \$ 4,191.33      | \$ 21,088.77              | \$ 1,146.93               | \$ 17,801.25     | \$ 8,625.78                 |
| 11/02/13                   | \$ 115,087.08                | \$ 57,543.54              | \$ 57,543.54         | \$ 4,563.20      | \$ 22,959.87              | \$ 1,248.70               | \$ 19,380.66     | \$ 9,391.11                 |
| 11/09/13                   | \$ 109,333.52                | \$ 54,666.76              | \$ 54,666.76         | \$ 4,335.07      | \$ 21,812.04              | \$ 1,186.27               | \$ 18,411.76     | \$ 8,921.62                 |
| 11/16/13                   | \$ 112,991.92                | \$ 56,495.96              | \$ 56,495.96         | \$ 4,480.13      | \$ 22,541.89              | \$ 1,225.96               | \$ 19,027.84     | \$ 9,220.14                 |
| 11/23/13                   | \$ 97,257.24                 | \$ 48,628.62              | \$ 48,628.62         | \$ 3,856.25      | \$ 19,402.82              | \$ 1,055.24               | \$ 16,378.12     | \$ 7,936.19                 |
| 11/30/13                   | \$ 119,291.32                | \$ 59,645.66              | \$ 59,645.66         | \$ 4,729.90      | \$ 23,798.62              | \$ 1,294.31               | \$ 20,088.66     | \$ 9,734.17                 |
| 12/07/13                   | \$ 94,612.48                 | \$ 47,306.24              | \$ 47,306.24         | \$ 3,751.38      | \$ 18,875.19              | \$ 1,026.55               | \$ 15,932.74     | \$ 7,720.38                 |
| 12/14/13                   | \$ 58,458.04                 | \$ 29,229.02              | \$ 29,229.02         | \$ 2,317.86      | \$ 11,662.38              | \$ 634.27                 | \$ 9,844.33      | \$ 4,770.18                 |
| 12/21/13                   | \$ 89,162.04                 | \$ 44,581.02              | \$ 44,581.02         | \$ 3,535.27      | \$ 17,787.83              | \$ 967.41                 | \$ 15,014.89     | \$ 7,275.62                 |
| 12/28/13                   | \$ 124,234.28                | \$ 62,117.14              | \$ 62,117.14         | \$ 4,925.89      | \$ 24,784.74              | \$ 1,347.94               | \$ 20,921.05     | \$ 10,137.52                |
| 01/04/14                   | \$ 125,927.76                | \$ 62,963.88              | \$ 62,963.88         | \$ 4,993.04      | \$ 25,122.59              | \$ 1,366.32               | \$ 21,206.23     | \$ 10,275.70                |
| 01/11/14                   | \$ 75,871.88                 | \$ 37,935.94              | \$ 37,935.94         | \$ 3,008.32      | \$ 15,136.44              | \$ 823.21                 | \$ 12,776.82     | \$ 6,191.15                 |
| 01/18/14                   | \$ 98,837.28                 | \$ 49,418.64              | \$ 49,418.64         | \$ 3,918.90      | \$ 19,718.04              | \$ 1,072.38               | \$ 16,644.20     | \$ 8,065.12                 |
| 01/25/14                   | \$ 85,441.60                 | \$ 42,720.80              | \$ 42,720.80         | \$ 3,387.76      | \$ 17,045.60              | \$ 927.04                 | \$ 14,388.37     | \$ 6,972.03                 |
| 02/01/14                   | \$ 95,363.20                 | \$ 47,681.60              | \$ 47,681.60         | \$ 3,781.15      | \$ 19,024.86              | \$ 1,034.69               | \$ 16,059.16     | \$ 7,781.64                 |
| 02/08/14                   | \$ 90,869.04                 | \$ 45,434.52              | \$ 45,434.52         | \$ 3,602.96      | \$ 18,128.37              | \$ 985.93                 | \$ 15,302.35     | \$ 7,414.91                 |
| 02/15/14                   | \$ 82,152.16                 | \$ 41,076.08              | \$ 41,076.08         | \$ 3,257.33      | \$ 16,389.36              | \$ 891.35                 | \$ 13,834.42     | \$ 6,703.62                 |
| 02/22/14                   | \$ 123,047.96                | \$ 61,523.98              | \$ 61,523.98         | \$ 4,878.85      | \$ 24,548.07              | \$ 1,335.07               | \$ 20,721.28     | \$ 10,040.71                |
| 03/01/14                   | \$ 115,489.56                | \$ 57,744.78              | \$ 57,744.78         | \$ 4,579.16      | \$ 23,040.17              | \$ 1,253.06               | \$ 19,448.44     | \$ 9,423.95                 |
| 03/08/14                   | \$ 100,879.88                | \$ 50,439.94              | \$ 50,439.94         | \$ 3,999.89      | \$ 20,125.53              | \$ 1,094.55               | \$ 16,988.17     | \$ 8,231.80                 |
| 03/15/14                   | \$ 108,829.32                | \$ 54,414.66              | \$ 54,414.66         | \$ 4,315.08      | \$ 21,711.45              | \$ 1,180.80               | \$ 18,326.86     | \$ 8,880.47                 |
| 03/22/14                   | \$ 101,469.24                | \$ 50,734.62              | \$ 50,734.62         | \$ 4,023.26      | \$ 20,243.11              | \$ 1,100.94               | \$ 17,087.42     | \$ 8,279.89                 |
| 03/29/14                   | \$ 102,349.20                | \$ 51,174.60              | \$ 51,174.60         | \$ 4,058.15      | \$ 20,418.67              | \$ 1,110.49               | \$ 17,235.60     | \$ 8,351.69                 |
| 04/05/14                   | \$ 110,459.80                | \$ 55,229.90              | \$ 55,229.90         | \$ 4,379.73      | \$ 22,036.73              | \$ 1,198.49               | \$ 18,601.43     | \$ 9,013.52                 |
| 04/12/14                   | \$ 97,306.36                 | \$ 48,653.18              | \$ 48,653.18         | \$ 3,858.20      | \$ 19,412.62              | \$ 1,055.77               | \$ 16,386.39     | \$ 7,940.20                 |
| 04/19/14                   | \$ 108,938.44                | \$ 54,469.22              | \$ 54,469.22         | \$ 4,319.41      | \$ 21,733.22              | \$ 1,181.98               | \$ 18,345.23     | \$ 8,889.38                 |
| 04/26/14                   | \$ 103,274.36                | \$ 51,637.18              | \$ 51,637.18         | \$ 4,094.83      | \$ 20,603.23              | \$ 1,120.53               | \$ 17,391.40     | \$ 8,427.19                 |
| 05/03/14                   | \$ 109,515.44                | \$ 54,757.72              | \$ 54,757.72         | \$ 4,342.29      | \$ 21,848.33              | \$ 1,188.24               | \$ 18,442.40     | \$ 8,936.46                 |
| 05/10/14                   | \$ 102,023.52                | \$ 51,011.76              | \$ 51,011.76         | \$ 4,045.23      | \$ 20,353.69              | \$ 1,106.96               | \$ 17,180.76     | \$ 8,325.12                 |
| 05/17/14                   | \$ 102,296.68                | \$ 51,148.34              | \$ 51,148.34         | \$ 4,056.06      | \$ 20,408.19              | \$ 1,109.92               | \$ 17,226.76     | \$ 8,347.41                 |
| 05/24/14                   | \$ 106,165.20                | \$ 53,082.60              | \$ 53,082.60         | \$ 4,209.45      | \$ 21,179.96              | \$ 1,151.89               | \$ 17,878.22     | \$ 8,663.08                 |
| 05/31/14                   | \$ 125,285.96                | \$ 62,642.98              | \$ 62,642.98         | \$ 4,967.59      | \$ 24,994.55              | \$ 1,359.35               | \$ 21,098.16     | \$ 10,223.33                |
| 06/07/14                   | \$ 99,034.36                 | \$ 49,517.18              | \$ 49,517.18         | \$ 3,926.71      | \$ 19,757.36              | \$ 1,074.52               | \$ 16,677.39     | \$ 8,081.20                 |
| 06/14/14                   | \$ 100,533.00                | \$ 50,266.50              | \$ 50,266.50         | \$ 3,986.14      | \$ 20,056.33              | \$ 1,090.78               | \$ 16,929.76     | \$ 8,203.49                 |
| 06/21/14                   | \$ 97,536.28                 | \$ 48,768.14              | \$ 48,768.14         | \$ 3,867.31      | \$ 19,458.49              | \$ 1,058.27               | \$ 16,425.11     | \$ 7,958.96                 |
| 06/28/14                   | \$ 98,500.64                 | \$ 49,250.32              | \$ 49,250.32         | \$ 3,905.55      | \$ 19,650.88              | \$ 1,068.73               | \$ 16,587.51     | \$ 8,037.65                 |
| Subtotal                   | \$ 5,587,045.16              | \$ 3,249,554.32           | \$ 2,337,490.84      | \$ 185,363.02    | \$ 932,658.88             | \$ 50,723.54              | \$ 787,266.90    | \$ 381,478.50               |

Benchmark Goal @ 2% \$ 912,083.48

Remainder until 1% / 1% Split \$ -

**VIDEO LOTTERY REPORT**

| FY 2010      |            | FY 2011    |            | FY 2012    |            | FY 2013    |            | FY 2014    |            |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Date         | Amount     | Date       | Amount     | Date       | Amount     | Date       | Amount     | Date       | Amount     |
| 07/04/2009 * | 128,262.42 | 7/3/2010   | 115,402.58 | 7/1-2/2011 | 69,824.12  | 7/7/2012   | 161,637.92 | 7/6/2013   | 123,196.88 |
| 7/11/2009    | 168,815.08 | 7/10/2010  | 205,731.64 | 7/9/2011   | 171,717.28 | 7/14/2012  | 129,458.04 | 7/13/2013  | 128,060.40 |
| 7/18/2009    | 160,652.98 | 7/17/2010  | 161,386.76 | 7/16/2011  | 143,019.52 | 7/21/2012  | 130,037.00 | 7/20/2013  | 115,128.84 |
| 7/25/2009    | 158,869.08 | 7/24/2010  | 160,368.28 | 7/23/2011  | 146,508.00 | 7/28/2012  | 137,164.44 | 7/27/2013  | 123,049.56 |
| 8/1/2009     | 174,493.08 | 7/31/2010  | 157,802.08 | 7/30/2011  | 144,510.28 | 8/4/2012   | 132,931.16 | 8/3/2013   | 116,180.80 |
| 8/8/2009     | 138,408.80 | 8/7/2010   | 136,494.98 | 8/6/2011   | 151,495.28 | 8/11/2012  | 134,212.88 | 8/10/2013  | 120,078.64 |
| 8/15/2009    | 81,222.14  | 8/14/2010  | 78,376.68  | 8/13/2011  | 117,350.38 | 8/18/2012  | 110,241.90 | 8/17/2013  | 124,888.56 |
| 8/22/2009    | 76,260.31  | 8/21/2010  | 76,199.02  | 8/20/2011  | 71,614.12  | 8/25/2012  | 66,209.90  | 8/24/2013  | 89,882.12  |
| 8/29/2009    | 80,472.92  | 8/28/2010  | 72,460.03  | 8/27/2011  | 63,432.14  | 9/1/2012   | 67,133.42  | 8/31/2013  | 58,913.18  |
| 9/5/2009     | 80,798.15  | 9/4/2010   | 76,362.84  | 9/3/2011   | 80,837.76  | 9/8/2012   | 74,029.40  | 9/7/2013   | 67,758.74  |
| 9/12/2009    | 86,286.92  | 9/11/2010  | 82,969.36  | 9/10/2011  | 84,845.80  | 9/15/2012  | 61,838.04  | 9/14/2013  | 53,374.22  |
| 9/19/2009    | 70,010.15  | 9/18/2010  | 67,638.78  | 9/17/2011  | 66,748.62  | 9/22/2012  | 56,996.90  | 9/21/2013  | 54,277.94  |
| 9/26/2009    | 69,316.87  | 9/25/2010  | 70,435.06  | 9/24/2011  | 68,929.80  | 9/29/2012  | 61,611.40  | 9/28/2013  | 54,881.50  |
| 10/3/2009    | 72,286.04  | 10/2/2010  | 71,013.86  | 10/1/2011  | 68,871.64  | 10/6/2012  | 62,715.20  | 10/5/2013  | 55,950.74  |
| 10/10/2009   | 69,650.63  | 10/9/2010  | 69,311.50  | 10/8/2011  | 70,866.90  | 10/13/2012 | 60,710.18  | 10/12/2013 | 55,837.92  |
| 10/17/2009   | 73,560.21  | 10/16/2010 | 75,234.62  | 10/15/2011 | 75,262.66  | 10/20/2012 | 62,333.08  | 10/19/2013 | 61,327.20  |
| 10/24/2009   | 67,581.66  | 10/23/2010 | 70,290.80  | 10/22/2011 | 68,757.72  | 10/27/2012 | 58,073.54  | 10/26/2013 | 52,854.06  |
| 10/31/2009   | 64,528.30  | 10/30/2010 | 65,615.04  | 10/29/2011 | 60,507.98  | 11/3/2012  | 56,545.30  | 11/2/2013  | 57,543.54  |
| 11/7/2009    | 63,741.59  | 11/6/2010  | 61,337.62  | 11/5/2011  | 70,673.88  | 11/10/2012 | 56,110.96  | 11/9/2013  | 54,666.76  |
| 11/14/2009   | 65,959.64  | 11/13/2010 | 64,595.28  | 11/12/2011 | 67,627.10  | 11/17/2012 | 57,432.36  | 11/16/2013 | 56,495.96  |
| 11/21/2009   | 59,547.05  | 11/20/2010 | 56,010.08  | 11/19/2011 | 60,690.60  | 11/24/2012 | 65,888.86  | 11/23/2013 | 48,628.62  |
| 11/28/2009   | 72,399.98  | 11/27/2010 | 71,170.90  | 11/26/2011 | 74,140.54  | 12/1/2012  | 50,243.34  | 11/30/2013 | 59,645.66  |
| 12/5/2009    | 51,006.51  | 12/4/2010  | 53,215.08  | 12/3/2011  | 59,429.94  | 12/8/2012  | 50,770.96  | 12/7/2013  | 47,306.24  |
| 12/12/2009   | 52,460.58  | 12/11/2010 | 46,944.00  | 12/10/2011 | 51,395.44  | 12/15/2012 | 47,022.38  | 12/14/2013 | 29,229.02  |
| 12/19/2009   | 32,834.39  | 12/18/2010 | 42,076.76  | 12/17/2011 | 55,981.32  | 12/22/2012 | 46,838.96  | 12/21/2013 | 44,581.02  |
| 12/26/2009   | 53,406.34  | 12/25/2010 | 50,450.28  | 12/24/2011 | 54,248.62  | 12/29/2012 | 59,697.22  | 12/28/2013 | 62,117.14  |
| 1/2/2010     | 92,980.40  | 1/1/2011   | 85,152.12  | 12/31/2011 | 94,661.00  | 1/5/2013   | 71,673.52  | 1/4/2014   | 62,963.88  |
| 1/9/2010     | 55,020.46  | 1/8/2011   | 54,301.30  | 1/7/2012   | 74,863.40  | 1/12/2013  | 50,416.30  | 1/11/2014  | 37,935.94  |
| 1/16/2010    | 60,551.28  | 1/15/2011  | 54,005.90  | 1/14/2012  | 58,901.92  | 1/19/2013  | 51,211.88  | 1/18/2014  | 49,418.64  |
| 1/23/2010    | 69,943.53  | 1/22/2011  | 60,924.74  | 1/21/2012  | 61,819.92  | 1/26/2013  | 46,966.26  | 1/25/2014  | 42,720.80  |
| 1/30/2010    | 48,527.75  | 1/29/2011  | 48,036.94  | 1/28/2012  | 62,898.78  | 2/2/2013   | 52,067.92  | 2/1/2014   | 47,681.60  |
| 2/6/2010     | 37,155.14  | 2/5/2011   | 60,777.44  | 2/4/2012   | 72,154.66  | 2/9/2013   | 52,222.20  | 2/8/2014   | 45,434.52  |
| 2/13/2010    | 44,334.00  | 2/12/2011  | 67,471.84  | 2/11/2012  | 66,429.04  | 2/16/2013  | 64,243.52  | 2/15/2014  | 41,076.08  |
| 2/20/2010    | 76,946.12  | 2/19/2011  | 72,018.54  | 2/18/2012  | 77,455.88  | 2/23/2013  | 64,115.70  | 2/22/2014  | 61,523.98  |
| 2/27/2010    | 72,024.40  | 2/26/2011  | 75,544.02  | 2/25/2012  | 77,611.78  | 3/2/2013   | 62,602.74  | 3/1/2014   | 57,744.78  |
| 3/6/2010     | 76,936.85  | 3/5/2011   | 74,535.34  | 3/3/2012   | 75,963.86  | 3/9/2013   | 59,213.26  | 3/8/2014   | 50,439.94  |
| 3/13/2010    | 71,007.37  | 3/12/2011  | 66,979.48  | 3/10/2012  | 76,808.62  | 3/16/2013  | 62,366.36  | 3/15/2014  | 54,414.66  |
| 3/20/2010    | 74,335.38  | 3/19/2011  | 73,113.26  | 3/17/2012  | 76,883.92  | 3/23/2013  | 59,841.02  | 3/22/2014  | 50,734.62  |
| 3/27/2010    | 69,941.88  | 3/26/2011  | 68,490.80  | 3/24/2012  | 72,108.36  | 3/30/2013  | 57,567.98  | 3/29/2014  | 51,174.60  |
| 4/3/2010     | 70,636.28  | 4/2/2011   | 70,846.58  | 3/31/2012  | 74,244.22  | 4/6/2013   | 63,108.84  | 4/5/2014   | 55,229.90  |
| 4/10/2010    | 69,692.79  | 4/9/2011   | 67,076.78  | 4/7/2012   | 75,382.98  | 4/13/2013  | 56,849.30  | 4/12/2014  | 48,653.18  |
| 4/17/2010    | 69,335.92  | 4/16/2011  | 64,698.56  | 4/14/2012  | 71,065.34  | 4/20/2013  | 55,432.12  | 4/19/2014  | 54,469.22  |
| 4/24/2010    | 68,714.11  | 4/23/2011  | 67,674.14  | 4/21/2012  | 68,055.08  | 4/27/2013  | 58,612.74  | 4/26/2014  | 51,637.18  |

|           |           |           |           |           |           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 5/1/2010  | 68,799.06 | 4/30/2011 | 66,807.50 | 4/28/2012 | 72,880.66 | 5/4/2013  | 61,102.92 | 5/3/2014  | 54,757.72 |
| 5/8/2010  | 67,403.54 | 5/7/2011  | 66,379.74 | 5/5/2012  | 71,582.30 | 5/11/2013 | 57,428.70 | 5/10/2014 | 51,011.76 |
| 5/15/2010 | 70,186.32 | 5/14/2011 | 66,699.76 | 5/12/2012 | 63,357.92 | 5/18/2013 | 61,172.80 | 5/17/2014 | 51,148.34 |
| 5/22/2010 | 64,695.71 | 5/21/2011 | 63,210.44 | 5/19/2012 | 78,984.36 | 5/25/2013 | 57,131.24 | 5/24/2014 | 53,082.60 |
| 5/29/2010 | 67,157.40 | 5/28/2011 | 64,724.06 | 5/26/2012 | 67,396.24 | 6/1/2013  | 65,920.66 | 5/31/2014 | 62,642.98 |
| 6/5/2010  | 77,371.80 | 6/4/2011  | 74,952.34 | 6/2/2012  | 76,959.44 | 6/8/2013  | 55,233.74 | 6/7/2014  | 49,517.18 |
| 6/12/2010 | 66,106.29 | 6/11/2011 | 62,203.12 | 6/9/2012  | 63,584.86 | 6/15/2013 | 54,067.52 | 6/14/2014 | 50,266.50 |
| 6/19/2010 | 64,888.48 | 6/18/2011 | 61,200.76 | 6/16/2012 | 59,436.12 | 6/22/2013 | 54,690.28 | 6/21/2014 | 48,768.14 |
| 6/26/2010 | 63,950.29 | 6/25/2011 | 65,470.44 | 6/23/2012 | 55,921.30 | 6/29/2013 | 55,991.38 | 6/28/2014 | 49,250.32 |
| 6/30/2010 | 29,667.19 | 6/30/2011 | 34,351.16 | 6/30/2012 | 58,207.40 | 6/30/2013 | 11,509.54 |           |           |

|               |                   |  |                   |  |                  |  |                   |  |                     |
|---------------|-------------------|--|-------------------|--|------------------|--|-------------------|--|---------------------|
| <b>TOTALS</b> | <b>4041141.56</b> |  | <b>4016541.01</b> |  | <b>4124906.8</b> |  | <b>3580645.18</b> |  | <b>3,249,554.32</b> |
|---------------|-------------------|--|-------------------|--|------------------|--|-------------------|--|---------------------|

## Table Game Revenue

| <u>Date</u>            | <u>Amount</u>    | <u>Date</u>            | <u>Amount</u>     | <u>Date</u>            | <u>Amount</u>     | <u>Date</u>            | <u>Amount</u>    |
|------------------------|------------------|------------------------|-------------------|------------------------|-------------------|------------------------|------------------|
| July/August, 2010      | 154,185.68       | July, 2011             | 141,718.01        | July, 2012             | 138,663.64        | July, 2013             | 99,274.36        |
| September, 2010        | 94,247.84        | August, 2011           | 137,473.92        | August, 2012           | 133,245.83        | August, 2013           | 111,427.75       |
| October, 2010          | 105,903.60       | September, 2011        | 110,375.25        | September, 2012        | 127,532.40        | September, 2013        | 80,857.74        |
| November, 2010         | 108,717.67       | October, 2011          | 124,273.94        | October, 2012          | 126,482.02        | October, 2013          | 81,066.09        |
| December, 2010         | 118,721.11       | November, 2011         | 121,118.87        | November, 2012         | 134,443.93        | November, 2013         | 79,853.94        |
| January, 2011          | 106,189.21       | December, 2011         | 140,509.93        | December, 2012         | 146,677.92        | December, 2013         | 79,617.31        |
| February, 2011         | 105,776.45       | January, 2012          | 137,812.68        | January, 2013          | 132,650.35        | January, 2014          | 75,093.81        |
| March, 2011            | 120,927.10       | February, 2012         | 142,770.01        | February, 2013         | 121,636.62        | February, 2014         | 75,170.90        |
| April, 2011            | 130,654.61       | March, 2012            | 151,845.46        | March, 2013            | 149,033.62        | March, 2014            | 78,201.51        |
| May, 2011              | 130,492.02       | April, 2012            | 127,862.26        | April, 2013            | 105,545.23        | April, 2014            | 72,380.72        |
| June, 2011             | 121,576.41       | May, 2012              | 137,905.13        | May, 2013              | 109,747.38        | May, 2014              | 93,191.89        |
|                        |                  | June, 2012             | 129,235.38        | June, 2013             | 104,803.37        |                        |                  |
| <b>Total 2010-2011</b> | <b>1297391.7</b> | <b>Total 2011-2012</b> | <b>1602900.84</b> | <b>Total 2012-2013</b> | <b>1530462.31</b> | <b>Total 2013-2014</b> | <b>926136.02</b> |

**Table Game Revenue Distribution - Jefferson County School Board**

| <u>Date</u>                   | <u>Amount</u>              | <u>Date</u>                   | <u>Amount</u>              | <u>Date</u>                   | <u>Amount</u>              |
|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|
| July, 2011                    | 425,154.03                 | July, 2012                    | 415,990.92                 | July, 2013                    | 297,823.08                 |
| August, 2011                  | 412,421.76                 | August, 2012                  | 399,737.49                 | August, 2013                  | 334,283.25                 |
| September, 2011               | 331,125.75                 | September, 2012               | 382,597.20                 | September, 2013               | 242,573.22                 |
| October, 2011                 | 372,821.82                 | October, 2012                 | 379,446.06                 | October, 2013                 | 243,198.27                 |
| November, 2011                | 363,356.61                 | November, 2012                | 403,331.79                 | November, 2013                | 239,561.82                 |
| December, 2011                | 421,529.79                 | December, 2012                | 440,033.75                 | December, 2013                | 238,851.93                 |
| January, 2012                 | 413,438.04                 | January, 2013                 | 397,951.05                 | January, 2014                 | 225,281.43                 |
| February, 2012                | 428,310.03                 | February, 2013                | 381,857.07                 | February, 2014                | 225,512.70                 |
| March, 2012                   | 455,536.38                 | March, 2013                   | 447,100.86                 | March, 2014                   | 234,604.53                 |
| April, 2012                   | 383,586.78                 | April, 2013                   | 316,635.69                 | April, 2014                   | 217,142.18                 |
| May, 2012                     | 413,715.39                 | May, 2013                     | 329,242.14                 | May, 2014                     | 279,575.67                 |
| June, 2012                    | 387,706.12                 | June, 2013                    | 314,410.11                 |                               |                            |
| <b><u>Total 2011-2012</u></b> | <b><u>4,808,702.50</u></b> | <b><u>Total 2012-2013</u></b> | <b><u>4,608,334.13</u></b> | <b><u>Total 2013-2014</u></b> | <b><u>2,778,408.08</u></b> |

**WEST VIRGINIA LOTTERY**  
**WEEKLY SETTLEMENT FOR CHARLES TOWN**

| Week Ending Date                                  | FY14<br>June 29-30, 2014 | FY15<br>July 1-5, 2014 | FY15<br>July 5, 2014 |
|---------------------------------------------------|--------------------------|------------------------|----------------------|
| To be Deposited on:                               |                          |                        | July 11, 2014        |
| Amount Played                                     | 15,702,216.66            | 55,532,402.34          | 71,234,619.00        |
| Amount Won                                        | 14,247,330.17            | 49,758,149.74          | 64,005,479.91        |
| Amount Promo                                      | 63,831.00                | 207,651.00             | 271,482.00           |
| MWAP Contribution                                 | <u>929.01</u>            | <u>3,106.82</u>        | <u>4,035.83</u>      |
| Adjusted Gross Terminal Revenue                   | <u>1,390,126.48</u>      | <u>5,563,494.78</u>    | <u>6,953,621.26</u>  |
| Administrative Costs @ 4%                         | 0.00                     | 222,539.79             | 222,539.79           |
| Excess Lottery Fund @ 4%                          | <u>55,605.06</u>         | <u>0.00</u>            | <u>55,605.06</u>     |
| Net Terminal Revenue                              | <u>1,334,521.42</u>      | <u>5,340,954.99</u>    | <u>6,675,476.41</u>  |
| Surcharge @ 10%                                   | 133,452.14               | 0.00                   | 133,452.14           |
| State Share Excess @ 58%                          | 77,402.24                | 0.00                   | 77,402.24            |
| Track Share of Capital Reinvestment @ 42%         | <u>56,049.90</u>         | <u>0.00</u>            | <u>56,049.90</u>     |
| Track Share of Capital Reinvestment @ 42% - 96%   | 53,807.90                | 0.00                   | 53,807.90            |
| Track Share of Capital Reinvestment @ 42% - 4%    | 2,242.00                 | 0.00                   | 2,242.00             |
| Adjusted Net Terminal Revenue                     | <u>1,201,069.28</u>      | <u>5,340,954.99</u>    | <u>6,542,024.27</u>  |
| Racetrack @ 46.50% / 42%                          | 504,449.10               | 2,483,544.07           | 2,987,993.17         |
| Lottery Fund @ 30% / 0%                           | 0.00                     | 1,602,286.46           | 1,602,286.46         |
| Excess Lottery Fund @ 0% / 41%                    | 492,438.37               | 0.00                   | 492,438.37           |
| Excess Lottery Fund @ 12.85% / 9.55%              | 0.00                     | 686,312.72             | 686,312.72           |
| Race Track Purses @ 7% / 4%                       | 96,085.54                | 336,480.16             | 432,565.70           |
| Workers' Compensation Debt Reduction @ 7% / 4%    | 0.00                     | 0.00                   | 0.00                 |
| Employee Pension Fund @ 1% / .5%                  | 6,005.35                 | 53,409.56              | 59,414.91            |
| Greyhound Development @ .75%                      | 9,008.02                 | 36,051.45              | 45,059.47            |
| Thoroughbred Development @ .75%                   | 9,008.02                 | 36,051.45              | 45,059.47            |
| Racing Commission @ 1%                            | 12,010.70                | 0.00                   | 12,010.70            |
| County/Municipality @ 2%                          | 24,021.40                | 106,819.12             | 130,840.52           |
| 3% Funds:                                         |                          |                        |                      |
| Tourism Promotion Fund @ 1.375%                   | 16,514.70                | 0.00                   | 16,514.70            |
| Development Office Promotion Fund @ .375%         | 4,504.01                 | 0.00                   | 4,504.01             |
| Research Challenge Fund @ .5%                     | 6,005.35                 | 0.00                   | 6,005.35             |
| Capitol Renovation and Improvement Fund @ .6875%  | 8,257.35                 | 0.00                   | 8,257.35             |
| 2004 Capitol Complex Parking Garage Fund @ .0625% | 750.67                   | 0.00                   | 750.67               |
| 1% Funds:                                         |                          |                        |                      |
| State Capitol Complex Parking Garage @ 1%         | 0.00                     | 0.00                   | 0.00                 |
| Cultural Facilities and Capitol Resources @ .5%   | 0.00                     | 0.00                   | 0.00                 |
| Capitol Dome and Capitol Improvements @ .5% / 1%  | <u>12,010.70</u>         | <u>0.00</u>            | <u>12,010.70</u>     |
|                                                   | <u>1,201,069.28</u>      | <u>5,340,954.99</u>    | <u>6,542,024.27</u>  |

WEST VIRGINIA LOTTERY

First Benchmark  
Charles Town  
County / City Split  
Fiscal Year 2014

Charles Town  
1999 Net Terminal Revenue \$ 45,603,174  
Benchmark Goal @ 2% \$ 912,063.48

| DATE                       | 2% OF<br>ADJ. NET<br>REVENUE | TO<br>JEFFERSON<br>COUNTY | TO<br>FIVE<br>CITIES | BOLIVAR<br>7.93% | CHARLES<br>TOWN<br>39.90% | HARPERS<br>FERRY<br>2.17% | RANSON<br>33.68% | SHEPHERDS<br>TOWN<br>16.32% |
|----------------------------|------------------------------|---------------------------|----------------------|------------------|---------------------------|---------------------------|------------------|-----------------------------|
| 6 days ending:<br>07/06/13 | \$ 123,196.88                | \$ 123,196.88             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| Week ending:<br>07/13/13   | \$ 128,060.40                | \$ 128,060.40             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 07/20/13                   | \$ 115,128.84                | \$ 115,128.84             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 07/27/13                   | \$ 123,049.56                | \$ 123,049.56             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/03/13                   | \$ 116,180.80                | \$ 116,180.80             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/10/13                   | \$ 120,078.64                | \$ 120,078.64             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/17/13                   | \$ 124,888.56                | \$ 124,888.56             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/24/13                   | \$ 118,284.44                | \$ 89,882.12              | \$ 28,402.32         | \$ 2,252.30      | \$ 11,332.53              | \$ 616.33                 | \$ 9,565.90      | \$ 4,635.26                 |
| 08/31/13                   | \$ 117,826.36                | \$ 58,913.18              | \$ 58,913.18         | \$ 4,671.81      | \$ 23,506.36              | \$ 1,278.42               | \$ 19,841.96     | \$ 9,614.63                 |
| 09/07/13                   | \$ 135,517.48                | \$ 67,758.74              | \$ 67,758.74         | \$ 5,373.27      | \$ 27,035.74              | \$ 1,470.36               | \$ 22,821.14     | \$ 11,058.23                |
| 09/14/13                   | \$ 106,748.44                | \$ 53,374.22              | \$ 53,374.22         | \$ 4,232.58      | \$ 21,296.31              | \$ 1,158.22               | \$ 17,976.44     | \$ 8,710.67                 |
| 09/21/13                   | \$ 108,555.88                | \$ 54,277.94              | \$ 54,277.94         | \$ 4,304.24      | \$ 21,656.90              | \$ 1,177.83               | \$ 18,280.81     | \$ 8,858.16                 |
| 09/28/13                   | \$ 109,763.00                | \$ 54,881.50              | \$ 54,881.50         | \$ 4,352.10      | \$ 21,897.72              | \$ 1,190.93               | \$ 18,484.09     | \$ 8,956.66                 |
| 10/05/13                   | \$ 111,901.48                | \$ 55,950.74              | \$ 55,950.74         | \$ 4,436.89      | \$ 22,324.35              | \$ 1,214.13               | \$ 18,844.21     | \$ 9,131.16                 |
| 10/12/13                   | \$ 111,675.84                | \$ 55,837.92              | \$ 55,837.92         | \$ 4,427.95      | \$ 22,279.33              | \$ 1,211.68               | \$ 18,806.21     | \$ 9,112.75                 |
| 10/19/13                   | \$ 122,654.40                | \$ 61,327.20              | \$ 61,327.20         | \$ 4,863.25      | \$ 24,469.55              | \$ 1,330.80               | \$ 20,655.00     | \$ 10,008.60                |
| 10/26/13                   | \$ 105,708.12                | \$ 52,854.06              | \$ 52,854.06         | \$ 4,191.33      | \$ 21,088.77              | \$ 1,146.93               | \$ 17,801.25     | \$ 8,625.78                 |
| 11/02/13                   | \$ 115,087.08                | \$ 57,543.54              | \$ 57,543.54         | \$ 4,583.20      | \$ 22,959.87              | \$ 1,248.70               | \$ 19,380.66     | \$ 9,391.11                 |
| 11/09/13                   | \$ 109,333.52                | \$ 54,666.76              | \$ 54,666.76         | \$ 4,335.07      | \$ 21,812.04              | \$ 1,186.27               | \$ 18,411.76     | \$ 8,921.62                 |
| 11/16/13                   | \$ 112,991.92                | \$ 56,495.96              | \$ 56,495.96         | \$ 4,480.13      | \$ 22,541.89              | \$ 1,225.96               | \$ 19,027.84     | \$ 9,220.14                 |
| 11/23/13                   | \$ 97,257.24                 | \$ 48,628.62              | \$ 48,628.62         | \$ 3,856.25      | \$ 19,402.82              | \$ 1,055.24               | \$ 16,378.12     | \$ 7,936.19                 |
| 11/30/13                   | \$ 119,291.32                | \$ 59,645.66              | \$ 59,645.66         | \$ 4,729.90      | \$ 23,798.62              | \$ 1,294.31               | \$ 20,088.66     | \$ 9,734.17                 |
| 12/07/13                   | \$ 94,612.48                 | \$ 47,306.24              | \$ 47,306.24         | \$ 3,751.38      | \$ 18,875.19              | \$ 1,026.55               | \$ 15,932.74     | \$ 7,720.38                 |
| 12/14/13                   | \$ 58,456.04                 | \$ 29,229.02              | \$ 29,229.02         | \$ 2,317.86      | \$ 11,662.38              | \$ 634.27                 | \$ 9,844.33      | \$ 4,770.18                 |
| 12/21/13                   | \$ 89,162.04                 | \$ 44,581.02              | \$ 44,581.02         | \$ 3,535.27      | \$ 17,787.83              | \$ 967.41                 | \$ 15,014.89     | \$ 7,275.62                 |
| 12/28/13                   | \$ 124,234.28                | \$ 62,117.14              | \$ 62,117.14         | \$ 4,925.89      | \$ 24,784.74              | \$ 1,347.94               | \$ 20,921.05     | \$ 10,137.52                |
| 01/04/14                   | \$ 125,927.76                | \$ 62,963.88              | \$ 62,963.88         | \$ 4,993.04      | \$ 25,122.59              | \$ 1,366.32               | \$ 21,206.23     | \$ 10,275.70                |
| 01/11/14                   | \$ 75,871.88                 | \$ 37,935.94              | \$ 37,935.94         | \$ 3,008.32      | \$ 15,136.44              | \$ 823.21                 | \$ 12,776.82     | \$ 6,191.15                 |
| 01/18/14                   | \$ 98,837.28                 | \$ 49,418.64              | \$ 49,418.64         | \$ 3,918.90      | \$ 19,718.04              | \$ 1,072.38               | \$ 16,644.20     | \$ 8,065.12                 |
| 01/25/14                   | \$ 85,441.60                 | \$ 42,720.80              | \$ 42,720.80         | \$ 3,387.76      | \$ 17,045.60              | \$ 927.04                 | \$ 14,388.37     | \$ 6,972.03                 |
| 02/01/14                   | \$ 95,363.20                 | \$ 47,681.60              | \$ 47,681.60         | \$ 3,781.15      | \$ 19,024.96              | \$ 1,034.69               | \$ 16,059.16     | \$ 7,781.64                 |
| 02/08/14                   | \$ 90,869.04                 | \$ 45,434.52              | \$ 45,434.52         | \$ 3,602.96      | \$ 18,128.37              | \$ 985.93                 | \$ 15,302.35     | \$ 7,414.91                 |
| 02/15/14                   | \$ 82,152.16                 | \$ 41,076.08              | \$ 41,076.08         | \$ 3,257.33      | \$ 16,389.36              | \$ 891.35                 | \$ 13,834.42     | \$ 6,703.62                 |
| 02/22/14                   | \$ 123,047.96                | \$ 61,523.98              | \$ 61,523.98         | \$ 4,878.85      | \$ 24,548.07              | \$ 1,335.07               | \$ 20,721.28     | \$ 10,040.71                |
| 03/01/14                   | \$ 115,489.56                | \$ 57,744.78              | \$ 57,744.78         | \$ 4,579.16      | \$ 23,040.17              | \$ 1,253.06               | \$ 19,448.44     | \$ 9,423.95                 |
| 03/08/14                   | \$ 100,879.88                | \$ 50,439.94              | \$ 50,439.94         | \$ 3,999.89      | \$ 20,125.53              | \$ 1,094.55               | \$ 16,988.17     | \$ 8,231.80                 |
| 03/15/14                   | \$ 108,829.32                | \$ 54,414.66              | \$ 54,414.66         | \$ 4,315.08      | \$ 21,711.45              | \$ 1,180.80               | \$ 18,326.86     | \$ 8,860.47                 |
| 03/22/14                   | \$ 101,469.24                | \$ 50,734.62              | \$ 50,734.62         | \$ 4,023.26      | \$ 20,243.11              | \$ 1,100.94               | \$ 17,087.42     | \$ 8,279.89                 |
| 03/29/14                   | \$ 102,349.20                | \$ 51,174.60              | \$ 51,174.60         | \$ 4,058.15      | \$ 20,418.67              | \$ 1,110.49               | \$ 17,235.60     | \$ 8,351.69                 |
| 04/05/14                   | \$ 110,459.80                | \$ 55,229.90              | \$ 55,229.90         | \$ 4,379.73      | \$ 22,036.73              | \$ 1,198.49               | \$ 18,601.43     | \$ 9,013.52                 |
| 04/12/14                   | \$ 97,306.36                 | \$ 48,653.18              | \$ 48,653.18         | \$ 3,858.20      | \$ 19,412.62              | \$ 1,055.77               | \$ 16,386.39     | \$ 7,940.20                 |
| 04/19/14                   | \$ 108,938.44                | \$ 54,469.22              | \$ 54,469.22         | \$ 4,319.41      | \$ 21,733.22              | \$ 1,181.98               | \$ 18,345.23     | \$ 8,889.38                 |
| 04/26/14                   | \$ 103,274.36                | \$ 51,637.18              | \$ 51,637.18         | \$ 4,094.83      | \$ 20,603.23              | \$ 1,120.53               | \$ 17,391.40     | \$ 8,427.19                 |
| 05/03/14                   | \$ 109,516.44                | \$ 54,757.72              | \$ 54,757.72         | \$ 4,342.29      | \$ 21,848.33              | \$ 1,188.24               | \$ 18,442.40     | \$ 8,936.46                 |
| 05/10/14                   | \$ 102,023.52                | \$ 51,011.76              | \$ 51,011.76         | \$ 4,045.23      | \$ 20,353.69              | \$ 1,106.96               | \$ 17,180.76     | \$ 8,325.12                 |
| 05/17/14                   | \$ 102,296.68                | \$ 51,148.34              | \$ 51,148.34         | \$ 4,056.06      | \$ 20,408.19              | \$ 1,109.92               | \$ 17,226.76     | \$ 8,347.41                 |
| 05/24/14                   | \$ 106,165.20                | \$ 53,082.60              | \$ 53,082.60         | \$ 4,209.45      | \$ 21,179.96              | \$ 1,151.89               | \$ 17,878.22     | \$ 8,663.08                 |
| 05/31/14                   | \$ 125,285.96                | \$ 62,642.98              | \$ 62,642.98         | \$ 4,967.59      | \$ 24,994.55              | \$ 1,359.35               | \$ 21,098.16     | \$ 10,223.33                |
| 06/07/14                   | \$ 98,034.36                 | \$ 49,517.18              | \$ 49,517.18         | \$ 3,926.71      | \$ 19,757.36              | \$ 1,074.52               | \$ 16,677.39     | \$ 8,061.20                 |
| 06/14/14                   | \$ 100,533.00                | \$ 50,266.50              | \$ 50,266.50         | \$ 3,986.14      | \$ 20,056.33              | \$ 1,090.78               | \$ 16,929.76     | \$ 8,203.49                 |
| 06/21/14                   | \$ 97,536.28                 | \$ 48,768.14              | \$ 48,768.14         | \$ 3,867.31      | \$ 19,458.49              | \$ 1,058.27               | \$ 16,425.11     | \$ 7,958.96                 |
| 06/28/14                   | \$ 98,500.64                 | \$ 49,250.32              | \$ 49,250.32         | \$ 3,905.55      | \$ 19,650.88              | \$ 1,068.73               | \$ 16,587.51     | \$ 8,037.65                 |
| 06/30/14                   | \$ 24,021.40                 | \$ 12,010.70              | \$ 12,010.70         | \$ 952.45        | \$ 4,792.27               | \$ 260.63                 | \$ 4,045.20      | \$ 1,960.15                 |
| Subtotal                   | \$ 5,611,066.56              | \$ 3,261,565.02           | \$ 2,349,501.54      | \$ 186,315.47    | \$ 937,451.15             | \$ 50,984.17              | \$ 791,312.10    | \$ 383,438.65               |

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

WEST VIRGINIA LOTTERY

First Benchmark  
 Charles Town  
 County / City Split  
 Fiscal Year 2015

Charles Town  
 1999 Net Terminal Revenue \$ 45,603,174  
 Benchmark Goal @ 2% \$ 912,063.48

| DATE                       | 2% OF<br>ADJ. NET<br>REVENUE | TO<br>JEFFERSON<br>COUNTY | TO<br>FIVE<br>CITIES | BOLIVAR<br>7.93% | CHARLES<br>TOWN<br>39.90% | HARPERS<br>FERRY<br>2.17% | RANSON<br>33.68% | SHEPHERDS<br>TOWN<br>16.32% |
|----------------------------|------------------------------|---------------------------|----------------------|------------------|---------------------------|---------------------------|------------------|-----------------------------|
| 5 days ending:<br>07/05/14 | \$ 106,819.12                | \$ 106,819.12             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| Subtotal                   | \$ 106,819.12                | \$ 106,819.12             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ 805,244.36

**VIDEO LOTTERY REPORT**

| FY 2011    |            | FY 2012    |            | FY 2013    |            | FY 2014    |            | FY 2015  |            |
|------------|------------|------------|------------|------------|------------|------------|------------|----------|------------|
| Date       | Amount     | Date       | Amount     | Date       | Amount     | Date       | Amount     | Date     | Amount     |
| 7/3/2010   | 115,402.58 | 7/1-2/2011 | 69,824.12  | 7/7/2012   | 161,637.92 | 7/6/2013   | 123,196.88 | 7/5/2014 | 106,819.12 |
| 7/10/2010  | 205,731.64 | 7/9/2011   | 171,717.28 | 7/14/2012  | 129,458.04 | 7/13/2013  | 128,060.40 |          |            |
| 7/17/2010  | 161,386.76 | 7/16/2011  | 143,019.52 | 7/21/2012  | 130,037.00 | 7/20/2013  | 115,128.84 |          |            |
| 7/24/2010  | 160,368.28 | 7/23/2011  | 146,508.00 | 7/28/2012  | 137,164.44 | 7/27/2013  | 123,049.56 |          |            |
| 7/31/2010  | 157,802.08 | 7/30/2011  | 144,510.28 | 8/4/2012   | 132,931.16 | 8/3/2013   | 116,180.80 |          |            |
| 8/7/2010   | 136,494.98 | 8/6/2011   | 151,495.28 | 8/11/2012  | 134,212.88 | 8/10/2013  | 120,078.64 |          |            |
| 8/14/2010  | 78,376.68  | 8/13/2011  | 117,350.38 | 8/18/2012  | 110,241.90 | 8/17/2013  | 124,888.56 |          |            |
| 8/21/2010  | 76,199.02  | 8/20/2011  | 71,614.12  | 8/25/2012  | 66,209.90  | 8/24/2013  | 89,882.12  |          |            |
| 8/28/2010  | 72,460.03  | 8/27/2011  | 63,432.14  | 9/1/2012   | 67,133.42  | 8/31/2013  | 58,913.18  |          |            |
| 9/4/2010   | 76,362.84  | 9/3/2011   | 80,837.76  | 9/8/2012   | 74,029.40  | 9/7/2013   | 67,758.74  |          |            |
| 9/11/2010  | 82,969.36  | 9/10/2011  | 84,845.80  | 9/15/2012  | 61,838.04  | 9/14/2013  | 53,374.22  |          |            |
| 9/18/2010  | 67,638.78  | 9/17/2011  | 66,748.62  | 9/22/2012  | 56,996.90  | 9/21/2013  | 54,277.94  |          |            |
| 9/25/2010  | 70,435.06  | 9/24/2011  | 68,929.80  | 9/29/2012  | 61,611.40  | 9/28/2013  | 54,881.50  |          |            |
| 10/2/2010  | 71,013.86  | 10/1/2011  | 68,871.64  | 10/6/2012  | 62,715.20  | 10/5/2013  | 55,950.74  |          |            |
| 10/9/2010  | 69,311.50  | 10/8/2011  | 70,866.90  | 10/13/2012 | 60,710.18  | 10/12/2013 | 55,837.92  |          |            |
| 10/16/2010 | 75,234.62  | 10/15/2011 | 75,262.66  | 10/20/2012 | 62,333.08  | 10/19/2013 | 61,327.20  |          |            |
| 10/23/2010 | 70,290.80  | 10/22/2011 | 68,757.72  | 10/27/2012 | 58,073.54  | 10/26/2013 | 52,854.06  |          |            |
| 10/30/2010 | 65,615.04  | 10/29/2011 | 60,507.98  | 11/3/2012  | 56,545.30  | 11/2/2013  | 57,543.54  |          |            |
| 11/6/2010  | 61,337.62  | 11/5/2011  | 70,673.88  | 11/10/2012 | 56,110.96  | 11/9/2013  | 54,666.76  |          |            |
| 11/13/2010 | 64,595.28  | 11/12/2011 | 67,627.10  | 11/17/2012 | 57,432.36  | 11/16/2013 | 56,495.96  |          |            |
| 11/20/2010 | 56,010.08  | 11/19/2011 | 60,690.60  | 11/24/2012 | 65,888.86  | 11/23/2013 | 48,628.62  |          |            |
| 11/27/2010 | 71,170.90  | 11/26/2011 | 74,140.54  | 12/1/2012  | 50,243.34  | 11/30/2013 | 59,645.66  |          |            |
| 12/4/2010  | 53,215.08  | 12/3/2011  | 59,429.94  | 12/8/2012  | 50,770.96  | 12/7/2013  | 47,306.24  |          |            |
| 12/11/2010 | 46,944.00  | 12/10/2011 | 51,395.44  | 12/15/2012 | 47,022.38  | 12/14/2013 | 29,229.02  |          |            |
| 12/18/2010 | 42,076.76  | 12/17/2011 | 55,981.32  | 12/22/2012 | 46,838.96  | 12/21/2013 | 44,581.02  |          |            |
| 12/25/2010 | 50,450.28  | 12/24/2011 | 54,248.62  | 12/29/2012 | 59,697.22  | 12/28/2013 | 62,117.14  |          |            |
| 1/1/2011   | 85,152.12  | 12/31/2011 | 94,661.00  | 1/5/2013   | 71,673.52  | 1/4/2014   | 62,963.88  |          |            |
| 1/8/2011   | 54,301.30  | 1/7/2012   | 74,863.40  | 1/12/2013  | 50,416.30  | 1/11/2014  | 37,935.94  |          |            |
| 1/15/2011  | 54,005.90  | 1/14/2012  | 58,901.92  | 1/19/2013  | 51,211.88  | 1/18/2014  | 49,418.64  |          |            |
| 1/22/2011  | 60,924.74  | 1/21/2012  | 61,819.92  | 1/26/2013  | 46,966.26  | 1/25/2014  | 42,720.80  |          |            |
| 1/29/2011  | 48,036.94  | 1/28/2012  | 62,898.78  | 2/2/2013   | 52,067.92  | 2/1/2014   | 47,681.60  |          |            |
| 2/5/2011   | 60,777.44  | 2/4/2012   | 72,154.66  | 2/9/2013   | 52,222.20  | 2/8/2014   | 45,434.52  |          |            |
| 2/12/2011  | 67,471.84  | 2/11/2012  | 66,429.04  | 2/16/2013  | 64,243.52  | 2/15/2014  | 41,076.08  |          |            |
| 2/19/2011  | 72,018.54  | 2/18/2012  | 77,455.88  | 2/23/2013  | 64,115.70  | 2/22/2014  | 61,523.98  |          |            |
| 2/26/2011  | 75,544.02  | 2/25/2012  | 77,611.78  | 3/2/2013   | 62,602.74  | 3/1/2014   | 57,744.78  |          |            |
| 3/5/2011   | 74,535.34  | 3/3/2012   | 75,963.86  | 3/9/2013   | 59,213.26  | 3/8/2014   | 50,439.94  |          |            |
| 3/12/2011  | 66,979.48  | 3/10/2012  | 76,808.62  | 3/16/2013  | 62,366.36  | 3/15/2014  | 54,414.66  |          |            |
| 3/19/2011  | 73,113.26  | 3/17/2012  | 76,883.92  | 3/23/2013  | 59,841.02  | 3/22/2014  | 50,734.62  |          |            |
| 3/26/2011  | 68,490.80  | 3/24/2012  | 72,108.36  | 3/30/2013  | 57,567.98  | 3/29/2014  | 51,174.60  |          |            |
| 4/2/2011   | 70,846.58  | 3/31/2012  | 74,244.22  | 4/6/2013   | 63,108.84  | 4/5/2014   | 55,229.90  |          |            |
| 4/9/2011   | 67,076.78  | 4/7/2012   | 75,382.98  | 4/13/2013  | 56,849.30  | 4/12/2014  | 48,653.18  |          |            |
| 4/16/2011  | 64,698.56  | 4/14/2012  | 71,065.34  | 4/20/2013  | 55,432.12  | 4/19/2014  | 54,469.22  |          |            |
| 4/23/2011  | 67,674.14  | 4/21/2012  | 68,055.08  | 4/27/2013  | 58,612.74  | 4/26/2014  | 51,637.18  |          |            |

|           |           |           |           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 4/30/2011 | 66,807.50 | 4/28/2012 | 72,880.66 | 5/4/2013  | 61,102.92 | 5/3/2014  | 54,757.72 |
| 5/7/2011  | 66,379.74 | 5/5/2012  | 71,582.30 | 5/11/2013 | 57,428.70 | 5/10/2014 | 51,011.76 |
| 5/14/2011 | 66,699.76 | 5/12/2012 | 63,357.92 | 5/18/2013 | 61,172.80 | 5/17/2014 | 51,148.34 |
| 5/21/2011 | 63,210.44 | 5/19/2012 | 78,984.36 | 5/25/2013 | 57,131.24 | 5/24/2014 | 53,082.60 |
| 5/28/2011 | 64,724.06 | 5/26/2012 | 67,396.24 | 6/1/2013  | 65,920.66 | 5/31/2014 | 62,642.98 |
| 6/4/2011  | 74,952.34 | 6/2/2012  | 76,959.44 | 6/8/2013  | 55,233.74 | 6/7/2014  | 49,517.18 |
| 6/11/2011 | 62,203.12 | 6/9/2012  | 63,584.86 | 6/15/2013 | 54,067.52 | 6/14/2014 | 50,266.50 |
| 6/18/2011 | 61,200.76 | 6/16/2012 | 59,436.12 | 6/22/2013 | 54,690.28 | 6/21/2014 | 48,768.14 |
| 6/25/2011 | 65,470.44 | 6/23/2012 | 55,921.30 | 6/29/2013 | 55,991.38 | 6/28/2014 | 49,250.32 |
| 6/30/2011 | 34,351.16 | 6/30/2012 | 58,207.40 | 6/30/2013 | 11,509.54 | 6/30/2014 | 12,010.70 |

TOTALS **4,016,541.01**

**4,124,906.80**

**3,580,645.18**

**3,261,565.02**

**106,819.12**

## Table Game Revenue

| <u>Date</u>            | <u>Amount</u>    | <u>Date</u>            | <u>Amount</u>     | <u>Date</u>            | <u>Amount</u>     | <u>Date</u>            | <u>Amount</u>    |
|------------------------|------------------|------------------------|-------------------|------------------------|-------------------|------------------------|------------------|
| July/August, 2010      | 154,185.68       | July, 2011             | 141,718.01        | July, 2012             | 138,663.64        | July, 2013             | 99,274.36        |
| September, 2010        | 94,247.84        | August, 2011           | 137,473.92        | August, 2012           | 133,245.83        | August, 2013           | 111,427.75       |
| October, 2010          | 105,903.60       | September, 2011        | 110,375.25        | September, 2012        | 127,532.40        | September, 2013        | 80,857.74        |
| November, 2010         | 108,717.67       | October, 2011          | 124,273.94        | October, 2012          | 126,482.02        | October, 2013          | 81,066.09        |
| December, 2010         | 118,721.11       | November, 2011         | 121,118.87        | November, 2012         | 134,443.93        | November, 2013         | 79,853.94        |
| January, 2011          | 106,189.21       | December, 2011         | 140,509.93        | December, 2012         | 146,677.92        | December, 2013         | 79,617.31        |
| February, 2011         | 105,776.45       | January, 2012          | 137,812.68        | January, 2013          | 132,650.35        | January, 2014          | 75,093.81        |
| March, 2011            | 120,927.10       | February, 2012         | 142,770.01        | February, 2013         | 121,636.62        | February, 2014         | 75,170.90        |
| April, 2011            | 130,654.61       | March, 2012            | 151,845.46        | March, 2013            | 149,033.62        | March, 2014            | 78,201.51        |
| May, 2011              | 130,492.02       | April, 2012            | 127,862.26        | April, 2013            | 105,545.23        | April, 2014            | 72,380.72        |
| June, 2011             | 121,576.41       | May, 2012              | 137,905.13        | May, 2013              | 109,747.38        | May, 2014              | 93,191.89        |
|                        |                  | June, 2012             | 129,235.38        | June, 2013             | 104,803.37        |                        |                  |
| <b>Total 2010-2011</b> | <b>1297391.7</b> | <b>Total 2011-2012</b> | <b>1602900.84</b> | <b>Total 2012-2013</b> | <b>1530462.31</b> | <b>Total 2013-2014</b> | <b>926136.02</b> |

**Table Game Revenue Distribution - Jefferson County School Board**

| <u>Date</u>            | <u>Amount</u>       | <u>Date</u>            | <u>Amount</u>       | <u>Date</u>            | <u>Amount</u>       |
|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|
| July, 2011             | 425,154.03          | July, 2012             | 415,990.92          | July, 2013             | 297,823.08          |
| August, 2011           | 412,421.76          | August, 2012           | 399,737.49          | August, 2013           | 334,283.25          |
| September, 2011        | 331,125.75          | September, 2012        | 382,597.20          | September, 2013        | 242,573.22          |
| October, 2011          | 372,821.82          | October, 2012          | 379,446.06          | October, 2013          | 243,198.27          |
| November, 2011         | 363,356.61          | November, 2012         | 403,331.79          | November, 2013         | 239,561.82          |
| December, 2011         | 421,529.79          | December, 2012         | 440,033.75          | December, 2013         | 238,851.93          |
| January, 2012          | 413,438.04          | January, 2013          | 397,951.05          | January, 2014          | 225,281.43          |
| February, 2012         | 428,310.03          | February, 2013         | 381,857.07          | February, 2014         | 225,512.70          |
| March, 2012            | 455,536.38          | March, 2013            | 447,100.86          | March, 2014            | 234,604.53          |
| April, 2012            | 383,586.78          | April, 2013            | 316,635.69          | April, 2014            | 217,142.18          |
| May, 2012              | 413,715.39          | May, 2013              | 329,242.14          | May, 2014              | 279,575.67          |
| June, 2012             | 387,706.12          | June, 2013             | 314,410.11          |                        |                     |
| <b>Total 2011-2012</b> | <b>4,808,702.50</b> | <b>Total 2012-2013</b> | <b>4,608,334.13</b> | <b>Total 2013-2014</b> | <b>2,778,408.08</b> |