

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD
MONDAY, APRIL 10, 2017

PRESENT: DAVID BLAIR COUCH, PRESIDENT
ROBERT K. TEBAY, COMMISSIONER
JAMES COLOMBO, COMMISSIONER

At 9:30 A.M., the County Commission of Wood County met in regular session. They signed purchase orders, invoices and other correspondence.

AGENDA AND DISCUSSION ITEMS

At 9:30 A.M., the County Commission went into Executive Session upon motion of David Blair Couch, seconded by Robert K. Tebay and made unanimous by James E. Colombo, upon authority granted by the West Virginia Code, Chapter 6, Article 9A, Sections 4, as amended: the Commissioners, met with Marty Seufer, County Administrator, Pat Lefebure, Wood County Prosecuting Attorney, and Wood County Clerk, Mark Rhodes. All those present proceeded to discuss the matter for which the said EXECUTIVE SESSION was had, being for attorney/client privilege. The Commission having concluded said discussion, the said EXECUTIVE SESSION adjourned at 10:02 A.M. (Order M/3629)

At 10:03 A.M., the County Commission met with Toni Tiano, Grant Consultant and Sheriff Steve Stephens. They requested the execution of a grant application for a Prevention Resource Officer at Blennerhassett Middle School. The County Commission authorized David Blair Couch, as President, to execute said application. (Order M/3628)

At 10:06 A.M., the County Commission considered changes to the Wood County Fire Fee Ordinance forwarded to them by the Wood County Fire Service Board. Kim Marshall and Steve Scholl were in attendance representing the Fire Service Board.

At 10:33 A.M., the County Commission announced a vacancy on the Fourth Circuit Public Defender Corporation Board and placed the name of Randall Snider in nomination for reappointment. (Order A/1740)

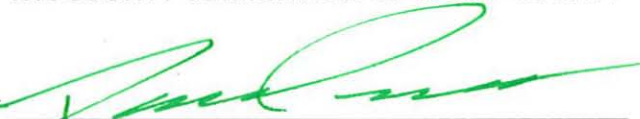
ORDERS APPROVED AND ATTACHED TO THESE MINUTES

M/3625, M/3626, M/3627, M/3628, M/3629, A/1740

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 10:47 A.M.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James Colombo, Commissioner

To listen to this meeting, please refer to DVD labeled April 10, 2017.

Wood County Commission Meeting
Held April 10, 2017

Please Print

1.	STEPHEN SMITH
2.	Steve Schell
3.	Kim MARSHALL
4.	Steve Stephens
5.	Toni Tiano
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Wood County Commission
Agenda

4/10/2017

1 Court Square, Suite 203
Parkersburg, WV 26101

9:30 A.M.	Discuss retiree insurance with legal counsel	
9:45 A.M.	Discuss PRO Officer	Toni Tiano, Grant Consultant
10:00 A.M.	Consider Fire Fee Ordinance Revisions and recommendations from the Wood County Fire Service Board	
	Announce vacancy and place Randall E. Snider in nomination for the Fourth Circuit Public Defender Board	
	Administrator's Report	Marty Seufer, County Administrator
	County Commission Reports	

Discussion, Review and Approval of expenditures and disbursements identified on Exhibit 1, hereto attached

Correspondence for this meeting will be available for public review during regular office hours in Room 205 of the Wood County Courthouse two (2) days prior to the meeting

Exhibit 1

Discussion, Review and Approval of the following items may be included during this meeting and are available for public inspection in the Office of the County Administrator two days prior to this meeting.

Budget revisions

Purchase orders and requisitions

Revisions, reimbursement requests, resolutions and correspondence for grants

Grant disbursements to other entities

Invoices for expenditures to be paid

Reimbursements for travel expenses

Bid specifications and procedures for bids previously authorized by the Commission

Monthly Hotel Occupancy Tax Collection disbursements

Disbursements for previously approved Innovative Programming Grants

Tax refunds, exonerations, improprieties and consolidations

Probate items, including settlements, petitions and Fiduciary Commissioner reports

General Fund disbursements to entities

Funding requests from local organizations by written form

Payroll modification as submitted by elected officials

APRIL 10, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ANNOUNCED A VACANCY ON
THE 4TH CIRCUIT PUBLIC DEFENDER CORPORATION BOARD
THEY PLACED RANDALL SNIDER IN NOMINATION FOR
REAPPOINTMENT.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James Colombo and made unanimous by Robert K. Tebay, announced a vacancy on the 4th Circuit Public Defender Corporation Board. Said vacancy is pursuant to an Order appearing in Order Book 51, at Page 433 and bearing the date of April 1, 1991, dealing with the procedure policy for appointments to Boards and Authorities.

The County Commission, upon a motion made by Robert K. Tebay, seconded by James Colombo and made unanimous by David Blair Couch, placed Randall Snider in nomination for reappointment.

APPROVED:

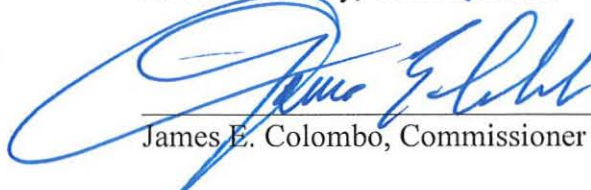
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

A/1740

Mark Rhodes
WOOD COUNTY 12:38:16 PM
+ Instrument No 8746579
Date Recorded 04/10/2017
Document Type CDO
Pages Recorded 1
Book-Page 72-930

APRIL 10, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$1,032.83 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F17-HS-03-405b.

ORDER

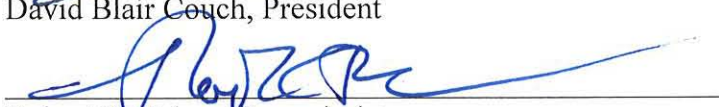
On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of one thousand thirty-two dollars and eighty-three cents (\$1,032.83) which represents reimbursement to Wood County for expenses incurred during the month of February, 2017, in regard to the Governor's Highway Safety Program Grant Number F17-HS-03-405b. Receipt of the aforementioned check is pursuant to an ORDER appearing in Order Book 72, at Page 713 and bearing the date of March 16, 2017, at which time David Blair Couch, in his official capacity as President and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

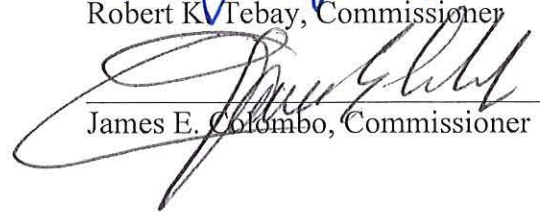
Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Robert K. Tebay, Commissioner


James E. Colombo, Commissioner

M/3625

Mark Rhodes
WOOD County 12:44:34 PM
Instrument No 8746583
Date Recorded 04/10/2017
Document Type ORD
Pages Recorded 1
Book-Page 72-934

APRIL 10, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$218.07 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F17-HS-03-DOHDD.

ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of two hundred eighteen dollars and seven cents (\$218.07) which represents reimbursement to Wood County for expenses incurred during the month of February, 2017, in regard to the Governor's Highway Safety Program Grant Number F17-HS-03-DOHDD Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 72, at Page 711 and bearing the date of March 16, 2017, at which time David Blair Couch, in his official capacity as President, and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Robert K. Tebay, Commissioner


James E. Colombo, Commissioner

M/3626

Mark Rhodes
WOOD County 12:42:58 PM
Instrument No 8746582
Date Recorded 04/10/2017
Document Type ORD
Pages Recorded 1
Book-Page 72-933

APRIL 10, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$676.76 WHICH REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F17-HS-03-402.

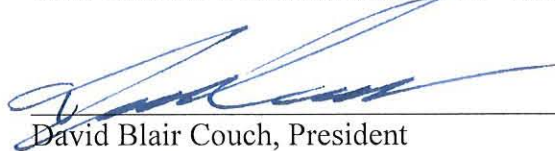
ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of six hundred seventy-six dollars and seventy-six cents (\$676.76) which represents reimbursement to Wood County for expenses incurred during the month of February, 2017, in regard to the Governor's Highway Safety Program Grant Number F17-HS-03-402. Receipt of the aforementioned check is pursuant to an ORDER appearing in Order Book 72, at Page 715 and bearing the date of March 16, 2017, at which time David Blair Couch, in his official capacity as President and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

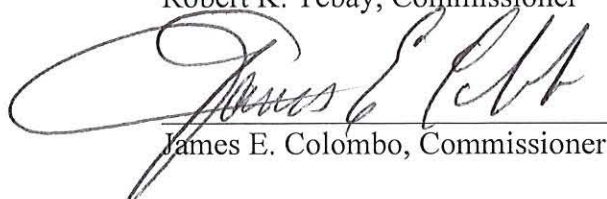
Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Robert K. Tebay, Commissioner


James E. Colombo, Commissioner

Mark Rhodes
WOOD County 12:41:38 PM
Instrument No 8746581
Date Recorded 04/10/2017
Document Type CCO
Pages Recorded 1
Book-Page 72-932

M/3627

APRIL 10, 2017

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
DAVID BLAIR COUCH, AS PRESIDENT, TO EXECUTE AN
APPLICATION FOR A JAG GRANT.

ORDER


On this date, the County Commission of Wood County, upon a motion made by Robert K. Tebay, seconded by James E. Colombo, and made unanimous by David Blair Couch, did hereby AUTHORIZE David Blair Couch, in his official capacity as President and on behalf of the County Commission, to EXECUTE an Application for a Justice Assistance Grant (JAG) with the West Virginia Division of Justice and Community Services. Said grant application is in the amount of twenty-eight thousand dollars and zero cents (\$28,000.00) and is on behalf of the Wood County Sheriff's Department. Said grant is to provide a Prevention Resource Officer (PRO) at Blennerhassett Middle School.

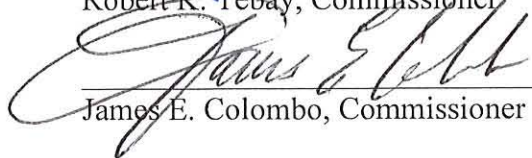
A copy of said Application is attached to this Order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


David Blair Couch, President


Robert K. Tebay, Commissioner


James E. Colombo, Commissioner

M/3628

**West Virginia Justice Assistance
Grant Program Application**

**General Administrative Information
Page 1**

<u>Applicant Agency:</u> Wood County Commission	<u>Type of Agency:</u>
Address: One Court Square, Suite 203 Parkersburg, WV 26101	<input type="checkbox"/> State
Phone: 304-424-1776	<input checked="" type="checkbox"/> County
Fax Number: 304-424-0194	<input type="checkbox"/> Municipality

<u>Project Director:</u> Toni Tiano	<u>Fiscal Officer:</u> Mark Rhodes
PD Title: Grant Consultant	FO Title: Wood County Clerk
Address: One Court Square Parkersburg, WV 26101	Address: One Court Square Parkersburg, WV 26101
Phone: 304-481-6409	Phone: 304-424-1850
Fax: 304-485-2925	Fax: 304-424-0194
Email: tianoknopp@suddenlink.net	Email: mrhodes@woodcountywv.com

Funds Requested: \$28,000

Amount Awarded:

Match Proposed: \$9,333

(for DJCS use only)

Project Period: July 1, 2017 – June 30, 2018

Number of years previously funded: 0

Estimated Number to be Served: 521

Geographic Area(s) Served: Wood County

Total Population: 86,905

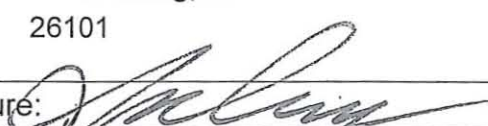
DUNS Number: 103819496

FEIN Number: 556000417

Project Title: PRO Officer – Blennerhassett Middle School

Project Description: A PRO Officer will be assigned to Blennerhassett Middle School

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

<u>Authorized Official:</u> David Blair Couch	<u>AO Title:</u> President
Address: One Court Square Parkersburg, WV 26101	Phone: 304-424-1976 Fax: 304-424-0194 E-Mail: seufer@woodcountywv.com
Signature: 	Date:

West Virginia Justice Assistance Grant Program Application	Budget Summary Page 2
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Applicant: Wood County Commission	FEIN Number: 556 000 417
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Budget Category	WV JAG Requested Funds (A)	Local (Match) Funds (B)	Total Budget (A + B)
Personnel/Contractual	\$28,000.00	\$9,333.00	\$37,333.00
Travel/Training	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Totals	\$28,000.00	\$9,333.00	\$37,333.00

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

Funding Strategy

Funding Source(s)	Amount	Status
Justice Assistance Grant	\$28,000.00	A
Wood County Commission/Sheriff Dept.	\$9,333.00	C
Total	\$37,333.00	

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

Amount - Enter the amount received or anticipated for each

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

P – Projected grant, loan or donation

A – Application submitted and under review

C – Funds Committed

R – Funds received, appropriated or on hand

**West Virginia Justice Assistance
Grant Program Application**

**Budget Detail
Page 3**

Detailed Project Cost by Budget Category	Requested JAG Funds	Local Funds Utilized	Grant Funds Approved
<u>Personnel / Contractual:</u> PRO Officer – Blennerhassett Middle School – VACANT Annual Salary - \$32,603 FICA - \$32,603 x .0765 Retirement - \$32,603 x .11 Workers Comp - \$32,603 x .032 Health Insurance – \$839.83 x 12 mos. Life Insurance – \$2.08/mo. x 12 mos. Dental Insurance – \$19.58/mo. x 12 mos. Vision Insurance - \$7.33/mo. x 12 mos. <u>Travel / Training:</u> <u>Equipment (\$1,000/unit):</u> <u>Other:</u>	\$28,000	\$4,603 \$2,494 \$3,586 \$1,043 \$10,078 \$25 \$235 \$88	(DJCS Use Only)
Total Requested JAG Funds	\$28,000		
Total Local Matching Funds		\$22,152	
Total Funds APPROVED for Project			(For DJCS Only)

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

GRANT FUNDS:

PERSONNEL/CONTRACTUAL:

This is the first year the Wood County Commission/Sheriff Department is requesting this position; therefore, it is currently vacant. The base salary for a new Deputy with the Wood County Sheriff Department is \$32,603 of which \$28,000 is being requested in grant funds.

MATCH FUNDS:

PERSONNEL/CONTRACTUAL:

The excess salary, benefits and insurance costs associated with this position are \$22,152. The breakdown of these expenditures are:

Excess Salary -	\$4,603
FICA - \$32,603 x .0765 -	\$2,494
Retirement - \$32,603 x .11 -	\$1,043
Workers Comp - \$32,603 x .032 -	\$3,586
Health Insurance - \$839.83 x 12 mos. -	\$10,078
Life Insurance - \$2.08/mo. x 12 mos. -	\$25
Dental Insurance - \$19.58/mo. x 12 mos. -	\$235
Vision Insurance - \$7.33/mo. x 12 mos. -	\$88

The match funds will be provided by the Wood County Commission/Wood County Sheriff Department. There is no match provided by the Wood County Board of Education.

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

Blennerhassett Middle School is located in the Blennerhassett section of Wood County and is one of five middle schools in the County. Of these five middle schools, Blennerhassett is the second largest with an enrollment figure of 538 students. However, even though it is the second largest middle school in Wood County, it is the County's only middle school that does not have either a Prevention Resource Officer or a School Resource Officer. Approximately 40 percent of the student body receives "free/reduced" lunch.

School and County officials believe a Prevention Resource Officer (PRO) will help to build positive relationships with students, improve staff visibility and supervision, and teach students how to handle difficult situations. During the current school year, there have been 115 missed days of instruction due to suspensions. Students have been suspended for: fighting – 22 days; insubordination – 20 days; inappropriate language – 19 days; threat of injury to a student or employee – 16 days; battery – 15 days; technology misuse – 9 days; harassment – 5 days; alcohol use – 5 days; theft – 3 days; and tobacco use – 1 day. There have also been multiple incidents where inappropriate material was found on the electronic devices of students.

Blennerhassett has also had some issues with attendance as the current attendance rate is 93.36% which is the lowest of the five Wood County middle schools. In addition, on average 5 to 10 students arrive to school tardy each day. A PRO will help to build relationships with students and counsel them on the importance of being in school and the risks associated with truancy.

Blennerhassett Middle School also works with the Bright Bytes System Intervention Management. This system allows the school to streamline services by connecting the students in need to the right support services. The System was also able to identify and categorize the students into different risk categories based upon a number of factors. Of the School's students, 47 students (9 percent of the student body) are considered to be at "high risk" and 59 students (11 percent of the student body) are considered to be at "medium risk". This equates to one out of every five students at the School being classified as a "medium or high risk" student. A PRO is a community resource that could work with these students to make a difference in their lives in order to improve their situations, help ensure they graduate, and turn "at risk" into success stories.

As this information indicates, Blennerhassett Middle School is facing issues and concerns that a PRO could help address.

PROGRAM DESCRIPTION

In order to address these issues and to stop them from escalating Blennerhassett Middle School is desirous of joining the other middle schools and high schools in Wood County and have a PRO. The PRO will follow the guidelines and requirements of the Program and will also:

- Assist in the education process as the PRO could participate in and lead discussions on a wide range of topics that deal with student safety, career choices, and personal development. A PRO would be one more person to whom students can connect with.
- Form lasting positive relationships with the students and the community. By becoming involved in these young people's lives, the PRO can help to counsel and support them and make a difference.

The PRO will teach a variety of classes to students including topics such as WV Motor Vehicle Law, drinking and its affects, distracted driving, drinking and driving, domestic violence, drug awareness, school safety, gun safety, and bullying.

In addition to teaching these specialized courses, the PRO will also work with the school officials to bring in special programs and presenters. Some of these may include the DUI Simulator, the Wood County Sheriff Department, Department of Natural Resources, Wood County Day Report Center, Wood County Drug Court, Blennerhassett Volunteer Fire Department, Juvenile Probation Office, and the local domestic violence shelter.

These students are not too young to learn this information as, unfortunately, many of them are already participating in risky behavior such as drinking, smoking, and fighting. The PRO will educate these students on making the right decision and not being afraid to say no in certain situations.

PROJECT ASSESSMENT/EVALUATION

The following indicators will be used to evaluate the results of this program. Some indicators will compare end of year school data while others will be gathered from daily activities of the PRO.

- Reduction in juvenile crime in the Blennerhassett area and at Blennerhassett Middle School.
- Reduction in first time juvenile offenders as well as re-offenders.
- Increase in attendance at Blennerhassett Middle School.
- Decrease in tardiness at Blennerhassett Middle School.
- Decrease in truancy at Blennerhassett Middle School.

- Decrease in the number of school suspensions.
- Reduction in the number of students considered to be "medium or high risk" at Blennerhassett Middle School.
- Types and numbers of classes conducted.
- Amount of one-on-one counseling as well as group counseling provided.
- Number of students reached by the various programs.
- Number of guest presenters, types of programs, and number of students reached.
- Involvement and support of community-based social intervention and/or gang diversion programs and illegal drug prevention programs.
- Decrease in the number of citations issued to students at Blennerhassett Middle School.

This data will be provided by various agencies such as Blennerhassett Middle School, PRO Officer, Wood County Sheriff Department, Juvenile Probation Office, and Wood County Board of Education.

STRATEGIC PLAN

While the Blennerhassett area of Wood County is an unincorporated area, the community was involved with the preparation of this grant application through its Local School Improvement Council. While there is not a PRO attending these meetings, if one is funded he will become a member of the Council. The Wood County Sheriff Department, while not a member, has attended in the past to provide information and to answer any questions the Council may have. PRO Officer is not currently a member, he will be attending these meetings

If funded, the PRO will not only attend the meetings but will also discuss accomplishments, problems encountered, specific activities, etc. At the LSIC meetings reports are also provided from other individuals who are involved with Blennerhassett Middle School. From this the LSIC and school administration are able to work together to address concerns and develop appropriate solution. The LSIC will be an active body and can make suggestions/recommendations to the PRO regarding projects and activities they believe would be beneficial to undertake and which address a particular area of concern.

The LSIC Board and the local criminal justice system assisted with the preparation of this grant application through the discussion with the Wood County Sheriff Department and the school administration as to what the functions of a PRO Officer will be, areas to work on, possible projects, etc.

If funded, the PRO will meet and work with the LSIC to discuss with them projects that have been undertaken, problems, successes, etc. as well as continue to seek their input on areas of concerns or on new issues which arise. This will enable for continued community involvement through the seeking of their input.

**West Virginia Justice Assistance
Grant Program Application**

**Grant Goals and Objectives
Page 6**

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

Goal Number:	<u>1</u>	The PRO Officer will place an emphasis on decreasing the incidents with have resulted in students being suspended from school.
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Objective Number: 1 At the conclusion of the 2017 – 2018 school year the number of instructional days lost to school suspensions will have decreased by at least 15 percent – from 115 days to 94 days.

Outcome Measure: Records will be maintained on the number of students suspended, the reason for suspension, and the number of days per student.

Activities to meet objective:

Timeline for each activity:

1. The PRO will receive weekly reports on suspensions and the reasons for suspension.

1. Weekly

2. The PRO, School Administration, Counselors, and other appropriate parties will meet with the student, and if appropriate, parents, to discuss situation and how to correct it from reoccurring.

2. Weekly

3. The PRO will work with School Administration to develop programs, projects, assemblies, etc. to deal with problem areas such as harassment, alcohol, tobacco, etc.

3. Monthly

4.

4.

Objective Number: _____

Goal Number:	<u>2</u>	The PRO Officer will work with the students and impress upon them the importance of school attendance.
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Objective Number:	<u>1</u>	The overall school attendance rate for the 2017 – 2018 school year at Blennerhassett Middle School will increase from 93.36% to 94.56%.
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Outcome Measure:	The PRO will utilize the Wood County Average Daily Attendance Records for the 2017 – 2018 school year to determine the attendance percent.
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Activities to meet objective:	Timeline for each activity:
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- | | |
|--|------------|
| 1. The PRO will receive the monthly attendance rate sheets at BMS and monitor the progress being made. | 1. Monthly |
| 2. The School Administrators, Counselors, and PRO will meet on a monthly basis to identify students who have an excessive amount of missed days and/or tardiness. | 2. Monthly |
| 3. Group discussions on the importance of attending school will be held by the PRO. In addition, individual meetings will be held with those who have an excessive amount of absenteeism. Meetings will be held with the parents as appropriate. | 3. Monthly |
| 4. | 4. |

Objective Number:	_____
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Outcome Measure:

Activities to meet objective:	Timeline for each activity:
-------------------------------	-----------------------------

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |
| 4. | 4. |

Goal Number:	<u>3</u>	The PRO will serve as a resource to students and faculty to provide a variety of information needed to meet their needs.
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Objective	<u>1</u>	The number of students classified as medium or high risk by the Bright Bytes System will decrease from 20 percent (106
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Number: students) of the student body to 17 percent (89 students)

Outcome Measure: Records will be maintained on the results of the Bright Bytes System and the number of students classified as medium and/or high risk.

Activities to meet objective:

Timeline for each activity:

1. The PRO will meet with staff to determine the particular risk factor facing each of these students.

1. On-Going

2. The PRO will work with staff and administration to develop lessons to address these issues.

2. On-Going

3. Students will be provided with and referred to appropriate outside agencies for assistance when necessary.

3. On-Going

4. The PRO will teach non-traditional courses such as Criminal Justice, Highway Safety, DUI, Gun Safety, Constitutional Law, etc. as needed to reach the students' needs.

4. On-Going

5. As appropriate and beneficial, guest speakers from outside agencies will present at Blennerhassett Middle School.

5. On-Going

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

Blennerhassett Middle School

444 Jewell Road
Parkersburg, WV 26101
304-863-3356



To Whom It May Concern:

The purpose of this letter is to outline the reasons we feel a School Resource Officer / Police Resource Officer would provide a significant positive impact on our school culture and the experiences of our students.

We do not believe that "policing" the school is the primary role of an SRO/PRO. Rather, we hope that the officer would be able to form lasting, positive relationships with our students and community. Unfortunately, too many students have a negative perception of law enforcement. We would like for our students to see how law enforcement can get involved in young peoples' lives in order to counsel and support them.

Secondly, an SRO/PRO could assist our school in the education process. An SRO/PRO could participate in and lead discussions on a wide range of topics that deal with student safety, career choices, and personal development. An SRO would be one more person with whom students can connect, enhancing their comfort and attachment to the school and community.

Finally, having an SRO/PRO in our building would allow for a law enforcement official to be readily available if there was ever to be an emergency. We hope this is seldom needed; however, when it is, having someone in the building with whom students are already familiar could make a crucial difference. Ultimately, we hope an SRO/PRO will prevent harmful situations from taking place and allow our students to feel safer while at school.

As Blennerhassett Middle is the only secondary school in Wood County without an SRO/PRO, we are fully supportive of the effort to attain one. We hope to find a way to have this mutually beneficial relationship begin at BMS and continue into the future.

Signature

[Handwritten signatures]
Cynthia D. Daley
Kathy Stull
Linda Schett
Orlena Oiler
Katie Foley
Cindy Gunn

Position

[Handwritten positions]
Teacher
Parent
WVUP representative
Teacher
Secretary
Student
Principal

West Virginia Justice Assistance Grant Program Application	Hiring Procedures, Job Descriptions and Resumes Page 8
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Provide a brief statement outlining the program agency's procedures for hiring employees who are funded under this grant. Include with this application a job description and qualifications for the position(s) proposed under the grant. If position(s) are currently filled, please include a resume for each position filled.

This position is currently not filled within the Wood County Sheriff Department. If this grant is funded, the Wood County Sheriff Department will follow its standard procedures for hiring an officer: Civil Service Test, agility test, drug screening, background check, etc. The Department has not yet determined that if the grant is funded whether or not it would appoint an existing deputy as the PRO Officer and backfill that position or assign the new officer hired to be the PRO Officer.

WOOD COUNTY SHERIFF - PRO OFFICER

The PRO shall not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform the duties as follows:

- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior including substance abuse.
- c. To foster a better understanding of the law enforcement function.
- d. To develop a better appreciation of citizen's rights, obligations, and responsibilities.
- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
- h. To enhance knowledge of the fundamental concept and structure of law.
- i. To be familiar with confidentiality requirements.

The PRO shall abide by Wood County School Board Policies and laws as they relate to the Prevention Resource Officer. The PRO shall consult and coordinate instructional activities through the principal of Blennerhassett Middle School. Activities conducted by the PRO, which are part of the regular instruction program of the School, shall be under the direction of the principal. The Wood County Board of Education shall approve the content of educational programs and instructional materials used by the PRO.

The PRO will provide the students instruction in various aspect of law enforcement, public safety, and education as requested and supervised by the teachers.

The Wood County Sheriff Department shall be responsible for the control and direction of all aspects of employment of the Officer assigned as the PRO Officer. The Wood County Sheriff Department shall ensure the exercise of law enforcement powers by the PRO Officer is in compliance with the authority granted by law.

West Virginia Justice Assistance Grant Program Application	Operational Budget Attachment A
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Attach the operational budget for this program along with a brief 3-year strategic financial and programmatic plan of operation. Only one 3-year plan is required as long as all entities included in the application are sufficiently covered in the plan.

Attachment A

Operational Budget

Budget Category	2017-2018	2018 – 2019	2019-2020
Personnel/Contractual: Wood County Sheriff Deputy Salary and Benefits	\$50,152	\$52,670	\$55,304
Estimated Grant Funding	\$28,000	\$28,000	\$28,000
Wood County Sheriff/ Commission Funding	\$22,152	\$24,670	\$27,304

This three year budget is based upon a five percent increase each year to cover any additional salary increase as well as increases in benefit and insurance costs. JAG funds are requested to pay a portion of the salary with the remaining funds coming from the Wood County Sheriff Department/Wood County Commission. The PRO Officer will adhere to the goals presented in this grant application. The focus of the PRO will remain constant over this three year period: to provide a safe and secure environment for the students at Blennerhassett Middle School.

The budget for the Wood County Sheriff Department/Wood County Commission is largely dependent upon the amount of taxes they are able to collect as real estate taxes make up the majority of their revenue. The County is like many government agencies in that the vast majority of their operating expenses is fixed costs such as personnel, benefits, and necessary operational expenses.

The PRO Officer position does not require much to operate – only the salary and benefits of a Wood County Deputy. However, in tough budget times, any financial assistance that can be provided will greatly assist this program.

West Virginia Justice Assistance Grant Program Application	Plan of Sustainability Attachment B
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Please attach in this section a detailed outline of future funding strategies, and an outline of funding plans should federal funding sources cease to exist. Please detail fundraising strategies; local donations; city, county, and state funding contributions; as well as plans to maintain positions and program goals in current and future economic strains.

If grant funding for this position was no longer available, the Wood County Sheriff Department and the Wood County Commission would review their financial situation to determine if this position could be paid for with County funds along with funds from other sources. Contact would be made with the Wood County Board of Education to request funding for this position.

The County will also contact other local funding agencies to determine the possibility of obtaining funds from other sources/ some of these include: Parkersburg Area Community Foundation, McDonough Foundation, Sisters Health Foundation, and the Ross Foundation.

A review will also be made of the US Department of Justice COPS School Resource Officer (SRO) Grant Program to determine if this is a possibility for funding.

Another option may be to contact the other law enforcement agencies in Wood County to combine their PRO/SRO positions into one large grant and then apply to a larger foundation such as the Benedum Foundation.

The Wood County Sheriff Department and the County Commission will pursue various means to fund this position.

West Virginia Justice Assistance Grant Program Application	Other Required Program Information Attachment C
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A copy of the following information must be submitted (as applicable) with this attachment in order for the application to be complete. Please refer to page xvii of the application instructions for more details:

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

Prevention Resource Officer (PRO)

Certification of Entry Level Salary & Benefits

(Must be included with all PRO Applications)

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

Participating Department: Wood County Sheriff Department

	ASSIGNED PREVENTION RESOURCE OFFICER: YEARLY	BASIC ENTRY LEVEL OFFICER: YEARLY
SALARY:	\$ 32,603	\$ 32,603
BENEFITS:		
FICA	\$ 2,494	\$ 2,494
Workers Compensation	\$ 1,043	\$ 1,043
Retirement	\$ 3,586	\$ 3,586
Unemployment	\$	\$
Insurance:		
Health:	\$ 10,078	\$ 10,078
Life	\$ 25	\$ 25
Death	\$	\$
Dental	\$ 235	\$ 235
Eye	\$ 88	\$ 88
Other:	\$	\$
OTHER: Please list: (No clothing allowance)	\$	\$
OTHER: Please list (No clothing allowance)	\$	\$
TOTAL SALARY & BENEFITS	\$ 50,152	\$ 50,152

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

Signature: _____

Authorized Official, Sheriff or Chief

Date: _____

3/20/17

AGREEMENT

This Agreement, made and entered into this 28 day of March, 2017 by and between the Wood County Commission (hereinafter referred to as "GRANTEE" and the Wood County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee have a police officer serve as Prevention Resource Officer in the Wood County, WV school system and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

1.01 The GRANTEE shall provide 1 (#) police officer(s), assigned a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system operated by the BOARD.

1.02 PRO shall abide by County School Board Policies and laws, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.

1.04 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Program.

1.05 GRANTEE shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 GRANTEE shall hold harmless the BOARD for any injuries suffered by Prevention Resource Officer arising under their employment with the PRO Program.

1.07 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:

- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. To foster a better understanding of the law enforcement function.
- d. To develop a better appreciation of citizen's rights, obligations and responsibilities.
- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
- h. To enhance knowledge of the fundamental concept and structure of law.
- i. To be familiar with confidentiality requirements.

1.08 The police officer may not be changed during the course of the agreement by the GRANTEE unless the substitute officer has received the required training. The PRO shall be on duty at the school during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.09 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction but the PRO shall have the option if they choose to do so.

1.10 The PRO shall have access to all data contained in the WVEIS system, the school administration student systems, and any other disciplinary and attendance information.

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of \$_____ per hour and shall be made within _____ days of receipt of the invoice. A lumpsum payment of \$13,500 from the Board of Education to the Wood County Commission.

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2017, through the 30th day of June 2018.

3.02 This agreement shall continue in effect until the duration of the term as described in paragraph 3.01 or until terminated by either of the parties in accordance with the term listed in section four below.

SECTION 4. TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. The GRANTEE agrees to indemnify and save harmless the BOARD of any liability whatsoever arising to employment as defined by City Ordinances and West Virginia State Law. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

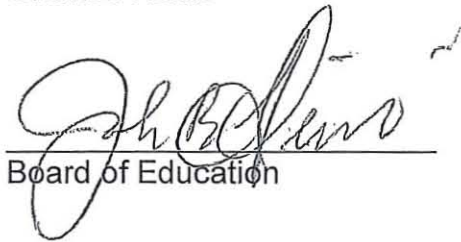
10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and insure to the benefit of the successors of the GRANTEE and BOARD.

SECTION 11. NOTICES

11.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:

Grantee Name

Date



Board of Education

March 28, 2017

Date

To be passed by both entities Wood County Commission and the
Wood County Board of Education.



WEST VIRGINIA STATE POLICE
725 Jefferson Road
South Charleston, West Virginia 25309-1698
wvsp.gov

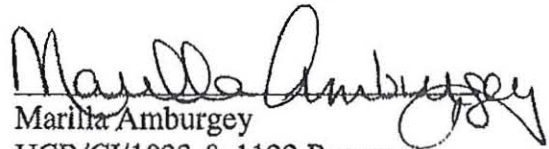
Jim Justice
Governor

Colonel Jan Cahill
Superintendent

MEMORANDUM

TO: Sheriff Steve Stephens
FROM: West Virginia State Police
Uniform Crime Reporting
DATE: March 20, 2017
RE: Incident Based Reporting

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


Marilla Amburgey
UCR/CI/1033 & 1122 Program
Supervisor/SPOC/Coordinator

Username	Password	Log In
<input type="text" value="woodcountycommisison"/>	<input type="password"/>	Create an Account
Forgot Username?	Forgot Password?	

Learn About Registration Status

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[What is Draft status?](#)

[What is Work in Progress status?](#)

[What is Submitted status?](#)

[What is Active status?](#)

[What is Expired status?](#)

[What If?](#)

[What if my entity fails TIN validation?](#)

[What if my entity fails CAGE Code validation?](#)

[What if I still need help?](#)

[What's Next?](#)

[Find Your Registration in SAM](#)

SAM Status Tracker

Check Entity Registration Status

Page Description

You can quickly check an entity's registration status in SAM by entering a DUNS Number or CAGE Code. The SAM Status Tracker will show you the current status of the entity associated with that DUNS Number or CAGE Code, as well as tell you what steps are left to complete based on why they are registering.

The SAM Status Tracker uses seven circles to represent steps in the registration process: Core Data, Assertions, Reps & Certs, POCs, Submit, Processing, and Active. Visual indicators in the circles, text underneath the circles, a status message in bold above the circles and user messaging combine to give the registration status.

You will only see the registration status for publicly-searchable registration records in the SAM Status Tracker. Federal government users must log into SAM and search for non-public records.

Use the SAM Status Tracker Now

Check registration status by typing in a DUNS Number.

DUNS Number Plus 4 (Optional)

Or, check registration status by typing in a CAGE Code.

CAGE Code

WOOD, COUNTY OF

Status: Active

Your registration was activated on Sep 29, 2016. It expires on Sep 29, 2017 which is one year after you submitted it for processing.



Core Data
Completed



Assertions
Not Required



Reps & Certs
Not Required



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed



IBM v1.P.62.20170224-1621

WWW1

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**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 Standard Conditions and Assurances, or as a result of the administration of any DJCS grant program, should be mailed to the following address:

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

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 any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt.38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations).

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the West Virginia Division of Justice and Community Services.

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-SUPPLANTING:

Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.

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 if match is not "required" by the grant program for which you are making application, but committed and indicated on the budget pages of this application, then this special condition shall be 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 or 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.

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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.

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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:

- Processor: Intel Core i3, 3.00 GHz
- RAM: 4 GB minimum
- Hard Drive: 500 GB, 7200 RPM SATA, upgradable
- Keyboard: Standard USB
- Mouse: Optical USB 2 button W/scroll
- DVD/RE: Multi DVD/RW optical drive
- USB Ports: 4 back, 2 front, with a minimum one USB 2.0 port or higher
- Ethernet Port: Standard integrated
- 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)
- APC UPS Backup power protection (adequate size to handle power load)

Software Requirements:

Whenever possible, software should operate within open industry standards. For example, Windows 7 Enterprise 32 bit

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.ojp.gov/gjxdm.

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38. PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:

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

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

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

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

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

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

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1204 E. 16th Street

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.

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42. EQUAL EMPLOYMENT OPPORTUNITY PLAN:

The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the West Virginia Division of Justice and Community Services, if it has received a single award of \$500,000 or more. If the grantee receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at: <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

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."

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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 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 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.

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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.

58. RELIGIOUS ACTIVITIES

Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.

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

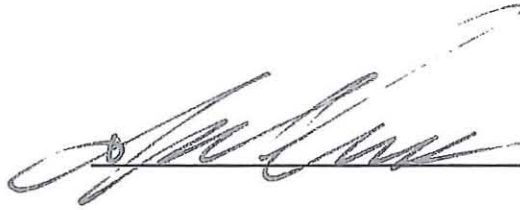
Authorized Official:

David Blair Couch

Title:

President

Signature:



Date:

4/16/17

Mark Rhodes
Wood County 12:33:13 PM
Instrument No 8746576
Date Recorded 04/10/2017
Document Type CCD
Pages Recorded 40
Book-Page 72-890

APRIL 10, 2017

IN RE: EXECUTIVE SESSION OF THE WOOD COUNTY COMMISSION

This 10th day of April, 2017 at 9:30 o'clock A.M., in Room 203, of the Wood County Courthouse, Parkersburg, West Virginia, upon motion of David Blair Couch, seconded by Robert K. Tebay and made unanimous by James E. Colombo, County Commissioners, upon prior adjournment of the regular session, convened in EXECUTIVE SESSION upon authority granted by the West Virginia Code, Chapter 6, Article 9A, Sections 4, as amended:

WHEREUPON, the said David Blair Couch, President of the Commission, Robert K. Tebay and James E. Colombo, Commissioners, met with Marty Seufer, County Administrator, Pat Lefebure, Wood County Prosecuting Attorney, and Wood County Clerk, Mark Rhodes.

All those present proceeded to discuss the matter for which the said EXECUTIVE SESSION was had, being for attorney/client privilege.

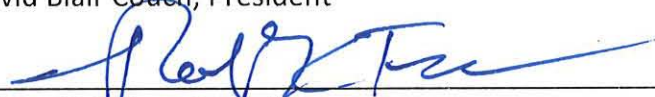
The Commission having concluded said discussion, the said EXECUTIVE SESSION adjourned at 10:02 o'clock A.M.

APPROVED:

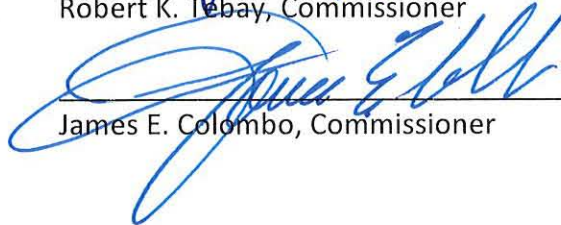
THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

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Mark Rhodes