

AGENDA
MORGAN COUNTY COMMISSION
77 Fairfax Street, Room 101
Berkeley Springs, WV 25411

June 21, 2012 - 9:00 AM Open Meeting

9:00 AM- ADMINISTRATION & APPROVE MINUTES

Re-appointments to Volunteer Boards:

Morgan County Board of Health- Brenda Hutchinson

Morgan County Library Board of Trustees- William Harmison & Susan Thomas

Morgan County Transportation Authority- Brenda Hutchinson & Susan Webster

Morgan County Solid Waste Authority- Adam Keeling

Morgan County Planning Commission- Scott Swaim, Susan Parker & Amy Lane

Local Emergency Planning Committee- Susan Webster, David Michael, Margie Allgyer & Neil McLaughlin

Eastern Panhandle HOME Consortium- Audrey Morris, Jody McClintock & Denise Bergen

Region 9- William Clark & Louis Herrell

AIO Recovery Contract

Representative from County Commission for Juvenile Crime Enforcement Coalition

Letter for new Hiree for Circuit Clerk's office

AGENDA ITEMS

9:30 AM- Commissioner Stacy Dugan- Excess Levy to fund new Animal Control Facility & Operating Expenses

9:45 AM- Jason Pearce, Animal Control Officer- Report on Animal Control

10:00 AM- Jason Castillo, Berkeley/Jefferson County Day Report Center- Memorandum of Understanding between Berkeley County Community Corrections Board and the Morgan County Commission

10:15 AM- Kim Nickles, County Clerks Office- Estate of Arnold Bearup

10:45 AM- Libby Marquardt- Animal Control Issues

11:00 AM- Dave McDonald, Information Technology- Purchase of small business server software, CSSI Software

11:15 AM Contract of Lease between Blue Ridge Community & Technical College & The Morgan County Commission

ADMINISTRATORS ITEMS

HOME Consortium Resolution & Agreement

Re-appointments to Volunteer Boards:

Morgan County Board of Health- Brenda Hutchinson

Morgan County Library Board of Trustees- William Harmison & Susan Thomas

Morgan County Transportation Authority- Brenda Hutchinson & Susan Webster

Morgan County Solid Waste Authority- Adam Keeling

Morgan County Planning Commission- Scott Swaim, Susan Parker & Amy Lane

Local Emergency Planning Committee- Susan Webster, David Michael, Margie Allgyer & Neil McLaughlin

Eastern Panhandle HOME Consortium- Audrey Morris, Jody McClintock & Denise Bergen

Region 9- William Clark & Louis Herrell



SERVICE AGREEMENT

This Service Agreement (“Agreement”), effective this ____ day of _____, 2012, is made between

_____ (Client) and Aio Recovery, LLC, 639 Gowan Rd, Inman, SC 29349 (Aio Recovery), a South Carolina Limited Liability Company.

SCOPE OF SERVICES

1. Client authorizes Aio Recovery to review/audit of the following areas:

- | | |
|---|------------|
| <input type="checkbox"/> Telecommunications | Initialed: |
| <input type="checkbox"/> Cable | _____ |
| <input type="checkbox"/> Electric | _____ |
| <input type="checkbox"/> Gas | _____ |
| <input type="checkbox"/> Waste | _____ |
| <input type="checkbox"/> Water | _____ |
| <input type="checkbox"/> Insurance | _____ |
| <input type="checkbox"/> other: _____ | _____ |

for prior billing errors, improvements and/or cost savings. This review will include an analysis of existing systems, services, equipment, suppliers and plans. In view of the substantial effort and costs expended by Aio Recovery in performing such review/audit, Client agrees to provide Aio Recovery with a complete list of any changes, additions, or reductions in current vendor services currently planned or under consideration, prior to initiation of Aio Recovery’s review/audit. Similarly, except for those so disclosed to Aio Recovery, Client agrees to make no changes to its plans or systems during Aio Recovery’s review/audit. Scope of the audit includes: taxes and regulatory fees, contracts and invoices for the above selected areas.

2. Cost savings may be realized from:
- a) Refunds and ongoing savings as a result of errors and overcharges found in historical bills.
 - b) Eliminating or reducing charges for items that are unnecessary and do not affect service.
 - c) Negotiating or assisting Client in negotiating, a more cost effective plan with another supplier, and/or your current supplier.
 - d) Savings arising, directly or indirectly, from Aio Recovery recommendations for other changes implemented by Client.

3. The Client hereby authorizes Aio Recovery to pursue cost savings identified above without impacting the Client's operations. While Aio Recovery, with the prior permission of Client, will pursue changing providers, the Client is not required under any circumstances to change vendors. Any recommendations used by Client to implement changes within twenty-four months of submission by Aio Recovery shall be deemed accepted by the Client and the corresponding fee as set forth in Section 8 of this Agreement (40% of any credits, refunds and savings realized) shall be due and payable to Aio Recovery. In addition, recommendations for one location are applicable to all locations.

Because of the speed with which pricing changes may occur, the Client will have 30 days after it receives the audit report to advise Aio Recovery on whether it accepts or rejects Aio Recovery's recommendations. All decisions regarding Aio Recovery's recommendations are made unilaterally at the discretion of the Client. If Client elects not to implement an Aio Recovery recommendation, Client shall not implement said recommendations for one year after this Agreement terminates, without compensating Aio Recovery as per this Agreement.

4. **Client Exclusions:** Client acknowledges that there are no negotiations in process with any service providers for credits, refunds or changes in any rates that result in savings to Client except for the specific issues listed below. Client acknowledges that there are no savings opportunities under study or in the process of being implemented except for the specific issues listed below. Issues NOT listed here that are on Aio Recovery audit reports, faxes or emails shall be considered Aio Recovery recommendations.

- a) _____ Initials
- b) _____ Initials

5. The Client represents that it is not currently under contract with and will not engage another firm or individuals to perform bill auditing and consulting services as agreed to hereunder during the term of this Agreement, including internal review of its telecommunications, waste and/or utility systems. If Client engages any other firm to perform bill auditing and/or consulting services, or undertakes an internal review/audit of its telecommunications or utility systems in violation of this Agreement, Client shall pay to Aio Recovery 40% of any credits, refunds and savings realized as if such credits, refunds and savings had been obtained by Aio Recovery.

6. The Client will provide/or provide access to Aio Recovery all the items necessary to complete audit.

7. Aio Recovery shall hold all Client records and information submitted for review in the strictest confidence and all of its recommendations, actions and suggestions submitted to the Client in the strictest confidence.

PAYMENT TERMS

8. The Client agrees to pay Aio Recovery 40% of the savings achieved from Aio Recovery's review of all accounts in selected audit areas.

a) Amounts due resulting from one-time historical refunds or adjustments will be billed by Aio Recovery and shall be paid by Client within ten days of the date Client receives refund from the supplier.

b) Amounts due as a result of ongoing savings from Item 2 above will be billed by Aio Recovery and paid by Client in twenty-four monthly installments during the twenty-four months following the implementation of changes that the Client agreed upon.

c) All payments are due to Aio Recovery within thirty days of invoice date. Payments received after due date are subject to late fees of 2% of unpaid balance or \$25.00, whichever is greater. Customer's payment obligations may extend beyond the end date of this Agreement.

If the Client does not receive a refund, credit or cost reduction, there will be no fee due Aio Recovery.

9. Client has the right to terminate this Agreement at any time upon thirty days written notice to Aio Recovery, LLC. Provided, if Client terminates this Agreement after Aio Recovery, LLC has performed the audit recommending areas of savings, Aio Recovery, LLC shall be deemed to have earned the compensation set forth in this Agreement, and Client shall pay Aio Recovery, LLC the entire amount for the entire payment period due under the contract.

COMPLETE AGREEMENT - JURISDICTION

10. Both parties agree that this Agreement is final and all-inclusive and cannot be amended unless agreed to in writing by both parties. It is agreed that the law of West Virginia shall apply in the event of any dispute and both parties agree to the personal jurisdiction of the courts of Spartanburg County, South Carolina. In the event of a dispute, the losing party shall pay court costs and legal fees.

DISPUTE RESOLUTION

11. Should there be any controversy, dispute or claim, lying either in contract or tort and arising out of or in connection with this Agreement (hereinafter a "dispute" or "disputes"), the Parties shall first attempt to settle the matter by mutual negotiations. If these negotiations are unsuccessful, or if it appears to either Party that negotiations are stalled, the dispute must be submitted to mediation to be held in Morgan County, West Virginia. In the event the parties cannot resolve any disputes in mediation, the Parties agree that all disputes between themselves regarding any aspect of performance by either Party, any dispute regarding the interpretation of this Agreement or any dispute regarding compliance of either Party with the terms of this Agreement, shall be resolved through binding arbitration. The arbitration shall be held in Morgan County, West Virginia. Unless the Parties agree otherwise, the American Arbitration Association shall administer any arbitration commenced pursuant to this Agreement and shall apply its Commercial Arbitration Rules.

The Parties agree and acknowledge that this Agreement, and the transactions contemplated hereby, involves interstate commerce. The parties agree further that this Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et. seq.

In the event of arbitration, litigation or other legal action relating to the enforcement of rights under this Agreement, the substantially prevailing party shall be entitled to recover all expenses related to such arbitration, litigation or other legal action, including attorneys' fees and costs, from the non-prevailing party.

SUCCESSORS & ASSIGNS

12. This Agreement shall be binding upon any successors or assigns of Client, including any purchaser of the stock of Client or the telecommunications, waste or utility assets of Client.

AGREED TO AND ACCEPTED:

Client

Aio Recovery, LLC

Client Name

Address

Address

Signature of Authorized Client Representative

Signature

Print Name

Print Name

Title

Title

Date

Date

Account Executive: _____



**LETTER OF AUTHORIZATION
Telecom, Utilities, Waste, Insurance**

TO: All concerned Utility Companies, Municipalities, Water Agencies, Sewer Agencies, ESP's, Consultants, Independent Contractors, Telephone and Internet Companies, Cable and Satellite Companies, Property Owners, VAR's, Equipment Vendors, Waste Haulers, Shredding Services, Insurance, Bio-Waste Haulers, Recyclers and Purchasing Groups

Dear Sirs:

Please be advised that Aio Recovery is hereby engaged and authorized to act as agent and consultant for the undersigned in all matters pertinent to our services with your company.

By this letter we authorize Aio Recovery to perform the following, but not limited to: request new service, cancel and/or transfer existing service, place service orders, set up and/or request log-on information pertaining to online account access, request billing records, request equipment records, request and receive rate analysis, change rate schedules, and obtain any other information pertaining to our account with your company. It is understood that Aio Recovery will treat this information as proprietary and confidential and will not release it to others in any manner.

We release any concerned utilities or vendors from any claims, damages or expenses resulting from unauthorized use of this information by Aio Recovery. We ask that you give full cooperation and compliance to all requests from Aio Recovery. This letter shall supersede all previous Letters of Authorization prior to the above date, thereby canceling their terms and conditions. This agency shall remain in effect for three years from date of signature.

Please forward a copy of our current vendor agreement to:

Paula Fancher paula.fancher@aiorecovery.com

We appreciate your prompt response to this request. If you have any questions regarding this request, please forward all inquiries to Aio Recovery, LLC and we will be happy to respond.

Authorized Signature _____
Printed Name _____
Title _____
Federal ID # _____
Date _____

Ginger Johnson

From: cemyork@gmail.com on behalf of Carol York [cyork@morgancountywv.gov]

Sent: Thursday, June 14, 2012 11:16 AM

To: Joan Willard

Cc: Ginger Johnson; Jody McClintock; David Banks

Subject: Re: Juvenile Crime Enforcement Coalition Meeting

Hi Joan,

I will ask Ginger Johnson, Commission Secretary, to put this on next week's agenda so the commissioners can determine a representative.

Thanks,
Carol

On Thu, Jun 14, 2012 at 10:58 AM, Joan Willard <jwillard@access.k12.wv.us> wrote:

Carol,

I would respectfully request a representative from the County Commission to serve on our Juvenile Crime Enforcement Coalition. This committee serves as the oversight committee for the PRO grant. Our next meeting is scheduled for Friday, July 6th at noon in the Morgan County Board room. We feel it is imperative we all work together to help sustain this valuable grant. If anyone has any questions, please have them contact me at (304) 258-2430 Ext 13.

Thank you for your assistance,

Joa Willard, Morgan County Schools

From the Juvenile Accountability Block Grant for PRO – item #65 in the Special Conditions and Assurances of the grant contract

65. Juvenile Crime Enforcement Committee:

The grantee is required to form an interagency Juvenile Crime Enforcement Committee that will meet at least every other month to review the status of grant objectives, to develop strategies for resolving any problems or barriers, and to perform quarterly evaluations. This Juvenile Crime Enforcement Committee will submit to DJCS (1) minutes of committee meeting with the monthly grant progress reports and (2) written quarterly project evaluations.



JJDP MEETING DATES

November 2, 2011

January 18th 2012 at NOON

April 18th, 2012 at NOON

June 27th, 2012 at NOON



**Juvenile Crime Enforcement Coalition Meeting
Agenda
April 18, 2012**

- I. Minutes from last meeting**

- II. Old Business:**
 - A. Review Monthly Report**

- III. New Business:**
 - A. Complete Planning and Evaluation Team Quarterly Report**

- IV. Review Progress on Goals and Objectives**

NEXT MEETING June 27, 2012



**Juvenile Crime Enforcement Coalition Meeting
Minutes
January 18, 2012**

- I. **Attendees:**
 1. Kevin Barney, PRO Officer
 2. Nikki Cowles, Morgan County Partnership
 3. Joan Willard, Morgan County Schools
 4. Luke Christie, State Farm Agency
 5. Tony Link, Morgan County Sheriff's Department

- II. **Minutes from last meeting**

- III. **Old Business:**
 - A. Reviewed Quarterly Report
 - B. Reviewed progress toward meeting goals
 - C. Discussed problems and concerns relative to grant continuation and funding.

- IV. **Quarterly Report completed**

Grant Goal(s) & Objective(s)

Descriptions:

- 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.
You may only have one goal for your project with several objectives and activities to meet that goal.
- Objective -** A specific statement of the desired short-term, immediate outcome of the program which support 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.
- 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: 1 To maintain communication between students and educators and attempt to bridge gaps of youth created by circumstance

Objective Number: 1 Maintain Communications with students

Outcome Measure: The PRO's monthly report of counseled individuals

Baseline Data:

Activities to meet objective:	Timeline for each activity:
1. Meet w/ students when a problem detected	1. As needed when detected
2. Meet w/ students as requested	2. Upon request of student or outside source
3. Communications w/ counselors as needed	3. Used when additional resources needed
4. Weekly contact with Sheriff	4. Every week to update Sheriff of activity

Objective Number: 2 Education of students in Non-traditional Topics

Outcome Measure: Report of classes conducted and descriptions of expanded programs

Baseline Data:

Activities to meet objective:	Timeline for each activity:
1. Facilitate classes through teaching network	1. Sept 2011 - June 2012, min 4 classes month
2. Develop texting classes to compliment the current drivers education curriculum	2. Sept 2011 to Nov 2011, May 2012 to June 2012
3. Develop more classes focusing on ethics and values	3. August 2010 thru March 2011
4. Work with students and parents regarding laws of school attendance	4. Sept 2011 to April 2012

Status of Goals and Objectives/ 3rd Quarter

Goal 1 – To maintain communication between students and educators and attempt to bridge the gap of youth created by circumstances

Objective	Timeline	Status
1.1 To maintain communication between students	As needed	On-going
1.2 Education of students in Non-traditional Topics	9/2011 -6/2012	On-going

Goal 2 – Implement Use of Evidence-Based Programs into teaching curriculum

Objective	Timeline	Status
2.1 Use a program already developed as an evidence-based program	9/2011 to 5/2012	On-going
2.2 Develop classes specific for PRO's use in the classroom	9/2011 to 6/2012	On-going

Planning and Evaluation Team

Quarterly Report

Report #: 3

Evaluation Period: February 2, 2012 to May 30, 2012

**JJDP PROGRAM
Planning and Evaluation
Team**

EVALUATION FORM

Evaluation Period: 2/1/2012 to 5/30/2012

Date of Evaluation: 4/18/2012

Grantee: Morgan County Schools

Project Number: 10-ABG-014

Grant Award: \$20,000.00

Grant Period: July 1, 2011 to June 30, 2012

1. How many times has the Planning and Evaluation Team (P&E) met during the evaluation period?
Meeting #3

2. Have minutes been recorded for the P&E meetings?

Yes No

Have minutes from these meetings been submitted to DCJS with monthly progress reports?
Please attach copies of the minutes.

Yes No

3. The grant project is operating:

On Schedule

Behind Schedule

4. The targeted number of youth to be served through grant project 1525

The number of youth served-to-date: 848 (2/23/2012)

5. Attach a separate page listing the goals and objectives of the grant and reflecting the status of the various goals and objectives.
What data was utilized to verify grant goals and objectives?
(SEE ATTACHMENT)

Goal 1 - Maintain communication between students, and educators and attempt to bridge the gaps of youth created by circumstances. This goal is to be measured by the PRO monthly report. The PRO officer will communicate weekly with Sheriff, and as needed with counselors.

Goal 2 - Implement use of Evidence Based Programs into teaching curriculum. Officer Barney will work with Morgan County Partnership to implement evidenced based programming to deter substance abuse. (Too Good for Drugs)

6. Please outline below the major program components.

Have these components been effective in providing services to youth? Yes

What impact has the program had on the youth participants? Positive Impact

Has there been a change in behavior or attitude? Yes

Has some evaluation measure been established to identify the impact, such as pre-tests, post tests, intake assessments and follow-up case records, individual progress reports, etc.? WVEIS

7. Has an implementation schedule been developed for the grant project? **YES**

If so, does the implementation schedule need to be modified? **NO**
Attach a copy of the implementation schedule.

8. Briefly outline how youth are referred to the program. If a formal referral agreement has been developed, please attach a copy.
Formal referrals are made through school referral form. Verbal referrals from staff

Has the referral process been successful? **YES**

9. Please outline the interagency linkages that have been utilized in coordinating services to youth.

Were any interagency agreements developed? **YES, (Included in the application)**

If so, please attach copies of the agreements.

Is there a need to modify any of the interagency agreements? **Possibly as it relates to fiscal responsibilities and communication.**

10. Have client records been maintained on all youth participants?

Would these records be available for DCJS review at any time?

Yes No
 Yes No

11. Were there any problems in filling the funded staff positions? **No**

Have there been any changes in funded staff positions? **No**

If so, how long were the positions vacant? **N/A**

12. Have job descriptions been developed for all funded staff positions? **Yes, using PRO job description**
Have job descriptions been submitted to DCJS? **YES**
Have qualifications and resumes been submitted to DCJS for individuals hired for the funded positions? **YES**
Is there a need to modify any job description? **NO**
If so, explain briefly.

13. Grant funds expended-to-date: \$ 8,940.04 (2/23/2012).
The current rate of grant expenditures indicates that all grant funds will be expended by the end of the grant period.
 Yes No

If answered "No," then outline some possible alternative plans for fully expending grant funds. (There may be a possibility of extending the grant period; this would need to be approved through DCJS.)

14. Have monthly progress reports and financial reports been submitted in a timely manner? Yes No
If not, briefly explain the problem.
Last financial report received 2/23/2012 * Hard drive died with information.

15. Have grant reimbursements been received from DCJS on a regular basis? Yes No
If not, briefly explain the problem.

16. Have other possible sources of funding been identified? **NO**
What is the status of future funding for the project?
A grant has been submitted for continuation of PRO from Juvenile Justice and Delinquency Prevention. The PRO officer will be presenting a program to BOE for continued support.

SUMMARY

17. Please outline the program strengths, major accomplishments, and successful features of the grant program achieved during the evaluation period.

The program continues to provide a benefit for students through prevention education. Officer Barney has seen a decrease of suspendable acts at Berkeley Springs High School as it relates to alcohol and drug related incidents as well as thefts. He assists in the development of safety plans for county schools and was trained in CPI to help in de-escalating situations. He provides technical assistance for investigations and supports the alternative education program at BSHS. Kevin provides supervision and monitors student movement.

Classes are being taught in conjunction with health and drivers education classes at BSHS. Courses being developed are life skills classes and working with parents of students with attendance problems.

18. Please identify any weaknesses, barriers or any problems that have been encountered during this evaluation period and indicate strategies that have already been used to resolve the problem. Please reflect suggestions or solutions suggested by the P&E.

* A concern is in the coordination between Teen Court with Berkeley Springs High School. How to rectify issue. A meeting is set for Monday, April 23rd to address coordination of program.

* Continued efforts must be made to coordinate and secure funding for continuation of PRO through public relations and promotion of program.

* Communication between County Commission, Sheriff's Department, and MCBOE needs to be enhanced so all parties understand grant expectations and officer roles and responsibilities. The committee requests a representative from the County Commission to attend meeting to help with coordination, communication, and assistance with sustainability of grant.

19. Please outline any summary comments, suggestions, etc. discussed by the P&E.

See above

EVALUATION COMPLETED BY:

(Planning and Evaluation Team Members)

Signature *James E. Shomburg*

Signature *Adam Linn*

Signature *M. Miller*

Signature *Archie Charles*

EVALUATION DATE: _____

(Please attach a list of Planning and Evaluation Team members)

Signature *Dep. K. Barney*

Signature *John Willard*

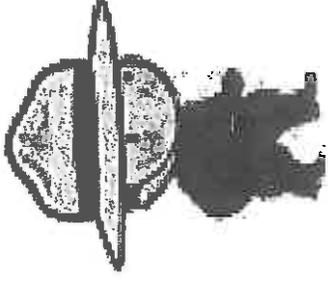
Signature _____

Signature _____



Juvenile Crime Enforcement Coalition Meeting
Agenda
April 18, 2012
Sign In

Name	Email Address
JAY REDICK	jay.redick.117112@statefarm.com
NIKKI COWLES	nccowles7@yahoo.com
DAN LANCE FOS	dnfoc@access.k12.wv.us
VINCE STAMBUGH	vince@mesd.wv.com
JOAN WILLARD	jwillard@access.k12.wv.us
K. BARNEY	invbarney@hotmail.com



Juvenile Crime Enforcement Coalition Meeting (PRO)

When: Wednesday, April 18th at NOON

Where: Morgan County Board Office



**Juvenile Crime Enforcement Coalition Meeting
Agenda
January 18, 2012**

- I. Minutes from last meeting

- II. Old Business:
 - A. Review Monthly Report

- III. New Business:
 - A. Complete Planning and Evaluation Team Quarterly Report

- IV. Review Progress on Goals and Objectives

NEXT MEETING APRIL 18, 2012



**Juvenile Crime Enforcement Coalition Meeting
Minutes
11/2/2011**

- I. **Attendees:**
 - 1. Nikki Cowles, Morgan County Partnership
 - 2. Deputy Barney, PRO Officer
 - 3. Danielle Hofe, Morgan County Probation Office
 - 4. Jay Reddick, State Farm Agency
 - 5. Tony Link, Morgan County Sheriff's Department

- II. **Minutes from last meeting**

- III. **Old Business:**
 - A. Reviewed previous quarterly report
 - B. Grant Update (Officer Barney)

- IV. **New Business:**
 - A. Quarterly Report Completion

NEXT MEETING April 18th 2012



JJDP Planning and Evaluation Team Meeting

January 18, 2012

Sign In

Signature	Email
Jenny Willard	jwillard@access.k12.wv.us
Luke Christ	LUKE@LUKECHRISTIE.COM
Dep. K. Barney	17vbarney@hotmail.com
Nicole Cowles	

Planning and Evaluation Team

Quarterly Report

Report #: 2
Evaluation Period: November 2, 2011 to February 2, 2012

**JJDP PROGRAM
Planning and Evaluation
Team**

EVALUATION FORM

Evaluation Period: 11/2/2011 to 2/1/2012

Date of Evaluation: 1/18/2012

Grantee: Morgan County Schools

Project Number: 10-ABG-014

Grant Award: \$20,000.00

Grant Period: July 1, 2009 to June 30, 2010

1. How many times has the Planning and Evaluation Team (P&E) met during the evaluation period?
Meeting #2

2. Have minutes been recorded for the P&E meetings?

Yes No

Have minutes from these meetings been submitted to DCJS with monthly progress reports?
Please attach copies of the minutes.

Yes No

3. The grant project is operating:

On Schedule

Behind Schedule

4. The targeted number of youth to be served through grant project 1525

The number of youth served-to-date: 735

5. Attach a separate page listing the goals and objectives of the grant and reflecting the status of the various goals and objectives.
What data was utilized to verify grant goals and objectives?
(SEE ATTACHMENT)

Goal 1 - Maintain communication between students, and educators and attempt to bridge the gaps of youth created by circumstances. This goal is to be measured by the PRO monthly report. The PRO officer will communicate weekly with Sheriff, and as needed with counselors.

Goal 2 - Implement use of Evidence Based Programs into teaching curriculum. Officer Barney will work with Morgan County Partnership to implement evidenced based programming to deter substance abuse. (Too Good for Drugs)

6. Please outline below the major program components.

Have these components been effective in providing services to youth? **Yes**

What impact has the program had on the youth participants? **Positive Impact**

Has there been a change in behavior or attitude? **Yes**

Has some evaluation measure been established to identify the impact, such as pre-tests, post tests, intake assessments and follow-up case records, individual progress reports, etc.? **WVEIS**

7. Has an implementation schedule been developed for the grant project? **YES**

If so, does the implementation schedule need to be modified? **NO**
Attach a copy of the implementation schedule.

8. Briefly outline how youth are referred to the program. If a formal referral agreement has been developed, please attach a copy.
Formal referrals are made through school referral form. Verbal referrals from staff

Has the referral process been successful? **YES**

9. Please outline the interagency linkages that have been utilized in coordinating services to youth.

Were any interagency agreements developed? **YES, (Included in the application)**
If so, please attach copies of the agreements.
Is there a need to modify any of the interagency agreements? **NO**

10. Have client records been maintained on all youth participants?

Would these records be available for DCJS review at any time?

Yes No
 Yes No

11. Were there any problems in filling the funded staff positions? **No**
Have there been any changes in funded staff positions? **No**
If so, how long were the positions vacant? **N/A**

12. Have job descriptions been developed for all funded staff positions? **Yes, using PRO job description**
Have job descriptions been submitted to DCJS? **YES**
Have qualifications and resumes been submitted to DCJS for individuals hired for the funded positions? **YES**
Is there a need to modify any job description? **NO**
If so, explain briefly.

13. Grant funds expended-to-date: \$ _____
The current rate of grant expenditures indicates that all grant funds will be expended by the end of the grant period.
 Yes No

If answered "No," then outline some possible alternative plans for fully expending grant funds. (There may be a possibility of extending the grant period; this would need to be approved through DCJS.)

14. Have monthly progress reports and financial reports been submitted in a timely manner? Yes No
If not, briefly explain the problem.

15. Have grant reimbursements been received from DCJS on a regular basis? Yes No
If not, briefly explain the problem.
Administrative problem caused contract not to be approved.

16. Have other possible sources of funding been identified? **NO**
What is the status of future funding for the project?
Look at possible funding sources in budget for Morgan County Schools.

SUMMARY

17. Please outline the program strengths, major accomplishments, and successful features of the grant program achieved during the evaluation period.

- * **Community Acceptance**
- * **Has brought awareness harassment and battery problems as it relates to cell phone and policies**
- * **No major incidents to date**
- * **Program is seamless and a natural part of the school.**
- * **Auto Safety program coordinated with State Farm**

18. Please identify any weaknesses, barriers or any problems that have been encountered during this evaluation period and indicate strategies that have already been used to resolve the problem. Please reflect suggestions or solutions suggested by the P&E.
Trying to coordinate information and stakeholders

19. Please outline any summary comments, suggestions, etc. discussed by the P&E.
How do we get additional funding to maintain position and/or expand.

EVALUATION COMPLETED BY:
(Planning and Evaluation Team Members)

Signature Luke Disten
Signature Dep. K. Barney
Signature Jean Willard
Signature Nick Crowler

EVALUATION DATE: 1-18-12
(Please attach a list of Planning and Evaluation Team members)

Signature _____
Signature _____
Signature _____
Signature _____

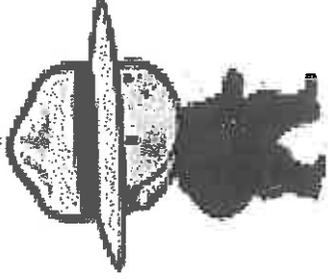
Status of Goals and Objectives/ 2nd Quarterly Report

Goal 1 – To maintain communication between students and educators and attempt to bridge gap of youth created by circumstances.

Objective	Timeline	Status
1.1 To maintain communications between students	As needed	On-going
1.2 Education of students in Non-traditional Topics	9/11 to 6/12	On-going

Goal 2 – Implement Use of Evidence Based Programs into teaching Curriculum

Objective	Timeline	Status
2.1 Use a program already developed as an Evidence Based Program	9/11 to 5/12	On-going
2.2 Develop classes specific for PRO's use in the classroom	9/11 to 6/12	On-going



Juvenile Crime Enforcement Coalition Meeting

When: Wednesday, January 18th at NOON

Where: Morgan County Board Office



Juvenile Crime Enforcement Coalition Meeting
Agenda
November 2, 2011

- I. Minutes from last meeting

- II. Old Business:
 - A. Review Monthly Report

- III. New Business:
 - A. Complete Planning and Evaluation Team Quarterly Report

- IV. Review Goals and Objectives for 2011 Grant Application

Awarded \$50,000.00



Juvenile Crime Enforcement Coalition Meeting

Minutes

6/28/2011

29

- I. Attendees:
 1. Tony Link, Sheriff's Department
 2. Charles Willard, Teen Court
 3. Sean Bryner, Morgan County Probation Office
 4. Luke Christie, State Farm Agency
 5. Linda McGraw, Morgan County Schools

- II. Minutes from last meeting

- III. Old Business:
 - A. Reviewed previous quarterly report
 - B. Grant Update (Officer Barney)

- IV. New Business:
 - A. Final Progress Report Completion

Planning and Evaluation Team

Quarterly Report

Report #: 2

Evaluation Period: July 1, 2011 to October 30, 2011

JJDP PROGRAM
Planning and Evaluation
Team

EVALUATION FORM

Evaluation Period: 7/1/2011 to 11/2/2011 Date of Evaluation: 11/2/2011

Grantee: Morgan County Schools Project Number: _____

Grant Award: \$ 20,000 Grant Period: July 1, 2009 to June 30, 2010

1. How many times has the Planning and Evaluation Team (P&E) met during the evaluation period?
Meeting #1

2. Have minutes been recorded for the P&E meetings? Yes No
Have minutes from these meetings been submitted to DCJS with monthly progress reports? Yes No
Please attach copies of the minutes.

3. The grant project is operating: On Schedule Behind Schedule

4. The targeted number of youth to be served through grant project 1525
The number of youth served-to-date: 420

5. Attach a separate page listing the goals and objectives of the grant and reflecting the status of the various goals and objectives.
What data was utilized to verify grant goals and objectives?

Goal 1 - Maintain communication between students, and educators and attempt to bridge th gaps of youth created by circumstances. This goal is to be measured by the PRO monthly report. The PRO officer will communicate weekly with Sheriff, and as needed with counselors. He will be attending school administrative planning meetings at BSHS.

Goal 2 - Implement use of Evidence Based Programs into teaching curriculum. Officer Barney will work with Morgan County Partnership to implement evidenced based programming to deter substance abuse. (Too Good for Drugs)

6. Please outline below the major program components.

Have these components been effective in providing services to youth? **yes**
What impact has the program had on the youth participants? **Positive Impact**
Has there been a change in behavior or attitude? **Yes**
Has some evaluation measure been established to identify the impact, such as pre-tests, post tests, intake assessments and follow-up case records, individual progress reports, etc.? **WVEIS**

7. Has an implementation schedule been developed for the grant project? **YES**

If so, does the implementation schedule need to be modified? **NO**
Attach a copy of the implementation schedule.

8. Briefly outline how youth are referred to the program. If a formal referral agreement has been developed, please attach a copy.
Formal referrals are made through school referral form. Verbal referrals from staff

Has the referral process been successful? **YES**

9. Please outline the interagency linkages that have been utilized in coordinating services to youth.

Were any interagency agreements developed? **YES, (Included in the application)**

If so, please attach copies of the agreements.

Is there a need to modify any of the interagency agreements? **NO**

10. Have client records been maintained on all youth participants?

Would these records be available for DCJS review at any time?

Yes No
 Yes No

11. Were there any problems in filling the funded staff positions? **No**

Have there been any changes in funded staff positions? **No**

If so, how long were the positions vacant? **N/A**

12. Have job descriptions been developed for all funded staff positions? **Yes, using PRO job description**
Have job descriptions been submitted to DCJS? **YES**
Have qualifications and resumes been submitted to DCJS for individuals hired for the funded positions? **YES**
Is there a need to modify any job description? **NO**
If so, explain briefly.

13. Grant funds expended-to-date: \$ 0.00.
The current rate of grant expenditures indicates that all grant funds will be expended by the end of the grant period.
 Yes No

If answered "No," then outline some possible alternative plans for fully expending grant funds. (There may be a possibility of extending the grant period; this would need to be approved through DCJS.)

14. Have monthly progress reports and financial reports been submitted in a timely manner? Yes No
If not, briefly explain the problem.

15. Have grant reimbursements been received from DCJS on a regular basis? Yes No
If not, briefly explain the problem.

16. Have other possible sources of funding been identified? **NO**
What is the status of future funding for the project?

SUMMARY

17. Please outline the program strengths, major accomplishments, and successful features of the grant program achieved during the evaluation period.

The program continues to be a success as Deputy Barney has good rapport with students, while being supported by administration. His accomplishments include the reduction of alcohol and drug related incidents along with a decline in out of school suspendable acts at Berkeley Springs High School. He continues to provide assistance throughout the school system when needed to assure the safety and security of staff and students. His classroom work continues to implement netsmartz within the social studies and science classes. His goal is prevention to reduce enforcement.

18. Please identify any weaknesses, barriers or any problems that have been encountered during this evaluation period and indicate strategies that have already been used to resolve the problem. Please reflect suggestions or solutions suggested by the P&E. PRO reports completed in a timely manner, but financial reporting for grantee need to be streamlined.

19. Please outline any summary comments, suggestions, etc. discussed by the P&E.

This year appears to be off to a good start with the implementation of NetSmartz beginning at WSIS. Two additional health teachers are working to increase prevention classes

EVALUATION COMPLETED BY:
(Planning and Evaluation Team Members)

Signature Jean Willard

Signature Dep K. Barney

Signature Debra C. Conner

Signature [Signature]

EVALUATION DATE: 2 Nov 2011
(Please attach a list of Planning and Evaluation Team members)

Signature Melanie Starbuck

Signature [Signature]

Signature [Signature]

Signature _____



Juvenile Crime Enforcement Coalition Meeting
Agenda
November 2, 2011
Sign In

Name	Email Address
Nikki Cowles	nikki@morganpartnership.org
DEP K. BARNEY	lvbarney@hotmail.com
JOAN WILLARD	
DANIEL HOPE	
Melanie SHAMBAUGH	
M. JAY REDICK	jay.redick.117112@statefarm.com
C. J. BRYANT	tony.1@ncsdwr.com

MORGAN COUNTY COMMISSION
AGENDA REQUEST

DATE OF REQUEST: 06/15/12

NAME:
Commissioner Stacy Dugan

ADDRESS: 77 Fairfax St., Rm 101
Berkeley Springs, WV 25411

HOME PHONE:

BUSINESS PHONE:
304-258-8540

DATE OF MEETING REQUESTED: June 21

TOPIC (S) OF DISCUSSION:
Excess Levy to fund new Animal Control Facility & Operating
Expenses

SPECIAL EQUIPMENT NEEDS (i.e. Powerpoint, etc.)

* Please include any handouts or material that will be discussed or

OFFICIAL LEVY BALLOT

COUNTY COMMISSION OF MORGAN COUNTY
WEST VIRGINIA

EXCESS LEVY ELECTION FOR
ANIMAL CONTROL FACILITY AND
OPERATING EXPENSES

November 6, 2012

Election to authorize the continuation of additional levies for the Fiscal Years
July 1, 20__ July 1, 20__ July 1, 20__ July 1, 20__ and July 1, 20__
According to the Order of the Morgan County Commission entered on the
_____day of _____, 2012 for the purpose of:

Providing contributions for a new Morgan County Animal Control Facility
and Operating Expenses.

None of the funds generated by the excess levy, if approved, will be used for any
purposes other than those approved by the voters.

MORGAN COUNTY ANIMAL CONTROL
& OPERATING EXPENSES

Additional Levy:

Class I- \$_____ per \$100

Class II- \$_____ per \$100

Class III & IV- \$_____ per \$100

_____FOR CONTINUATION OF THE LEVY

_____AGAINST CONTINUATION OF LEVY

Morgan County Animal Control - Estimated Costs

One-Time costs:

Item	Number	Cost	Comments
Building - details on sheet 2 of workbook	1	\$306,000.00	Reference sheet 2 of this workbook for detail cost estimates
Security System	1	\$1,000.00	\$1,000.00
Vehicles	3	\$20,000.00	\$60,000.00
Total		\$307,000.00	\$367,000.00

On going costs:

Personnel	Number	Hourly rate	Hours per day	Days per week	Weekly Cost	Annual Cost	Comments
Animal Control Office #1	1	\$10.21	6.5	5	\$331.83	\$17,254.90	
Animal Control Office #2	1	\$10.21	6.5	5	\$331.83	\$17,254.90	additional staff person needed to provide backup and coverage, and run programs
Animal Control Office #3	1	\$10.21	6.5	5	\$331.83	\$17,254.90	additional staff person needed to provide backup and coverage, and run programs
Benefits Costs						\$8,567.04	need - include benefits costs for all three positions - don't know if this is accurate
Total Personnel Costs						\$60,331.74	
Vaccinations & Medications							Comments
Rabies Vaccination and Deworming Medication	15	\$11.00	\$165.00	12		\$1,980.00	\$1,650.00-rabies vaccinations/de-worming medication (\$8 per rabies vaccine/\$3 per de-worming medication, based on annual intake of 150 dogs)
Total Vaccinations & Medications						\$1,980.00	
Other							Comments
Electricity	1				\$140.00	\$1,680.00	
Power	1				\$30.00	\$360.00	
Water	1				\$40.00	\$480.00	
Cash	1				\$30.00	\$360.00	
Telephone/Internet Service	1				\$58.00	\$708.00	
Leaning Supplies						\$400.00	
Animal Supplies - equipment						\$500.00	
Office Supplies						\$200.00	
Other Equipment & Supplies						\$1,000.00	chip reader and other equipment that might be needed
Food	10	\$1.00			\$300.00	\$3,600.00	estimate \$25/40lb bag of food - each
Adoption Program - advertising, marketing, materials						\$500.00	Newspaper, flyers, PSAs, etc.
Day/Neuter Vet Costs	10	200				\$24,000.00	est 120 animals per year @\$200
Day/Neuter Program						\$1,000.00	materials, advertising, flyers, etc
Veterinarian Services	10	100				\$12,000.00	est. 120 dogs per year - 1 visit per dog @\$100
Training	3	1400				\$4,200.00	est. 3 staff - 1 class per year, course charges plus travel & lodging
Uniforms, gloves, etc.	3	400				\$1,200.00	est. 3 staff @\$400 per year
Vehicle Maintenance	3	60				\$9,360.00	est. 3 vehicles \$60 per week
Total	3	1000				\$3,000.00	routine service, registration fees etc
Total On-going Cost						\$126,859.74	

MORGAN COUNTY COMMISSION
AGENDA REQUEST

DATE OF REQUEST: 06/15/12

NAME:

Jason Pearce

ADDRESS: 77 Fairfax St., Rm 101
Berkeley Springs, WV 25411

HOME PHONE:

BUSINESS PHONE:

304-258-8540

DATE OF MEETING REQUESTED: June 21

TOPIC (S) OF DISCUSSION:

Animal Control

SPECIAL EQUIPMENT NEEDS (i.e. Powerpoint, etc.)

* Please include any handouts or material that will be discussed or
Presented to the County Commission*

MORGAN COUNTY COMMISSION
AGENDA REQUEST

DATE OF REQUEST: 06/15/12

NAME: Jason Castillo

ADDRESS: Berkeley/Jefferson Day Report Center
406 South Raleigh Street
Martinsburg, WV 25401

HOME PHONE: _____

BUSINESS PHONE: 304-267-5000 Ext.3960

DATE OF MEETING REQUESTED: June 21

TOPIC (S) OF DISCUSSION:
MOU for Berkeley/Jefferson Day Report Center

SPECIAL EQUIPMENT NEEDS (i.e. Powerpoint, etc.)



406 South Raleigh Street
Martinsburg WV 25401

Phone: 304-267-5000 ext
3961
Fax: 304-596-2047

Berkeley/Jefferson Day Report Center

Memorandum of Understanding between Berkeley County Community Corrections Board and the Morgan County Commission

The Berkeley Jefferson Community Criminal Justice Board in concert with the Berkeley/Jefferson Day report Center proposes to enter into a MOU with the Morgan County Commission outlining a process that will permit residents of that county who have been referred and accepted into this treatment program to have all rights and privileges to participate.

Due to the noted demographic differences between Morgan County and both Berkeley and Jefferson Counties, it is requested that a single client per diem rate of \$100.00 per month be agreed upon between the Berkeley Jefferson Community Criminal Justice Board and the Morgan County Commission.

This agreement would begin immediately and continue through the Fiscal Year 2013 grant cycle. During this period, Morgan County can assess their resident's level of participation in the Day Report Center and determine whether to proceed actively in Fiscal Year's 2014 grant cycle.

The Director of the Berkeley/Jefferson Day Report Center will coordinate with the Finance Director of Morgan County to develop a monthly invoicing/payment procedure that meets all required accounting criteria. Payments will be made payable to the Berkeley/Jefferson Day Report Center and deposited into the Center's bank account at City National Bank, Martinsburg, West Virginia.

Pamela Games-Neely, President Community Criminal Justice Board

Date:

Jason R. Castillo, Executive Director Berkeley Jefferson Day Report Center

Date:

Stacy Dugan, President Morgan County Commission

Date:

MORGAN COUNTY COMMISSION
AGENDA REQUEST

DATE OF REQUEST: 06/15/12

NAME: Kim Nickles, County Clerk Office

ADDRESS: 77 Fairfax Street, Rm 102
Berkeley Springs, WV 25411

HOME PHONE: _____

BUSINESS PHONE: 304-258-8547

DATE OF MEETING REQUESTED: June 21

TOPIC (S) OF DISCUSSION: Estate of Arnold Bearup

SPECIAL EQUIPMENT NEEDS (i.e. Powerpoint, etc.)

MORGAN COUNTY COMMISSION
AGENDA REQUEST

DATE OF REQUEST: 06/05/12

NAME: Libby Marquardt

ADDRESS: 52 Antler Ln.

Hedgesville, WV 25427

HOME PHONE: _____

BUSINESS PHONE:
304-754-9250

DATE OF MEETING REQUESTED: June 21

TOPIC (S) OF DISCUSSION:
Animal Control Issues / recent animal seizure

SPECIAL EQUIPMENT NEEDS (i.e. Powerpoint, etc.)

* Please include any handouts or material that will be discussed or

Thursday June 21, 2012

Commissioner's Meeting

10:45 am Libby Marquardt

RE: Animal Control

- 1. Recent seizure of 30 animals, statements, facts, observations of how it was handled and treatment of animals.**
- 2. Current conditions of Animal Control, it's effects on neighborhood as well as animals**
- 3. Suggestions on how to correct the situation for both residents of Morgan Co plus domestics dogs/animals in Morgan Co.**

rescuethemutt

From: DDD WG [dddwg@dishmail.net]
Sent: Tuesday, June 12, 2012 8:27 PM
To: rescuethemutt
Subject: Re: I NEED YOUR HELP!!!!

Follow Up Flag: Follow up
Flag Status: Flagged

Oh gosh... I don't have the date of when the animals came in.
I hope Megan has dates and photos.
I know she has a photo of the collar & lock that was around the 1 border collie.

BUT... I was there the first night, and saw the goats, pig, and border collies arrive at AC.

The goats were transported in an open-bed pick up truck, with their horns tied together, and then the string was tied to either side of the inside bed of the truck. The smaller goat was screaming in fear (or pain) until it was unloaded. They were unloaded by pushing them off the tailgate, with an open rope around their neck. It was awful.

The pig was transported in a crate. I did not see the pig be unloaded.

The AC Officer said there was also a miniature horse, but I never saw it during the entire ordeal.

The border collies were crated, but when removed from the crate, they were tied to a tree. Upon telling the AC Officer that this was not "right," he made the comment that he was breaking his own law.

The cat(s) were crated and placed in a shed that contained animal food. There was no air conditioning or fan in that building.

There were not enough water bowls or food bowls to be distributed to all of the animals. Concerned citizens purchased & brought bowls that evening.

The next day (or maybe 2nd day?), I returned to AC to check on the welfare of the animals, as it was very hot (around 90 degrees). The entrance gate was unsecured, and accessible to absolutely anyone. I arrived to find most without water, most without food, and the dogs being kenneled in the concrete block building had to air conditioning, and no ventilation except for a vent in the north side wall. All of the animals received food and water before I left for the night. I spent about 5 hours at the facility that evening.

The AC Office did eventually arrive, with a female family member, only to announce that he was "busy" and "had furniture to move" that was on the back of his truck. He then left.

About a week later, I found out that NONE of the dogs had been rabies vaccinated upon arrival at AC. This made me cautious about how I would interact with the animals, and I questioned the safety and liability issues for Morgan County. Luckily, nobody was bitten. A bite would have caused a catastrophe for the County, in terms of liability.

understand the AC Officer made a comment to a volunteer he was going to put the cats down, because he never liked cats.

rescuethemutt

From: Joyce Simon [jkps39@hotmail.com]
Sent: Tuesday, June 12, 2012 8:12 PM
To: Libby
Subject: Morgan Coutny Animal control

The sat. of memorial day weekend Derick Dearing ask if I wanted to come to morgan county animal control to see how the animals that had been taken from a seize were being treated.

He had talked with me several days before and I knew that he had been going there to feed the animals.

Bob my husband and I took a trip to Morgan county animal control... As we entered the property I was shocked that anyone could come and take the outside animals at anytime... There were no locks on the gate . It would have been very easy to walk in and help yourself. They were all in made up pins and most had a piece of tarp as a covering... The food that animal control had to feed them had bugs in it.

I asked where the officer was and was told that he was on vacation. By the time we got there it was evening and the outside dogs had no water... The building that housed all of the small animals only had one door locked so we were able to get in and help fed and water them also.

I was told my Megan Risinger that the officer on vacation wanted to kill all the animals when he got back from vacation and she wanted to try and get them all out . So we went into action mode. I was also told by Derick Dearing that there were some days that no one came to the shelter to feed and water the animals as they only had a part time officer. So that is why he and Megan were there and out of concern for the animals and their treatment by the officer.

we also came back on sunday to once again fed and water the animals.... Clean kennels and trying to get some of the animals cleaned up as they were very dirty and matted. I was worried about maggots in their fur from all the dirt and matting. Most of the inside dogs did not have beds but they were there to be used but were not put in their runs. Every run had at least one or more dogs in it... Over the week that we were there the small dogs could get out underneath of the gates in the inside building. They had two corgi's together and one was aggressive with food so we noticed that the one dog was not getting anything to eat because of that. So we moved it into a run of its own.

So now it has been two days and I haven't seen a county officer at the kennel.

Monday we go back up and there are people cleaning out the runs, feeding animals and picking up poop. I asked who they were and was told that they were community service people... They had one man that was telling them what to do but still no county officer... I noticed that they had moved one dog into another outside in closer and it was barking and trying to get its muzzle threw the fence at another dog. Taking the entire skin off the top of his nose. I said something to the man who seemed in charge and he said that dog acts like that all the time when we move it over into that run.. So we moved the dog back where it had been. he seemed not concerned about the situation with the dog. I asked if these people were ever supervised and the answer was not much.

We had gone into super mode to try and get the dogs out by Tuesday because that is when Megan told us Jason the animal control officer would be back... We had contacted rescues, pasted all over facebook to try and get these animals into rescue. That was the goal (rescue) but as time was creeping up on us Megan said lets try and adopt some out. We took all of our instruction from Megan on how to get the animals out of there. We did give suggestions and she said get them out. Sunday evening when we arrived Megan told us that we had to get \$75.00 if we adopted out. Not knowing really were the money was going. I left all that up to Megan as to adopting out the dogs to individual.. Mary Weber had gotten in contact with lots of rescues so animals left on Sunday and Monday to rescues.. As of Monday night we have Five dogs left in the property... tuesday morning I arrived at Animal Control and talked with Jason the officer was back from vacation. I asked him for the last five dogs and he said that I could only have four as the fifth one. The most scared of them all . He was sending to Washington State on a Tractor Trailer. He had a verbal agreement with a lady there that had made transportation arrangements by the trucker to get to washington state. The

dog

was matted clear to the skin and you could hardly catch it. I begged him to let us have the dog> We already had a rescue in Richmond Va. that would come and get it... Sending a dirty and scared dog on a tractor trailer was not the humane thing to do. He would not let us have sunshine so we went to the county commissioners for help. Thankfully they let us have her.

We had pulled every animal from the property but one by Wednesday morning. I noticed that the smell on the property was really bad. Looking around he had not cleaned up any of the dogs poop since we last cleaned on Monday.

I had received an email from the county commissioners that I could take sunshine. I emailed back and thanked them and went and pulled her out. I did call Jason and left a message that I was coming to get her. When I got there no one was there on the property . I wanted her out as all I heard all week from Megan and Derick that he wanted to kill them when he got back. I thought it was strange that a animal control officer wanted to send a scared and dirty dog on a truck to washington state when we had a rescue in our area that would take her.

Joyce Simon
volunteer reach out rescue

My grammer isn't great but here it is... let me know if it is ok or you need more or less.

rescuethemutt

From: Megan Risinger [vet_tech1990@yahoo.com]
Sent: Tuesday, June 12, 2012 10:07 PM
To: Libby Marquardt
Subject: Jason info

I'm trying to remember everything off the top of my head because dumb me lost the notebook I wrote everything down in. Bare with me, haha!

On the day of the seizure, I didn't find out until I got off work about it. I think it should have been planned previously and had kennels set up instead of getting the animals THEN setting up the kennels. If it wasn't for Beth Reedy calling Tractor Supply and them donating and loaning most of the kennels, we would've been in huge trouble. The way the animals were seized should have been done SO MUCH better. The pig was tied with straps on the back of an open trailer. One that is usually used to haul in hay bales or something. Open, no sides, just a railing around it. Daisy (The pig) should have been put in some kind of kennel or crate. The goats were probably the worst part. They were tied down with ropes to the bed of a truck. Once again no kennel or crate to put them in. Jason took down the Mama goat first and the baby goat went absolutely crazy. She was screaming and crying SO loud and the way she was flailing (sp?) around, she almost broke her neck. Jason had tied the ropes around her so tight and so many times, he almost couldn't get it un-done.

Approximately 2 days after the seizure, Derick Dearing and I went to animal control just to see how everyone and everything was doing. When we arrived, some of the animals had no water and no food. One dog in particular had his kennel in the hot sun with no shelter whatsoever and no water. As soon as Derick and I searched high and low for water bottles in our cars with water still in them, we filled the water bowl and he immediately drank all of it and wanted more. We aren't sure how long him or the others went without water. Before going to animal control I tried contacting Jason by calling and texting the ACO cell phone that he always has and received no answer from him so Derick and I went up there anyway because there's no lock on the gate. Good thing there wasn't or who knows when those babies would have gotten water next. About 2 hours after Derick and I had arrived and tried watering all the animals (the building was locked and there's no outside hose or spigot so Derick went into town to get gallons of water). Jason finally showed up. Said he didn't get my calls or texts. He said he came to put a desk in his office then planned on leaving, which is exactly what he did. He didn't offer to help us at all. Derick and I watered, fed, and cleaned kennels and cages for approximately 4-5 hours by ourselves. Then he made the statement to me that he hadn't been to animal control since the night of the seizure which was on that Friday and Derick and I were there the following Sunday. Not sure on the dates. But Jason said he hadn't even been back since that night because he was too "tired" even though all of us were there also and stayed as long as he did.

If at all possible, please keep my name out of it. I still want to be able to pull animals and save those babies from that place and get them into rescue. Thank ya!

rescuethemutt

From: Mary Ammerman Weber [mary.ammerman@gmail.com]
Sent: Wednesday, June 13, 2012 12:18 PM
To: IIBBY
Cc: Michael Weber
Subject: Pictures from Morgan County Animal Control
Attachments: Very scared black cocker, RORR volunteers in background.jpg; Collie with Cataracts in mudslide pen.JPG; Goats in undersized pen with little to no coverage from elements, food bowl empty.JPG; Incredibly Scared Collie with minimal to no coverage from elements.JPG

I have more, but I thought these best demonstrated some of the poor conditions there.

What we noticed about this facility upon our first visit there, Saturday June 2nd, 2012:

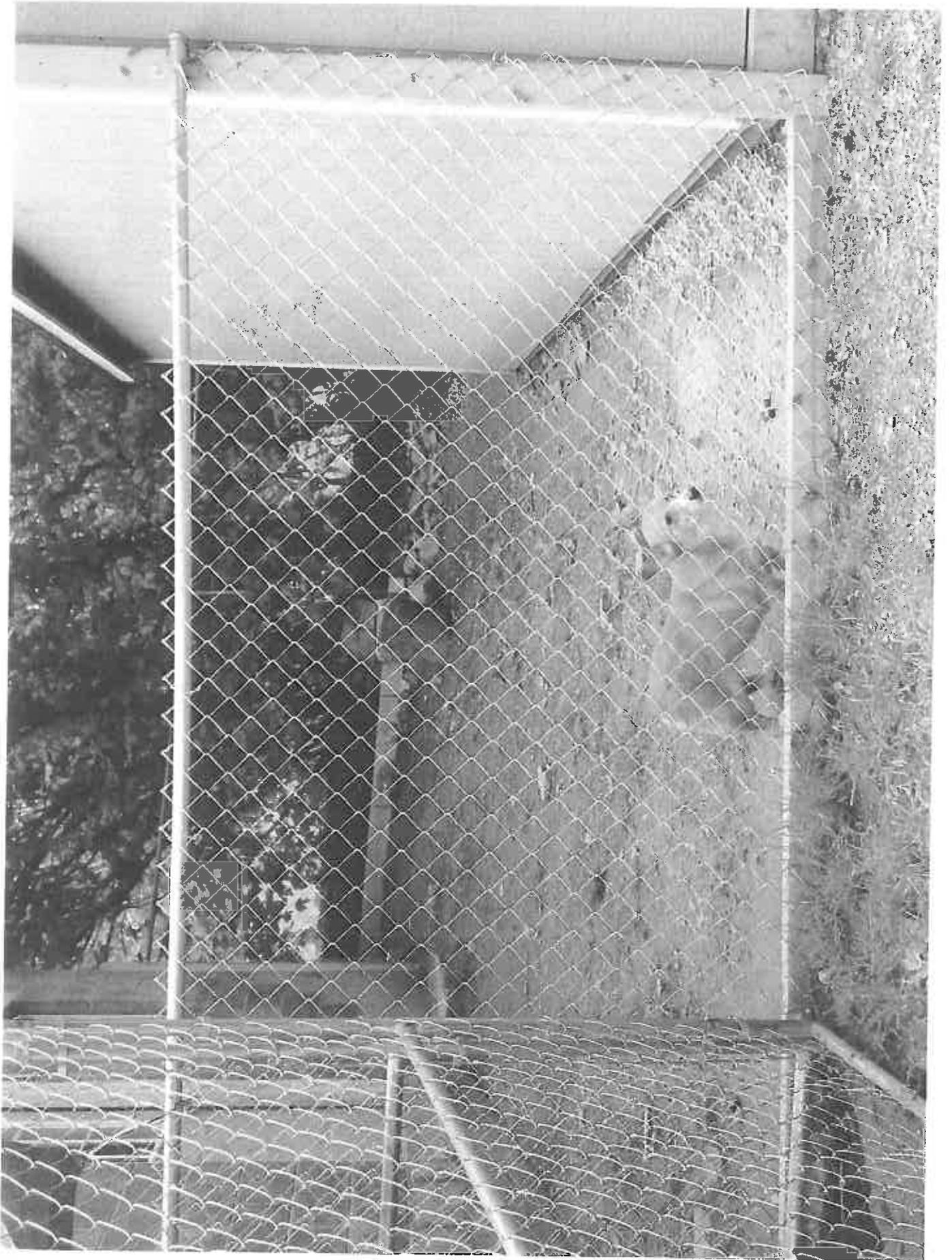
- No locks on gates to facility and dog pens / open access
- Limited shade/protection from elements in outdoor pens.
- Mud slide effect in all outdoor pens
- Drainage from building goes directly into area where outside pens are located, i.e., when indoor pens are hosed down, feces, etc. pours out into the area where the outdoor pens are.
- Uncovered electrical panel in one of indoor dog pens (creates hazard, when indoor pen is hosed down could cause electrocution)
- Poor lighting for indoor pens (many bulbs were out, others were just flickering)
- Poor ventilation for indoor pens
- No bedding for most dogs in indoor pens
- No access to outdoors for dogs in indoor pens
- Lack of proper storage for food
- Feces in all outdoor and indoor pens
- No animal control staff on site.

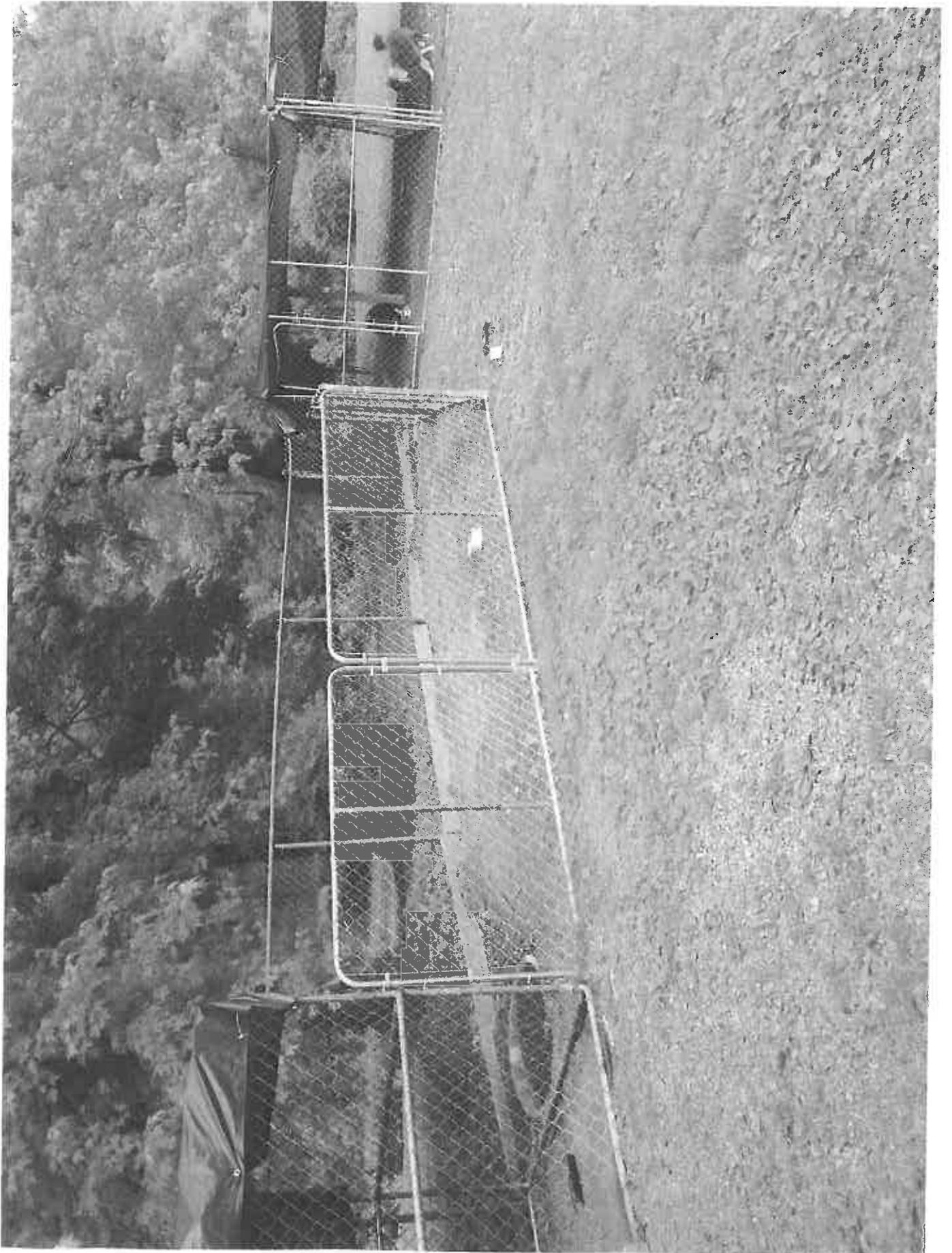


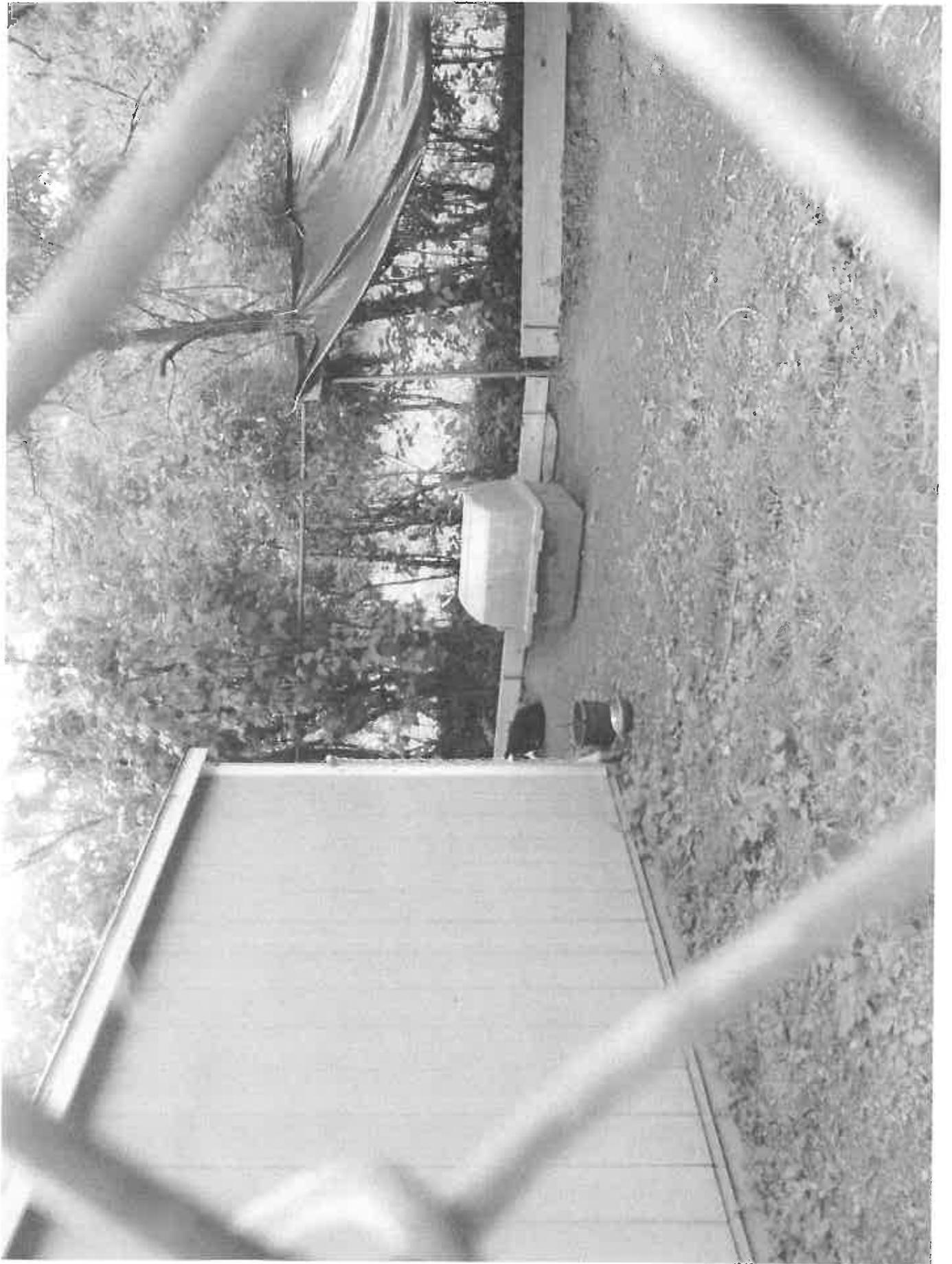


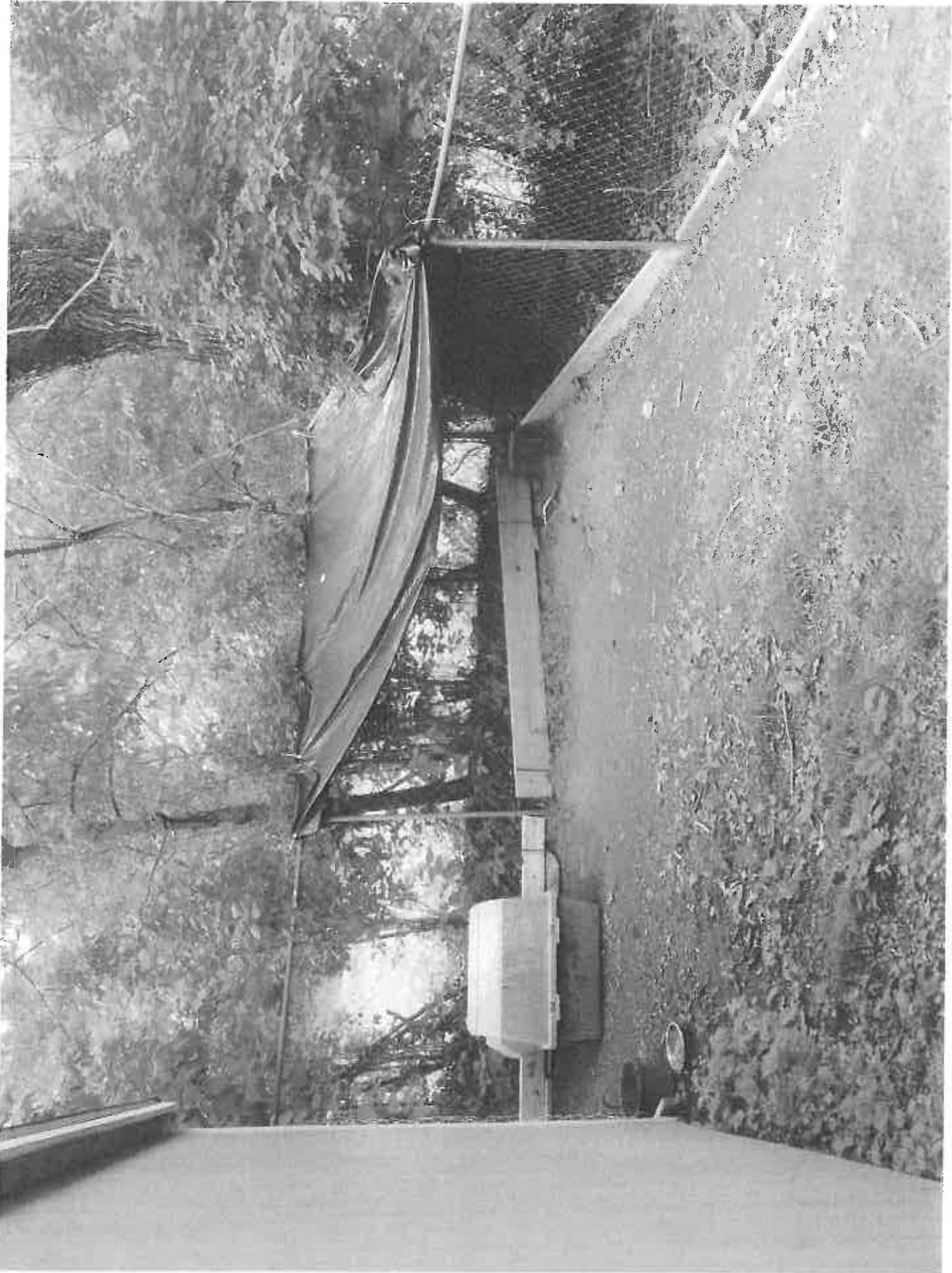








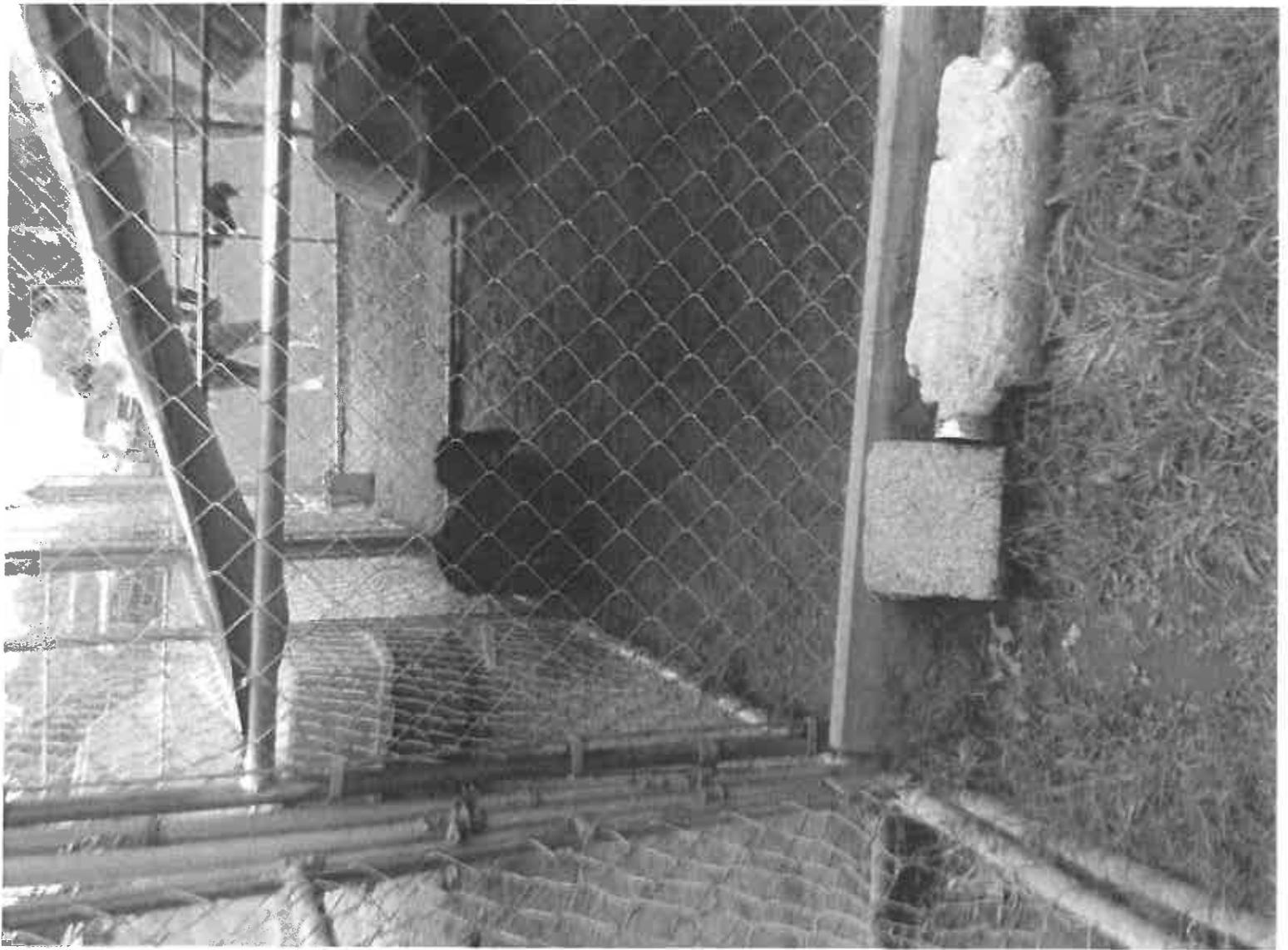


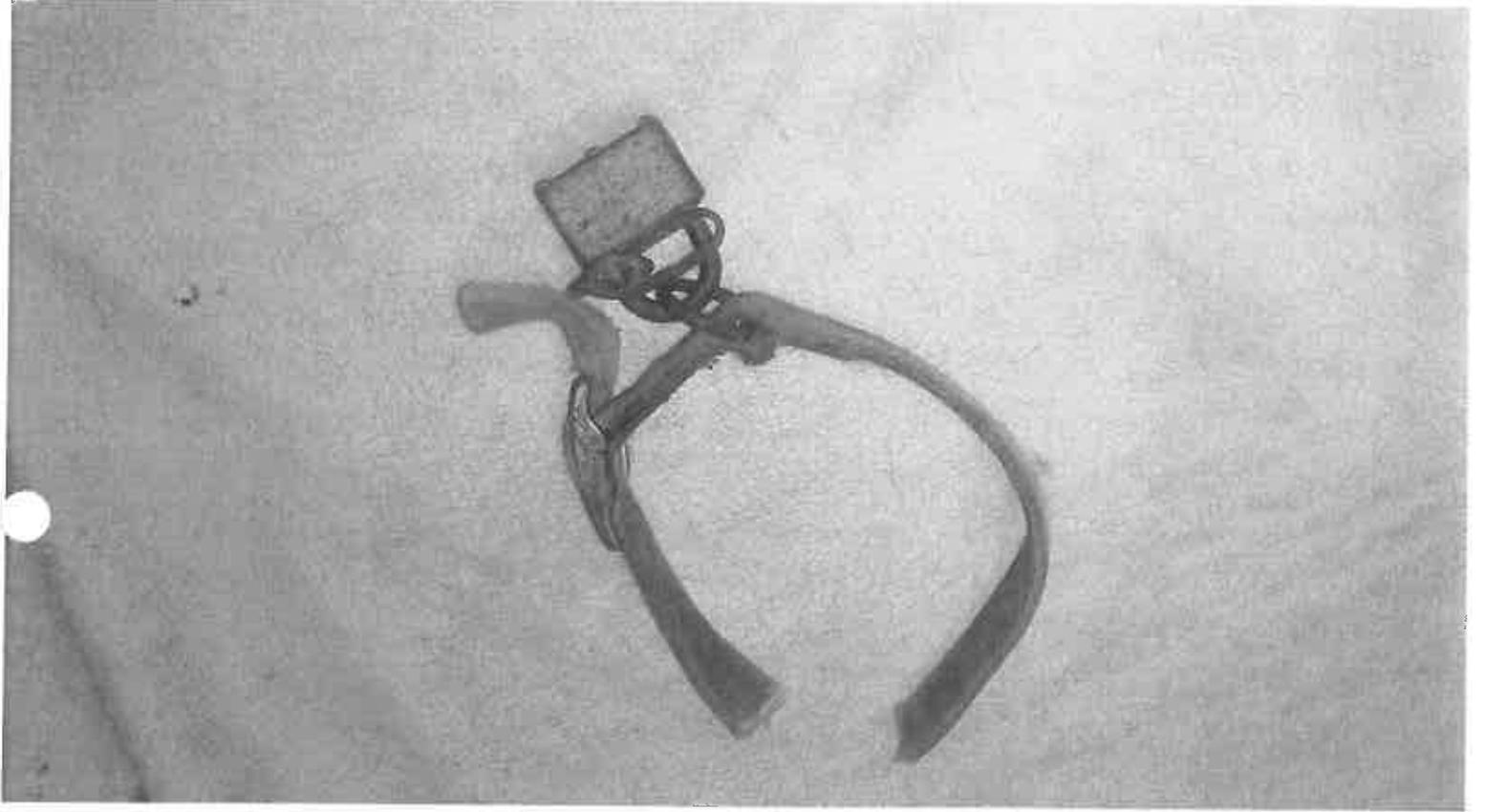


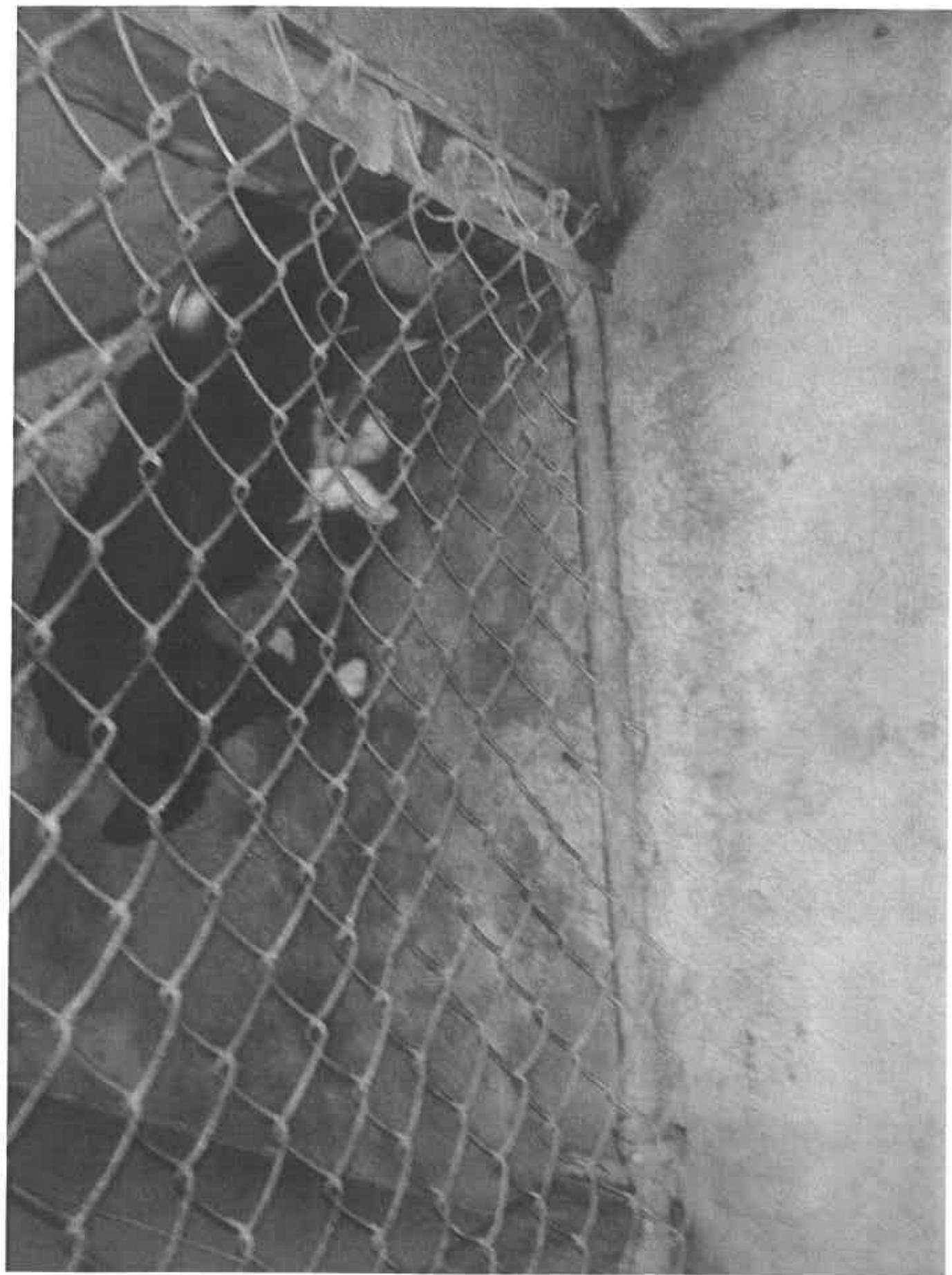


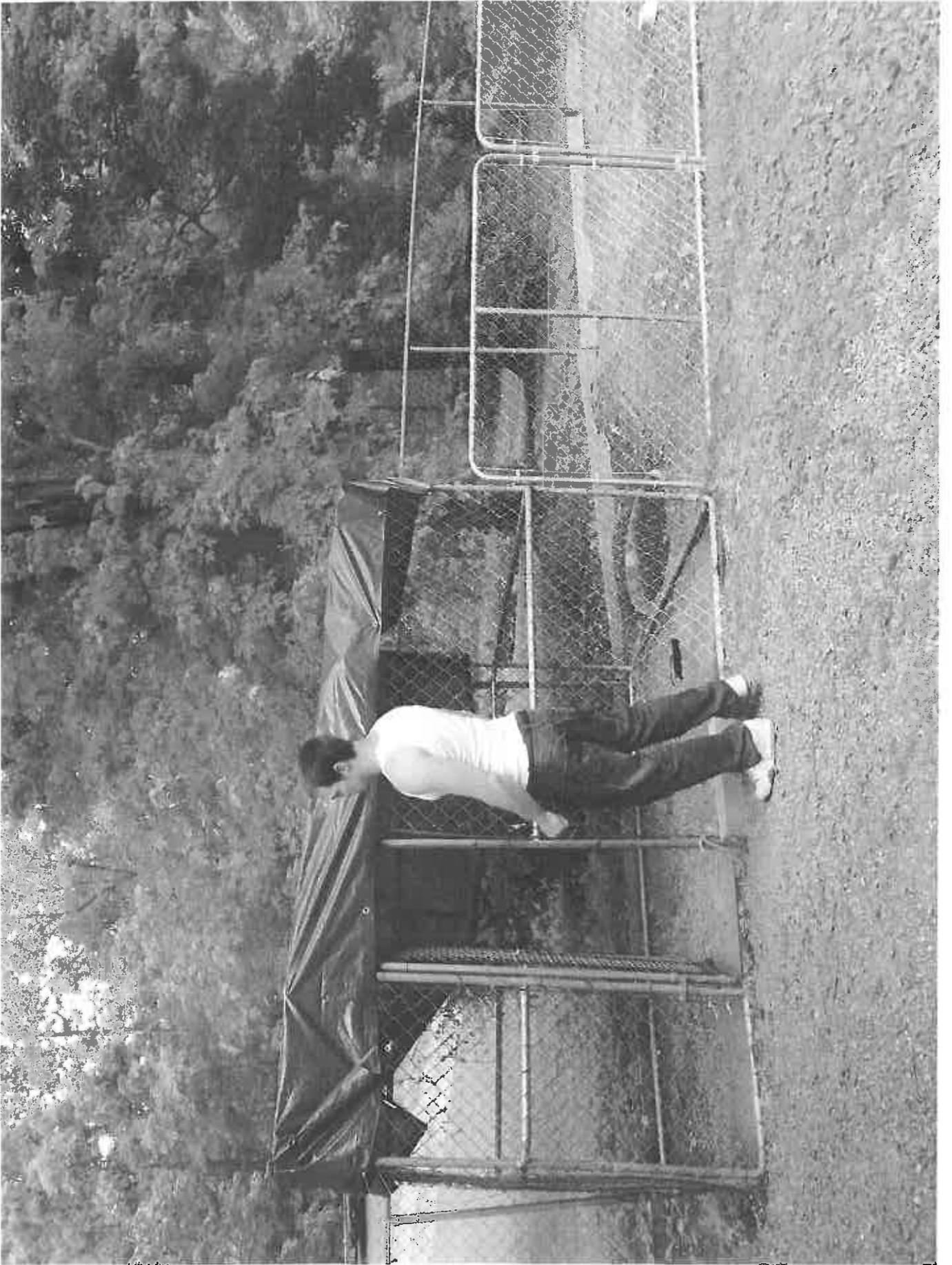












ANIMAL CONTROL

6 holding spaces

3 parking spots

no visibility of dogs

no ventilation

current storage shed

constant neighbor complaints

one yard which fills with sewage

no security

no quarantine area

HUMANE SOCIETY

18 indoor/outdoor runs

at least 15 cars can park

all dogs can be viewed from outside

open ventilation

store supplies in same building

in industrial area, not a bother to neighbors

several exercise yards in place room for more

locked gate, others presence, kennel locks

part of kennel can be closed off for quarantine

Legislation passed by Morgan Co commissions states that any animal of stated size must have at least specific square footage to hold and MCAC is not even close to meeting this.

Each "run" is 17.5 sq ft. and legislation requires:

dogs <35lbs or up to 2 dogs smaller must have 100 sq. ft

dogs 35-60 lbs must have 100 sq ft per dog

dogs 60-100 lbs must have 150 sq ft per dog

dogs >100 lbs must have 240 sq ft per dog

Hampshire Co WV

Population: 20,023

2 animal control officers - Director, Senior Deputy (\$25,000 annual salary)

2 shelter employees - one full day weekdays (\$11.50 hr) , one full time weekends (\$9.55 hr)

Has many times helped Morgan Co with specific animals with no assistance from Morgan Co.

Col Gee is open to discussing both Hampshire Co's animal control facilities and operation as well as making suggestions for bettering Morgan Co's operation.

Berkeley Co WV

Population: 163,755

Number animal control officers: 7 and report to Sheriff's Dept

Annual average salary of control officers: \$22,000

Admin/cleaner: one person part time \$9.00 hourly

Disposition: about 40% returned to owners

From: Angelo Macinanti [mailto:macinanti@gmail.com]

Sent: Tuesday, June 12, 2012 10:01 PM

Subject: Re: I need your help, ASAP....

I forwarded this to the head of animal control for DC. They have 8 full time, I believe and they start them around \$15.00 per hour. I know the kennel staff makes less....probably \$10.00 - \$12.00 per hour.

From Ted Deppner

7 full time ACOs plu director

DC is 10 square miles

populations of 600,000

handle 12,000-13,000 calls per year

10,000 animals go through AC, 25035% are dogs.

ACO's start at \$14.25 hr



Jefferson County Animal Control
161 Poor Farm Rd Kearneysville, WV 25430
Phone: (304) 728-3289 Fax: (304) 728-4889



JEFFERSON COUNTY ANIMAL CONTROL **STATISTICS**

2010 Census Population of Jefferson County WV: 53,498

of households in Jefferson County WV: 20,576 or 2.64 persons per household

Estimated # of dogs in Jefferson County WV: 13,004 (per AVMA formula)

of Licensed Dogs in Jefferson County last year: 9100

National Average of Dogs per household (per AVMA) = 1.7

HSUS (Humane Society of US) estimates that 39% of households have at least 1 dog, 28% of households own 2 dogs, 12% of households own 3+ dogs.

Petfinder's estimates that 57-62% of every household owns a pet.

3 Animal Control Officer's + 1 Animal Control Supervisor

Average salary of ACO: \$35,516.00 (We have 1 ACO that has been with us for 7 years)

All ACO's share the duty of Administration/Cleaning/Road Officer

of Dogs impounded **July 2011-May 2012: 425**

Return to Owner: 169 or 40%

Adopted: 33 or less than 1%

Sent to Rescue: 137 or 32%

Euthanized: 85 or 20%

of Dog Impounded **July 2010 to June 2011: 389**

Return to Owner: 186 or 48%

Adopted: 24 or less than 1%

Sent to Rescue 183 or 47%

Euthanized: 70 or 18%

rescuethemutt

From: Zita Macinanti [ZMacinanti@washhumane.org]
Sent: Wednesday, June 13, 2012 2:14 PM
To: rescuethemutt
Subject: FW: Can you answer any of these?

Follow Up Flag: Follow up
Flag Status: Flagged

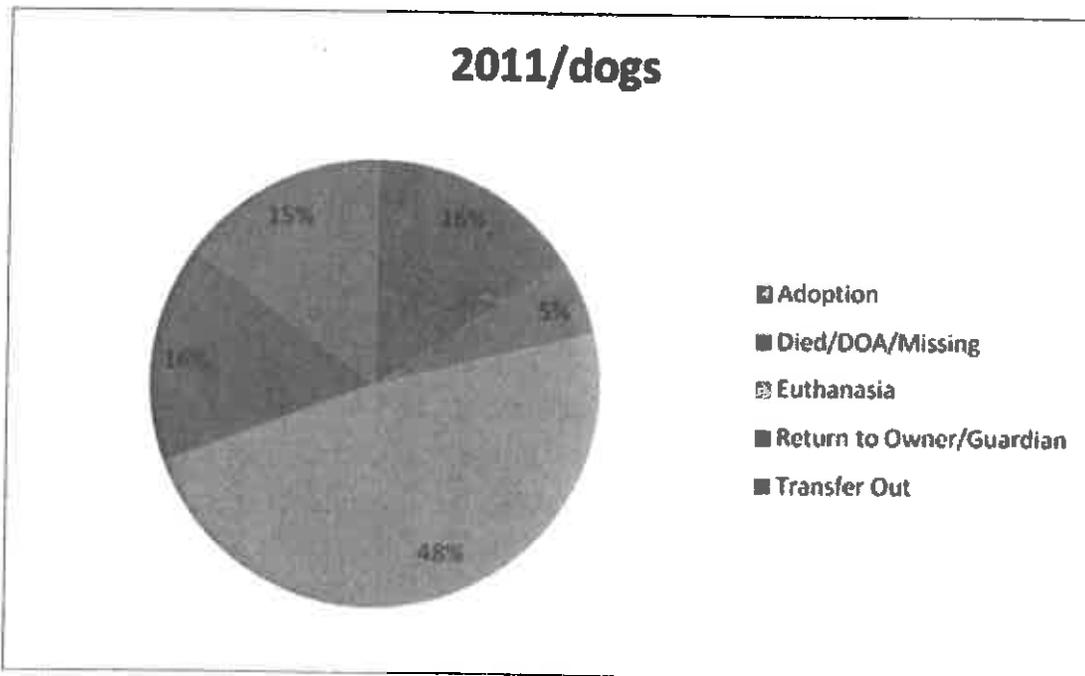
From: Beau Archer
Sent: Wednesday, June 13, 2012 11:04 AM
To: Zita Macinanti
Subject: RE: Can you answer any of these?

I am going to give you numbers for NYA only, I don't have time to go back and forth between the two databases and calculate, etc.

Number of dogs taken in last year – 3,279 (dogs only)

Average cost per dog – I don't know where to begin calculating this

Average disposition, percentage going to rescue/adoption/euthanized



Number of people working in animal control for cleaning, administration and officers—Animal caregivers: 13, Customer Service/Adoptions: 7 (front desk staffed 24 hours/day)—does not include supervisors and managers

HOW WE HELP

RESOURCES

Adoption &
Transfer »

Animal Care »

Community
Outreach »

Field Services &
Rescue »

Fundraising »

Management »

Shelter Health &
Design »

Spay/Neuter »

All Topics »

MAGAZINE

MARKETPLACE

WHO WE ARE

Sign up for the
Scoop

News, Training
updates and
More...

Special Design Considerations for Animal Shelters

Building an animal shelter requires making a series of decisions unique to animal-housing facilities—such as choosing safe caging materials and selecting appropriate floor coatings. Here is some basic guidance on what to plan for and what to watch out for:

Acoustics

A key acoustical consideration is the placement (housing) of animals in relation to each other. For example, house yapping puppies away from kittens, nursing mothers, and debilitated animals; locate noisy equipment such as furnaces, washing machines, or phones well away from the euthanasia room. The din of barking can be reduced through proper design of and materials selection for the dog-kennel area.

Automatic Feeders and Waterers

Automatic feeders can be difficult to clean and disinfect. Their use also reduces the opportunities for interaction and socialization between the animals and their caretakers. In addition, it is important to be able to monitor the food intake of the animals in your care. Automatic waterers can also be difficult to clean and disinfect, and have been known to leak if plumbing is not well-maintained. Any stationary equipment inside a dog kennel has the potential to become an outlet for boredom if dogs are not provided proper enrichment. This should be a consideration for any shelter which may incorporate automatic feeders or waterers.

Cat Housing

A minimum space of 9 square feet is recommended per cat. Stress levels in cats, which contribute to illness, can be reduced by providing them with enough room to separate eating/drinking, sleeping/resting, eliminating, and playing/enrichment activity.

Dog Kennel Design

Double-sided runs separated by a guillotine door, whether indoor/outdoor or indoor only, offer benefits for both the shelter staff as well as the dogs that are being housed. They simplify the cleaning process by allowing a dog to be isolated to one side of the run while the other side is being disinfected and scrubbed.

The benefits of having indoor/outdoor dog runs:

- Providing indoor and outdoor access helps maintain a healthy environment for dogs, both physically and mentally.
- Open guillotine doors allow fresh air to circulate throughout the shelter, decreasing the likelihood of kennel cough and other airborne diseases.
- Noise levels and odor inside the facility can be diminished.
- Encourage house-training skills by providing dogs an outdoor area in which to eliminate.

Special considerations with indoor/outdoor dog runs:

- Outside sections cannot be disinfected in temperatures below freezing.
- In inclement weather—hot or cold—dogs should be locked inside to protect them from the elements.
- Open guillotine doors may cause drafts, making it more difficult to regulate temperature levels within the facility. It is important to set the guillotine doors off center to allow dogs to shield themselves from cold drafts.
- Even dogs provided with outdoor access in their run require daily exercise outside of their run.
- Design should contain security considerations and limit public access to outdoor section of runs.

Animal
Sheltering
Magazine



SUBSCRIBE » RENEW »

Double- and Triple-Decker Cages

The HSUS strongly discourages using triple-decker cages for any animal, as well as double-decker cages and kennels for dogs and puppies. They not only are impossible to clean, but also pose a danger to kennel staff when animals need to be placed in or removed from the cages. Double-decker cages are acceptable for cats provided they are not positioned too high along the wall.

Electrical Sockets

These should be positioned on the wall at least three feet above the floor to avoid "splash-ups" of water and cleaning solutions used when hosing.

Electric Warming Coils Under Concrete-Slab Flooring

Avoid installing this type of system because it is nearly inaccessible in case of failure.

Ergonomic Considerations

For the sake of staff and volunteers, plan the facility with their safety in mind. For example, to minimize back strain, install bathtubs at a "working height" for groomers/caretakers and inset an area at the base for feet. Similarly, install hydraulic lift mechanisms for tables where heavy animals will be examined, groomed, or otherwise handled.

Flat Roofs

Although flat roofs are convenient for accommodating HVAC equipment, they are more prone to leaks and may collapse under heavy ice and snow build-up.

Floor and Wall Finishes

Finishes must be applied to materials that are properly cured and dried. Concrete and other surfaces should be tested with a moisture meter before being painted. To avoid subsequent deterioration, avoid using epoxy paints unless proper application techniques are guaranteed to be nearly perfect. Colorless sealers are usually more effective but must be applied over well-cured, thoroughly dry concrete that has not been previously painted.

Flooring

Appropriate flooring materials are vital to maintaining a clean facility in which microorganisms and odors are minimized. Poured floors with a minimum of seams are best. Ceramic tile is not a good choice for kennel or housing areas because grout is permeable and therefore impossible to clean adequately.

Guillotine Doors

To permit dogs housed in indoor/outdoor kennels to avoid drafts, set guillotine doors off-center. For more information, please see The HSUS Statement on the Proper Use of the Guillotine Door.

Height of Solid Dividers Between Kennels

For kennels made of chain-link fencing, a solid divider must be installed to avoid nose-to-nose contact among dogs. For large dogs, install solid dividers that are five feet or higher. For small-to-medium dogs, four-foot-high dividing walls are generally acceptable.

HVAC

Once a well-designed heating, ventilating, and air-conditioning (HVAC) system is installed, it is essential to maintain it properly and clean the ducts regularly. Residual coatings of dirt and hair inside ducts cause airborne contaminants to be constantly re-circulated into kennel areas, and these contaminants can be a major source of disease.

Lighting

Lighting fixtures in kennels should be placed over dog runs rather than down the middle of the aisle separating facing runs. This makes it easier for visitors and staff to view the animals. Positioning the fixtures in this way should allow sufficient light to spill over to the walkways so that no safety hazard is created for the public or staff. It is important to provide animals with ample lights-off time in order for them to rest soundly overnight.

Plumbing/Drainage

The drainage system must be designed so that waste from one kennel never contaminates another. Drain openings should be at least 4" in diameter. Lead-away pipes should be at least 6" in diameter. Drain covers should be of stainless steel or other non-corrosive and easily cleanable material. These should be

easily removable for cleaning but otherwise kept in place to prevent puppies, other small animals, the public, or staff from falling or slipping into them. Drain Traps should also be installed and cleaned on a regular basis.

Poles and Support Beams

Vertical supports or beams should not be positioned inside kennels or in the middle of walkways to protect the safety of staff and the public.

Security

Any animal shelter should be concerned with security measures. Fencing, security cameras, limited access to entrances around the building, proper lighting, locks on animal housing areas, and any locations where drugs or money is stored represent just a few of the considerations to be taken into account. It is imperative for every shelter to install a fire-alarm system and institute an emergency evacuation/disaster plan.

Sink Faucets

These should be outfitted with handles, such as those on surgical sinks that can be turned off with the forearms to avoid re-contaminating hands after washing.

Wall/Floor Joints

Any wall/floor joints should be covered. Standard joints are microbe collectors and impossible to clean properly.

Wood and Other Permeable Materials

Any kind of permeable material must not be used in areas that are frequently washed.

- Programs and Services: Shelter Design
- The HSUS Statement on the Basic Management of Animal Housing Areas
- The HSUS Statement on the Proper Use of the Guillotine Door



THE HUMANE SOCIETY OF THE UNITED STATES

Celebrating Animals | Confronting Cruelty

©2012 The Humane Society of the United States [Privacy Policy »](#) [Site Map »](#) [About Us »](#) [Contact Us »](#) [Facebook »](#)



MORGAN COUNTY COMMISSION
AGENDA REQUEST

DATE OF REQUEST: 06/15/12

NAME: Dave McDonald

ADDRESS: 77 Fairfax St, Rm 101

Berkeley Springs, WV 25411

HOME PHONE: _____

BUSINESS PHONE:
304-258-8540

DATE OF MEETING REQUESTED: June 21

TOPIC (S) OF DISCUSSION:
Purchase of small business server software, CSSI Software

SPECIAL EQUIPMENT NEEDS (i.e. Powerpoint, etc.)

* Please include any handouts or material that will be discussed or

MORGAN COUNTY COMMISSION
AGENDA REQUEST

DATE OF REQUEST: 06/15/12

NAME: _____

ADDRESS: 77 Fairfax St. Rm 101

Berkeley Springs, WV 25411

HOME PHONE: _____

BUSINESS PHONE:
304-258-8540

DATE OF MEETING REQUESTED: June 21

TOPIC (S) OF DISCUSSION:
Contract of Lease between Blue Ridge Community & Technical
College & The Morgan County Commission

SPECIAL EQUIPMENT NEEDS (i.e. Powerpoint, etc.)

**HOUSING CONSORTIUM COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF MARTINSBURG
AND
THE COUNTIES OF BERKELEY, JEFFERSON AND MORGAN
WEST VIRGINIA**

This **AGREEMENT** is made and entered into between the City of Martinsburg (hereinafter referred to as "City"); and the Berkeley County Commission for and on behalf of Berkeley County, a political subdivision of the State of West Virginia; the Jefferson County Commission for and on behalf of Jefferson County, a political subdivision of the State of West Virginia; and the Morgan County Commission for and on behalf of Morgan County, a political subdivision of the State of West Virginia (hereinafter referred to as "Counties"), and the incorporated communities contained in each of the above said Counties.

WHEREAS, Title 11 of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnerships Program (hereinafter referred to as "HOME"); and

WHEREAS, the HOME regulations established by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements for three year periods and allows for recertification of Consortiums; and

WHEREAS, the City and Counties have determined that obtaining funding under the HOME Program as part of a Consortium Participating Jurisdiction will increase their ability to provide affordable housing for their low income constituencies.

NOW THEREFORE, the parties to this **AGREEMENT** do hereby agree as follows:

SECTION I – DEFINITIONS:

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the meanings given them:

- A. "Act" means Title 11, of the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub. Law 101-625), (42 U.S.C. 12701)
- B. "Consolidated Plan" means the comprehensive planning and application document as set forth in 24 CFR Part 91 and encompasses a local government's housing needs, with a focus on affordable housing for low income families.

- C. "HOME Program" means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through acquisition, rehabilitation and new construction of housing, tenant-based rental assistance, and homebuyer assistance.
- D. "HUD" means the United States Department of Housing and Urban Development.
- E. "Regulations" means 24 CFR Part 92 HOME Investment in Affordable Housing implementing regulations as issued by HUD.
- F. "Member" means a unit of local government which is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under 24 CFR Part 92, (which is the City of Martinsburg, Berkeley County, Jefferson County, and Morgan County in this instance).
- G. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement. The Representative Member, which is the City of Martinsburg in this instance, will be delegated the overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and will be responsibility for the requirements concerning the Consolidated Plan (CP).

SECTION II – PURPOSE:

This Agreement is to form a **CONSORTIUM** of four (4) units of general local government geographically located for designation as a **PARTICIPATING JURISDICTION** under the **ACT**, said **PARTICIPATING JURISDICTION** to be known and hereinafter may be referred to as the Eastern Panhandle HOME Consortium of West Virginia.

The signatory parties agree to cooperate in undertaking, or assisting in undertaking housing assistance activities under the HOME Investment Partnerships Program in compliance with HUD regulations and the local Consolidated Plan of the member jurisdictions.

SECTION III – ADMINISTRATION:

- A. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg shall act as the Representative Member for all participants is the Eastern Panhandle HOME Consortium for the purposes of the Act.

- B. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg, in its role as Representative Member, is granted the overall responsibility for ensuring that the Eastern Panhandle HOME Consortium's Program is carried out in compliance with the requirements of the HOME Program.
- C. The Counties and the incorporated communities in each County agree to fully participate with the City of Martinsburg in the development and preparation of the Consolidated Plan for their portion of the Consortium Area.
- D. The City and the Counties, including the incorporated communities in each County, shall participate jointly in the development of the Eastern Panhandle HOME Consortium's HOME Program. The Consortium will form a council known as the Eastern Panhandle HOME Consortium Council. Each Member of the Consortium will appoint three (3) representatives to the Council. The City and the Counties will mutually agree and appoint a Chairperson of the Council, who will be in addition to the number of representatives appointed by the Member Jurisdictions.
- E. The HOME Consortium Council will define a strategy and programs in sufficient detail to accommodate the collective and individual needs and priorities of any and all of the Members constituting the Eastern Panhandle HOME Consortium. The Members shall review and approve the strategy and programs for the annual use of HOME funds, as well as, have the opportunity to review and approve any program changes or amendments prior to action being taken by the Representative Member's governing body.
- F. The City and Counties, including the incorporated communities in each County, shall be entitled to the amount of HOME Program funding based on its percentage of the low/moderate income population of the entire Consortium Area, as established by U.S. Census data of the total allocation to the Eastern Panhandle HOME Consortium. Members of the Consortium may elect to combine their allocations to carry out collaborative HOME activities. Any funds allocated to Members but remaining unobligated fifteen (15) months after the initial allocation date will be recaptured and redistributed by the HOME Consortium Council. Any funds recaptured will be offered to the other Members for reprogramming for eligible activities in accordance with the HOME Program Regulations. The final decision for distribution of these funds will be made by the HOME Consortium Council. If any party terminates this agreement in whole or in part, all work completed and uncompleted on this project will become the property of the remaining parties to this agreement, and the disposition or completion of uncompleted work on the project will become the responsibility of the remaining parties, pursuant to the conditions of this paragraph. Ownership of all personal property acquired by virtue of the execution of or performance under this agreement is vested in the parties, pursuant to the prorata share of funds

allocated to them, but the parties shall not take legal title to any real property, including, but not limited to, easements.

- G. The HOME Consortium Council may amend the Consortium Agreement to increase its Members in the Consortium if the areas are coterminous with the existing boundaries of the area. These new Members will be entitled to funding based on their low- and moderate-income population as established by the U.S. Census data as a percentage of the total allocation to the Consortium for the next funding period.
- H. Nothing in this Agreement will preclude the ability of the City or Counties, including the incorporated communities in each County, either individually or jointly in applying for financial assistance under the State of West Virginia HOME Program. Furthermore, it is expressly agreed and understood that any specific projects eligible for HOME funding may be submitted to the HOME Consortium Council by any Consortium Member, any participating municipality located in Member Counties, any authority, and/or nonprofit housing agency for funding under the Consortium's annual HOME entitlement funds.
- I. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Eastern Panhandle HOME Consortium as defined in the Regulations. This includes all information necessary for the Consolidated Plan, the Program Description, Certifications, written agreements with sub-recipients and performance reports. The Counties of Berkeley, Jefferson and Morgan will submit this documentation to the City of Martinsburg in order to insure a coordinated effort.
- J. Each Member shall be responsible for any required matching funds for specific eligible projects as determined by HUD submitted by that particular member. However, this does not limit the use of excessive local match from one HOME Member to another, if agreed to by the HOME Consortium Council and the Member which has the excess local match.
- K. Each Member shall be responsible for the following:
 - 1. Appoint three (3) representatives to the Eastern Panhandle HOME Consortium Council.
 - 2. Fill vacancies on the Consortium Council in a timely manner and ensure the attendance of their appointments at meetings.
 - 3. Provide information required for the preparation of revisions to the existing Five Year Consolidated Plan.
 - 4. Conduct an annual housing needs public hearing for the use of HOME funds.
 - 5. Adopt by resolution and renew annually the participation in the Eastern Panhandle HOME Consortium.

6. Be responsible for determining local housing needs and the use of HOME funds to address those needs.
7. Provide an annual description of proposed project activities in accordance with the annual budget and distribution of funds.
8. Obtain written agreements for the expenditures of HOME funds from sub-recipients, contractors, homebuyers, etc. and provide copies to the Representative Member.
9. Provide documentation for matching funds or donations to the HOME Program.
10. Maintain files and documentation for compliance with Federal regulations and make these files available for review and monitoring by HUD and/or the Representative Member.
11. Prepare, process and forward requisitions of funds to the Representative Member.
12. Receive payment of funds from the Representative Member and pay sub-recipients, contractors, homebuyers, etc. in a timely manner.
13. Review and approve any amendment to the cooperation agreement.

L. The Representative Member shall be responsible for the overall administration of the HOME Program and meeting the Federal guidelines. In particular the following are the duties and responsibilities:

1. Provide staff to manage the program.
2. Revise the existing Five Year Consolidated Plan to include the HOME Program and statistical information on the other consortium members.
3. Prepare and submit all required notices, plans, performance reports, and other documentation as required by HUD.
4. Ensure that the program and activities are in compliance with the Federal regulations.
5. Provide the other members with guide form contracts, agreements, advertisements, etc.
6. Hold a public hearing on the annual HOME Program and adopt the budgets and activities outlines by the HOME Consortium Council.
7. Assist the other Consortium members in meeting the Citizen Participation requirements of HUD.
8. Review and approve all project funding agreements for each activity.
9. Monitor the other members for compliance with the Federal regulations.
10. Prepare an environmental review record for the HOME Program and secure the release of funds from HUD for program activities.
11. Provide guidance and assistance to the other members to ensure compliance with the Federal labor standards.
12. Prepare and execute all written agreement with sub-recipients, contractors, etc. who receive HOME funds.
13. Maintain files on each project activity for monitoring by HUD.
14. Prepare and maintain the HOME match log as required by HUD.

15. Prepare the annual Consolidated Annual Performance Evaluation Report (CAPER) for annual submission to HUD.
16. Establish and maintain a local HOME fund account including Federal drawdowns, program income, etc.
17. Process Federal drawdowns of funds from the U.S. Treasury for project activities.
18. Process payment requisitions and requests for funds from the other consortium members for project activities.
19. Prepare an annual budget showing the distribution of HOME funds to each Consortium member.
20. Prepare monthly financial statements on expenditures, commitment of funds, and remaining balances for each consortium member and their project activities.
21. Contract for an annual audit of the HOME Program by an outside independent auditing firm.
22. Supervise the closeout of annual grants with HUD.

M. The HOME Consortium Council shall be formed to oversee the program and provide guidance on the use of funds. The specific duties and responsibilities of the Consortium Council is as follows:

1. Each member of the HOME Consortium shall have three (3) representative to the Consortium Council.
2. Provide guidance and direction in promoting and affirmatively further fair housing in the Eastern Panhandle.
3. Define an overall strategy and programs based on the needs of the Consortium members.
4. Establish priorities for the use of HOME funds.
5. Approve the allocation and distribution of funds among the Consortium members based on the low- and moderate-income population of each member as a percentage of the Eastern Panhandle's total low- and moderate-income population.
6. Reallocate funds that are uncommitted or unobligated after fifteen (15) months after the approval by HUD of the annual HOME grants.
7. Provide advice on the eligibility and feasibility of specific project activities.
8. Ensure that any required matching funds are provided by the Members or from the non-federal funds portion of HOME assisted projects.
9. Review and approve any amendments to the Cooperation Agreement.
10. Review and approve documentation submitted by non-profit organizations for designation as a local Community Housing Development Organization (CHDO).
11. Monitor and recertify annually any CHDO's.
12. Advertised requests for proposals from designated CHDO's for use of set-aside funds.
13. Adopt and assure compliance with affirmative marketing policies and procedures.

14. Approve the annual consolidated Action Plan in regard to the use of HOME funds.
- N. In accordance with Section 91 .402 of the Consolidated Plan Final Rule, the City of Martinsburg has a Program year that begins on July 1st and ends on June 30th each year, the HOME funds will also have the same program year start date.

SECTION IV- AFFIRMATIVE MARKETING POLICIES AND PROCEDURES:

A. Statement of Policy -

In accordance with the Eastern Panhandle HOME Consortium's, commitment of non-discrimination and equal opportunity in housing, the Consortium hereby establishes procedures to affirmatively market units assisted under the HOME Investment Partnerships Program. These procedures are intended to further the objectives of Title VIII of the Civil Rights Act of 1988 and Executive Order 11063. In addition, the Consortium will abide by and establish a minority outreach program in accordance with 24 CFR 92.350 (a)(5).

The Consortium believes that individuals of similar economic levels in the same housing market area should have available to them a like range of housing choices regardless of their race, color, religion, sex, familial status, disability or national origin. Individuals eligible for public housing assistance or who have minor children should have available to them, a like range of housing choices.

The Consortium will carry out this policy through affirmative marketing procedures designed for the HOME Investment Partnerships Program.

B. Responsibility for Informing the Public, Potential Tenants, and Owners About Federal Fair Housing Laws and Affirmative Marketing Policies:

The Consortium will inform the public, potential tenants and owners about its Fair Housing and Affirmative Marketing Policy in the following manner:

1. Information regarding the policy will be included in all materials prepared by the Consortium for program marketing including press releases, advertising, program brochures, and application packages. The Equal Housing Opportunity logo type and slogan will be used in all printed information.
2. The Consortium will sponsor "Owner's Workshops" to discuss procedures and program requirements, including the affirmative marketing policy. Participating Owners shall be advised orally and in writing of this policy.
3. Provide information sheets to tenants of buildings to be rehabilitated through the HOME Program, including information on this policy and their rights under the Fair Housing Laws.

C. Requirements for Owners to Inform the General Public About Available Units Rehabilitated or Assisted Under the HOME Program.

In order to carry out the Consortium's affirmative marketing policy, the Owner shall certify that, to the extent there are vacant units in properties rehabilitated or assisted through the HOME Program, these units will be marketed in a good faith effort to attract tenants, or homebuyers regardless of their race, color, religion, sex, familial status, disability or national origin. In marketing units, the Owner shall agree to:

1. At least thirty (30) days prior to the date of expected availability or vacancy (when possible), contact the local West Virginia Housing Authorities and advise of the pending vacancy in order to receive referrals for tenants qualified for Section 8 Certificates or Vouchers. For units rented to tenants receiving housing assistance provided by the local West Virginia Housing Authorities, the Owner shall be relieved of any additional responsibility under this policy.
2. In advertising vacant units for rent, the following procedures shall be followed:
 - a. The owner shall use forms of media likely to reach persons of all minority and majority groups, including those persons identified as least likely to apply (e.g. use of community organizations, churches, fair housing groups, or housing counseling agencies).
 - b. The Owner shall use the Equal Housing Opportunity logo, slogan (Equal Housing Opportunity) or statement in all advertising, including signs placed on property.
3. The Owner shall display a fair housing poster in the rental office.
4. The Owner shall comply with the requirements of Title VI and Title VIII of the Civil Rights Acts of 1964 and 1968, respectively, which provide that (1) no person is to be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving financial assistance hereunder, and (2) no person shall discriminate in the sale or rental of housing, the financing of housing, or the provision of services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, disability, or national origin.
5. The Owner shall not discriminate against any person because of their eligibility for housing assistance or because of the fact that they have minor children in the household.

6. The Owner shall maintain and provide to the Consortium information on the racial, ethnic, and gender characteristics of:
 - a. Tenants occupying units before rehabilitation;
 - b. Tenants moving from and, initially after rehabilitation, to completed units; and,
 - c. Applicants for tenancy within ninety (90) days following completion of rehabilitation. Owner may, at his/her sole discretion maintain this information on applicants following this initial ninety (90) day period to demonstrate compliance with this policy.
7. The Owner shall maintain appropriate records to document his/her good faith effort to affirmatively market units as required by this policy including, but not limited to, copies of advertisements, special notices, etc.

D. Assessment and Corrective Action:

The effectiveness of the affirmative marketing will be assessed as follows:

1. The Consortium will review information, required to be maintained by the Owner in Parts C.6 and C.7 above. If the required steps were taken, the Consortium will determine that good faith efforts have been made.
2. Where there is evidence that the Owner has failed to take appropriate actions as called for above, including receipt of complaints by prospective tenants regarding discriminatory actions by the Owner, the Consortium will proceed to contact the Owner to investigate the nature of the complaint, actions taken by the Owner, and corrective actions to be taken by the Owner in marketing the next available unit. The Consortium reserves the right to require additional affirmative marketing procedures from those described above if determined necessary to achieve a good faith effort by Owner.
3. The Consortium shall at least annually examine whether or not persons from a variety of racial and ethnic groups in the market area applied for or became tenants of units that were affirmatively marketed. If such groups are not represented at least proportionally to their presence in the market area, the Consortium will review this policy to determine what changes, if any, will make the policy more effective in reaching these groups.

SECTION V – TERMS OF THE AGREEMENT:

- A. This agreement shall be in effect for a period of one fiscal year, subject to annual renewal for any additional period of time needed to complete all phases of the project, each of which annual renewal periods shall be limited to one fiscal year; provided that, in addition to the right of non-renewal, all parties hereto shall have the right to terminate this agreement on any 12-month anniversary of the date of this agreement by giving to the other parties 30 days' written notice of such termination. It is the City's the Counties' intentions to remain members of the Consortium for the period necessary to carry out all activities that will be funded from the three Federal Fiscal Years 2010, 2011 and 2012 provided that the Consortium qualifies as a participating jurisdiction under the Home Investment Partnerships Program, by approval of annual renewals of this agreement, and subject to said renewals will take necessary steps to provide budget allocations for funding purposes.
- B. Prior to the adoption of any amendment to this agreement, partial or complete termination of this agreement including the incorporation of changes necessary to meet the requirements for a subsequent three (3) year consortium designation period, the members agree to submit to the U.S. Dept. of HUD any revisions for its approval.
- C. This agreement covers the designation period of the **Federal Fiscal Years of 2013, 2014 and 2015** which the Consortium is to qualify to receive HOME funds. This agreement may automatically be renewed for participation in successive three (3) year designation periods for HOME Entitlement funds by the U.S. Dept. of HUD. In order to qualify for automatic renewal by HUD, the Representative Member must notify each participating unit of general local government of its right not to participate for the successive three (3) year designation periods. This notification must be submitted to each participating unit of general local government by the date specified in the U.S. Dept. of HUD Consortia designation notices.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2012

CITY OF MARTINSBURG, West Virginia

George Karos
Mayor

Attest: _____
Gena Long, City Recorder

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
_____ day of _____, 2012

BERKELEY COUNTY COUNCIL
For and on behalf of Berkeley County, a political
Subdivision of the State of West Virginia

Signature

PRESIDENT

Attest: _____

Including the incorporated area of the Town of Hedgesville, Berkeley County, West Virginia.

BERKELEY COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
_____ day of _____, 2012

TOWN OF HEDGESVILLE

For and on behalf of the municipality of Hedgesville,
a political subdivision of the State of West Virginia

Signature

MAYOR

Attest: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this

_____ day of _____, 2012

JEFFERSON COUNTY COMMISSION
For and on behalf of Jefferson County, a political
Subdivision of the State of West Virginia

Signature

PRESIDENT

Attest: _____

Including the incorporated areas of the Town of Bolivar, City of Charles Town, Town of Harpers Ferry, Corporation of Ranson, and Town of Shepherdstown, Jefferson County, West Virginia.

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
_____ day of _____, 2012

TOWN OF BOLIVAR

For and on behalf of the municipality of Bolivar, a
political subdivision of the State of West Virginia

Signature

MAYOR

Attest: _____

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
_____ day of _____, 2012

CITY OF CHARLES TOWN

For and on behalf of the municipality of Charles Town,
a political subdivision of the State of West Virginia

Signature

MAYOR

Attest: _____

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
_____ day of _____, 2012

TOWN OF HARPERS FERRY
For and on behalf of the municipality of Harpers Ferry
a political subdivision of the State of West Virginia

Signature

MAYOR

Attest: _____

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2012

CORPORATION OF RAN SON

For and on behalf of the municipality of Ranson, a political subdivision of the State of West Virginia

Signature

MAYOR

Attest: _____

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2012

CORPORATION OF SHEPHERDSTOWN

For and on behalf of the municipality of
Shepherdstown, a political subdivision of the State of
West Virginia

Signature

Title

Attest: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
_____ day of _____, 2012

MORGAN COUNTY COMMISSION
for and on behalf of Morgan County, a political
subdivision of the State of West Virginia

Signature

MAYOR

Attest: _____

Including the incorporated areas of the Town of Bath and the Town of Paw Paw,
Morgan County, West Virginia.

MORGAN COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
_____ day of _____, 2012

TOWN OF BATH

For and on behalf of the municipality of Bath, a
political subdivision of the State of West Virginia

Signature

MAYOR

Attest: _____

MORGAN COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this
_____ day of _____, 2012

TOWN OF PAW PAW
For and on behalf of the municipality of Paw Paw,
a political subdivision of the State of West Virginia

Signature

MAYOR

Attest: _____

RESOLUTION

A RESOLUTION OF THE COUNTY COMMISSION OF MORGAN COUNTY, WEST VIRGINIA AUTHORIZING PARTICIPATION IN THE EASTERN PANHANDLE HOME CONSORTIUM FOR THE PERIOD OF JULY 1, 2013 TO JUNE 30, 2016.

WHEREAS, TITLE II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnership Program (hereinafter referred to as "HOME"); and

WHEREAS, the HOME regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements; and

WHEREAS, there is a need throughout the Eastern Panhandle of West Virginia to provide affordable housing for the low and moderate income residents; and

WHEREAS, the City of Martinsburg, County of Berkeley, County of Jefferson, Town of Bolivar, City of Charles Town, Town of Harpers Ferry, City of Ranson, County of Morgan, Town of Bath and Town of Paw Paw, West Virginia, have formed a Consortium that has been designated as a Participating Jurisdiction under the HOME Program; and

WHEREAS, the Eastern Panhandle HOME Consortium is required to seek designation as a HOME Consortium for a subsequent qualifying period for July 1, 2013 through June 30, 2016 in order to seek annual funding; and

WHEREAS, the County Commission of Morgan County desires to enter into a three (3) year Housing Consortium Cooperation Agreement for the period FY 2013, FY 2014 and FY 2015, with an annual renewal clause for participation in the HOME Consortium for the Eastern Panhandle;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE COUNTY COMMISSION OF MORGAN COUNTY, WEST VIRGINIA THAT:

1. The County of Morgan will cooperate with the City of Martinsburg, County of Berkeley, County of Jefferson, Town of Bolivar, City of Charles Town, Town of Harpers Ferry, City of Ranson, County of Morgan, Town of Bath and Town of Paw Paw, West Virginia, in a Consortium for participation in the HOME Program; and
2. The President of the County Commission of Morgan County is hereby authorized to enter into a Housing Consortium Cooperation Agreement for the period of July 1, 2013 to June 30, 2016, renewable in one year increments through June 30, 2016, with the other members which form the Eastern Panhandle HOME Consortium; and
3. A copy of this resolution is to be submitted in the request to US. Department of Housing and Urban Development to approve the designation of the HOME Consortium of the Eastern Panhandle of West Virginia.

Adopted this _____ day of _____, 2012.

NAME , Commission President

Attest: _____
Witness