

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

**July 19, 2012 - 9:30 AM Open Meeting**

**9:30 AM- ADMINISTRATION & APPROVE MINUTES**

Names for Old Hospital Sign

Decision on WVACO (West Virginia Association of Counties) membership

**AGENDA ITEMS**

10:00 AM- Carol York & Deputy Kevin Barney- PRO (Protective Resource Officer)  
- Agreement & Grant Contract Resolution

10:15 AM- Janice Clingerman- Discussion regarding Animal Control

10:30 AM- Eric Pritchard- Interview for Planning Commission

10:45 AM- Brenda Hutchinson- Funding for New Animal Control Facility

11:00 AM- Decision on board members for: Planning Commission  
Board of Health

**ADMINISTRATOR'S ITEMS**

GASB-45 report

Senior Community Service Employment Program Renewal



Draft

## Memorandum of Understanding

**Between the Morgan County Commission, the Morgan County Sheriff Department and the Morgan County Board of Education for the West Virginia Division of Justice and Community Services (DJCS) Juvenile Accountability Block Grant for a Prevention Resource Officer at Berkeley Springs High School**

**Grant #'s: \_\_\_\_\_**

This Memorandum of Understanding (MOU), made this 19th day of July 2012 and effective from July 1, 2012 through June 30, 2013, by and between the Morgan County Commission (MCC), the Morgan County Sheriff's Department (MCSD) and the Morgan County Board of Education (MCBoE), hereby establishes that MCC, the MCSD and the MCBoE agree as follows:

### **The Morgan County Commission will:**

- Be the fiscal agent for the above referenced grant program;
- Provide oversight to ensure that the PRO, Deputy Barney, and the Board of Education Juvenile Crime Enforcement Coalition are administering the grant program in accordance with the terms and conditions of the grant contract and in accordance with the grant program's administrative guidelines;
- Provide fiscal management and support for the \_\_\_\_\_ Grant; to include the following:
  - Receive, review and approve invoices from the PRO for payment by the MCC;
  - Process invoices and make payments to designated vendors;
  - Receive, review and approve monthly Requests For Reimbursement (draw downs);
  - Receive draw down payments from the grant agency and reconcile to Requests For Reimbursement;
  - Promptly advise the PRO, the County Administrator and the county Chief Deputy Clerk budget administrator of any variance;
  - Maintain hardcopy and electronic records of all grant activities and transactions;
- Assist the PRO in tracking of project financials;
- Provide prompt notification and processing of grant 'De-obligation' notices to the PRO, the Morgan County Commission President, the Morgan County County Administrator, and the County Clerk's Office Chief Deputy Clerk;
- Take appropriate follow-up action to ensure any 'de-obligated' funds are removed from the county budget system.

**The Morgan County Sheriff's Department and the Morgan County Board of Education will:**

- Implement the \_\_\_\_\_ **Grant** project as guided by the work plan;
- Ensure the PRO is administering the grant program in accordance with the terms and conditions of the grant contract and in accordance with the grant program's administrative guidelines;
- Not 'Supplant' grant funds; specifically, the DJCS contract Standard Conditions and Assurances #19 states, "Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose....."
  - *Supplanting exists when funds from one grant source are used to pay for services and/or activities that another funding source is paying for or could pay for either through available funds or funds that could be made available;*
- Maintain accurate detailed financial records to ensure management of project budget in accordance with the approved award; to include awarded and matching funds;
- Prepare and provide timely and accurate invoices to the County Clerk for all Travel, Training and Other expenses;
- Prepare required monthly financial (expenditures and matching funds) and activity reports and provide to the MCC Grant Administrator and County Administrator in a timeframe such that the reports will be received by the grant agency by the 20<sup>th</sup> of the month;
- Respond to all notifications of payment variance by contacting the grant agency specialist to identify and resolve reasons for variance; continually advise MCC Grant Administrator and MCC County Administrator of status;
- Make payment to the Morgan County Commission for any declined invoice amount variances that cannot be rectified with the grant agency within 30 days of the initial notification;
- Assist in the distribution of information;
- Assist on sustainability efforts;
- Coordinate project activities.

MCC understands that items purchased using grant funds are the property of Morgan County Sheriff's Department and the Morgan County Board of Education will follow the project regardless of whether MCC is the fiscal agent for future PRO grants and projects.

In witness whereof, the parties hereto have caused this MOU to be executed as of the date listed above.

<b>Morgan County Commission</b>	<b>Morgan County Sheriff</b>	<b>Morgan County Board of Education</b>
By:	By:	By:
Title:	Title:	Title:
Date:	Dare:	Date:

Draft

**AGREEMENT**

**For fiscal Year 2012-2013 Prevention Resource Officer**

This agreement made and entered into this 19th day of July 2012 by and between the Morgan County Board of Education (hereinafter referred to as "BOARD"), the Morgan County Commission, (hereinafter referred to as "COMMISSION", and the Morgan County sheriff's Department, hereinafter referred to as "SHERIFF").

**WITNESSETH**

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

WHEREAS, the COMMISSION and the SHERIFF agree for the BOARD to have a police officer serve as Prevention Resource Officer in the Morgan County School system and;

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

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

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

**SECTION 1. DUTIES AND RESPONSIBILITIES OF THE COMMISSION and SHERIFF**

1.01 The COMMISSION and SHERIFF shall provide one police officer, assigned as a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system operated by the BOARD.

1.02 PRO shall abide by the Morgan County Board of Education policies and procedures, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be

under the direction of the principal. The Morgan County Board of Education shall approve the content of educational programs and instructional materials used by the PRO.

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

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

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

1.06 The SHERIFF shall be responsible for all non-salary expenses (excluding benefits billed to the Board of Education) related to the PRO position; to include Travel, Training, Gasoline, Equipment, Uniforms, Office Space, Telephone, Supplies, Vehicle and Vehicle Maintenance.

Travel, Training and Other Expenses are estimated based on 2011-2012 actual expenditures of \$4,812.95 plus and additional \$187.05 for anticipated increase in costs	
Travel & Training (gasoline, meals while traveling, hotel)	4,200.00
Other (Auto maintenance, service, tires, inspection)	800.00

1.07 The SHERIFF and the COMMISSION shall hold harmless the BOARD for any injuries suffered by the Prevention Resource Officer arising under their employment with the PRO Program.

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

- a. Perform law enforcement functions within the school setting.
- b. Identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. Foster a better understanding of the law enforcement function.
- d. Develop a better appreciation of citizen's rights, obligations and responsibilities.
- e. Provide information about crime prevention.

- f. Provide assistance and support for crime victims identified within the school setting.
- g. Promote positive relations between students and law enforcement officers.
- h. Enhance knowledge of the fundamental concept and structure of law.
- i. Be familiar with confidentiality requirements.

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

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

**SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD**

2.01 The principal at the designated school shall be the on-site contact person for the PRO. The Superintendent shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments to the COMMISSION from the BOARD shall be made in twelve monthly installments upon submission of monthly invoices by the COMMISSION and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of \$36,004 annually salary expense plus benefits, less \$20,000 in awarded grant funding and shall be made within ten days of receipt of the invoice (ref. attached award document).

Salary	36,545.60
Insurance	8,793.00
Retirement	4,751.00
Social Security	2,795.00
Worker's Comp	1,085.39
Total Expense	53,969.99
Less Grant Funding	-20,000.00
Balance Payable by the BOARD	33,969.99
Estimated Monthly BOARD Payment Due	2,830.83

**SECTION 3. TERM OF AGREEMENT**

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2012, through the 30<sup>th</sup> day of June 2013.

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

#### SECTION 4. TERMINATION

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

#### SECTION 5. INVALID PROVISION

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

#### SECTION 6. INDEMNIFICATION

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

6.02 The BOARD agrees to indemnify the COMMISSION and the SHERIFF for any costs associated with the elimination of this position should the BOARD no longer wish to employ a PRO at the end of the term of this agreement. The BOARD understands that the SHERIFF and the COMMISSION have created a new position in the Sheriff's Department at the BOARD's request and for their benefit; therefore, any costs associated with the termination of this position at the end of this contract, including but not limited to unemployment compensation expenses, shall be reimbursed to the COMMISSION by the BOARD. Furthermore, should the COMMISSION and/or the SHERIFF be prohibited by law from eliminating this position from the Sheriff's Department, the BOARD agrees to indemnify the COMMISSION and the SHERIFF for the continuing costs associated with salary and benefits of the position until such time as the position can be lawfully eliminated.

#### SECTION 7. ASSIGNMENT

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

**SECTION 8. NO WAIVER**

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

**SECTION 9. COMPLETE AGREEMENT**

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

**SECTION 10. CHOICE OF LAW**

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

**SECTION 11. NOTICES**

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

---

Morgan County Board of Education (Signature & Title of Board Officer) Date

---

Morgan County Commission (Signature & Title of Commission Officer) Date

---

Morgan County Sheriff (Signature & Title of Sheriff) Date

Draft

## RESOLUTION

WHEREAS; the Commission of Morgan County met on 19 July 2012 with a quorum present and passed the following resolution:

BE IT RESOLVED; that the Commission of Morgan County hereby authorizes Stacy A. Dugan, President of the Morgan County Commission, to act on its behalf to enter into a contractual agreement with the Division of Justice and Community Services to receive and administer grant funds pursuant to provisions of the Juvenile Accountability Block Grant program grant # \_\_\_\_\_ \$20,000 for a Prevention Resource Officer.

\_\_\_\_\_  
Stacy A. Dugan, President  
Morgan County Commission

\_\_\_\_\_  
Brenda J. Hutchinson  
Morgan County Commission

\_\_\_\_\_  
Bradley J. Close  
Morgan County Commission

ATTEST: \_\_\_\_\_  
Debra A. Kesecker  
Clerk of the County Commission

MORGAN COUNTY COMMISSION  
AGENDA REQUEST

DATE OF REQUEST: 7/13/12

NAME: Janice Clingerman

ADDRESS: PO Box 405

Berkeley Springs, WV

HOME PHONE: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_  
304-258-4779

DATE OF MEETING REQUESTED: July 19

TOPIC (S) OF DISCUSSION:  
Discussion on Animal Control Facility

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

\* Please include any handouts or material that will be discussed or presented to the County Commission. Thank you !



F. 01

# Morgan County Boards, Authorities & Commissions

## INTERESTED VOLUNTEER APPLICATION

DATE: 2 July 2012

NAME: ERIC K PRITCHARD

ADDRESS: 290 PRITCHARD LANE

BERKELEY SPRINGS WV

TELEPHONE: 304 258 4799 CELL: \_\_\_\_\_

BOARD, AUTHORITY OR COMMISSION (interested in serving on)

PLANNING COMMISSION

REASON: PER ZONING DEFEAT - TO WORK  
FOR PROPERTY RIGHTS & RESPECT

BRIEF SUMMARY OF LIFE EXPERIENCE (if resume available, please attach)

MS ENGINEERING, 49 YRS EXPERIENCE

LAND USE COMMITTEE #1 & 2, PROMOTE

STUDIED LAND

Are you available now? YES, if not, when? \_\_\_\_\_

\* Please return form to COUNTY COMMISSION OFFICE in the COURTHOUSE  
or mail to: MORGAN COUNTY COMMISSION, 77 FAIRFAX ST., RM. 101  
BERKELEY SPRINGS, WV 25411\*

## Resume:

**Name:** Eric K. Pritchard  
**Address:** 290 Pritchard Lane, Berkeley Springs, WV 25411  
**Phone:** 304-258-4799  
**Email:** [ekpritchard@localnet.com](mailto:ekpritchard@localnet.com)  
**Age:** 69  
**Education:** BS, Mathematics, '63 & MS, Engineering, '68, plus self education on mimics of hypothyroidism and relevant law, Torts, Constitutional, Antitrust

**Experience:** 1971- Present, Owner, Metis  
Design and Manufacture custom production equipment:  
Guitars, Commercial Photography, Filming, Textiles  
Pharmaceutical, Concrete Refinishing, Stairs, Brakes  
Food Processing  
1995-Present, Founder, Pritchard Amps  
Researched and Manufacture semi-custom musical instrument amplifiers -  
Often considered the best available.  
2006-Present, President, Metis Research, Inc. (non-profit, 501C3)  
Research the causes of suffering by thyroxine-resistant victims when the  
proper medications are FDA approved, indicated, and available. Also  
researches legal remedies, antitrust, mass tort, and Constitutional  
1964-1981, Engineer, Naval Surface Weapons Center  
Analyzed and Designed Systems for the nuclear environment.

**Patents:** 39 U.S & many foreign in seven arts.

**Papers:** Motor Controls, Audio Philosophy, Medical Research

**Skills:** Machinist  
Drafting  
Master Electrician  
Computer Programming  
Welding

**Civic Involvement:** Morgan County Citizen's Advisory Committee on Zoning  
Mentoring  
Thyroxine-Resistant Victim Support Group  
Land Use Committee  
Republican Club, Vice President, 2010  
Promote, Founder, Treasurer

