



CITY OF CHARLESTON West Virginia

Council Member – 10th WARD



Keeley Steele
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Charleston, WV 25311
Telephone: 304-250-9463
E-mail: keeleysteele@gmail.com

Public Safety Committee, Chair
Ordinance and Rules Committee

TO: Public Safety Committee
FROM: Keeley Steele, Chair
RE: Committee Meeting

THIS MEETING WILL TAKE PLACE AND CAN BE ATTENDED IN PERSON AND CAN BE VIEWED LIVE VIA CIVICCLERK

<https://charlestonwv.civicclerk.com/web/home.aspx>

AV Room #308, 3rd Floor, City Hall
Charleston, WV

There will be a Committee meeting of Public Safety on May 28, 2021 at 5:30 PM

Agenda

APPROVAL OF PREVIOUS MINUTES

1. 3-30-2021

PUBLIC SPEAKERS

1. INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE MEETING PLACE NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. OR COMMENTS MAY BE SUBMITTED TO THE CLERK'S OFFICE VIA EMAIL NO LATER THAN 4:00 pm ON 5-28-21 TO BE READ DURING THE MEETING.
nicole.smith@cityofcharleston.org

RESOLUTIONS

1. Resolution No. 472-21 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston – West Side Middle School, Capital High School and George Washington High School.

Adjournment

KS/ns

MINUTES

PUBLIC SAFETY COMMITTEE MEETING

5:00 P. M., MARCH 30, 2021

Keeley Steele, Chairperson, called the meeting of the Charleston City Council Committee on Public Safety to order at 5:00 p.m., MARCH 30, 2021 in West Hall 1 of the Charleston Coliseum and Convention Center, and was made available as a live stream via Zoom per the agenda.

Committee Members Present:

Keeley Steele, Chair
Chuck Overstreet, Vice Chair
Pat Jones
Bruce King
Deanna McKinney
Shannon Snodgrass
Tiffany Wesley-Plear

Other Councilmembers Present:

Adam Knauff
Jennifer Pharr

1. Approval of Previous Minutes –
Councilmember Snodgrass moved to approve the minutes of the previous meeting on 2-24-2021. Councilmember King seconded the motion. There was no objection and the minutes were approved.

2. To Review the Results of the Survey – The results of the survey can be viewed <https://charlestonwv.civicclerk.com/Web/Player.aspx?id=1220&key=-1&mod=-1&mk=-1&nov=0> and will be made available upon request to the Clerk's Office

Councilmember King stated that the results of the survey speak for itself. He appreciated the time of those involved that completed the survey.

Councilmember Snodgrass noted that

- 86.76% of the respondents do not believe that the Health Department's needle program was good for the City of Charleston.
- 83% believe that the Health Department's needle program led to an increase in crime.
- 89.7% believed tat needle programs increase the likelihood of an accidental needle prick for the public, Refuse employees and First Responders.
- 89.7% believed that needle programs increase syringe litter throughout the community.
- 83% believed that needle programs result in an increase in the number of intravenous drug users coming into the City from outside areas.
- 88.9% believed that participants in a needle program should be required to meet with a medical professional during each visit to the program.
- 91.9% believed that participants in a needle exchange program should be required to return their used needles to receive new ones.
- 83.8% did not believe that additional needle programs are needed within the City.
- 52.2% had not been asked for their opinion regarding needle exchange programs in the City of Charleston.
- 16.9% have been stuck by a needle in the course of their work.
- 77.9% know how to properly handle a syringe needle.

Councilmember Snodgrass added that it is imperative that they listen to their first responders.

Councilmember Wesley-Plear added that while all the responses were from City workers, there really wasn't a breakdown of how many from each department there were. Some professions are more exposed than others. Councilmember Wesley-Plear added that was also a difference in the Health Department's program in 2018 versus recently.

Councilmember Steele added that according to the HR reports that she received (dating from 2015), the majority of incidents involving needles came from Refuse. She added that the source of those discarded needles (from diabetics, drug use or other) is not known. The second highest degree of incidents were from the CPD (none reported in 2016). There were no reported incidents from the Fire Department since 2015.

Councilmember Wesley-Plear stated that it is important to note that 77.9% knew how to properly handle a syringe needle, because education is important and should continue.

Councilmember Snodgrass stated that the additional comments were important to read.

Councilmember Jones added that the locations of reported needles were important.

Councilmember King added that there had been comments about how 2/3 of the employees did not respond. In any survey, a 30% response rate is astronomical, adding that the WV Drug Institute's response rate was much lower.

Councilmember Jones read 2 responses:

- Don't hand them out, period. Let's just use common sense on this, more needles will do more harm than good. People that have no idea what PD deals with can't understand how big a problem this is. Come join me on one of my frequent abandoned house searches where there are needles left laying [sic] around like cigarette butts, not one or two but literally dozens of open dirty needles. The individuals in support of this need to stop and think for a moment...
- Supporting the needle exchange is a punch in the gut to law enforcement and emergency responders. It's a heartless and thoughtless thing to do regarding the individuals that have been stuck by a dirty needle as well as a slap in the face of their family. Let's put our time and effort and money into healing individuals from their addictions instead of condoning it.

Councilmember Wesley-Plear added that there were also responses using terms like "junkies." At the last meeting, they heard from representatives of some groups using this kind of terminology. There needs to be a mindset change to understand that they are dealing with people on both sides, and they need to not be biased. Councilmember Wesley-Plear added that she would have wanted to know the circumstance around the responders finding the needles and/or being stuck by a needle.

3. Bill No. 7893 - A BILL to amend and reenact the Municipal Code of the City of Charleston relating to requiring any distribution of hypodermic needles within the City of Charleston to be performed by persons or entities that have a certification as a Harm Reduction Program from the State of West Virginia in addition to any required state license; eliminating the ability for the Chief of Police to provide exceptions, and establishing penalties for violations.

Councilmember Steele asked City Attorney, Kevin Baker, to give an overview of the bill. Baker stated that the bill eliminates sections related to the Chief of Police being able to sponsor, approve and participate in needle exchange programs, and authorizing the Chief of Police to create rules related to needle exchange programs. The bill increases the penalty for violation of the ordinance. Section 78-381 would make it unlawful for any person to distribute any hypodermic syringes, needles or other similar objects used or designed for injecting substances into the human body without obtaining and having certification as a harm reduction program from the West Virginia Bureau of Public Health and any licenses required under State law to do so. Section 78-382 specifies that every person under the organization shall comply with all applicable state regulations.

Baker noted that there was currently a bill in Legislature that addresses similar topics, which will be resolved in approximately 10 days. If that bill were to pass, it would go to the Governor for signature or veto. Baker added that his general legal advice would be to wait to see what the State does. Councilmembers Snodgrass and King stated that this was a City matter. Baker replied that the current City law was drafted incorrectly as it relates to State law. Councilmember McKinney requested that Baker be allowed to finish speaking. Baker continued that if the bill in front of Legislature passes, it would require programs to be licensed with the West Virginia Office for Health Facility Licensure and Certification not with the West Virginia Bureau of Public Health as Bill No. 7893 currently states.

Councilmember Snodgrass confirmed with Baker that if the State passed their bill (and the bill is more restrictive), then it would supersede the City's less restrictive bill. Baker clarified that if the State bill requires a license by the West Virginia Office for Health Facility Licensure and Certification and the City requires certification from the DHHR, then it would not match under the law. Councilmember Snodgrass stated that they should address things that are happening today, not many months from now. Baker added that the State has to act by April 10th.

Councilmember King submitted an amendment to Bill No. 7893 (additionally supported by Councilmembers Snodgrass and Jones), adding that a number a survey responses mentioned that they would like a 1:1 program model, to track the needles that are distributed, and for participants to see a medical provider at every visit.

On Page 2, Section 78-382, at Line 35, after the word "regulations.", by inserting the following: "In addition, every Harm Reduction Program operating within the City of Charleston shall (1) receive one returned syringe for every syringe it distributes; (2) maintain a confidential list of the number of syringes dispensed and returned by the program participant for every visit; (3) individually mark each syringe it dispenses with identifying information that clearly and unambiguously allows for the identification of each syringe dispensed by the program that dispensed it; and (4) document at every visit that each participant was offered medical services, including mental, behavioral health, and drug treatment services, by a licensed or certified health care provider."

Councilmember Wesley-Plear wanted to know if the needle identification would be connected to the participant or the program. Councilmember King answered that it would be identified by the program.

Councilmember Snodgrass motioned to approve the amendment. A roll was taken:

Yeas: Overstreet, Jones, King, McKinney, Snodgrass, Wesley-Plear

Nays: Steele

With the Yeas being in the majority, the amendment was approved.

Councilmember Wesley-Plear submitted an amendment to Bill No. 7893 as amended, adding that the intent is that hospitals are not included under the rules are they are equipped to handle it.

On Page 1, Section 78-381, at Line 30, after the period, by inserting the following: "Notwithstanding the foregoing, a hospital licensed by the West Virginia Department of Health and Humans Resources' Office of Health Facility Licensure and Certification is exempt from the requirements of this article."

Councilmember Snodgrass asked if Councilmember Wesley-Plear wrote the amendment. Councilmember Wesley-Plear replied that she did not, but she worked with the City Attorney to write it after having conversations with Matt Sutton and Baker. While she did not initiate it, she fully supports the proposed amendment. Councilmember Snodgrass stated that the previous amendment was proposed due to the feedback from the public and survey that there needed to be accountability (coding the needles, seeing a medical provider, etc.). She added that the proposed amendment would allow hospitals to choose whether or not to do those things. Councilmember McKinney stated that they should be discussing the merits of the amendment, not where it came from.

Councilmember Jones stated that he did not understand why a hospital would have to have a different set of rules. Councilmember McKinney asked why a hospital would not act responsibly. Councilmember Wesley-Plear added that a hospital would also have more resources, such as mental health and a variety of substance abuse programs to offer. She added that she would feel comfortable having a hospital in charge of those programs and would not question their medical expertise.

Councilmember King asked what would prevent a hospital from contracting with a third party for a harm reduction program. Councilmember Wesley-Plear replied that they shouldn't be prevented from partnering with a third party, adding that if they are partnering, then they would be held liable. Councilmember King replied that did not have anything to do with the language of the bill as amended. Councilmember Snodgrass added that in 2015, Council allowed medical professionals to run a harm reduction program and it was a disaster to the community. Councilmember McKinney stated that there was no way a hospital would hand out needles without additionally offering other avenues of help. Councilmember Snodgrass stated that a hospital should comply with the rules as stated in the bill. Councilmember Jones asked if the Cabin Creek Clinic was considered a hospital. Baker added that the Office of Health Facility Licensure website lists: CAMC, Thomas, Highland and the Surgical Center as listed as hospitals in Kanawha County.

Councilmember Overstreet stated that his major concern is for the 1:1 exchange. He would prefer that all entities be required to follow the guidelines rather than trust that they will. Councilmember McKinney added that the point is that there is accountability. Councilmember King stated that the requirements should be for everyone. Councilmember Stelle added that Bill No. 7893 as amended would preclude hospitals from participating in a harm reduction program and ssp, but it wouldn't allow them any

more leeway than what the amendment states.

Councilmember Wesley-Plear motion to approve the amendment to Bill No. 7893 as amended. Councilmember Steele seconded. A roll call was taken:

Yeas: McKinney, Steele, Wesley-Plear

Nays: Overstreet, Jones, King, Snodgrass

With the Nays being in the majority, the amendment was not approved.

Baker suggested that the amendment be worked into the bill as a Committee Substitute.

Councilmember King motioned to approve Bill No. 7893 Committee Substitute.

Councilmember Snodgrass seconded. A roll call was taken:

Yeas: Overstreet, Jones, King, McKinney, Snodgrass

Nays: Steele, Wesley-Plear

With the Yeas being in the majority, Bill No. 7893 Committee Substitute was approved.

Councilmember McKinney motioned to adjourn. Councilmember Wesley-Plear seconded. Meeting adjourned.

Bill No. 7893 Committee Substitute - A BILL to amend and reenact Sections 78-381, 78-382, and 78-383 of the Municipal Code of the City of Charleston and to repeal Sections 78-396 and 78-397 of said Code, all relating to requiring any distribution of hypodermic needles within the City of Charleston to be performed by persons or entities that have a certification as a Harm Reduction Program from the State of West Virginia in addition to any required state license; creating certain requirements for Harm Reduction Programs operating within the City; eliminating the ability for the Chief of Police to provide exceptions, and establishing penalties for violations.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Sections 78-381, 78-382, and 78-383 of the Municipal Code of the City of Charleston is amended and reenacted, and that Sections 78-396 and 78-397 of said Code are repealed, all to read as follows:

~~Subdivision II. - Sale, Marketing, and Distribution of Hypodermic Needles and Syringes~~

~~Sec. 78-381. - Sale, marketing and distribution~~ Distribution of hypodermic needles; state license certification required.

~~It shall be unlawful for any person or persons as principal, clerk, agent, or servant or otherwise acting individually or on behalf of any entity, organization or group to sell, market, or distribute any hypodermic syringes, needles and other similar objects used or designed for injecting substances into the human body, without obtaining and having certification as a Harm Reduction Program from the West Virginia Bureau for Public Health within the West Virginia Department of Health and Human Resources and any and all licenses required under state law to do so; except that, items distributed by or exchanged at a needle exchange program sponsored or approved by the Chief of Police of the Charleston Police Department, as provided by Subdivision III herein, are thereby approved and are not unlawful.~~

~~Sec. 78-382. - Compliance with state law and regulations.~~

~~Every person, entity, organization, or group certified or licensed to sell, market, or distribute hypodermic needles shall comply with all applicable state law and regulations. In addition, every Harm Reduction Program operating within the City of Charleston shall (1) receive one returned syringe for every syringe it distributes; (2) maintain a confidential list of the number of syringes dispensed and returned by the program participant for every visit; (3) individually mark each syringe it dispenses with identifying information that clearly and unambiguously allows for the identification of each syringe dispensed by the program that dispensed it; and (4) document at every visit that each participant was offered medical services, including mental, behavioral health, and drug treatment services, by a licensed or certified health care provider.~~

~~Subdivision III. - Needle Exchange Program~~

Sec. 78-383. - Penalty.

Any person violating any provision of this subdivision shall, if convicted, be guilty of a misdemeanor and be fined not less than five hundred ~~ten~~ dollars nor more than one thousand ~~five hundred~~ dollars for the first offense and succeeding offenses. Each day that such violation shall continue shall be deemed a separate and distinct offense.

~~Sec. 78-396. - Needle exchange program authorized.~~

~~The City of Charleston, by and through its Chief of Police, may sponsor, approve, or participate in a program or programs within the City of Charleston for the distribution or exchange of hypodermic syringes, needles and other similar objects used or designed for injecting substances into the human body.~~

~~Sec. 78-397. - Rules and regulations; Chief of Police authorized.~~

~~The Chief of Police of the City of Charleston Police Department is authorized to promulgate reasonable rules or regulations deemed necessary to implement and administer a program within the City of Charleston provided for in Section 78-396 for the distribution or exchange of hypodermic syringes, needles and other similar objects used or designed for injecting substances into the human body.~~

Resolution No. 472-21

Introduced in Council:

Adopted by Council:

May 17, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee and Public
Safety Committee

1 Resolution No. 472-21 – Authorizing the Mayor or City Manager to enter into a Memorandum
2 of Understanding with the Kanawha County Board of Education for continued placement of
3 three Prevention Resource Officers at schools in Charleston – West Side Middle School, Capital
4 High School and George Washington High School.

5

6 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Mayor or City Manager is authorized to enter into a Memorandum of Understanding
9 with the Kanawha County Board of Education for continued placement of three Prevention
10 Resource Officers at schools in Charleston – West Side Middle School, Capital High School and
11 George Washington High School.

12

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2021 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

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

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as Prevention Resource Officer in the Kanawha County school system at Capital High School and;

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

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

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

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

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

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

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

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

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

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

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

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

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

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

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

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

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

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **\$33.83** per hour and shall be made within **30** days of receipt of the invoice.

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2021, through the 30th day of June 2022.

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

SECTION 4. TERMINATION

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

SECTION 5. INVALID PROVISION

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

SECTION 6. INDEMNIFICATION

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

Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

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

SECTION 8. NO WAIVER

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

SECTION 9. COMPLETE AGREEMENT

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

SECTION 10. CHOICE OF LAW

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

SECTION 11. NOTICES

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

Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

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WITNESSETH

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

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as Prevention Resource Officer in the Kanawha County school system at George Washington High School and;

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

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

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- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. To foster a better understanding of the law enforcement function.
- d. To develop a better appreciation of citizen's rights, obligations and responsibilities.
- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
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The following Section may change per grantee:

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2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **\$33.83** per hour and shall be made within **30** days of receipt of the invoice.

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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.

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Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

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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.

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Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2021 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

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

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as Prevention Resource Officer in the Kanawha County school system at West Side Middle School and;

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

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

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

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

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

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

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

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

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

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

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

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

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

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

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

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

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

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **\$33.83** per hour and shall be made within **30** days of receipt of the invoice.

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2021, through the 30th day of June 2022.

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

SECTION 4. TERMINATION

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

SECTION 5. INVALID PROVISION

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

SECTION 6. INDEMNIFICATION

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

Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

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

SECTION 8. NO WAIVER

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

SECTION 9. COMPLETE AGREEMENT

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

SECTION 10. CHOICE OF LAW

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

SECTION 11. NOTICES

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

Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.