

**A G E N D A**  
**PRESTON COUNTY COMMISSION**  
**AUGUST 20, 2024**  
**9:30 A.M.**

**Call to order by President and Pledge of Allegiance**

**Roll call of Commissioners**

**Recognition of Public**

**Review of Bills**

**Assessor's Office**

**Tax Correction List –**

Rodeheaver, Katie J, Personal Property

Smith, Robert & Sarah, Real Estate

Wolfe, Amanda R & Cameron, Personal Property

**Apportionments – None**

**Recognition of Scheduled Appointments –**

9:31 a.m. Justin Wolfe and Duane Hamilton, OEM/E-911

A. Gregg's Knob Building Purchase

B. Budget Revision

9:35 a.m. Cynthia Miller and Thomas Mitter – Regarding Opioid Settlement Fund

9:45 a.m. Jim Fields, Sheriff - Update on Tax Office

**Approval of Minutes – August 6, 2024 and August 14, 2024**

**Estate Settlements List – August 5, 2024 thru August 9, 2024**

ESTATE NAME: **DONALD R. CROSS SR.**

ESTATE NAME: **SHARON R. DODD**

**Proceedings in Vacation/Clerk's Fiduciary Report – August 8, 2024 through August 14, 2024**

**Fiduciary Commissioner Report –**

**Old Business – Consideration and/or action**

**New Business – Consideration and/or action**

A. Multi-Jurisdictional Hazard Mitigation Plan Update Adoption Resolution

**Courthouse Reconfiguration Project Update-Consideration and/or action**

A. Update from Facilities Supervisor

**County Administrator's Report – Consideration and/or action**

A. EMS Advisory board applications due by August 22, 2024

B. Budget Revisions

C. Miscellaneous Correspondence

**Personnel Matters- Consideration and/or action**

A. Executive Session

**Legal Matters- Consideration and/or action**

A. Executive Session

**Information**

**Commissioners' Comments**

**STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:**

The Preston County Commission met in Regular Session at 9:30 a.m., August 20, 2024, in the County Commission Meeting room.

The meeting was called to order by President Smith who invited those present to join in the Pledge of Allegiance.

President Smith then declared the following Commissioners present: Samantha Stone, Hunter Thomas and Don Smith.

# Recognition of Public

Also, present was County Administrator Nate Raybeck and Assessor Connie Ervin.

The following persons registered their attendance during the meeting:

Deanna Lively	Sheriff Jim Fields	Kevin Likens
Jacob Martin-WV News	Duane Hamilton	Justin Wolfe
Donnie Mann		

No one registered before the meeting to address the commission.

# Review of Bills

Commissioner Stone moved to pay the bills that have been properly presented and reviewed. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

SYSTEM DATE 08/19/2024 COUNTY OF PRESTON PAGE 1  
 REPORT DATE 08/19/2024 TRANSACTION EDIT LIST TIME 14:58:41  
 FILES ID W BATCH NUMBER 0807 USER WVPRRMAR

TYPE	TRANS. NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANSDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO		PAYEE VENDOR NAME	SELECT	
VC	20240807-001		5391	00140621600		661065	08/06/2024	AG01	2712.00
N	N1	FORD OFFICE TECHNOLOGIES	ASSESSOR-M&R EQUIP		5391	08/20/2024	08/06/2024	P	08/2024
VC	20240807-002		3769	00170034500		437129	08/13/2024	AG01	55.00
N	N1	TERESA HYRE	ALTERATIONS LAW ENFORCE UNIFORMS		3769	08/20/2024	08/13/2024	P	08/2024
VC	20240807-003		4236	00140523000		273196	10/27/2022	AG01	162.52
N	NA	HART OFFICE SOLUTIONS	PRINTS PROS ATTY CONTRACTED SERV		4236	08/20/2024	10/27/2022	P	08/2024
VC	20240807-004		4236	00140523000		325900	08/12/2024	AG01	93.80
N	NA	HART OFFICE SOLUTIONS	PRINTS PROS ATTY CONTRACTED SERV		4236	08/20/2024	08/12/2024	P	08/2024
VC	20240807-005		4271	00190056700			08/20/2024	AG01	5279.06
N	NA	PRESTON CO PARKS AND	JULY 2024 HOTEL MOTEL TAX PARKS & REC CONTRIBUTION		4271	08/20/2024	08/20/2024	P	08/2024
VC	20240807-006		1996	00191156800			08/20/2024	AG01	7998.59
N	NA	GREATER MORGANTOWN CONV	JULY 2024 HOTEL MOTEL TAX CONV & VISITORS BUREAU		1996	08/20/2024	08/20/2024	P	08/2024
VC	20240807-007		5913	00140121400			08/20/2024	AG01	64.45
N	NA	WV FOOD & FARM COALITION	REIMS-CANAAN VALLEY CO COMM TRAVEL		5913	08/20/2024	08/20/2024	P	08/2024
VC	20240807-008		5390	00142034100		24-12871	08/14/2024	AG01	395.66
N	NA	TT&S SUPPLY INC	SUPPLIES CUSTODIAL MAT/SUPPLIES		5390	08/20/2024	08/14/2024	P	08/2024
VC	20240807-009		0280	00142034100			08/13/2024	AG01	264.31
N	NA	CINTAS CORPORATION	INV #4201868539 CUSTODIAL MAT/SUPPLIES		0280	08/20/2024	08/13/2024	P	08/2024
VC	20240807-010		0280	00142022500			08/13/2024	AG01	279.33
N	NA	CINTAS CORPORATION	INV #4201868539 CUSTODIAL LAUN/DRY CLEAN		0280	08/20/2024	08/13/2024	P	08/2024
VC	20240807-011		0280	00142034500			08/13/2024	AG01	23.70
N	NA	CINTAS CORPORATION	INV #4201868539 CUSTODIAL UNIFORMS		0280	08/20/2024	08/13/2024	P	08/2024
VC	20240807-012		0280	00142034100			07/16/2024	AG01	106.94
N	NA	CINTAS CORPORATION	INV #4198971698 CUSTODIAL MAT/SUPPLIES		0280	08/20/2024	07/16/2024	P	08/2024

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TYPE	TRANS. NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANSDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK	BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	DUE-DATE	DISCDATE	CHECK	CHK-DATE	POSTDATE
		VENDOR NAME	ACCOUNT NAME		PAYEE VENDOR NO		PAYEE VENDOR NAME	SELECT	
VC	20240807-013		0280	00142022500			07/16/2024	AG01	279.33
N	NA	CINTAS CORPORATION	INV #4198971698 CUSTODIAL LAUN/DRY CLEAN		0280	08/20/2024	07/16/2024	P	08/2024
VC	20240807-014		0280	00142034500			07/16/2024	AG01	23.70
N	NA	CINTAS CORPORATION	INV #4198971698 CUSTODIAL UNIFORMS		0280	08/20/2024	07/16/2024	P	08/2024
VC	20240807-015		2884	00142823000		97931	07/31/2024	AG01	1500.00
N	NA	GLOBAL SCIENCE & TECH	COURTHOUSE SERVER ANTI-VI DATA PROCESS CONT SERVICE		2884	08/20/2024	07/31/2024	P	08/2024
VC	20240807-016		1370	00371634500		81831	07/31/2024	AS03	186.00
N	N1	AFFORDABLE SIGN UNLIMITED	UNIFORMS D&K UNIFORMS		1370	08/20/2024	07/31/2024	P	08/2024
VC	20240807-017		1802	00180122300			07/24/2024	AG01	150.00
N	06	VALLEY HEALTHCARE SYSTEM	ACCT #208455-0/CL #588368 MENTAL HEALTH PROF SERV		1802	08/20/2024	07/24/2024	P	08/2024
VC	20240807-018		1802	00180122300			07/17/2024	AG01	150.00
N	06	VALLEY HEALTHCARE SYSTEM	ACCT #72541-0/CL #588366 MENTAL HEALTH PROF SERV		1802	08/20/2024	07/17/2024	P	08/2024
VC	20240807-019		1802	00180122300			07/30/2024	AG01	150.00
N	06	VALLEY HEALTHCARE SYSTEM	ACCT #25166-0/CL #588365 MENTAL HEALTH PROF SERV		1802	08/20/2024	07/30/2024	P	08/2024
VC	20240807-020		1802	00180122300			07/09/2024	AG01	150.00
N	06	VALLEY HEALTHCARE SYSTEM	ACCT #115413-0/CL #588367 MENTAL HEALTH PROF SERV		1802	08/20/2024	07/09/2024	P	08/2024
VC	20240807-021		0005	00171622300		41568206	08/14/2024	AG01	85.00
N	NA	PEST MANAGEMENT SERVICES	SERVICE-ANIMAL SHELTER DOG WARDEN-PROF SERVICES		0005	08/20/2024	08/14/2024	P	08/2024
VC	20240807-022		0005	00140122300		41567003	08/14/2024	AG01	65.00
N	NA	PEST MANAGEMENT SERVICES	SERVICE-COURTHOUSE CO COMM PROFESS. SERVICES		0005	08/20/2024	08/14/2024	P	08/2024
VC	20240807-023		0005	00140122300		41567124	08/14/2024	AG01	85.00
N	NA	PEST MANAGEMENT SERVICES	SERVICE-ANNEX CO COMM PROFESS. SERVICES		0005	08/20/2024	08/14/2024	P	08/2024
VC	20240807-024		4777	00140121400			08/20/2024	AG01	64.45
N	NA	DON SMITH	REIMB-CANAAN VALLEY CO COMM TRAVEL		4777	08/20/2024	08/20/2024	P	08/2024

TYPE	TRANS. NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANSDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	ACCOUNT NAME	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
	VENDOR NAME				PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240807-025		6064	00140222000			07/30/2024	AG01	289.00
N	NA		DOMAIN NETWORKS	.00 ANNUAL DOMAIN/VAT39766	08/20/2024	07/30/2024	6064		08/2024
VC	20240807-026		0223	00140121302			08/16/2024	AG01	369.16
N	NA		MON POWER	.00 ACCT #110 162 822 297	08/20/2024	08/16/2024	0223		08/2024
VC	20240807-027		0223	00140121302			08/16/2024	AG01	129.87
N	NA		MON POWER	.00 ACCT #110 080 536 664	08/20/2024	08/16/2024	0223		08/2024
VC	20240807-028		0223	00140121302			08/16/2024	AG01	1465.39
N	NA		MON POWER	.00 ACCT #110 088 637 100	08/20/2024	08/16/2024	0223		08/2024
VC	20240807-029		0223	00140121302			08/16/2024	AG01	14.44
N	NA		MON POWER	.00 ACCT #110 080 534 768	08/20/2024	08/16/2024	0223		08/2024
VC	20240807-030		0223	00140121302			08/16/2024	AG01	139.39
N	NA		MON POWER	.00 ACCT #110 080 533 703	08/20/2024	08/16/2024	0223		08/2024
VC	20240807-031		0223	00140121302			08/16/2024	AG01	84.14
N	NA		MON POWER	.00 ACCT #110 086 597 272	08/20/2024	08/16/2024	0223		08/2024
VC	20240807-032		0280	00541521500			07/16/2024	WM05	77.85
N	NA		CINTAS CORPORATION	.00 INV #4198971643	08/20/2024	07/16/2024	0280		08/2024
VC	20240807-033		5561	00140621900			16969395	08/11/2024	AG01
N	NA		LEAF	.00 COPIER	08/20/2024	08/11/2024	5561		08/2024
VC	20240807-034		5189	00171721700			5769473	08/12/2024	AG01
N	NA		BEARCOM	.00 CABLE	08/20/2024	08/12/2024	5189		08/2024
VC	20240807-035		5955	00171721700			2024-004	08/05/2024	AG01
N	N1		SUPERIOR AUTO DETAILING	.00 DETAIL	08/20/2024	08/05/2024	5955		08/2024
VC	20240807-036		1301	00171721900				08/06/2024	AG01
N	NA		CLEAR MOUNTAIN BANK	.00 LOAN #910006700	08/20/2024	08/06/2024	1301		08/2024

TYPE	TRANS. NUMBER	P.O. NUMBER	VENDOR	ACCOUNT NUMBER	PROJECT-TASK-COST	INVOICE	TRANSDATE	CASH-CODE	TRANS-AMOUNT
SEPARATE-CHK BOX	DISCOUNT-AMT	LIQUIDATE-AMT	DESCRIPTION	ACCOUNT NAME	DUE-DATE	DISCDATE	CHECK	CHK-DATE	SELECT POSTDATE
	VENDOR NAME				PAYEE VENDOR NO		PAYEE VENDOR NAME		
VC	20240807-037		0288	00771222300			08/02/2024	AE07	131.75
N	06		PRESTON MEMORIAL HOSPITAL	.00 MASTER ACCT #10195692	08/20/2024	08/02/2024	0288		08/2024
VC	20240807-038		4286	00773323000			3143	07/18/2024	AE07
N	N1		POLCE SEAL COATING LLC	.00 SIGN INSTALLATIONS	08/20/2024	07/18/2024	4286		08/2024
VC	20240807-039		5985	00181334100				08/05/2024	AG01
N	NA		AT&T MOBILITY	.00 ACCT #287323242654	08/20/2024	08/05/2024	5985		08/2024
VC	20240807-040		4896	00170021600			16969396	08/11/2024	AG01
N	NA		LEAF	.00 COPIERS	08/20/2024	08/11/2024	4896		08/2024

TOTAL TRANSACTION AMOUNT 26912.38

WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00371634500  
 WARNING: 2025 BUDGET HAS BEEN EXCEEDED FOR ACCOUNT 00541521500

List of invoices approved for payment  
 this 20th day of Aug, 2024  
 Int. *[Signature]*

**Assessor's Office**  
**Tax Correction List -**

Commissioner Thomas moved to approve the Tax Correction List dtd August 20, 2024, as presented by Assessor Connie Ervin in the amount of \$442.98. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioner Thomas, Stone and Smith voting yes. Motion carried. (See attached.)

**TAX CORRECTION LIST**

August 20, 2024

DIST	NAME	DESCRIPTION	REASON FOR EXONERATION	TICKET#	ACCT #	AMOUNT	YR	A
17	ROBEHEAVER KATIE J	Personal Property	Taxpayer error - incorrectly reported 06 Hummer	80000792	00267684	\$ 104.64	2023	
01	SMITH ROBERT & SARAH	Real Estate	IAS System error	2657	06195994	\$ 250.72	2024	
10	WOLFE AMANDA R & CAMERON	Personal Property	Taxpayer error - incorrectly reported 16 Niss Path	310415	00256334	\$ 87.62	2024	

*Connie R. Ervin*  
 Connie R. Ervin, ASSESSOR  
 (submitted for the taxpayer by)

*[Signature]*  
 Jay Shay, PROSECUTING ATTORNEY  
 (received notice)

TOTAL: \$ 442.98  
**ALLOWED AND PAYMENT AUTHORIZED**  
 AUG 20 2024  
*[Signature]*  
 PRESIDENT OF COUNTY COMMISSION

**Apportionments – None**

**Recognition of Scheduled Appointments –**

9:31 a.m. Justin Wolfe and Duane Hamilton, OEM/E-911  
A. Gregg’s Knob Building Purchase

Commissioner Thomas moved to approve the sale agreement with Dominion Energy in the amount of \$10 for the Gregg’s Knob Building and equipment and authorize the President of the County Commission to sign the document. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. (See attached.)

Dominion Energy Services, Inc.  
120 Tredegar Street, Richmond, VA 23219  
DominionEnergy.com



Direct Dial: (804) 787-6259  
Facsimile: (804) 787-6483  
E-mail: Jimmy.Johnson@dominionenergy.com

August 8, 2024

**VIA OVERNIGHT**

Mr. Justin R. Wolfe, Assistant Director  
Preston County - Emergency Management  
300 Rich Wolfe Drive  
Kingwood, WV 26537

**Microwave Tower Lease Agreement dated March 2, 2001 (the “Agreement”)  
between  
Virginia Electric and Power Company (“Dominion Energy”), as Tenant, and  
Preston County Commission (“Preston County”), as Landlord  
Property: Gregg Knob Tower Site, Preston County, WV**

Dear Mr. Wolfe:

As you know, Dominion Energy has removed all of its equipment from the tower and vacated the site. We are pleased to enclose an original Bill of Sale for the Telecom shelter, back-up generator and propane tank that we are transferring ownership to Preston County.

Please sign this letter and return a copy to me via email at [Jimmy.Johnson@dominionenergy.com](mailto:Jimmy.Johnson@dominionenergy.com) confirming that Dominion Energy and Preston County agree that the Agreement is terminated as of August 8, 2024 and that no further actions on behalf of either party are required.

Thank you for your assistance in this matter. If you have any questions, or need anything further at this time, please feel free to call me at (804) 787-6259.

Very truly yours,

A handwritten signature in blue ink, appearing to read "J. J. Johnson".

J. J. Johnson  
Real Estate Coordinator

Seen and Agreed to Agreement termination date of 8/8/2024:  
Preston County Commission

By: A handwritten signature in blue ink, consisting of several overlapping loops and lines.

**BILL OF SALE**  
GREGG KNOB Telecom Tower Site  
Preston County, West Virginia

VIRGINIA ELECTRIC AND POWER COMPANY (Seller) for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell and convey unto PRESTON COUNTY COMMISSION (Buyer), all of the Seller's right, title and interest in and to the following assets and property (the Property):

**A telecom shelter (aka the "Building" as defined in that certain lease dated March 2, 2001 between Buyer and Seller), a back-up generator and a propane tank all currently located on the Gregg Knob Telecom Tower Site owned by Buyer in Preston County, West Virginia.**

Seller hereby represents and warrants to Buyer that Seller is the lawful owner of the Property; the Property is free and clear of all liens and encumbrances; Seller has the right to sell the same; and Seller will warrant and defend the title against the lawful claims and demands of all persons.

The Property is sold "AS IS, WHERE IS" without any warranty whatsoever as to its quality, condition, merchantability or suitability for any particular purpose or use; provided, however, Seller represents and warrants that the Property has been installed and maintained to date in accordance with the requirements of the applicable edition of the National Electrical Safety Code, the National Electrical Code, Buyer's established standards and any applicable building code.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed as of this 8<sup>th</sup> day of AUGUST, 2024.

SELLER:

VIRGINIA ELECTRIC AND POWER COMPANY

By: Kyle M. Young

Name: KYLE M. YOUNG

Title: AUTHORIZED REPRESENTATIVE

**B. Budget Revision**

Commissioner Thomas moved to approve the budget revisions as presented by Duane Hamilton for OEM/E911. Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried. (See attached.)



**PRESTON COUNTY**  
**E-911 Communication Center**

300 Rich Wolfe Dr.  
Kingwood, WV 26537  
Phone: 1-304-329-1855  
Fax: 1-304-329-2530

**Director: Duane Hamilton**

**Deputy Director: Justin Wolfe**

August 20, 2024

To: Preston County Commission  
106 W Main St, Suite 202  
Kingwood, WV 26537

Re: BUDGET REVISION

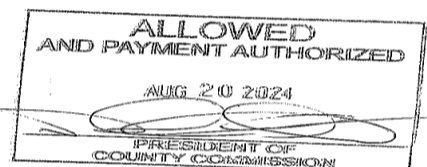
Increase: 001-382-005                      \$2,661.83

Increase: 001-717-217-05                 \$2,661.83

Reason: Insurance Repairs  
Car #57

Thank You,

Duane Hamilton





# PRESTON COUNTY

## E-911 Communication Center

300 Rich Wolfe Dr.  
Kingwood, WV 26537  
Phone: 1-304-329-1855  
Fax: 1-304-329-2530

Director: Duane Hamilton

Deputy Director: Justin Wolfe

August 20, 2024

To: Preston County Commission  
106 W Main St, Suite 202  
Kingwood, WV 26537

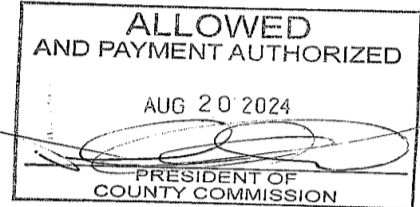
Re: BUDGET REVISION

Increase: 007-299-000 \$153,074.00

Increase: 007-712-219 \$12,000.00

Increase: 007-712-216 \$50,000.00

Increase: 007-712-459 \$91,074.00



Reason: Budget Revision Carryover

Thank You,

Duane Hamilton

### RESOLUTION

At a regular session of the county commission, held (Month, day and year) August 20, 2024 the following order was made and entered:

**SUBJECT:** The revision of the Levy Estimate (Budget) for the County of PRESTON. The following resolution was offered:

**RESOLVED:** That subject to approval of the State Auditor as ex officio chief inspector of public offices, the county commission does hereby direct the budget be revised **PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS**, as shown on budget revision number 4, of the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by Commissioner Thomas, and duly seconded by Commissioner Stone the vote thereon was as follows:

	<input checked="" type="radio"/> Yes or No
	<input checked="" type="radio"/> Yes or No
	<input checked="" type="radio"/> Yes or No

**WHEREUPON**, President Smith, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the County Clerk is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

9:35 a.m. Cynthia Miller and Thomas Mitter – Regarding Opioid Settlement Fund

Neither party showed up for this appointment.

9:45 a.m. Jim Fields, Sheriff – Update on Tax Office

Sheriff Fields called this the “long awaited Moe settlement” that accounts for the time that the late Sheriff Paul Pritt was still overseeing the Tax Office which ended April 30<sup>th</sup> and says once this is approved the next two months should be a breeze.

He said the one fallacy is that they have spent \$20K looking for \$1K and he has decided not to spend any more looking for it. Somewhere, there’s a mistake of \$1,015.00 which they have not been able to find.

Mr. Raybeck personally thanked the Sheriff for all his work on the matter and expressed his willingness to take on the task has been greatly appreciated. He offered to look at the documents to see if he could find anything before moving forward.

**Approval of Minutes – August 6, 2024 and August 14, 2024**

Commissioner Stone moved to approve the Minutes of August 6, 2024 and August 14, 2024. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried.

**Estate Settlements – August 5, 2024 thru August 9, 2024**

Commissioner Thomas moved that the proceeding estate settlements and/or waivers thereof, having been filed for a period of ten (10) days prior to the commencement of this term and there being no exceptions or objections filed thereto, be approved and confirmed. (See attached.)

United States of America



State of West Virginia

County of Preston, ss:

**Settlement List**

Notice is hereby given that the following estate(s) have been submitted for settlement from 08/05/2024 thru 08/09/2024 in the Preston County Clerk's Office at 106 West Main Street, Suite 103, Kingwood, WV 26537-1131. For approval by the Preston County Commission on Tuesday, August 20, 2024.

ESTATE NUMBER: **4879**  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: August 09, 2024  
ESTATE NAME: **DONALD R. CROSS SR.**  
ADMINISTRATRIX: VELMA M. CROSS  
  
ESTATE NUMBER: **4835**  
SETTLEMENT TYPE: Affidavit and Waiver of Final Settlement  
SETTLEMENT RECORDED: August 05, 2024  
ESTATE NAME: **SHARON R. DODD**  
EXECUTRIX: BRENDA GAIL GOSS YANCY

Subscribed and sworn to before me on 08/14/2024.

*Linda Huggins*

Clerk of the Preston County Commission

By: *Ashley Cole*  
Ashley Cole, Deputy Clerk

Commissioner Stone seconded the motion. A roll call vote was taken with Commissioners Thomas, Stone and Smith voting yes. Motion carried.

**Proceedings in Vacation – August 8, 2024 through August 14, 2024**

Under **New Business** Commissioner Stone moved to dispense with the reading in open court of the Proceedings of the Clerk of this Commission, had in vacation on August 8, 2024 thru August 14, 2024 inclusive, and to approve and confirm the same as presented by the County Clerk, there having been no exception or objections filed thereto. (See attachment.)

**United States of America**



**State of West Virginia**

**County of Preston, ss:**

**Clerk's Fiduciary Report**

**Estates from Thursday, August 8, 2024, through Wednesday, August 14, 2024**

The County Commission of Preston County this 20<sup>th</sup> day of August, 2024 proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before her during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

**On, Thursday, August 8, 2024, the following matters were disposed of in the presence of the Clerk:**

More than 30 days since the date of death or the surviving spouse or heir, upon a motion, **CHARLES BUCKINGHAM** was appointed and qualified as **ADMINISTRATOR** of the estate of **BENJAMIN JESSE BUCKINGHAM**, deceased. Bond was 15,000.00.

**On, Monday, August 12, 2024, the following matters were disposed of in the presence of the Clerk:**

More than 60 days since the date of death or the surviving spouse or heir, upon a motion, **CONNIE STEMPLER** was appointed and qualified as **SUCCESSOR** of the Small Estate Affidavit Intestate that was filed for of **SCOTT D. STEMPLER**, deceased. No bond was required.

The last will and testament of **RUBY DONALDA BOLYARD**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**DIAMELEN SUE BOWMAN**, who was named in the last will and testament of **RUBY DONALDA BOLYARD**, deceased, as **ADMINISTRATRIX CTA** thereof, qualified as such. Bond was 25,000.00.

**On, Tuesday, August 13, 2024, the following matters were disposed of in the presence of the Clerk:**

A duly exemplified copy of the last will and testament of **JAMES A. SHANLEY**, deceased, a late resident of **ALLEGHENY, PENNSYLVANIA**, was admitted to record. And an Ancillary Affidavit Testate was filed.

The last will and testament of **WENDELL G. HILEMAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record. And a Small Estate Affidavit Testate was filed.

**LISA A. HILEMAN**, was named, as **SUCCESSOR** thereof, qualified as such. No bond was required.

Subscribed and sworn to before me on 08/14/2024.

*Linda Higgins*

Clerk of the Preston County Commission

By: *Ashley Cole*  
Ashley Cole, Deputy Clerk

Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried.

**Fiduciary Commissioner Report –**



Old Business- Consideration and/or action –

New Business – Consideration and/or action –

A. Multi-Jurisdictional Hazard Mitigation Plan Update Adoption Resolution

Commissioner Stone moved to approve and authorize the commission to sign and adopt the Resolution for the Multi-Jurisdictional Hazard Mitigation Plan. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

PRESTON COUNTY COMMISSION

Don Smith, President  
Hunter Thomas, Commissioner  
Samantha Stone, Commissioner



**Multi-Jurisdictional Hazard Mitigation Plan Update Adoption Resolution**

**PRESTON COUNTY, WEST VIRGINIA**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COMMISSIONERS OF PRESTON COUNTY, WEST VIRGINIA, TO ADOPT THE REGION VI PLANNING AND DEVELOPMENT COUNCIL'S MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

WHEREAS, the Region VI Planning and Development Council (PDC) authorized the preparation of a Multi-Jurisdictional Hazard Mitigation Plan Update ("Hazard Plan Update") on behalf of its constituent counties and municipalities; and

WHEREAS, Skelly and Loy, Inc., was selected as the consultant to assist the PDC in the preparation of the Hazard Plan Update; and

WHEREAS, a Steering Committee held a public meeting to consider the draft Hazard Plan Update on December 5, 2023; and

WHEREAS, the Steering Committee and the PDC recommended that each county and municipality in the Region VI PDC area adopt the Hazard Plan Update; and

WHEREAS, the County Board of Commissioners recognizes that the Hazard Plan Update is a non-binding, policy-oriented guidance document for the management of natural hazards and therefore desires to adopt the Hazard Plan Update as the official Hazard Plan Update for the County.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Commissioners, as follows:

Section 1: The County Board of Commissioners adopts the Hazard Plan Update entitled "Region VI Planning and Development Council Multi-Jurisdictional Hazard Mitigation Plan Update" hereinafter referred to as the "Hazard Plan Update", together with its appendices, prepared by Skelly and Loy, Inc., in the form and content presented at a duly advertised public meeting, as the County Hazard Plan Update for Preston County.

Section 2: The Hazard Plan Update as adopted by the Commissioners shall include the following chapters and all charts, tables, diagrams, appendices, figures and textual matter contained therein:

Preston County Courthouse Annex • 106 West Main Street, Suite 202, Kingwood, West Virginia 26537  
Phone (304)329.1805 • Fax (304)329.3192 • TDD (304)329.0652  
www.prestoncountywv.gov


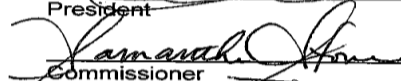

- I. Introduction
- II. Hazard Identification and Risk Assessment
- III. Mitigation Strategy
- IV. Capability Assessment
- V. Plan Maintenance Process

Section 3: The Hazard Plan Update shall include the regional hazard event profile maps entitled:

- 1. Doddridge County, WV
- 2. Harrison County, WV
- 3. Monongalia County, WV
- 4. Taylor County, WV
- 5. Preston County, WV
- 6. Marion County, WV

Section 4: This Resolution shall become effective and be in force immediately.

DULY ADOPTED this 20<sup>th</sup> day of August, 2024, by the Commissioners of Preston County, West Virginia, in lawful session duly assembled.

By:   
President  
  
Commissioner  
  
Commissioner

**Courthouse Reconfiguration Project Report-Consideration and/or action**

A. Update from Facilities Supervisor

Courthouse -

- Waiting for the bullet proof doors to come in and be installed.
- IT people will be coming soon to work on Supreme Court things.
- Working on some restroom fixtures
- Getting ready to start demoing Monday – Electricians will be on site Thursday and Friday

Animal Shelter –

- Danny & Cecil continue working on the electrical project at the shelter.

Sheriff’s Office

- The facility supervisor has requested a better quote on fixing the floor drains in the sheriff’s office. He hopes to have the information to present at next week’s meeting.

**County Administrator’s Report – Consideration and/or action**

A. EMS Advisory board applications due by August 22, 2024

Reminder: anyone interested in serving on the EMS Advisory Board should submit a resume and a statement of qualifications to the Preston County Commission Office no later than the end of business on Thursday, August 22, 2024.

B. Budget Revisions – see budget revisions above under recognition of public 9:31 a.m., B.

C. Miscellaneous Correspondence

- Commissioner Stone moved to approve and authorize the President to sign the Memorandum of Understanding, for the Resource Officer at Preston High School, between the Preston County Board of Education and the Preston County Commission. Commissioner Thomas seconded the motion. A roll call vote was taken with Commissioners Stone, Thomas and Smith voting yes. Motion carried. (See attached.)

**Proposed Memorandum of Understanding (MOU) Agreement  
School-Based Law Enforcement Resource Officer at Preston High School**

Agreement is made on this the 12<sup>th</sup> day of August, 2024 among the Board of Education of the County of Preston, West Virginia, the County Commission of Preston County, West Virginia, and the Sheriff of Preston County, West Virginia as follows:

**WITNESSTH:**

**Whereas**, the Board of Education of the County of Preston (hereinafter “Board”) agrees to purchase from the County Commission of Preston County (hereinafter “Commission”) and the Sheriff of Preston County (hereinafter “Sheriff”) and the Commission and Sheriff agree to provide for the Board a School Based Law Enforcement Resource Officer (hereinafter “SRO”) at Preston High School and feeder schools (for a 180-day period, with provision of services as much as current staffing levels allow), his or her vehicle, supplies and equipment, and the Board agrees to reimburse the Commission for its expenses in providing the said SRO.

**Whereas**, the Board, the Commission, and the Sheriff desire to set forth in this School Based Law Enforcement Resource Officer Agreement (hereinafter “Agreement”) the specific terms and conditions of the services to be performed and provided by said SRO in the public schools of Preston County.

**Now, Therefore, The Parties Hereto Agree As Follows:**

<b>1.0</b>	<b>Goals &amp; Objectives</b> —It is understood and agreed that the Board, the Commission, and the Sheriff share the following goals and objectives with regards to the SRO Program.
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- 1.1:** To foster a relationship of cooperation with mutual support between students and staff and to maintain a safe school environment.
- 1.2:** The SRO to attend extracurricular activities as designated by school officials and the Sheriff. It is understood that any applicable overtime wages would be provided as required.
- 1.3:** To act swiftly and cooperatively when responding to major disruptions & criminal offenses at school such as disorderly conduct by trespassers, weapons on campus, the sale and/or distribution of controlled substances, riots, and/or other exigent emergency situations.
- 1.4:** To investigate crimes that occur at the school(s)
- 1.5:** To cooperate with law enforcement officials in their investigations of criminal offenses that occur off campus involving students within the school district.

<b>2.0</b>	<b>Employment and Assignment of School Resource Officer.</b>
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**2.1:** The Commission and Sheriff agree to employ one SRO during the term of this Agreement. The SRO shall be an employee of the Sheriff and shall be subject to his/her administration, supervision and control, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

**2.2:** The Commission and Sheriff agree to pay the SRO's salary and benefits in accordance with the applicable salary schedules and employment practices of the Commission and Sheriff's Department. The SRO shall be subject to all other personnel policies and practices of the Commission and the Sheriff's Department, except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

**2.3:** The Sheriff shall have the power and authority to hire, discharge, and discipline the SRO taking into consideration feedback provided by Board administration.

**2.4:** The SRO shall be assigned by the Sheriff with input provided by the Board following in-person interviews if requested by the Board. The Sheriff shall replace the SRO upon the request of and for good cause shown by the Superintendent.

**2.5:** If the SRO is to be absent from duty, the SRO shall notify the Sheriff and the school principal of which they are assigned as soon as it is practical, but no later than 6:00 AM on the day of the absence. However, it is understood that emerging situations that are unforeseen to the SRO may occur and require he/she be dispatched to respond, which would result in delayed notification of an absence or late arrival. If a substitute SRO is not assigned, the Sheriff/Commission shall deduct the amount from its invoice to the Commission Board, as provided in Section 14.2 herein. If an SRO is absent for more than 10 consecutive days, the Sheriff may assign another SRO to assume and perform the duties of the absentee.

<b>3.0</b>	<b>Duty and Hours</b>
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**3.1:** The SRO shall be on duty for 40 hours a week, with any overtime hours related to duties as an SRO to be paid by the Commission and reimbursed by the Board. SRO duty hours are during regular school hours when students are required to attend until school dismissal. However, these hours may vary by mutual agreement between the Superintendent of Schools and the Sheriff. It is understood that any applicable overtime wages would be provided as required.

**3.2:** Time spent by the SRO attending court cases arising from their employment as an SRO shall be considered as hours worked under this Agreement.

**3.3:** Only in emergency situations or as other circumstances warrant based on current staffing levels, should the Sheriff order the SRO to leave the school during normal duty hours or prior to the school day to complete tasks not related to the duties provided in this Agreement. Those hours shall not be considered hours worked under this Agreement and the Board shall deduct that amount from its reimbursement to the Commission as provided in Section 14.2 herein.

**3.4** The SRO will coordinate all time off, court appearances and training with school's principal or PCS safety Coordinator.

<b>4.0</b>	<b>Basic Qualifications of the SRO</b>
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**4.1:** Shall be a sworn law enforcement officer with at least two years of law enforcement experience. (PREFERRED).

**4.2:** Shall possess a sufficient knowledge of relevant federal and state laws; local ordinances; and Board policies, regulations, and procedures.

**4.3:** Shall be capable of conducting criminal investigations.

**4.4:** Shall possess an even temperament, demonstrate an ability to effectively work with school-age children, and serve as a positive example for students.

**4.5:** Shall possess communication skills that enable the SRO to function effectively within the school environment.

**4.6:** Shall be physically and mentally fit to perform the duties of a law enforcement officer.

<b>5.0</b>	<b>Duties of the SRO</b>
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**5.1:** To protect the lives and property of the citizens and students of the County.

**5.2:** To enforce federal, state, and local criminal laws and ordinances, and to assist school officials with the enforcement of Board policies, regulations, and procedures regarding student conduct that would be considered criminal in nature.

**5.3:** To investigate criminal acts committed on or adjacent to school property that may affect the school, its students, or Board employees.

**5.4:** To counsel students at Preston High School and feeder schools in special situations as requested by the principal or the principal's designee.

- 5.5:** To answer questions that students or staff may have about criminal or juvenile laws.
- 5.6:** To assist other law enforcement officers with outside investigations concerning students attending Preston High School or other feeder schools.
- 5.7:** To provide security for special school events or functions, such as meetings or athletic events at the request of the school principal, Board or PCS safety coordinator
- 5.8:** To provide traffic and parking control / supervision during normal school hours for the safety and protection of students, staff, and the general public.
- 5.9** The SRO will respond to all calls for service or coordinate alternative law enforcement response to all calls for service at all 10 Preston County School facilities. At no time is the SRO responsible for any administrative function at any PCS school. The SRO's ability to respond to calls for service at the schools will never be dictated by the presence or absence of PCS principals to various schools.
- 5.10:** The SRO will not function as a school disciplinarian. It is not the responsibility of the SRO to intervene with the normal disciplinary procedures in the school.
- 5.11:** Any records generated by the Officer as part of his/her duties as an SRO shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (24 CRF 99.30 and 99.31).

<b>6.0</b>	<b>Chain of Command</b>
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- 6.1:** As an employee of the Commission and the Sheriff's Department, the SRO shall follow the chain of command as set forth by the Sheriff.
- 6.2:** In performing his or her duties, the SRO shall coordinate and communicate with the principal or the principal's designee of Preston High School or Board safety coordinator.

<b>7.0</b>	<b>Training / Briefing</b>
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- 7.1:** The SRO shall attend training and briefing sessions deemed necessary by the Sheriff or the Superintendent of Schools. The Superintendent of Schools or his designee shall have the right to attend and to participate in such briefing sessions.
- 7.2:** Appropriate law enforcement training will be provided to the SRO by the Sheriff. The Board shall provide training to the SRO regarding policies, regulations, procedures, training on working with special needs students, SRO certifications, and ensure that the SRO has access and training in use of school communication tools and protocols, video surveillance systems, and the student information system (WVEIS).

<b>8.0</b>	<b>Dress Code</b>
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- 8.1:** The SRO shall be provided by the Sheriff and required to wear a departmental-issued uniform.

<b>9.0</b>	<b>Supplies and Equipment—The Commission and/or Sheriff agree to provide the SRO with the following equipment.</b>
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- 9.1: Motor vehicle.** The Commission and/or Sheriff shall provide a standard patrol vehicle for the SRO. In addition, the Commission and Sheriff agree to:
  - a) maintain the vehicle assigned to the SRO
  - b) pay for gasoline, oil, replacement tires, and other expenses associated with the operation of said vehicle
  - c) purchase and maintain comprehensive general auto liability insurance on said vehicle
- 9.2: Weapons and Ammunition.** The Sheriff agrees to provide the standard issue pistol and rounds of ammunition for the SRO.
- 9.3: Office Supplies.** The Board agrees to provide the SRO with office space on the campus of Preston High School along with needed office supplies needed to complete his/her duties.

<b>10.0</b>	<b>Transporting Students</b>
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- 10.1:** The SRO shall not transport students in their vehicles unless the student is a victim of a crime, under arrest, or some other exigent circumstances exist.
- 10.2:** If a student to be transferred off campus is not under arrest, not a crime victim, and no other exigent circumstance exists, the school principal or designee shall arrange transportation for the student.
- 10.3:** The SRO shall notify the school principal or designee before removing a student from campus

<b>11.0</b>	Investigation, Interrogation, Search and Arrest Procedures. The Sheriff's standard operating procedures (SOP) shall apply to the SRO regarding investigations of crimes; along with interrogations, searches, and arrests of students.
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**11.1:** Law enforcement officers are responsible for enforcing the law on public streets including at school bus stops. Accordingly, the SRO shall assist school officials and coordinate with local law enforcement agencies in the investigation of crimes that occur at bus stops and while students are walking to and from school.

<b>12.0</b>	Access to Student Records
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**12.1:** A SRO's access to confidential student information maintained by the schools shall be in compliance with the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR Part 99). If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

<b>13.0</b>	Terms of Agreement- The term of this agreement is 180 days (understanding that reductions in the contract will be made based on availability of the SRO) commencing and ending in conjunction with the Preston County Schools Student Calendar The employment term is targeted to begin on August 19, 2024 and end no later than June 30, 2025. The SRO will work under the direction of the Sheriff outside of the contractual terms of this agreement.
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<b>14.0</b>	Consideration
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**14.1:** For and in consideration of the Commission and the Sheriff providing the SRO Program as described herein, the Board agrees to reimburse the Commission for the full cost of the SRO Program, as determined by the Finance Officer of the County, subject to the approval of the Board in an amount sufficient to fund the said Program. The total estimated potential reimbursement costs for the term of this Agreement are \$70,000 for the SRO assigned according to this Agreement.

<b>ACCEPTED BY:</b>	<b>VENDOR:</b>
LOCAL EDUCATION AGENCY: _____	COMPANY NAME: _____
SIGNED: <u>Bradley R. Martin</u>	SIGNED: _____
TITLE: <u>Superintendent</u>	TITLE: _____
DATE: <u>8/12/24</u>	DATE: _____

## AGREEMENT ADDENDUM

In the event of conflict between the addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any reference in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses fixing the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCE  
LOCA  
SIGN  
TITLE  
DATE

VENDOR  
COMP  
SIGN  
TITLE  
DATE

- 2 -

THE SHERIFF OF PRESTON COUNTY

By: 

Attest: 

**PURCHASING POLICIES AND PROCEDURES MANUAL  
FOR LOCAL EDUCATIONAL AGENCIES**

### Agreement Addendum

Attached is a universal "Agreement Addendum" form which an LEA should complete and include as a part of the final contract/agreement any time a vendor requires the LEA to sign the vendor's contract/agreement or the vendor submits alternate language with its bid or contract. LEAs are urged to execute the Agreement Addendum for all contracts, agreements, or leases where equipment with maintenance is included.

14.2: The compensation shall be paid by the Board to the Commission on a mutually agreed upon schedule established between the Board and the Commission. The Sheriff/Commission shall deduct from this installment for times when no SRO was on duty at the school according to the terms of this Agreement. This will be determined by submitted time sheets from the Officer that documents time worked by the SRO at the school.

15.0	Insurance
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15.1: The Commission and/or Sheriff shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the Agreement.

15.2: The Board is not the employer of the SRO and is not directly responsible for evaluation (however feedback should be provided by school and district personnel); fitness for duty; or training other than that required in Section 7.2 of this Agreement.

16.0	Evaluation- It is mutually agreed that the Board shall evaluate annually the SRO Program and the performance of the SRO assigned at Preston High School. It is further understood that the Board's evaluation of the SRO is to be taken into consideration; however, the Sheriff or designee retains the final authority to evaluate the performance of the SRO annually.
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17.0	Notices- Any and all notices or any other communication herein required or permitted shall be deemed to have been given or deposited in the United State Postal Service as regular mail, postage prepaid, and addressed as follows:
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Bradley R. Martin, Superintendent  
Preston County Schools  
731 Preston Drive  
Kingwood, WV, 26537

Don Smith, President  
Preston County Commission  
106 West Main Street, Suite 202  
Kingwood, WV 26537

Jim Fields, Sheriff  
Preston County Sheriff's Department  
103 West Main Street  
Kingwood, WV 26537

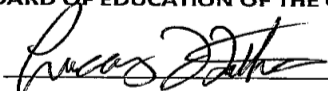
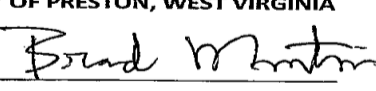
18.0	Good Faith- The Board, Commission, and Sheriff, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of Schools, the Commission, and the Sheriff or their designees.
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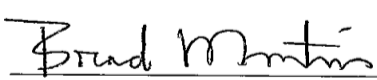
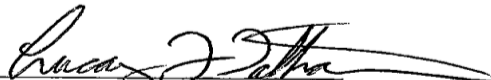
19.0	Modification- This document, along with the Agreement Addendum attached hereto, constitute the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by both parties to be changed.
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20.0	Termination of Agreement- This agreement may be terminated by either party upon 45 days written notification that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon 90 days written notification. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Commission for all services performed to date of termination. The Board shall be entitled to a pro-rated refund for that period of time when the SRO services are not provided because of the termination of this Agreement.
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- *In Witness Whereof, the parties hereto have caused this School Based Law Enforcement Officer Agreement to be executed the day and year first written above.*

THE BOARD OF EDUCATION OF THE COUNTY OF PRESTON, WEST VIRGINIA

By:  

Attest:  

THE COUNTY COMMISSION OF THE COUNTY OF PRESTON, WEST VIRGINIA

By: 

Attest: \_\_\_\_\_

- Mr. Raybeck received a Letter from the Governor’s Office regarding the 1st allocation of Fire Protection Funds that will be distributed to the fire departments of the county, that have in place a countywide excess levy or fee dedicated to fire or emergency services in the amount of \$57,792.60 with no idea when the funds will be distributed. A second distribution will occur in the near future. (See attached.)



*Jim Justice*  
 Governor of West Virginia

August 14, 2024

Preston County Commission  
 106 W. Main St., Suite 202  
 Kingwood, WV 26537

Re: All County Fire Protection Funding

Commissioners:

During the most recent Regular Session, we passed HB 5128, which I proudly signed into law. This legislation sets aside \$3,000,000 to the All County Fire Protection Fund and is a huge win for our courageous firefighters.

These funds are to be distributed in relative proportion to each county’s population as a percentage of the entire state’s population. This percentage is then used to allocate the county’s portion of the \$3,000,000 fund.

I am pleased to announce the first allocation of these funds for 2024. Your county should be receiving \$57,792.60 as part of the All County Fire Protection Fund distribution.

The legislation requires my office to distribute these funds directly to County Commissions. County Commissions are further required to distribute these funds to fire departments in those counties for the exclusive benefit of fire protection or emergency services in the county.

A second allocation of funds will be distributed in the near future to counties which have in place a countywide excess levy, or a countywide fee, dedicated to fire or emergency services.

Sincerely,

Jim Justice  
 Governor

State Capitol | 1900 Kanawha Blvd., East, Charleston, WV 25305 | (304) 558-2000

**Personnel Matters – Consideration and/or action**

A. Executive Session

**Legal Matters - Consideration and/or action**

A. Executive Session

**Information**

**Commissioners Comments**

At 9:55 a.m., there being no further business to come before the Commission, President Smith declared the Regular Session adjourned.

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Commissioner

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Commissioner

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Commissioner

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08/20/2024