

BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE:
Jeremy Taylor,
Sheriff (former), Mineral County, Respondent

COMPLAINT NO. VCRB 2023-46

Conciliation Agreement

The West Virginia Ethics Commission and Jeremy Taylor freely and voluntarily enter into the following Conciliation Agreement, pursuant to W. Va. Code § 6B-2-4(t), to resolve all the potential charges arising from the allegations of violations of the West Virginia Governmental Ethics Act based upon the facts set forth below.

Findings of Fact

1. Jeremy Taylor ("Taylor" or "Respondent") was the Mineral County Sheriff from January 1, 2013, to December 31, 2020. Thus, Taylor was, a "public official" as defined in the Ethics Act, at W. Va. Code § 6B-1-3(k) during that period.

2. The Ethics Commission has jurisdiction over alleged violations of the West Virginia Ethics Act committed by public employees or officials, such as Taylor. W. Va. Code §§ 6B-1-1 through 6B-3-11.

3. The Respondent was employed by the Mineral County Sheriff's Department from on or about April 1, 2001, to 2011 and then again from on or about January 1, 2013, to December 31, 2020. The Respondent was initially employed as a sheriff's deputy until 2011 and then became the elected sheriff in 2013. The Respondent served as the Sheriff of Mineral County for two terms, and his second term of office ended on December 31, 2020. The Respondent did not seek reelection as Sheriff in 2020 because he had served two consecutive terms and was, therefore, ineligible to run for Sheriff in 2020.

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4. After the Respondent's term of office ended in 2020 and his successor, Sheriff Forrest Ellifritz, was sworn into office, the Respondent did not seek to remain employed by the Sheriff's Office as a sheriff's deputy. The Respondent ended his employment with the Mineral County Sheriff's Department.

5. Based upon the Respondent's years of service with the Sheriff's Department, the Mineral County Commission (hereinafter referred to as the "County") awarded the Respondent his service pistol, a Glock 21, pursuant to a state law that allows counties to award a retiring deputy his or her service pistol. See W. Va. Code § 7-7-23(a).

6. Additionally, the Respondent desired to purchase his other service weapons, a Springfield Armory Saint .223 rifle, serial number ST093908, and a Glock 43 9mm handgun, from the County as those weapons had sentimental value to him.

7. On January 21, 2021, the Respondent, after he had left office and with the approval of the County, purchased the Springfield Armory Saint .223 rifle and the Glock 43 9mm handgun from the County for nine hundred eighty-five dollars (\$985.00). The Springfield Armory Saint rifle had a mounted non-functioning flashlight and a used sling. The Glock 43 handgun had a mounted sight and streamlight. The January 21, 2021, bill of sale memorializes that the Respondent purchased the weapons from the Mineral County Commission and paid for them. There are no allegations that the County gave the Respondent the weapons for free.

8. The County and its employees solely determined the purchase price of the weapons that it sold to the Respondent in 2021. The Respondent asserts that he did not help or assist the County in the determination of the purchase price of the weapons.

Furthermore, the Respondent did not negotiate with the County for a lower purchase price.

9. In 2018, the Sheriff's Department had purchased the Springfield Armory Saint .223 rifle for seven hundred ninety-nine dollars (\$799.00) and the Glock 43, with sights and a streamlight, for four hundred seventy-nine dollars (\$479.00).¹ The purchase price for both weapons in 2018 in new condition was one thousand two hundred seventy-eight dollars (\$1,278.00). The difference between the 2018 purchase price (for the new weapons) and the 2021 sales price (for the used weapons) was two hundred ninety-three dollars (\$293.00).

10. The Respondent asserts that he used his duty weapons extensively during his tenure as Sheriff. For example, he fired hundreds, if not thousands, of rounds for target practice and for qualifying purposes to maintain his certifications as a law enforcement officer through his service weapons. The Respondent states that he did not set the sales price of the weapons when he purchased them in 2021, and that to the best of his knowledge a Sheriff's Department employee or the County Commissioners determined the sales price. The Respondent asserts, nevertheless, that based upon his knowledge of weapon values and the condition of the weapons, he believes the purchase price was at or around the fair market value.

11. The County did, however, authorize the sale of the Respondent's service weapons to the Respondent. The Respondent asserts that he had a good faith belief that

¹ The price breakdown for the Glock 43 handgun and attachments in 2018 were: Glock (\$329), sights (\$60), and streamlight (\$90).

he, consistent with West Virginia laws and his understanding of law enforcement traditions across West Virginia, could purchase his service weapons after he left office.

12. West Virginia state laws permit county commissions and sheriff's departments to award a retiring sheriff's deputy his or her service pistol pursuant to W. Va. Code § 7-7-23. State law, with limited exceptions, requires the state of West Virginia and political subdivisions, including counties,² to transfer weapons that are no longer needed to the State Treasurer for auction or disposition in accordance with W. Va. Code § 36-8A-5, and this law³ disqualifies employees of agencies, from which firearms are received, from bidding on the firearms at the Treasurer's Office's auction.

13. The Ethics Act also restricts public officials and public employees from purchasing items at auctions if the public official or public employee participates in the decision to declare an item as surplus property or to dispose of it. Advisory Opinions 1993-49 and 2013-51 discuss this rule.

14. The Respondent did not declare the Springfield Armory Saint .223 rifle or the Glock 43 9mm handgun that he purchased in January of 2021 as "surplus property" during his time in office. The Respondent does not know whether Sheriff Ellifritz declared those weapons as "surplus property" before the Respondent made the purchase.

15. The Respondent asserts that he was unaware of the numerous laws governing surplus weapons when he left office, and that in hindsight he would have sought advice from the County Prosecutor on whether it was permissible for him to purchase the service weapons and would have complied with that advice.

² There are limited exceptions for the disposition of surplus weapons. For example, W. Va. Code § 15-2-43 authorizes the state police to sell its surplus weapons to any active or retired state police member at fair market value.

³ W. Va. Code § 36-8A-5(e)(3)

16. Based on information and belief, the Respondent asserts that it is common practice in the West Virginia law enforcement community for separated officers and sheriff's deputies to purchase their service weapons after separation. Based on information and belief, numerous municipal police agencies and sheriff's departments across the state sell separated law enforcement officers his or her service weapons in a manner that generally comports with W. Va. Code § 15-2-43(c), a statute authorizing the West Virginia State Police to sell its surplus weapons to active or retired state police members.

Relevant Legal Provisions

W. Va. Code § 6B-2-5(d) states, in relevant part:

Interests in public contracts. -- (1) In addition to the provisions of § 61-10-15 of this code, no elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control:

.....

(2) In the absence of bribery or a purpose to defraud, an elected or appointed public official or public employee or a member of his or her immediate family or a business with which he or she is associated shall not be considered as having a prohibited financial interest in a public contract when such a person has a limited interest as an owner, shareholder, or creditor of the business which is awarded a public contract. A limited interest for the purposes of this subsection is:

(A) An interest which does not exceed \$1,000 in the profits or benefits of the public contract or contracts in a calendar year;

(B) An interest as a creditor of a public employee or official who exercises control over the contract, or a member of his or her immediate family, if the amount is less than \$5,000.

(3) If a public official or employee has an interest in the profits or benefits of a contract, then he or she may not make, participate in making, or in any way attempt to use his office or employment to influence a government decision affecting his or her financial or limited financial interest. Public officials shall also comply with the voting rules prescribed in subsection (j) of this section.

Conciliation of Violation

I, Jeremy Taylor, concede that West Virginia law does not expressly provide for the transfer of a sheriff's deputy's service weapon, other than a service pistol, to a sheriff's deputy after sheriff's deputy's separation from employment. I acknowledge that my action of purchasing my service weapon from the County, as a civilian, after I left office, was not strictly supported by a West Virginia statute. I maintain that I did not ascertain, determine, or negotiate the sale's price of the service weapons that I purchased from the County in January 2021. The purchase price of the weapons was determined, based on information available to me, by the County and its employees. If my actions of purchasing my service weapons were presented to the West Virginia Ethics Commission, the Ethics Commission might find a basis to conclude that I violated the Ethic's Act. I deny that I violated the Ethics Act in any way and dispute the allegations against me. I assert that I did not know about the laws governing the disposition of surplus weapons by county agencies and would have complied with them if I did. At no time material hereto did I have any intention of violating the Ethics Act or acting in an illegal or unethical manner. In order to resolve this matter, I am entering into this Conciliation Agreement. I understand that for this Agreement to be finalized, the Ethics Commission must approve it and determine which sanctions to impose.

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In consideration of the settlement of this matter, I agree to the Commission's imposition of the following sanctions:

1. A fine in the amount of \$200 to be paid to the West Virginia Ethics Commission within 30 days of the entrance of the Order approving the Conciliation Agreement.
2. To undergo training on the West Virginia Governmental Ethics Act, either in person, virtually, or by viewing the training provided on the Ethics Commission's website, at ethics.wv.gov, within 30 days of the entrance of the Order approving the Conciliation Agreement. I will provide written confirmation of the completion of this training to the Ethics Commission within five business days of completing it.

I understand and agree that if the Ethics Commission declines to approve this Conciliation Agreement, then this Conciliation Agreement is null and void and the Complaint against me will proceed before the Probable Cause Review Board, where it will be processed in accordance with the West Virginia Code and the Ethics Commission's Legislative Rules.

If the Ethics Commission approves the Agreement, the Commission will enter an Order in which it approves the Agreement and sets forth the sanctions listed above.

Both parties understand that, pursuant to W. Va. Code § 6B-2-4(t), this Conciliation Agreement and Commission Order must be made available to the public.

Date

Date

JT

7/17/24

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see attached Order
Robert J. Wolfe, Chairperson
West Virginia Ethics Commission

Jeremy Taylor, Respondent

BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE:
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Respondent

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COMMISSION'S ORDER

After considering the Findings of Fact, Relevant Legal Provisions, and Conciliation of Violation in the Conciliation Agreement, the West Virginia Ethics Commission finds that the Conciliation Agreement is in the best interests of the State of West Virginia and Jeremy Taylor, as required by W. Va. Code § 6B-2-4(t). In accordance with W. Va. Code § 6B-2-4(s), the Commission imposes no sanctions in this matter.

Commissioner Robert Harman declared a conflict of interest in this matter and recused himself from the discussion and decision.

August 1, 2024

Date



Suzan Singleton, Acting Chairperson
West Virginia Ethics Commission