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## BOARD OF COUNTY COMMISSIONERS

**May 9, 2023**

### **OPEN SESSION AGENDA (REVISED)**

- 9:00 AM      INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President John F. Barr*
- 9:05 AM      COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM      STAFF COMMENTS
- 9:20 AM      CITIZEN PARTICIPATION
- 9:30 AM      POST LEGISLATIVE REVIEW SESSION  
*Bruce C. Bereano, Lobbyist, Washington County*
- 9:50 AM      PROPOSED RETIREMENT PLAN (PLAN) AMENDMENTS  
*Barry Downey and Tyler Downey, Smith & Downey, P.A.*
- 10:10 AM     COURIE DOON FARM LLC RURAL LEGACY PROGRAM (RLP) EASEMENT  
*Chris Boggs, Rural Preservation Administrator, Planning & Zoning*
- 10:25 AM     CONVERSION OF AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY  
INVESTMENT GRANT PROGRAM  
*Linda Spence, Business Specialist, Business Development; Jonathan Horowitz,  
Director, Business Development; Allison Hartshorn, ARPA Grant Manager, Grant  
Management*
- 10:35 AM     BID AWARD (PUR-1602) GRINDER PUMPS FOR DEPARTMENT OF WATER  
QUALITY (DWQ)  
*Rick Curry, Director, Purchasing; Mark Bradshaw, Director, Environmental  
Management*
- SOLE SOURCE PROCUREMENT (PUR-1617) – LIFEPAK 15 MONITOR  
/DEFIBRILLATOR DEVICES  
*Rick Curry, Director, Purchasing; David Chisholm, Deputy Director, Emergency  
Services*

10:40 AM      CONTRACT RENEWAL (PUR-1544) – TRASH REMOVAL SERVICES AT COUNTY FACILITIES  
*Brandi Naugle, Buyer, Purchasing; Danny Hixon, Deputy Directory, Parks and Facilities*

REQUIREMENTS CONTRACT AWARD (PUR-1604) – REAL PROPERTY SERVICES  
*Brandi Naugle, Buyer, Purchasing; Todd Moser, Real Property Administrator, Engineering*

REQUIREMENTS CONTRACT AWARD (PUR-1605) – REAL PROPERTY APPRAISAL SERVICES  
*Brandi Naugle, Buyer, Purchasing; Todd Moser, Real Property Administrator, Engineering*

10:50 AM      AIRPORT STAFFING REVISIONS  
*Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshleman, Director, Public Works*

10:55 AM      POLICE RECRUITMENT AND RETENTION GRANT – APPROVAL TO ACCEPT AWARDED FUNDING  
*Cody Miller, Quartermaster/Grants Manager, Washington County Sheriff's Office; Rachel Souders, Senior Grant Manager, Grant Management*

11:00 AM      CLOSED SESSION - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consult with counsel to obtain legal advice on a legal matter; and To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter)*

11:30 AM      RECONVENE IN OPEN SESSION

RECESS

6:00 PM      FY24 PUBLIC BUDGET AND TAX RATE HEARING – *Kepler Performing Arts and Visual Arts Center, Hagerstown Community College, 11512 Kepler Drive, Hagerstown, Maryland 21740*

ADJOURNMENT



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Post Legislative Review Session

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Bruce C. Bereano, Lobbyist, Washington County

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** Final Update on 2023 Legislative Session

**DISCUSSION:** Summary of 2023 Legislative Session

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ATTACHMENTS:** Legislative Tracking Report

Office of Bruce C. Bereano  
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Legislative Tracking Report

**List Name**  
Washington County  
**Bill Changes Only**  
No - All Bills  
**Report Created on**  
5/5/2023 8:24:54 AM



Showing 1 to 46 of 46 entries

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Filter:

Bill/Chapter (Cross/Chapter)	Title	Sponsor	Current Status	Org Committees & Hearings	Opp Committees & Hearings
<a href="#">HB0008</a>	Counties and State Legislative Districts - Food Environment Reports	<a href="#">Delegate Amprey</a>	In the House - Unfavorable Report by Environment and Transportation	<a href="#">Environment and Transportation</a> 1/26/2023 - 2:00 PM	
<a href="#">HB0094</a> ( <a href="#">SB0484</a> )	Vehicle Laws - Reduction of Speed Limits by Local Authorities	<a href="#">Delegate Lehman</a>	In the House - Withdrawn by Sponsor	<a href="#">Environment and Transportation</a> 2/02/2023 - 1:00 PM	
<a href="#">HB0147</a> ( <a href="#">SB0250</a> )	Environment - Climate Crisis Plan - Requirement	<a href="#">Delegate Fraser-Hidalgo</a>	In the House - Withdrawn by Sponsor	<a href="#">Environment and Transportation</a> 2/08/2023 - 1:30 PM	
<a href="#">HB0167</a>	Firearms - Right to Purchase, Own, Possess, and Carry - Medical Cannabis (Maryland Constitutional Carry Act)	<a href="#">Delegate Grammer</a>	In the House - Withdrawn by Sponsor	<a href="#">Judiciary</a>	
<a href="#">HB0197</a> ( <a href="#">SB0325</a> / <a href="#">CH0243</a> )	Washington County - Sheriff's Salary - Alteration	<a href="#">Washington County Delegation</a>	In the Senate - First Reading Senate Rules	<a href="#">Environment and Transportation</a> 2/14/2023 - 2:00 PM	<a href="#">Rules</a>
<a href="#">HB0259</a> ( <a href="#">SB0113</a> )	Civil Actions - Public Nuisances - Firearm Industry Members (Gun Industry Accountability Act of 2023)	<a href="#">Delegate Atterbeary</a>	In the House - Hearing 2/01 at 2:30 p.m.	<a href="#">Judiciary</a> 2/01/2023 - 2:30 PM	
<a href="#">HB0280</a> ( <a href="#">SB0073</a> )	Criminal Law - Cannabis-Related	<a href="#">Delegate Davis</a>	In the House - Hearing 2/07 at 1:00 p.m.	<a href="#">Judiciary</a> 2/07/2023 - 1:00 PM	

**Bill/Chapter  
(Cross/Chapter)**

Bill/Chapter (Cross/Chapter)	Title	Sponsor	Current Status	Org Committees & Hearings	Opp Committees & Hearings
<u>HB0317 (SB0138)</u>	Offenses - Civil Penalties Overdose Awareness Day	<u>Delegate Long</u> <u>J.</u>	In the House - Hearing 3/15 at 1:00 p.m.	<u>Health and Government Operations</u> 3/15/2023 - 1:00 PM	
<u>HB0364</u>	Public Safety - Handgun Permit Requirement - Repeal (Maryland's Constitutional Carry Act of 2023)	<u>Delegate Grammer</u>	In the House - Unfavorable Report by Judiciary	<u>Judiciary</u> 2/08/2023 - 1:00 PM	
<u>HB0413</u>	Firearms - Right to Purchase, Possess, and Carry	<u>Delegate Grammer</u>	In the House - Hearing 2/08 at 1:00 p.m.	<u>Judiciary</u> 2/08/2023 - 1:00 PM	
<u>HB0414 (SB0326)</u>	Washington County – Electricians – Registration and Licensing	<u>Washington County Delegation</u>	In the House - Unfavorable Report by Economic Matters	<u>Economic Matters</u> 2/14/2023 - 1:00 PM	
<u>HB0447</u>	Local Elections - County Commissioner - District Voting	<u>Delegate Crosby</u>	In the House - Hearing 2/14 at 1:00 p.m.	<u>Ways and Means</u> 2/14/2023 - 1:00 PM	
<u>HB0459</u>	Public Utilities - Street Lighting Equipment - Acquisitions and Reporting (County and Municipal Street Lighting Investment Act)	<u>Delegate Kaufman</u>	In the Senate - Hearing 3/28 at 1:00 p.m.	<u>Economic Matters</u> 2/16/2023 - 1:00 PM	<u>Education, Energy, and Environment</u> 3/28/2023 - 1:00 PM
<u>HB0481 (SB0889)</u>	Criminal Law – Wearing, Carrying, or Transporting a Handgun – Penalty	<u>Delegate Conaway</u>	In the House - Hearing 2/15 at 1:00 p.m.	<u>Judiciary</u> 2/15/2023 - 1:00 PM	
<u>HB0565 (CH0429 (SB0431/CH0428)</u>	Alcoholic Beverages - Class 9 Limited	<u>Washington County Delegation</u>	Approved by the Governor - Chapter 429	<u>Economic Matters</u> 2/20/2023 - 1:00 PM	<u>Finance</u>

Bill/Chapter (Cross/Chapter)	Title	Sponsor	Current Status	Org Committees & Hearings	Opp Committees & Hearings
<u>HB0637 (SB0428)</u>	Distillery License - Self-Distribution				
	Washington County - Deputy Sheriffs and Correctional Deputies - Employment	<u>Washington County</u> - <u>Delegation</u>	In the House - Returned Passed	<u>Appropriations</u> 3/09/2023 - 1:00 PM	<u>Judicial Proceedings</u>
	Conditions and Collective Bargaining				
	Municipal Incorporation - County Commissioners or County Council - Required Approval of Referendum Request	<u>Delegate Johnson, S.</u>	In the House - Unfavorable Report by Environment and Transportation	<u>Environment and Transportation</u> 2/24/2023 - 1:00 PM	
	Economic Development - Western Maryland Economic Future Investment Board and Senator George C. Edwards Fund - Alterations	<u>Delegate Buckel</u>	In the House - Passed Enrolled	<u>Ways and Means</u> 2/23/2023 - 1:00 PM	<u>Budget and Taxation</u>
<u>HB0768 (SB0865)</u>	Tax Sales - Revisions	<u>Delegate Buckel</u>	Approved by the Governor - Chapter 79	<u>Ways and Means</u> 2/21/2023 - 1:00 PM	<u>Budget and Taxation</u>
	Tax Sales - Property Maintenance and Nuisance Condition Violation Judgments and Foreclosure Proceedings	<u>Delegate Buckel</u>	In the House - Hearing 2/21 at 1:00 p.m.	<u>Ways and Means</u> 2/21/2023 - 1:00 PM	
<u>HB0780 (SB0563)</u>					
<u>HB0928</u>	Motor Vehicles - Off-the-Road Motorcycles - Local Regulation and Enforcement	<u>Delegate Boyce</u>	In the House - Hearing 3/02 at 1:00 p.m.	<u>Environment and Transportation</u> 3/02/2023 - 1:00 PM	

Bill/Chapter (Cross/Chapter)	Title	Sponsor	Current Status	Org Committees & Hearings	Opp Committees & Hearings
<u>HB1036</u>	Washington County – Vehicle Emissions Inspection Program – Exemption	<u>Washington County Delegation</u>	In the House - Withdrawn by Sponsor	<u>Environment and Transportation</u>	
<u>HB1080</u>	Transportation Investment Program - County Referendum - Authorization	<u>Delegate Mangione</u>	In the House - Hearing 3/07 at 1:00 p.m. (Appropriations) and Hearing canceled (Environment and Transportation)	<u>Appropriations</u> 3/07/2023 - 1:00 PM <u>Environment and Transportation</u>	
<u>SB0001</u>	Criminal Law - Wearing, Senator Carrying, or <u>Waldstreicher</u> Transporting Firearms - Restrictions (Gun Safety Act of 2023)	<u>Senator Waldstreicher</u>	In the Senate - Passed Enrolled	<u>Judicial Proceedings</u> 2/07/2023 - 1:00 PM	<u>Judiciary</u> 3/29/2023 - PM
<u>SB0073 (HB0280)</u>	Criminal Law - Cannabis-Related Offenses - Civil Penalties	<u>Senator Carter</u>	In the Senate - Hearing 2/01 at 2:30 p.m.	<u>Judicial Proceedings</u> 2/01/2023 - 2:30 PM	
<u>SB0086</u>	Rifles and Shotguns – Possession – Age Requirement (Raise the Age Act of 2023)	<u>Senator Waldstreicher</u>	In the Senate - Hearing 2/07 at 1:00 p.m.	<u>Judicial Proceedings</u> 2/07/2023 - 1:00 PM	
<u>SB0088</u>	Criminal Procedure - Automatic Expungement - Pardoned Conviction of Possession of Cannabis (Pardons for Simple Possession of Cannabis Act of 2023)	<u>Senator Waldstreicher</u>	In the Senate - Hearing 2/02 at 1:00 p.m.	<u>Judicial Proceedings</u> 2/02/2023 - 1:00 PM	
<u>SB0095</u>	Counties - Construction of Sidewalks and Crosswalks - Safe	<u>Senator Ellis</u>	In the Senate - Hearing 2/08 at 1:00 p.m.	<u>Education, Energy, and the Environment</u> 2/08/2023 - 1:00 PM	

Bill/Chapter (Cross/Chapter)	Title	Sponsor	Current Status	Org Committees & Hearings	Opp Committees & Hearings
<u>SB0118</u>	Alternative Routes to Public Schools Criminal Law – Prohibitions on Wearing, Carrying, or Transporting Firearms	<u>Senator Lee</u>	In the Senate - Withdrawn by Sponsor	<u>Judicial Proceedings</u>	
<u>SB0138 (HB0317)</u>	Overdose Awareness Day	<u>Senator Jackson</u>	In the Senate - Hearing 3/03 at 2:00 p.m.	<u>Education, Energy, and the Environment</u> 3/03/2023 - 2:00 PM	
<u>SB0250 (HB0147)</u>	Environment - Climate Crisis Plan - Requirement	<u>Senator Kramer</u>	In the Senate - Hearing 2/09 at 1:00 p.m.	<u>Education, Energy, and the Environment</u> 2/09/2023 - 1:00 PM	
<u>SB0325 /CH0243 (HB0197)</u>	Washington County - Sheriff's Salary - Alteration	<u>Washington County Senators</u>	Approved by the Governor - Chapter 243	<u>Judicial Proceedings</u> 2/07/2023 - 1:00 PM	<u>Environment and Transportation</u>
<u>SB0326 (HB0414)</u>	Washington County - Electricians - Registration and Licensing	<u>Washington County Senators</u>	In the Senate - Hearing 2/14 at 1:00 p.m.	<u>Education, Energy, and the Environment</u> 2/14/2023 - 1:00 PM	
<u>SB0428 (HB0637)</u>	Washington County - Deputy Sheriffs and Correctional Deputies - Employment Conditions and Collective Bargaining	<u>Washington County Senators</u>	In the Senate - Returned Passed	<u>Judicial Proceedings</u> 2/21/2023 - 1:00 PM	<u>Appropriations</u> 3/29/23 1:00 PM
<u>SB0431 /CH0428 (HB0565/CH0429)</u>	Alcoholic Beverages - Class 9 Limited Distillery License - Self-Distribution	<u>Washington County Senators</u>	Approved by the Governor - Chapter 428	<u>Finance</u> 2/24/2023 - 1:00 PM	<u>Economic Matters</u>
<u>SB0442</u>	Economic Development – Sports Entertainment Facilities – Financing and Construction	<u>Senator Corderman</u>	In the Senate - Returned Passed	<u>Budget and Taxation</u> 2/22/2023 - 1:00 PM	<u>Appropriations</u> 3/30/23 1:00 PM

<b>Bill/Chapter (Cross/Chapter)</b>	<b>Title</b>	<b>Sponsor</b>	<b>Current Status</b>	<b>Org Committees &amp; Hearings</b>	<b>Opp Committees &amp; Hearings</b>
<u>SB0477 (HB0830)</u>	Residential Construction - Electric Vehicle Charging	<u>Senator Feldman</u>	In the House - First Reading House Rules and Executive Nominations	<u>Education, Energy, and the Environment</u> 2/14/2023 - 1:00 PM	<u>Rules and Executive Nominations</u>
<u>SB0484 (HB0094)</u>	Vehicle Laws - Reduction of Speed Limits by Local Authorities	<u>Senator Lewis Young</u>	In the Senate - Withdrawn by Sponsor	<u>Judicial Proceedings</u>	
<u>SB0514 /CH0205</u>	Local Procurements - Minority Business Enterprise Utilization Programs - Certification	<u>Senator Lam</u>	Approved by the Governor - Chapter 205	<u>Budget and Taxation</u> 3/08/2023 - 1:00 PM	<u>Health and Government Operations</u> 3/22/2023 1:00 PM
<u>SB0518 /CH0080 (HB0779/CH0079)</u>	Tax Sales - Revisions	<u>Senator Corderman</u>	Approved by the Governor - Chapter 80	<u>Budget and Taxation</u> 2/22/2023 - 1:00 PM	<u>Ways and Means</u> 3/28 - 1:00 PM
<u>SB0520 (HB1033)</u>	Code Counties - Legislative Procedure - Notice Requirements	<u>Charles County Senators</u>	In the Senate - Hearing 2/28 at 1:00 p.m.	<u>Education, Energy, and the Environment</u> 2/28/2023 - 1:00 PM	
<u>SB0533</u>	Washington County - Admissions and Amusement Tax - Repeal	<u>Senator Corderman</u>	In the Senate - Hearing 3/07 at 1:00 p.m.	<u>Budget and Taxation</u> 3/07/2023 - 1:00 PM	
<u>SB0577</u>	Vehicle Laws - Speed Monitoring Systems - Counties and Municipal Corporations	<u>Senator Lewis Young</u>	In the Senate - Withdrawn by Sponsor	<u>Judicial Proceedings</u>	
<u>SB0592</u>	Surplus Military Equipment Reporting - Extension	<u>Senator Smith</u>	In the Senate - Returned Passed	<u>Judicial Proceedings</u> 3/01/2023 - 1:00 PM	<u>Judiciary</u> 4/04/2023 - 1:00 PM
<u>SB0865 (HB0768)</u>	Economic Development - Western Maryland Economic Future Investment Board and Senator George C.	<u>Senator Corderman</u>	In the Senate - Returned Passed	<u>Budget and Taxation</u> 3/07/2023 - 1:00 PM	<u>Ways and Means</u> 3/30 - 1:00 PM

Bill/Chapter (Cross/Chapter)	Title	Sponsor	Current Status	Org Committees & Hearings	Opp Committees & Hearings
<u>SB0878 (HB1104)</u>	Edwards Fund - Alterations Voting Rights Act of 2023 - Counties and Municipalities	<u>Senator</u> <u>Sydnor</u>	In the Senate - Hearing 3/15 at 1:00 p.m.	<u>Education, Energy, and the</u> <u>Environment</u> 3/15/2023 - 1:00 PM	



## Agenda Report Form

### Open Session Item

**SUBJECT:** Proposed Retirement Plan (*Plan*) Amendments

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Barry Downey and Tyler Downey, Smith & Downey, P.A.

**RECOMMENDED MOTION:** Motion to approve the Retirement Plan Amendments as presented and to amend the Plan accordingly.

**REPORT-IN-BRIEF:** Benefits counsel will present proposed Plan amendments for review and vote of approval as summarized below.

**DISCUSSION:** The proposed Plan amendments are summarized below.

1. Update of the Plan's general effective date to July 1, 2022, together with update of dollar amounts throughout the Plan as indexed by the IRS each year.
2. Amendment of Section 11.2 Retirement Committee – Addition of the following committee members to the Retirement Committee:
  - a. A member of the new firefighter union (IAFF) approved in October 2022;
  - b. Two additional members from the Sheriff's Office (one from Judicial and one from Patrol);
  - c. The County's Retirement Coordinator.
3. Amendment of Section 1.43 Definition of Uniformed Covered Employee – Addition of IAFF members.
4. Amendment of Section 1.29 Definition of Normal Retirement Age and Section 8.1 Deferred Pension Benefits – Addition of five (5) year vesting requirement [Note that Section 4.8 Withdrawal of Employee Contribution Benefit allows for flexibility to amend this requirement retroactively, not merely prospectively, because the five (5) year requirement was already contained in Section 4.8 of the Plan].
5. Amendment of Section 3.1 Leave of Absence – Addition of language allowing employees to make contribution payments during workers' compensation leaves of absence utilizing workers' compensation payments or other fund sources.
6. Amendment of Section 6.2 Eligibility for Deferred Retirement Option Program (DROP) – Clarification of language to clearly state that once a Plan participant has participated in the



DROP, the Plan participant is no longer eligible to participate in the DROP again, even if the duration of the Plan participant's DROP participation was less than five (5) years.

7. Amendment of Section 1.11 Definition of Compensation – Clarification that Compensation under the Plan is determined as of the last pay date in the applicable Plan Year (which is the fiscal year).
8. Amendment of Section 1.15 Definition of Covered Employee – Carving out the position of County Treasurer from eligibility for participation in the Plan or any Maryland State Retirement System plan upon execution of a one-time election not to participate.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ATTACHMENTS:** Redlined Retirement Plan

## EMPLOYEES' RETIREMENT PLAN OF WASHINGTON COUNTY

Amendment and Restatement

Generally effective July 1,

[2019](#)[2022](#)

## EMPLOYEES' RETIREMENT PLAN OF WASHINGTON COUNTY

Amendment and Restatement  
Generally effective July 1,  
~~2019~~2022

### TABLE OF CONTENTS ARTICLE 1 DEFINITIONS

1.1 <u>ACCRUED BENEFIT</u> .....	1
1.2 <u>ACTUARIAL EQUIVALENT OR EQUIVALENT ACTUARIAL VALUE</u> . . . . .	2
1.3 <u>ACTUARIAL REDUCTION</u> .....	2
1.4 <u>ADMINISTRATOR</u> .....	2
1.5 <u>ANNUITY STARTING DATE</u> .....	2
1.6 <u>APPOINTED OFFICIAL</u> .....	2
1.7 <u>AVERAGE COMPENSATION</u> .....	2
1.8 <u>BENEFICIARY</u> .....	2
1.9 <u>CASH-OUT</u> .....	2
1.10 <u>CODE</u> .....	2
1.11 <u>COMPENSATION</u> .....	3
1.12 <u>COORDINATOR</u> .....	3
1.13 <u>COUNTY</u> .....	3
1.14 <u>COUNTY COMMISSIONERS</u> .....	3
1.15 <u>COVERED EMPLOYEE</u> .....	3
1.16 <u>EARLY RETIREMENT DATE</u> .....	3
1.17 <u>EFFECTIVE DATE</u> .....	4
1.18 <u>ELECTED OFFICIAL</u> .....	4
1.19 <u>EMPLOYEE CONTRIBUTIONS BENEFIT</u> .....	4
1.20 <u>EMPLOYER</u> .....	4
1.21 <u>EMPLOYMENT COMMENCEMENT DATE or REEMPLOYMENT</u> <u>COMMENCEMENT DATE</u> .....	5
1.22 <u>LEAVE OF ABSENCE</u> .....	5
1.23 <u>LIMITATION YEAR</u> .....	5
1.24 <u>MARYLAND EMPLOYER</u> .....	5
1.25 <u>MARYLAND EMPLOYER RETIREMENT PLAN</u> .....	5
1.26 <u>MARYLAND STATE RETIREMENT SYSTEMS</u> .....	5
1.27 <u>NON-UNIFORMED COVERED EMPLOYEE</u> .....	5
1.28 <u>NON-UNIFORMED PARTICIPANT</u> .....	5
1.29 <u>NORMAL RETIREMENT AGE</u> .....	5
1.30 <u>NORMAL RETIREMENT DATE</u> .....	6
1.31 <u>ONE-YEAR PERIOD OF SEVERANCE</u> .....	6
1.32 <u>PARTICIPANT</u> .....	6
1.33 <u>PERIOD OF SERVICE</u> .....	6
1.34 <u>PERIOD OF SEVERANCE</u> .....	6
1.35 <u>PER-PAY COMPENSATION</u> .....	6

1.36	PLAN .....	6
1.37	PLAN YEAR .....	6
1.38	PRE-EMPLOYMENT MILITARY SERVICE .....	6
1.39	TERMINATION DATE .....	7
1.40	TRUST .....	7
1.41	TRUST FUND .....	7
1.42	TRUSTEE .....	7
1.43	UNIFORMED COVERED EMPLOYEE.....	7
1.44	UNIFORMED PARTICIPANT .....	7
1.45	YEARS OF SERVICE.....	7

## ARTICLE 2 ELIGIBILITY FOR PARTICIPATION

2.1	INITIAL ELIGIBILITY .....	9
2.2	SUBSEQUENT ELIGIBILITY .....	9
2.3	PARTICIPATION AS CONDITION OF EMPLOYMENT .....	9
2.4	REHIRED PARTICIPANTS .....	10
2.5	WINDOW BENEFIT ELIGIBILITY .....	10

## ARTICLE 3 CREDIT FOR SERVICE

3.1	LEAVE OF ABSENCE .....	10
3.2	UNUSED SICK LEAVE .....	11
3.3	PURCHASE AND TRANSFER OF SERVICE .....	12
3.4	BENEFIT ENHANCEMENTS .....	13

## ARTICLE 4 CONTRIBUTIONS

4.1	EMPLOYER CONTRIBUTIONS .....	14
4.2	EMPLOYER'S RIGHT TO SUSPEND OR REDUCE CONTRIBUTIONS .....	14
4.3	DISPOSITION OF FORFEITURES .....	14
4.4	ACTUARIAL EVALUATION .....	14
4.5	PICK-UP CONTRIBUTIONS .....	14
4.6	ROLLOVER CONTRIBUTIONS .....	16
4.7	OTHER PARTICIPANT CONTRIBUTIONS .....	17
4.8	WITHDRAWAL OF EMPLOYEE CONTRIBUTION BENEFIT .....	18

## ARTICLE 5 RETIREMENT BENEFITS

5.1	NORMAL RETIREMENT BENEFITS .....	18
5.2	LATE RETIREMENT BENEFITS .....	19
5.3	EARLY RETIREMENT BENEFITS .....	19
5.4	FORMS OF BENEFITS .....	19
5.5	PAYMENTS TO MINORS AND INCOMPETENTS .....	21
5.6	NON-LOCATABLE PARTICIPANTS .....	21



5.7	<u>DISABILITY BENEFITS .....</u>	21
-----	----------------------------------	----

5.8	<u>MAXIMUM LIMITATION ON BENEFITS .....</u>	23
5.9	<u>DISTRIBUTION REQUIREMENTS .....</u>	24
5.10	<u>DETERMINATION OF ACTUARIAL EQUIVALENCE .....</u>	25
5.11	<u>DIRECT ROLLOVERS.....</u>	25
5.12	<u>MILITARY SERVICE BENEFITS .....</u>	26
5.13	<u>IN-SERVICE RETIREMENT BENEFIT .....</u>	26

#### **ARTICLE 6 DEFERRED RETIREMENT OPTION PROGRAM**

---

6.1	<u>DEFINITIONS .....</u>	27
6.2	<u>ELIGIBILITY FOR DROP .....</u>	27
6.3	<u>DURATION OF DROP .....</u>	27
6.4	<u>APPLICATIONS FOR DROP PARTICIPATION .....</u>	27
6.5	<u>DROP PARTICIPATION .....</u>	27
6.6	<u>DROP BENEFIT .....</u>	28
6.7	<u>PAYMENT OF DROP ACCOUNT.....</u>	29
6.8	<u>BENEFITS PAYABLE UPON TERMINATION OF EMPLOYMENT .....</u>	29

#### **ARTICLE 7 DEATH BENEFITS**

---

7.1	<u>DEATH AFTER RETIREMENT BUT BEFORE BENEFITS BEGIN .....</u>	30
7.2	<u>DEATH AFTER BENEFITS BEGIN.....</u>	30
7.3	<u>PRERETIREMENT DEATH BENEFITS .....</u>	30

#### **ARTICLE 8 TERMINATION OF EMPLOYMENT**

---

8.1	<u>DEFERRED PENSION BENEFITS .....</u>	31
-----	--	----

#### **ARTICLE 9 AMENDMENT AND TERMINATION**

---

9.1	<u>EMPLOYER'S RIGHT TO AMEND .....</u>	31
9.2	<u>AMENDMENT PROCEDURE .....</u>	32
9.3	<u>TERMINATION OF THE PLAN .....</u>	32
9.4	<u>ALLOCATION AND DISTRIBUTION.....</u>	32
9.5	<u>AUTOMATIC TERMINATION OF CONTRIBUTIONS .....</u>	33
9.6	<u>TERMINATION PROCEDURE .....</u>	33
9.7	<u>RELEASE AND DISCHARGE OF ADMINISTRATOR.....</u>	33

#### **ARTICLE 10 ADMINISTRATION**

---

10.1	<u>ADMINISTRATION .....</u>	33
------	-----------------------------	----

**ARTICLE 11**  
**THE ADMINISTRATOR**

11.1 MEMBERS .....	34
11.2 RETIREMENT COMMITTEE .....	34
11.3 RETIREMENT ADVISORY COMMITTEE .....	35
11.4 POWERS AND RESPONSIBILITIES .....	35
11.5 CERTIFICATIONS AND INVESTIGATIONS .....	36
11.6 CLAIMS PROCEDURE .....	36
11.7 ADVICE .....	37
11.8 LIABILITY; INDEMNIFICATION .....	37
11.9 INSURANCE.....	38
11.10 BONDING.....	38
11.11 COMPENSATION .....	38
11.12 PLAN RECORDS .....	38
11.13 INSTRUCTIONS TO TRUSTEES .....	38
11.14 INVESTMENT MANAGERS .....	38

**ARTICLE 12**  
**MISCELLANEOUS**

12.1 NO RIGHT TO EMPLOYMENT .....	39
12.2 HEADINGS.....	39
12.3 COUNTERPARTS .....	39
12.4 GOVERNING LAW .....	39
12.5 UNIFORM TREATMENT.....	39
12.6 RULES AND REGULATIONS .....	39
12.7 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN.....	39
12.8 NO ASSIGNMENT OF BENEFITS .....	39
12.9 EXCLUSIVE BENEFIT .....	40
12.10 STATUTE OF LIMITATIONS .....	40
EXHIBIT 1 .....	41
EXHIBIT 2 .....	43
EXHIBIT 3 .....	44

## EMPLOYEES' RETIREMENT PLAN OF WASHINGTON COUNTY

Amendment and Restatement  
Generally effective July 1, ~~2019~~2022

This amended and restated Plan, the Employees' Retirement Plan of Washington County (the "Plan"), is adopted, generally effective July 1, ~~2022~~19, by Washington County, Maryland (the "County"). This amended and restated Plan is designed to afford eligible employees an opportunity to increase their security at retirement through participation in a pension plan during their periods of active employment while this Plan remains in effect.

The retirement plan set forth in the Employees' Retirement System of the State of Maryland was created and established on October 1, 1941 and has been amended from time to time. On July 1, 1948, the County Commissioners of Washington County, Maryland became a participating municipality on behalf of certain employees of Washington County, Maryland.

Effective July 1, 1972, the County Commissioners of Washington County, Maryland enacted and adopted by ordinance the "Employees' Retirement Plan of Washington County" (the "Plan"). The Plan has been amended on a number of occasions since that time.

Except as otherwise provided in the Plan or by applicable law, the terms of the Plan, as amended and restated, shall apply only on or after July 1, ~~2022~~19. Except as is otherwise provided in the Plan or by applicable law, the terms of the Plan, as amended and restated, shall apply only with respect to individuals who are Covered Employees of the County on or after July 1, ~~2022~~19, and the rights, benefits and interests of any employee who died, retired or otherwise terminated his or her employment with the County prior to July 1, ~~2022~~19 shall be determined under the provisions of the Plan as in effect on the date such former employee died, retired or otherwise terminated his or her employment with the County.

### ARTICLE 1 DEFINITIONS

The following terms, when used in this Plan, have the meanings set forth below, unless different meanings are clearly required by the context:

1.1 ACCRUED BENEFIT means the benefit to which a Participant is entitled, pursuant to the provisions of Article 5, expressed as the Normal Form of monthly benefit commencing at Normal Retirement Date or its Actuarial Equivalent. The Accrued Benefit as of any date preceding the Participant's Normal Retirement Date, but expressed as the Normal Form of monthly benefit or its Actuarial Equivalent, shall be the monthly benefit computed pursuant to Section 5.3, 5.7 or 8.1. In no event, however, shall the Accrued Benefit exceed the maximum limitation determined, as of the date of computation, pursuant to Section 5.8.

The portion of the Participant's Accrued Benefit attributable to contributions made pursuant to Sections 4.5 and 4.7 shall be equal to the Actuarial Equivalent of the Participant's Employee Contributions Benefit, expressed as the Normal Form of monthly benefit commencing at Normal Retirement Date. The portion of the Participant's Accrued Benefit attributable to County contributions shall be the remainder, if any, of the Accrued Benefit.



1.2 ACTUARIAL EQUIVALENT OR EQUIVALENT ACTUARIAL VALUE means the dollar value of any benefit on a specified date, computed as provided in Section 5.10.

Notwithstanding any other Plan provisions to the contrary, the applicable mortality table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D), as provided in Section 5.8, is the mortality table prescribed in Revenue Ruling 2001-62 (or such other mortality table published by the Internal Revenue Service using the latest effective date permitted for that table).

1.3 ACTUARIAL REDUCTION means a reduction which will cause a benefit with a starting date that precedes a Participant's Normal Retirement Date to be the Actuarial Equivalent of the benefit which would otherwise have been payable commencing on that Normal Retirement Date. However, notwithstanding any factors set forth in the definition of Actuarial Equivalent, the reduction shall be equal to one-half of one percent (0.5%) of the benefit for each month by which the Participant's Benefit Commencement Date precedes the first day of the month coincident with or next following the date on which the Participant would have attained Normal Retirement Age had he or she remained a Participant.

1.4 ADMINISTRATOR means the Plan Administrator provided for in Article 11 of this Plan.

1.5 ANNUITY STARTING DATE means the first day of the first period for which an amount is paid as an annuity, or in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

1.6 APPOINTED OFFICIAL means any County official appointed in accordance with the Annotated Code of Maryland, the Public Local Laws of Washington County, or in accordance with the Constitution of the State of Maryland.

1.7 AVERAGE COMPENSATION means one-third of the sum of the Participant's Compensation for each of the three Plan Years for which his or her Compensation was the highest. If a Participant has had Compensation for fewer than three years, Average Compensation shall be based on his or her Compensation during his or her entire period of employment with the County.

For purposes of this Section 1.7, Compensation for any Plan Year will be determined as of the final day of the Plan Year. Notwithstanding the preceding, Compensation with respect to a Plan Year will be disregarded if (i) the Participant was not a Participant as of the last day of the Plan Year or (ii) the Participant was on a Leave of Absence on the last day of the Plan Year.

1.8 BENEFICIARY means any person, estate or trust entitled to receive any payments due under this Plan as a result of the death of a Participant.

1.9 CASH-OUT means a distribution, in settlement of a benefit otherwise payable under the Plan and which is the Actuarial Equivalent of the Participant's Employee Contribution Benefit.

1.10 CODE means the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended from time to time.

1.11 COMPENSATION means the Covered Employee's annualized base rate of pay from the County ~~in effect on the last pay date in effect each June 30~~ of the applicable Plan Year, determined without regard to (i) overtime, bonuses and other extra remuneration, (ii) contributions, credits or benefits under this or any other retirement, deferred compensation, fringe benefit or employee welfare benefit plan, or (iii) direct reimbursement for expenses. Notwithstanding the preceding, Compensation includes "elective contributions" which are not includible in gross income under Code §§125, 402(e)(3), 402(h)(1)(B), 403(b) or 132(f)(4), plus deferrals under an eligible deferred compensation plan within the meaning of Code §457(b) and plus employer "pick-up" contributions (under governmental plans) within the meaning of Code §414(h)(2).

Notwithstanding the preceding, the annual Compensation of each Participant taken into account under the Plan for any year may not exceed the dollar limit under Code §401(a)(17)(e.g., \$280,305,000 for 2022-23). This dollar limit shall be adjusted automatically at the same time and in the same manner as any cost-of-living adjustment made by the Secretary of the Treasury under Code §415(d) (as modified by Code §401(a)(17)). In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit described in the first sentence of this paragraph shall not apply for determination periods beginning before January 1, 2002.

1.12 COORDINATOR means a specific employee of the County to whom certain administrative duties have been delegated by the Administrator.

1.13 COUNTY means Washington County, Maryland. The County shall act through the County Commissioners, except to the extent the County Commissioners have designated authority to act on behalf of the County to any other individual or entity.

1.14 COUNTY COMMISSIONERS means the County Commissioners of Washington County, Maryland.

1.15 COVERED EMPLOYEE means any person employed by the County as a full time employee who is regularly scheduled to work at least 35 hours per week and twelve months each calendar year and who is paid by the County Commissioners or, prior to July 1, 1995, by the Washington County Sanitary Commission. "Covered Employee" also includes any Appointed Official or Elected Official of Washington County. However, the County Treasurer who was elected in 2022 and whose term of office began January 1, 2023, may elect not to participate in this Plan and any Maryland State Retirement Systems plan with respect to his term of office as County Treasurer by making a one-time irrevocable election not to participate. Notwithstanding the preceding, "Covered Employee" does not include any person who is a leased employee. For purposes of this Section, "leased employee" means any person (other than an employee of the recipient) who, pursuant to an agreement between the recipient and any other person, has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are under the recipient's primary direction or control.

1.16 EARLY RETIREMENT DATE means, for a Non-Uniformed Participant, except for a Non-Uniformed Participant whose Normal Retirement Age is defined in Section 1.29(b), any date that precedes the Participant's Normal Retirement Date and that coincides with or follows the date he or she is first credited with 25 Years of Service. For a Uniformed Participant, Early Retirement Date is any date that precedes the Participant's Normal Retirement Date and that coincides with or follows the date he or she is first credited with 20 Years of Service.



1.17 EFFECTIVE DATE means July 1, ~~2019~~2022, the general effective date of this amendment and restatement of the Plan. The initial effective date of the Plan was July 1, 1972.

1.18 ELECTED OFFICIAL means any County official elected for a fixed term as specifically provided in the Annotated Code of Maryland, the Public Local Laws of Washington County, or in accordance with the Constitution of the State of Maryland.

1.19 EMPLOYEE CONTRIBUTIONS BENEFIT means the sum of the following amounts (minus any previous distributions):

(a) The contributions made by the Participant on an after-tax basis prior to January 1, 1990 and made by the Participant through salary reduction and “picked up” by the County on or after January 1, 1990, as described in Section 4.5(a)(i); plus

(b) The contributions made by the Participant pursuant to Section 4.7; plus

(c) The contributions, plus earnings previously credited on such contributions, made by the Participant pursuant to Section 4.5(a)(ii), and picked up by another Maryland Employer, all of which are thereafter transferred to the Plan; plus

(d) The contributions, plus earnings previously credited on such contributions, made by the Participant pursuant to Section 4.7(b)(ii), and not picked up by another Maryland Employer, all of which are thereafter transferred to the Plan; plus

(e) Interest on the amounts described in (a) through (d) above, as follows:

(i) For Participants whose Termination Date is before January 1, 2020:

(A) For Plan Years other than the Plan Year that includes the Participant’s Termination Date, six percent of any amounts contributed or transferred prior to the Plan Year, with such interest computed on June 30 of the Plan Year and compounded annually.

(B) For the Plan Year that includes the Participant’s Termination Date, interest on any amounts contributed or transferred prior to the Plan Year and on any amounts contributed or transferred during the Plan Year, with such interest computed as of the last day of the month coincident with or immediately preceding the Annuity Starting Date, at an annualized rate of six percent; or

(ii) For Participants whose Termination Date is on or after January 1, 2020:

(A) For Plan Years preceding or including the Participant’s Termination Date, six percent of any amounts contributed or transferred prior to the Plan Year, with such interest computed on June 30 of the Plan Year and compounded annually.

(B) For Plan Years beginning after the Participant’s Termination Date, four percent of any amounts contributed or transferred prior to the Plan Year, with such interest computed on June 30 of the Plan Year and compounded annually.

1.20 EMPLOYER means Washington County, Maryland.

1.21 EMPLOYMENT COMMENCEMENT DATE or REEMPLOYMENT COMMENCEMENT DATE means the later of July 1, 1972 or the date on which a Covered Employee first performs an Hour of Service or first performs an Hour of Service following a Period of Severance. Notwithstanding the preceding sentence, the Employment Commencement Date for a Covered Employee who elects to defer the effective date of his or her participation in the Plan pursuant to Section 2.2 shall be the date on which the Covered Employee elects to commence participation.

1.22 LEAVE OF ABSENCE means an absence from active service with the County, approved in advance by the County, that does not constitute a termination of employment.

1.23 LIMITATION YEAR means, for purposes of the application of the provisions of Code §415, the calendar year, unless otherwise provided by adoption of a written resolution by the County.

1.24 MARYLAND EMPLOYER means the State of Maryland and any other political subdivision within the State of Maryland.

1.25 MARYLAND EMPLOYER RETIREMENT PLAN means a retirement plan that is sponsored by a Maryland Employer, provided such plan is a defined benefit plan operated on an actuarial basis.

1.26 MARYLAND STATE RETIREMENT SYSTEMS means, collectively, the Employees' Retirement System of the State of Maryland and the Employees' Pension System of the State of Maryland.

1.27 NON-UNIFORMED COVERED EMPLOYEE means any Covered Employee who is not a Uniformed Covered Employee.

1.28 NON-UNIFORMED PARTICIPANT means any Non-Uniformed Covered Employee who is currently a Participant under the Plan, including, where appropriate according to the context of the Plan, any former Non-Uniformed Covered Employee who is or may become (or whose Beneficiaries may become) eligible to receive a benefit under the Plan.

1.29 NORMAL RETIREMENT AGE means a Participant who has at least 5 Years of Service, and

(a) for a Non-Uniformed Participant identified on Exhibit 1, the earlier of (i) the Participant's 60th birthday or (ii) the date on which he or she is credited with 30 Years of Service;

(b) for a Non-Uniformed Participant identified on Exhibit 2 or whose Employment Commencement Date is on or after July 1, 2013 (see Section 4.5(a)(ii)) but before July 1, 2019, the earlier of (i) the Participant's 60th birthday or (ii) the date on which he or she is credited with 25 Years of Service;

(c) for a Non-Uniformed Participant who would be described in Section 1.29(b) except that he or she was rehired as a Covered Employee after July 1, 2019, the earlier of (i) the Participant's 60th birthday or (ii) the date on which he or she is credited with 25 Years of Service;



(d) for a Non-Uniformed Participant not described in 1.29(c) whose Employment Commencement Date is on or after July 1, 2019, the earlier of (i) the Participant's 62nd birthday or (ii) the date on which he or she is credited with 30 Years of Service; and

(e) for a Uniformed Participant, the earlier of (i) the Participant's 50th birthday or (ii) the date on which he or she is credited with 25 Years of Service.

1.30 NORMAL RETIREMENT DATE means the first day of the month coinciding with or next following a Participant's Normal Retirement Age.

1.31 ONE-YEAR PERIOD OF SEVERANCE means a 12 consecutive month period beginning on a Covered Employee's Termination Date and ending on the first anniversary of such date provided the Covered Employee during such 12 consecutive month period does not perform an Hour of Service.

1.32 PARTICIPANT means any Covered Employee who participates in the Plan as provided in Article 2 or any former Covered Employee who is entitled to a future benefit under the Plan. A Participant shall continue to be a Participant as long as he or she is entitled to receive or is receiving a Plan benefit.

1.33 PERIOD OF SERVICE means a period of service commencing on the Covered Employee's Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on the Covered Employee's Termination Date. Notwithstanding the preceding, a period when a Covered Employee is on unpaid Leave of Absence will not count as a Period of Service except as provided under Section 3.1.

1.34 PERIOD OF SEVERANCE means a period of time commencing on a Covered Employee's Termination Date and ending on the date the Covered Employee again is credited with an Hour of Service.

1.35 PER-PAY COMPENSATION means the Participant's base pay per pay period, determined without regard to: (i) overtime, bonuses and other extra remuneration; (ii) amounts in excess of the per-pay equivalent of the applicable dollar limit under Code §401(a)(17), as adjusted for increases in the cost of living pursuant to Code §401(a)(17)(B) of the Internal Revenue Code, in effect on the first day of the Plan Year; (iii) contributions, credits or benefits under this Plan or under any other retirement, deferred compensation, fringe benefit or employee welfare benefit plan, or (iv) direct reimbursement for expenses. Notwithstanding the preceding, Per-Pay Compensation includes any amount that would have qualified as base pay if it had not been deducted from the Participant's pay pursuant to a salary reduction election under Code §§125 or 132(f)(4), a deferral under an eligible deferred compensation plan within the meaning of Code §457(b) or a "pick-up" contribution (under governmental plans) within the meaning of Code §414(h)(2).

1.36 PLAN means the Employees' Retirement Plan of Washington County as set forth in this document and as amended from time to time.

1.37 PLAN YEAR means the 12 month period beginning each July 1 and ending each June 30 during which this Plan is in effect.

1.38 PRE-EMPLOYMENT MILITARY SERVICE means active military duty in the

Armed Forces of the United States which precedes a Participant's Employment Commencement Date.

1.39 TERMINATION DATE means the earliest to occur of (a) a termination of employment by reason of resignation, discharge, mutual agreement, total and permanent disability, retirement or death; (ii) the date on which a Leave of Absence expires without a return to active employment; or (iii) the date on which the individual ceases to be a Covered Employee. Notwithstanding the foregoing provisions of this Section, an Employee who is absent from service with the Employer solely by reason of military service under circumstances by which such Employee is afforded reemployment rights under any applicable Federal or State statute or regulation, will be deemed not to have quit or have been absent from service with the Employer if he or she returns to service with the Employer before the expiration of such reemployment rights; provided, however, in the event that the Employee fails to return to service with the Employer before the expiration of such reemployment rights, he or she will be deemed to have quit on the first day on which the Employee was first absent from service with the Employer by reason of such military service.

Solely for purposes of determining whether a Termination Date has occurred, a Termination Date shall not occur for a Participant until the second anniversary of the first date on which the Participant is absent from employment with the County for maternity or paternity reasons. For purposes of this Section, an absence from employment for maternity or paternity reasons shall mean an absence due to (a) the pregnancy of the Participant, (b) the birth of a child of the Participant, (c) the placement of a child with the Participant, or (d) the caring of such child by the Participant for a period beginning immediately following such birth or placement.

1.40 TRUST means the trust established under this Plan or under a separate trust agreement which forms a part of this Plan.

1.41 TRUST FUND means the assets of the Trust.

1.42 TRUSTEE means the trustee of the Trust serving as such from time to time.

1.43 UNIFORMED COVERED EMPLOYEE means any Covered Employee who is (i) employed as sworn sheriff's personnel, or (ii), effective on and after October 11, 2022, any Covered Employee covered by the collective bargaining agreement between the County Commissioners and Local 1605 of the International Association of Fire Fighters, AFC-CIO.

1.44 UNIFORMED PARTICIPANT means a Uniformed Covered Employee who is currently a Participant under the Plan, including, where appropriate according to the context of the Plan, any former Uniformed Covered Employee who is or may become (or whose Beneficiaries may become) eligible to receive a benefit under the Plan.

1.45 YEARS OF SERVICE.

(a) In General. Years of Service means a Participant's total number of whole years and completed months of Periods of Service (with a partial month of 15 or more days considered a completed month), whether or not such Periods of Service were completed consecutively. For any Participant who elected, before August 31, 1972, to participate in this Plan, Years of Service also includes service credited under the Maryland State Retirement Systems prior to July 1, 1972.



In addition, additional Years of Service may be credited for Leaves of Absence, unused sick leave and purchases and transfers of service, as provided in Article 3.

(b) Other Rules. In determining a Covered Employee's Years of Service, the following rules shall apply:

(i) If a Covered Employee is transferred to a class of employment ineligible for participation in this Plan, but remains employed by the County, except as otherwise provided under the Plan or any Exhibit thereto, the employee shall no longer accrue Years of Service for benefit accrual purposes or for vesting purposes under this Plan.

(ii) If an employee is transferred from an ineligible class to an eligible class of employment for participation in this Plan, except as otherwise provided under the Plan or any Exhibit hereto, the Covered Employee shall not receive Years of Service for any of the Covered Employee's prior service (except with respect to any service rendered while a prior Participant of this Plan in accordance with the provisions of this Plan at that time) with the County for benefit accrual or for vesting purposes under this Plan.

(iii) A Covered Employee whose employment has been interrupted by a One-Year Period of Severance and who later is reemployed and receives credit for service under subparagraph (a)(ii) shall be deemed to be a Participant as of the date of the Covered Employee's reemployment. A Covered Employee who terminates employment and is rehired prior to incurring a One-Year Period of Severance shall be deemed to be a Participant as of the date of the Covered Employee's reemployment. For purposes of this subparagraph (a), a person's date of reemployment shall be the first date following the person's reemployment on which he or she first receives credit for an Hour of Service because of the performance of duties for the County.

(iv) In all other cases, upon the reemployment of a former Participant, the former Participant shall be regarded for all purposes as a new employee and shall be eligible to participate after he or she meets the eligibility requirements of Section 1.15 and Article 2.

(v) Notwithstanding the foregoing subparagraphs (a)(iii) and (a)(iv), if a Participant who had terminated employment with a vested benefit is reemployed, and the Participant has received, is receiving or is eligible to receive benefits under the Plan when he or she is reemployed, the benefits (if any) to which the Participant was entitled under the Plan prior to such reemployment shall be suspended until the earlier of the Participant's (1) subsequent retirement, (2) termination of employment, (3) death, or (4) required distribution date determined under the Plan. Upon the subsequent commencement of benefit payments to the Participant following such suspension, the monthly amount of the Participant's benefit payable shall be determined by taking into account the Participant's reemployment; provided, however, that any Years of Service for which the Participant has received a "cash-out distribution" shall be disregarded (unless the cash-out distribution is repaid as provided below) and any benefits payable with respect to the Participant's reemployment will be reduced or offset as and to the extent permitted by applicable law by any benefits previously paid to the Participant and/or by any actuarial adjustments provided hereunder due to the Participant's suspension of benefits.

In the event of the retirement or the termination of employment of such a Participant following such suspension, the monthly amount of the Participant's pension payable following such retirement or termination of employment shall be no less than the monthly

benefits previously being provided under the form of benefit chosen by the Participant at his or her initial retirement. If a Participant dies during the period of such a suspension and prior to such a subsequent retirement or termination of employment, the Participant's Beneficiary shall be entitled to the benefit, if any, provided under the form of benefit chosen by the Participant at his or her initial retirement and to any other death benefit provided under the Plan.

(vi) Anything in this Plan to the contrary notwithstanding, Years of Service for benefit accrual purposes shall not be granted for service for which the Participant had previously received a distribution of his or her entire benefit under the Plan.

(vii) Any Participant who has received a cash-out distribution of his or her Employee Contributions Benefit is entitled to make a repayment to the Plan to restore the Participant's benefit accrual Years of Service which otherwise would be disregarded, subject to the following:

(A) All repayments must be made no later than the Participant's Benefit Commencement Date;

(B) The repayment must be made in cash; and

(C) The amount of the repayment must be the Actuarial Equivalent amount of that portion of the Participant's projected benefit attributable to Years of Service with respect to which the cash-out distribution was received.

(viii) A Covered Employee who is absent from service with the County or an Affiliated Company solely by reason of military service under circumstances by which such Covered Employee is afforded reemployment rights under any applicable Federal or State statute or regulation, such Covered Employee shall be deemed not to have quit or have been absent from service with the County or an Affiliated Company if such Covered Employee returns to service with the County or an Affiliated Company before the expiration of such reemployment rights; provided, however, in the event such Covered Employee fails to return to service with the County or an Affiliated Company before the expiration of such reemployment rights, such Covered Employee shall be deemed to have quit on the first day on which such Covered Employee was first absent from service with the County or an Affiliated Company by reason of such military service.

## **ARTICLE 2**

### **ELIGIBILITY FOR PARTICIPATION**

2.1 INITIAL ELIGIBILITY. Each Covered Employee who is a Participant on the Effective Date will continue as a Participant in the Plan on the Effective Date.

2.2 SUBSEQUENT ELIGIBILITY. Each person who becomes a Covered Employee after the Effective Date will become a Participant on the date he or she first performs an hour of service for the County as a Covered Employee.

2.3 PARTICIPATION AS CONDITION OF EMPLOYMENT. Except for Covered Employees who, before July 1, 1972, elected to retain participation in the Maryland State Retirement Systems, a Covered Employee's participation in the Plan and the agreement to make contributions, as provided in Section 4.5 is a mandatory condition of employment.



2.4 REHIRED PARTICIPANTS. A Participant whose employment with the County terminates and who is rehired will be eligible to participate in this Plan on his or her Reemployment Commencement Date.

2.5 WINDOW BENEFIT ELIGIBILITY. From time to time, the County may approve an early retirement window benefit under the Plan.

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### **ARTICLE 3** **CREDIT FOR SERVICE**

3.1 LEAVE OF ABSENCE. Years of Service will be credited for a Leave of Absence (or any portion thereof) during which a Participant receives payment directly from the County from which required Participant contributions are deducted pursuant to Section 4.5. Except as otherwise provided in this Section 3.1, Years of Service will not be credited for a Leave of Absence (or any portion thereof) during which a Participant does not receive payment directly from the County from which required Participant contributions are deducted pursuant to Section 4.5. Notwithstanding the preceding, Years of Service will be credited for a Leave of Absence (or any portion thereof) during which a Participant does not receive payment directly from the County from which required Participant contributions are deducted pursuant to Section 4.5, but only to the extent that the Participant makes the required Participant contributions (1) during the Leave of Absence from another source (e.g., workers' compensation payments, insurance payments, or other resources available to the Participant), (2) after the Leave of Absence as provided below, or (3) through a combination of (1) and (2). If the required Participant contributions for the Leave of Absence are not fully made to the Plan by the Participant, the Participant will be credited with Years of Service for only the portion of the period of Leave of Absence for which the required Participant contributions were received by the Plan.

However, a Participant may elect to receive credit for Years of Service with respect to a Leave of Absence during which he or she does not receive payment directly from the County by (i) making a written request for such credit, in accordance with procedures established by the County, no later than 30 days after Participant returns to work at the end of the Leave of Absence (or, if the Participant's employment terminates during the Leave of Absence, no later than 30 days after the Participant's employment terminates) and (ii) paying to the Plan, in one lump sum payment or through payroll deductions an amount ("Make-Up Contributions") equal to the total amount of Participant contributions that would have been payable by the Participant if the Participant had remained actively employed for the entire period covered by that Leave of Absence, pursuant to procedures described in this Section 3.1 and any additional administrative rules established by the County. A Participant who fails to make such an election within the 30-day period described in this Paragraph will cease to be eligible to receive credit for Years of Service for the applicable Leave of Absence.

The Participant's election to contribute Make-Up Contributions pursuant to this Section will include an agreement to contribute total Make-Up Contributions in an amount equal to the Participant contributions the Participant would have been required to make pursuant to Section 4.5 had the Participant remained in active service during the Leave of Absence (based on what the Participant's Per-Pay Compensation would have been in his or her last paycheck prior to the Leave of Absence if the Participant had worked his or her regularly-scheduled hours).

If the Participant timely elects to contribute Make-Up Contributions through payroll deductions, those contributions shall be made over a period that is acceptable to the County that is no



longer than the period of Leave of Absence for which the Participant is electing to make contributions. Payroll deductions will commence within a reasonable period after the Participant makes a timely election to contribute Make-up Contributions through payroll deductions. If a Participant elects to contribute Make-Up Contributions pursuant to this paragraph through payroll deductions and the Participant's employment with the County terminates before the Participant has contributed the total amount of Make-Up Contributions needed for the Participant to be credited with service for the entire period of Leave of Absence, the Participant must pay the entire remaining amount due in a lump sum payment no later than 30 days after termination of employment. If no such payment is received by that deadline, the Participant will be credited with Years of Service for only the portion of the period of Leave of Absence for which Make-Up Contributions were received by the Plan. If a Participant's payroll deductions for Make-Up Contributions are interrupted for a reason other than termination of employment with the County, such as because of another unpaid Leave of Absence, the Participant's time period for contributing Make-Up Contributions with respect to the original Leave of Absence will be tolled until the Participant again resumes employment.

If a Participant timely elects to contribute Make-Up Contributions as a lump sum, that lump sum payment must be equal to the total amount of Make-Up Contributions and must be paid to the Plan no later than 60 days after the end of the Leave of Absence or in accordance with other administrative rules established by the County. If the Participant fails to contribute the entire amount of required Make-Up Contributions by the end of that 60-day period, the Participant will cease to be eligible to contribute Make-Up Contributions for the applicable Leave of Absence.

Notwithstanding the preceding, if Section 3.3(a)(iv)(A) applies with respect to a Leave of Absence, payment of the Participant's contributions for that Leave of Absence may be made in accordance with applicable requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 or any other applicable federal law or in accordance with this Section, whichever is more favorable to the Participant.

A Participant (or his or her Beneficiary) who is on a Leave of Absence remains eligible for death benefits under Section 7.3. However, a Participant who is on a Leave of Absence shall not be eligible for disability benefits under Section 5.7.

3.2 UNUSED SICK LEAVE. Prior to his or her Annuity Starting Date, a Participant may

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make an election to exchange unused sick leave that has not been cashed in. The election shall be made in writing to the Coordinator.

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(a) A Participant who wishes to retire on account of normal retirement, but who does not have the necessary Years of Service, may elect to exchange unused sick leave for additional Years of Service applied to render the Participant eligible for normal retirement.

(b) A Participant who wishes to retire on account of early retirement, but who does not have the necessary Years of Service, may elect to exchange unused sick leave for additional Years of Service applied to render him or her eligible for early retirement.

(c) A Participant who wishes to retire on account of normal retirement, and who has attained his or her Normal Retirement Date but has fewer than 50 Years of Service, may elect to exchange unused sick leave for additional Years of Service (but only to the extent that total Years of Service do not exceed 50) applied to calculate the amount of the Participant's normal retirement



benefit.

(d) A Participant who wishes to retire on account of early retirement and who has reached his or her Early Retirement Date may elect to exchange unused sick leave for additional Years of Service applied to reduce the Actuarial Reduction for early commencement of benefits (or applied to calculate the amount of the Participant's normal retirement benefit, if such application produces a higher retirement benefit).

(e) Unused sick leave shall be exchanged at the rate of one-twelfth of one Year of Service (one "Month of Service"), the equivalent of which is calculated based upon Annual Hours of Service by employment category as described in Exhibit 3, which is incorporated into the Plan by this reference. Any unused sick leave remaining after crediting full Months of Service based on the preceding sentence shall not be available for exchange under this Section 3.2. No partial Months of Service will be credited. Any changes to Exhibit 3 may be made at any time to reflect changes in the County's employment practices and any such changes are automatically incorporated into the Plan as of the effective date of each change without the need for an Amendment to this Plan document.

3.3 PURCHASE AND TRANSFER OF SERVICE. A Participant may elect to receive credit for service (whether or not it would be considered a Year of Service had it been performed for the County) purchased with respect to prior County service or transferred from another employer in accordance with Section 3.3(a). If such service is purchased or transferred, the number of Years of Service credited to the Participant shall be adjusted in accordance with Section 3.3(b).

(a) Conditions for Purchase and Transfer.

(i) Any member of a Maryland Employer Retirement Plan who, without a break in employment, becomes a Covered Employee, may be entitled to elect to receive credit for Years of Service for service recognized under another Maryland Employer Retirement Plan. Notwithstanding any provision of this Plan to the contrary, benefits with respect to Participants who transfer employment between Maryland governmental employers shall be governed by Title 37 of the State Personnel and Pensions Article of the Annotated Code of Maryland.

(ii) Pursuant to Section 4.7(b)(iii), any Covered Employee may elect to receive credit for Years of Service for service performed with the County which is disregarded on account of a Cash-Out.

(iii) Any Covered Employee may elect, at any time, to receive credit for Years of Service for service performed under the federal government PEP or CETA programs (up to a maximum of three years). A Covered Employee who makes such an election must pay over to the Plan the Actuarial Equivalent of that portion of his or her projected benefit attributable to service with such program, subject to limitations set forth in Section 5.8.

(iv) Any Covered Employee who provides the Coordinator with sufficient evidence of military service shall receive service credit for such military service as follows:

(A) If a Participant incurs a Leave of Absence on account of military service, he or she will receive credit for Years of Service as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 or any other federal law.

(B) If a Participant's military service precedes his or her active duty service with the County, he or she will receive credit for Years of Service to the extent of his or her active military service in the Armed Forces of the United States (to a maximum of three years) provided that the Participant earns at least five Years of Service (actual County credited service other than military or transferred service).

(C) A Participant may not receive service credit for military service: (1) if the military service has been previously recognized by another Maryland State system (ADD or local retirement or pension), or (2) if the Participant is entitled to receive a benefit (except for disability benefits, Social Security benefits or benefits under the National Railroad Retirement Act) from another retirement system on account of such military service or (3) if the military service was connected with inactive or reserve military status.

(v) Any Participant who is determined by the County to be eligible to purchase service as described in this paragraph (v) pursuant to the terms of an employment agreement entered into before June 1, 2017 may elect, at any time, including following a separation from service with the County, to receive credit for up to eight Years of Service for any combination of (i) up to five years of "non-qualified service credit" (as defined in Code §415(n)(3)(B)) or (ii) service as an employee of the government of the United States, or any state or political subdivision of a state, or any agency or instrumentality of the government of the United States or a state or political subdivision of a state. To receive credit for any service pursuant to this Section 3.3(a)(v), a Participant who makes such an election, must pay over to the Plan (in cash or in the form of a check or other cash equivalent that is acceptable to the County, as determined by the Plan Administrator, in its sole discretion) the Actuarial Equivalent of the full amount needed to fund the entire cost of his or her additional projected benefit attributable to service that is to be credited based on the preceding sentence. Any crediting of service based on this Section 3.3(a)(v) is subject to limitations set forth in Section 5.8. Payment by the Participant of the amount necessary to fund the additional periods of service provided for in this paragraph may be made in accordance with any schedule acceptable to the County and consistent with Section 5.8 and other terms of the Plan and applicable law. The amount of service credited pursuant to this paragraph will be limited to the amount of service that can be purchased based on the actual amount paid to the Plan by the Participant (and not counting any County contributions to the Plan) and the timing of any payments, in accordance with the Plan's provisions for determining Actuarial Equivalence.

(b) Amount of Credited Service.

(i) The Participant shall receive full credit for all Years of Service purchased or transferred pursuant to Section 3.3(a).

(ii) Notwithstanding clause (i), if a Participant retires (within the meaning of Title 37 of the State Personnel and Pension Article of the Annotated Code of Maryland) within five years after the date of transferring service into this Plan pursuant to Section 3.3(a)(i), the portion of the Participant's Accrued Benefit payable with respect to the transferred service credit may not be greater than the benefits that would have been payable by the other Maryland County Retirement Plan with respect to that service if the Participant had remained a participant in that other Maryland County Retirement Plan.

3.4 BENEFIT ENHANCEMENTS. Notwithstanding any provision of this Plan to the contrary, the County has the discretion to negotiate Plan benefit enhancements for the County

Administrator to the extent permitted under applicable law. These benefit enhancements can be incorporated into the Plan by reference to the County Administrator's employment contract. The details of the Plan benefit enhancements will be contained in the employment contract, but will be a part of the Plan by the Plan's incorporation of those provisions of the employment contract by reference.

#### **ARTICLE 4** **CONTRIBUTIONS**

4.1 EMPLOYER CONTRIBUTIONS. The funding of the Plan and payment of benefits hereunder shall be provided for through the medium of the Trust. The County's contributions shall be payable at such intervals and in such amounts as may be determined by the actuaries for the Plan. The County, from time to time, shall make contributions to the Trust in amounts determined, in accordance with generally accepted actuarial principles, to be sufficient to support the contributions and transfers made pursuant to Section 4.5, and the contributions and transfers made pursuant to Section 4.7, and to fund the benefits provided by the Plan.

4.2 EMPLOYER'S RIGHT TO SUSPEND OR REDUCE CONTRIBUTIONS. The County intends to continue the Plan and make regular contributions to the Fund, but the County reserves the right to suspend or reduce contributions to the Plan.

4.3 DISPOSITION OF FORFEITURES. Any forfeiture arising under the provisions of the Plan shall be used to reduce the then current or future costs of funding the benefits provided in the Plan.

4.4 ACTUARIAL EVALUATION. The County shall, at least once every Plan Year, cause the liabilities of the Plan to be evaluated by an enrolled actuary who shall report to the County as to the soundness and solvency of the Trust and the amount of the County contribution sufficient to meet the requirements of Section 4.1.

4.5 PICK-UP CONTRIBUTIONS. Under limited circumstances described below, Participant contributions, picked up by the County or by another Maryland Employer, maybe accepted by the Plan.

(a) Types of Contributions/Transfers

(i) County Pick-Up Contributions of Participants With Employment Commencement Dates Before July 1, 2013. In accordance with rules established by the County, (A) commencing on September 1, 2013, each Non-Uniformed Participant with an Employment Commencement Date before July 1, 2013, shall be required to make contributions to the Plan equal to the percentage specified in the following paragraph, and (B) commencing on his or her Employment Commencement Date, each Uniformed Participant with an Employment Commencement Date before July 1, 2013, shall be required to make contributions to the Plan equal to 6.0% of his or her Per-Pay Compensation.

Each Non-Uniformed Participant identified on Exhibit 1 will make contributions at 5.5% of his or her Per-Pay Compensation. Each Non-Uniformed Participant identified on Exhibit 2 will make contributions at 6.0% of his or her Per-Pay Compensation.

Each Participant who is on a Leave of Absence during which the Participant receives payment directly from the County also shall be required to make contributions to the Plan equal to (A) in the case of a Non-Uniformed Participant specified on Exhibit 1, 5.5% of his or her weekly payment, (B) in the case of a Non-Uniformed Participant specified on Exhibit 2, 6.0% of his or her weekly payment, and (C) in the case of a Uniformed Participant, 6.0% of his or her weekly payment. The Participant contributions referred to in this Section 4.5(a)(i) shall be picked up by the County, as described in Code §414(h)(2), deducted from the pay of the contributing Participants as salary reduction contributions, and paid by the County to the Trustees with reasonable promptness after the total of such contributions during any month has been determined, and in any event by the end of the succeeding month. The contributions made pursuant to this Section 4.5(a)(i) shall be made a part of the Participant's Employee Contributions Benefit; that is, a part of his or her Accrued Benefit. (Before January 1, 1990, the contributions referred to in this Section 4.5(a)(i) were made on an after-tax basis.)

(ii) County Pick-Up Contributions of Participants With Employment Commencement Dates On or After July 1, 2013. Notwithstanding the preceding, in accordance with rules established by the County, commencing on his or her Employment Commencement Date, each Non-Uniformed Participant and Uniformed Participant whose Employment Commencement Date is on or after July 1, 2013 shall be required to make contributions to the Plan equal to 6.0% of his or her Per-Pay Compensation. Each Participant covered by this Section 4.5(a)(ii) who is on a Leave of Absence during which the Participant receives payment directly from the County also shall be required to make contributions to the Plan equal to 6.0% of his or her weekly payment. The Participant contributions referred to in this Section 4.5(a)(ii) shall be picked up by the County, as described in Code §414(h)(2), deducted from the pay of the contributing Participants as salary reduction contributions, and paid by the County to the Trustees with reasonable promptness after the total of such contributions during any month has been determined, and in any event by the end of the succeeding month. The contributions made pursuant to this Section 4.5(a)(ii) shall be made a part of the Participant's Employee Contributions Benefit; that is, a part of his or her Accrued Benefit.

(iii) Transfer of Pick-Up Contributions from Other Maryland Employers. Pursuant to the provisions of Section 3.3(a), the Trust may accept a transfer of monies directly from another Maryland Employer Retirement Plan. Such transfer shall consist of contributions made by the Participant, but characterized by that other Maryland Employer as employer pick-up contributions, plus earnings previously credited upon such contributions. Such amounts shall be made a part of the Participant's Employee Contributions Benefit; that is, a part of his or her Accrued Benefit.

Notwithstanding any provision of this Plan to the contrary, benefits with respect to Participants who transfer employment between Maryland governmental employers shall be governed by Title 37 of the State Personnel and Pensions Article of the Annotated Code of Maryland.

(b) Suspension of Contributions. A Participant's salary reduction contributions shall be automatically suspended for any payroll period during which the Participant is not a Covered Employee or with respect to a Leave of Absence during which the Participant does not receive payment directly from the County.

(c) Vesting of Pick-Up Contributions. Notwithstanding any other provision of this Plan, Participant contributions, picked up either by the County or by other Maryland Employers and made or transferred to the Plan, are fully vested at all times.

(d) Payment of Benefits. Subject to the right of withdrawal described in Section 4.8, benefits purchased from the Participant's contributions are payable at the same time, in the same manner, and, in the event of the Participant's death, to the same Beneficiary as the remainder of the Participant's Accrued Benefit.

(e) Plan Termination. Notwithstanding any provision of Section 9.3, if the Plan is terminated, distribution to each Participant of the portion of his or her Accrued Benefit attributable to contributions picked up by the County shall be treated as a priority distribution ahead of any other distribution to Participants based upon the remainder of the Trust, other than those attributable to contributions made pursuant to Section 4.7.

4.6 ROLLOVER CONTRIBUTIONS. A Participant may contribute to the Plana Rollover Contribution, as defined in this Section, only as permitted under this Section.

(a) Effective Date. At the discretion of the Administrator, this Section 4.6 will become effective on or after July 1, 2002, as determined by the Administrator, and nothing in this Section shall apply to the Plan before the date, if any, set by the Administrator.

(b) Definition of Rollover Contribution. "Rollover Contribution" means an amount contributed to the Plan on or before the 60th day after the day the contributing Covered Employee received it, if the amount received by the Covered Employee is a distribution which is eligible for rollover to the Plan under Code §402 and is a distribution from one of the following: (i) another retirement plan qualified under §401(a) or 403(a) of the Code; (ii) to the extent permitted under the Code, as amended by the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), an individual retirement account or annuity described in Code §§408(a) or (b), but only if the distribution would otherwise be includible in gross income; (iii) to the extent permitted under the Code, as amended by EGTRRA, a distribution from an annuity contract described in Code §403(b); or (iv) to the extent permitted under the Code, as amended by EGTRRA, an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

The term "Rollover Contribution" also means assets representing a Participant's nonforfeitable interest in another retirement plan qualified under §401(a) or 403(a) of the Code, or in a conduit individual retirement account or annuity, which assets have been transferred directly from the trustee (or other fiduciary) of such other plan, account or annuity to the Trustees of this Plan; provided, however, that such direct transfer shall not be accepted by the Trustee unless (A) the transfer constitutes an "elective transfer" under §1.411(d)-4 Q&A-3(b) of regulations promulgated by the Secretary of the Treasury, (B) the plan from which the transfer is made provides no protected benefits under §411(d)(6) of the Code which are not already provided under the Plan and (C) the transfer constitutes a direct rollover under §402 of the Code.

In addition to the preceding, to the extent permitted under the Code, as amended by EGTRRA, the term "Rollover Contribution" shall further mean a direct rollover contribution of a distribution from an annuity contract described in Code §403(b), excluding after-tax contributions, or from an eligible plan under Code §457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

The Administrator may reject any Rollover Contribution which is not qualified to be a Rollover Contribution to the Plan under the foregoing or under the Code. The Administrator

may make all investigations necessary to determine whether any amount submitted as a Rollover Contribution may be received.

(c) Vesting of Rollover Contributions. Notwithstanding any other provision of this Plan, a Participant's Rollover Contributions are fully vested at all times.

(d) Payment of Benefits. Benefits attributable to a Participant's Rollover Contributions are payable at the same time, in the same manner, and, in the event of the Participant's death, to the same Beneficiary as the Participant's Accrued Benefit. Such benefits are in addition to the Plan's Accrued Benefit and are not subject to the limitation described in Section 5.8.

(e) Plan Termination. Notwithstanding any provision of Section 9.3, if the Plan is terminated, distribution to each Participant of the portion of his or her Accrued Benefit that is attributable to Participant contributions under Section 4.7 or Rollover Contributions under this Section 4.6 shall be treated as a priority distribution ahead of any other distribution to Participants based upon the remainder of the Trust.

4.7 OTHER PARTICIPANT CONTRIBUTIONS. Under limited circumstances, as described below, other Participant contributions may be accepted by the Plan.

(a) Characterization. The contributions made pursuant to this Section 4.7 are distinct from those made pursuant to Section 4.5 as to the character of such contributions. Whereas Section 4.5 contributions are classified as County or other Maryland Employer contributions picked up from the pay of Participants, contributions made pursuant to this Section 4.7 are either made directly by the Participant or transferred directly from another Maryland Employer Retirement Plan.

Notwithstanding any provision of this Plan to the contrary, benefits with respect to Participants who transfer employment between Maryland governmental employers shall be governed by Title 37 of the State Personnel and Pensions Article of the Annotated Code of Maryland.

(b) Types of Contributions.

(i) Leave of Absence Purchase of Service Credit. A Participant on a Leave of Absence who elects to purchase service credit pursuant to Section 3.1 shall contribute to the Plan the amount required under Section 3.1.

(ii) Direct Transfer From Another Maryland Employer Plan. The Trustees shall accept a direct transfer of after-tax Participant contributions, together with interest thereon, from another Maryland Employer, provided such contributions were made by a Covered Employee who elects to transfer service from another Maryland Employer Retirement Plan, as described in Section 3.3(a)(i).

(iii) Cash-Out Restoration. If, after a Termination Date: (i) a Participant receives a Cash-Out (either voluntarily or automatically) of his or her Employee Contributions Benefit, and (ii) the Participant again becomes a Covered Employee, Years of Service with respect to which the distribution was received will be disregarded. Notwithstanding the preceding sentence, if the Participant: (i) again becomes a Covered Employee, and (ii) contributes to the Plan, on or before his or her Annuity Starting Date, the Actuarial Equivalent of that portion of the Participant's projected benefit attributable to Years of Service with respect to which the distribution was received,



the Participant's Years of Service before as well as after the Termination Date will be taken into account for vesting and benefit accrual purposes (subject to the applicable provisions of Article 3 and Section 5.8).

(iv) PEP\CETA Purchase of Service Credit. A Participant who elects to purchase credit for service performed under the federal government PEP or CETA programs, as described in Section 3.3(a)(iii), shall contribute to the Plan the Actuarial Equivalent of his or her projected benefit attributable to such service.

(v) Other Purchases of Service Credit. A Participant who elects to purchase credit for service, as described in Section 3.3(a)(v), shall contribute to the Plan the Actuarial Equivalent of his or her projected benefit attributable to such service.

(c) Procedures. All Participant contributions or transfers made pursuant to this Section 4.7 shall be paid to the Trust.

(d) Vesting of Participant Contributions. Notwithstanding any provision of this Plan to the contrary, Participant contributions made to the Plan pursuant to this Section 4.7 are fully vested at all times.

(e) Payment of Benefits. Subject to the right of withdrawal described in Section 4.8, benefits purchased from the Participant's contributions are payable at the same time, in the same manner, and, in the event of the Participant's death, to the same Beneficiary as the remainder of the Participant's Accrued Benefit.

(f) Plan Termination. Notwithstanding any provision of Section 9.3, if the Plan is terminated, distribution to each Participant of the portion of his or her Accrued Benefit that is attributable to Participant contributions under this Section 4.7 or Rollover Contributions under Section 4.6 shall be treated as a priority distribution ahead of any other distribution to Participants based upon the remainder of the Trust.

4.8 WITHDRAWAL OF EMPLOYEE CONTRIBUTION BENEFIT. A Participant who has reached a Termination Date and is credited with at least five Years of Service may elect, at any time, to receive a Cash-Out of his or her Employee Contributions Benefit (including contributions described in Sections 4.5 and 4.7) by filing a written notice with the Coordinator. A Participant who has reached a Termination Date without being credited with at least five Years of Service automatically will have a Cash-Out of his or her Employee Contributions Benefit which will be paid as soon as administratively feasible following the Termination Date. In either case, a Cash-Out shall constitute full payment of all benefits due to the Participant under the Plan.

A Participant who receives a Cash-Out pursuant to this Section 4.8, forfeits the entire remaining portion of his or her Accrued Benefit. Any forfeited amount is subject to restoration as provided in Section 4.7(b)(iii).

## **ARTICLE 5**

### **RETIREMENT BENEFITS**

5.1 NORMAL RETIREMENT BENEFITS. Subject to any limitations provided under the Plan, each Participant who is a Covered Employee on his or her Normal Retirement Age shall be 100%

vested in his or her Plan benefit and shall be entitled to receive a monthly pension under this Plan, which shall commence at the later of the Participant's Normal Retirement Date or the first day of the month coincident with or next following the date of the Participant's actual retirement and continuing for the life of the Participant. The amount of the monthly pension will be one-twelfth of two percent of the Participant's Average Compensation multiplied by his or her Years of Service. For purposes of the preceding sentence, a Participant's Years of Service greater than 50 shall be disregarded.

5.2 LATE RETIREMENT BENEFITS. Subject to the requirements of Section 5.9, if a Participant remains a Covered Employee after the Participant's Normal Retirement Date, the Participant's retirement benefits under the Plan shall not commence until the first day of the month coincident with or next following the Participant's Termination Date. The amount of the Participant's monthly pension will be the amount determined as provided in Section 5.1 as if the Participant had retired on his or her Normal Retirement Date, but adjusted by including any additional Years of Service that accrued after the Participant's Normal Retirement Date (but only to the extent that total Years of Service do not exceed 50) and by taking into account any increases in Average Compensation which may be generated by increases in Compensation earned since his or her Normal Retirement Date.

5.3 EARLY RETIREMENT BENEFITS. If a Participant shall, for any reason except death, retire on or after his or her Early Retirement Date and before his or her Normal Retirement Date, the Participant's retirement shall be considered as Early Retirement. Such a Participant may elect to receive an Early Retirement benefit (payable in accordance with the provisions of Section 5.4) which shall commence on the Participant's Normal Retirement Date or, at the election of the Participant, may commence on the first day of any month following his or her Early Retirement Date and on or before his or her Normal Retirement Date (such commencement date to be determined by the Participant by notice to the Committee in accordance with the rules adopted by the Committee). If a Participant's Early Retirement benefit commences prior to the Participant's Normal Retirement Date, such benefit shall be the pension benefit as computed under Section 5.1, reduced by one-half of one percent (0.5%) for each month by which the Participant's Annuity Starting Date precedes his or her Normal Retirement Date (determined as described in Section 1.3).

#### 5.4 FORMS OF BENEFITS.

(a) Normal Form of Benefit. A Participant's monthly pension benefit, as computed in Section 5.1 above, shall be paid for the Participant's lifetime. Notwithstanding the preceding, if a Participant who elects to receive payment in the normal form of benefit payment dies before receiving in payments the value of his or her Employee Contributions Benefit, determined at the time of his or her Annuity Starting Date, the balance of the value of his or her Employee Contributions Benefit shall be paid to his or her Beneficiary.

(b) Actuarial Equivalent Value Options. In lieu of receiving the monthly pension benefit provided in Section 5.4(a) above, a Participant may elect (as provided in (c), below) to receive his or her pension benefit payable in accordance with one of the following options, which options are of Actuarial Equivalent Value to the benefit to which the Participant was entitled under Section 5.4(a). The options available to a Participant are:

(i) Life Annuity With Period Certain. A life annuity with five, ten (10) or 15 years certain;

(ii) Joint and Survivor Annuity. A joint and 50%, 66-2/3 % or 100% survivor annuity. Notwithstanding the preceding, if a Participant who elects to receive payment in the form of a joint and survivor annuity and the Participant's designated survivor dies before receiving in payments the value of his or her Employee Contributions Benefit, determined at the time of his or her Annuity Starting Date, the balance of the value of the Participant's Employee Contributions Benefit shall be paid to his or her Beneficiary;

(iii) Special Option. Subject to the approval of the Administrator, and the requirements of applicable law, a Participant may make a written request to the Coordinator for any other form of benefit. The determination of whether to provide a form of benefit under this Section 5.4(b)(iii) will be made by the Administrator, in its sole discretion. The Administrator's determination is final and binding and is not subject to review.

(iv) Lump Sum Option. The lump sum option is a Cash-Out distribution of the Participant's Employee Contributions Benefit, as described in Section 4.8, in lieu of all other benefits under the Plan.

(v) Social Security Step-Up Option. The Social Security Step-Up Option, is an annuity that is designed to provide the Participant with a series of payments which, when combined with Social Security benefits received by the Participant, provides a series of substantially equal payments over the lifetime of the Participant. For purposes of this section, it will be assumed that the Participant will begin to receive Social Security benefits at age 62 (whether or not the Participant actually begins to receive Social Security benefits at age 62).

(c) Election of Options. An election of an optional form of benefit under Section 5.4(b) above must be in writing (on a form provided by the Administrator) filed with the Administrator prior to the commencement of retirement benefit payments. If no election is made, then the normal form of benefit in Section 5.4(a), will be deemed to have been elected by the Participant. Once an election of an optional benefit form has been made and filed with the Administrator or has been deemed to have been made, and unless it is rescinded or changed before the commencement of benefit payments or before the purchase of an annuity that will pay the Participant's benefits, it cannot be rescinded or changed by the Participant.

(d) Method of Payment. All benefit distributions shall be in cash (or in annuity contracts as provided herein). The County shall determine, in its discretion, whether the distribution shall be funded through periodic payments made directly from the Trust, or through the purchase of annuity contracts, or whether a combination of such methods of distribution shall be used, and the County shall give to the Trustees such directions and information as may be necessary for the Trustees to carry out the decision of the County. If the County determines that any part of the distribution is to be funded through purchase of an annuity contract for a Participant, the County shall select the form of contract (including a variable annuity) to be purchased and shall direct the Trustees to pay the premium to the issuing company. The County shall direct that all right, title and interest in such contract shall remain in the Trustees under the terms of the Plan and the Participant shall have no right, title or interest therein except to receive the payments, and to change the Beneficiary from time to time. Alternatively, the County may direct that the contract be purchased in the name of the Participant and distributed to him or her free and clear of the Trust, in which case: (i) the contract shall be issued so as to be nontransferable, (ii) it shall not contain a death benefit in excess of the death benefit provided in Article 7 or in this Article 5, and (iii) it shall not contain provisions that expand upon, change or eliminate any Plan provisions applicable to distributions in annuity form.

5.5 PAYMENTS TO MINORS AND INCOMPETENTS. If the Administrator shall receive evidence satisfactory to it (a) that a Participant or Beneficiary entitled to receive any benefit under this Plan is, at the time when such benefit becomes payable, a minor, or is physically or mentally incompetent to receive such benefit and to give a valid release therefor, (b) that another person or an institution is then maintaining or has custody of such Participant or Beneficiary, and (c) that no guardian, committee or other representative of the estate of such Participant or Beneficiary has been duly appointed, the Administrator may authorize the Trustee to make payment of the benefit otherwise payable to such Participant or Beneficiary to such other person or institution, including a custodian under a Uniform Gifts to Minors Act or corresponding legislation (who shall be an adult, a guardian of the minor or a trust company), and the release given by such other person or institution shall be a valid and complete discharge for the payment of such benefit.

5.6 NON-LOCATABLE PARTICIPANTS. The Administrator shall make a reasonable effort to locate all persons entitled to benefits under the Plan. Should the Administrator be unable to locate any person entitled to benefits, such benefits will remain in the Fund and shall be payable to such person at any future date that such person is located by the Administrator. Before the Administrator can deem that a person cannot be located, the Administrator shall send a certified letter to such person

at his or her last known address advising the person that benefit payments shall be suspended unless the person responds to such certified letter.

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5.7 DISABILITY BENEFITS. The Plan shall pay disability benefits determined in accordance with the following provisions:

(a) Ordinary Disability.

(i) Subject to Section 5.7(c), if a Participant who has completed at least five Years of Service reaches a Termination Date by reason of total and permanent disability (as defined in Section 5.7(a)(ii)), he or she shall be entitled to receive a monthly disability benefit equal to the greater of (A) a monthly amount equal to one-twelfth of 25% of his or her Average Compensation determined at the time his or her disability is incurred, or (B) the Participant's Accrued Benefit at the time his or her disability is incurred.

(ii) For purposes of this Section 5.7(a), a Participant shall be considered totally and permanently disabled if (A) the Committee determines, on the basis of a medical examination conducted by a physician or physicians selected by the County, that he or she is totally and permanently prevented from engaging in any occupation or employment for remuneration or profit, and that such condition was not a result of bodily injury in the performance of duty with the County or occupational disease incurred in the performance of duty with the County; and (B) the Participant is eligible for disability benefits under the provisions of the federal Social Security Act as in effect on the date the Participant otherwise becomes eligible for disability benefits under this Section 5.7(a).

(iii) A Participant ceases to qualify for disability benefits under this Section 5.7(a) on the earliest of (A) the date the Participant is no longer eligible for disability benefits under the provisions of the Social Security Act; (B) the date the Participant refuses to submit a report of his or her total earnings when requested by the County if he or she subsequently engages in an occupation or employment for remuneration or profit (other than for purposes of rehabilitation as approved by the

Committee); and (C) the date the Participant attains age 65 (for a Participant whose disability is incurred on or before age 60) or the five-year anniversary of the date his or her disability benefits under this Section 5.7 commence (for a Participant whose disability is incurred after age 60). For any disability benefits to be paid under this Section 5.7(a) when the Participant becomes engaged in an occupation or employment for remuneration or profit, the Participant shall be required to report on an annual basis his or her total earnings from that occupation or employment and to provide the Committee with documents satisfactory to the Committee, including his or her federal income tax return, that will substantiate the earnings being reported.

(b) Line of Duty Disability.

(i) Subject to Section 5.7(c), if a Participant (regardless of length of service) reaches a Termination Date by reason of total and permanent disability (as defined in Section 5.7(a)(ii)), incurred as a result of an accident or injury which has been ruled compensable under the Maryland Workers' Compensation Act, the Participant will be entitled to receive a monthly benefit equal to the lesser of (A) the sum of (1) one-twelfth of 66-2/3% of his or her Average Compensation determined at the time the disability is incurred, and (2) the Actuarial Equivalent of his or her Employee Contributions Benefit, or (B) one-twelfth of his or her Average Compensation determined at the time the disability is incurred.

(ii) For purposes of this Section 5.7(b), a Participant will be considered totally and permanently disabled if the Committee determines, on the basis of a medical examination conducted by a physician or physicians selected by the County, that (A) the Participant is totally and permanently incapacitated as the natural and proximate result of bodily injury in the performance of his or her regular occupation with the County or occupational disease incurred in the performance of duty with the County at some definite time or place, without willful negligence on the Covered Employee's part; and (B) the Participant is unable to engage in his or her regular occupation with the County as a Covered Employee or to be employed by the County in some other position for which he or she is suited or which is appropriate given the Participant's training and experience and (C) the Participant is eligible for disability benefits under the provisions of the federal Social Security Act as in effect on the date he or she otherwise becomes eligible for disability benefits under this Section 5.7(b).

(iii) A Participant ceases to qualify for disability benefits under this Section 5.7(b) on the earliest of (A) the date on which the Committee determines, on the basis of a medical examination conducted by a physician or physicians selected by the County, that the Participant is no longer totally and permanently incapacitated for duty or has sufficiently recovered but refuses to resume his or her regular occupation as a Covered Employee or to be reemployed by the County in some other position for which he or she is suited or which is appropriate given the Participant's training and experience; (B) the date on which the Participant refuses to undergo a medical examination requested by the Committee, provided such a medical examination may not be required more often than once a year; and (C) the date on which the Participant attains age 65 (for a Participant whose disability is incurred on or before age 60) or the five-year anniversary of the date disability benefits under this Section 5.7(b) commence (for a Participant whose disability is incurred after age 60).

(c) General Provisions Relating to Disability.

(i) Disability benefits shall commence on the first day of the month coincident with or next following the later of (A) the determination of disability by the Committee, and (B) the date the Participant has exhausted all sick leave and any accident and sickness benefits

(other than long-term disability) from other programs, exclusive of Social Security, to which the County makes contributions.

(ii) The benefits payable pursuant to this Section 5.7 shall be payable in the Plan's normal form of benefit unless an optional form of payment has been elected pursuant to Section 5.4.

(iii) Notwithstanding Sections 5.7(a)(ii) and 5.7(b)(ii), total and permanent disability under this Section 5.7 shall not include any injury or disease that results from (a) the Participant currently engaging in the illegal use of drugs or narcotics; (b) the Participant inflicting a purposefully self-inflicted injury (while sane or insane); (c) the Participant engaging in any illegal or criminal enterprise or activity; (d) the Participant working on the job while under the influence of alcohol; or (e) the Participant engaging in military service (except to the extent such exclusion is prohibited by applicable law).

(iv) Except as provided in Section 5.7(d), Years of Service shall not be credited for periods during which the Participant received disability benefits pursuant to this Section 5.7.

(v) Benefits with respect to a Participant who is eligible for or has commenced receiving benefits under this Section 5.7 are payable only as provided in Article 7.

(vi) A Participant who is on a Leave of Absence is not eligible to receive disability benefits pursuant to this Section 5.7.

(d) Change in Amount of Benefits. Notwithstanding any of the foregoing provisions of this Section 5.7, if a Participant incurs a disability on or before age 60, as of the first day of the month coincident with or next following his or her 65<sup>th</sup> birthday, the Participant will no longer receive the monthly disability benefit calculated pursuant to Section 5.7, but instead shall begin receiving a monthly benefit equal to the amount determined under Section 5.4, with (A) Years of Service credited as if the Participant had remained in active service through his or her Normal Retirement Date, and (B) Average Compensation based on the Participant's Average Compensation on the date he or she incurred the disability. In no case will the Participant be permitted to change the form of payment.

Notwithstanding any of the foregoing provisions of this Section 5.7, if a Participant incurs a disability on or after attaining age 60, as of the first day of the month coincident with or next following the five-year anniversary of the date his or her disability benefits pursuant to this Section 5.7 commence, the Participant will no longer receive the monthly disability benefit calculated pursuant to Section 5.7, but instead will begin receiving a monthly benefit equal to the amount determined under Section 5.4 with (A) Years of Service credited as if the Participant had remained in active service through the five-year anniversary of the date disability benefits commenced, and (B) Average Compensation based on the Participant's Average Compensation on the date he or she incurred the disability. In no case will the Participant be permitted to change the form of payment.

## 5.8 MAXIMUM LIMITATION ON BENEFITS.

(a) In General. To the extent the provisions of Code section 415 are applicable to the Plan, in no event shall any benefit be payable from this Plan, nor any contribution be permitted to this Plan, if such benefit or contribution would cause the Plan or any other plan maintained by the



Employer to violate the limitations of section 415 of the Code and the regulations thereunder. For purposes of the Plan's compliance with Code Section 415, "compensation" means compensation as defined in Treasury Regulations Section 1.415(c)-2.

(b) Additional Rules for Certain Employee Contributions. This Section 5.8(b) applies only to the extent, if any, that any employee contributions under Section 4.7 are required to be treated like contributions to a defined contribution plan for purposes of Code Section 415(c) and only with respect to such contributions or other amounts that would be considered annual additions to a contribution plan for purposes of Code Section 415(c).

Notwithstanding any other provision of this Plan, a Participant's total annual additions under this Plan for any Plan Year shall not exceed the lesser of (a) \$~~6156~~6,000 (for the Plan Year beginning in ~~2019-2022~~ (as indexed for later years) or (b) 100% of the Participant's compensation for such Plan Year. "Annual additions" for this purpose means the sum of (i) contributions under Section 4.7 of this Plan allocable to the Participant's Plan Account that are determined to be subject to the Code §415(c) limit, (ii) any forfeitures allocable to the Participant's Plan Account and (iii) amounts described in Code §§401(h) and 419A(f)(2).

If a Participant in this Plan participates in any defined contribution plan sponsored by the Employer which is qualified under Code §401(a), his or her annual additions under such plan shall be aggregated with his or her annual additions under this Plan, if any, and his or her annual additions under this Plan shall be reduced, if necessary, so that the aggregate of such annual additions does not exceed the limitations set forth in this Section.

## 5.9 DISTRIBUTION REQUIREMENTS.

(a) General Rule. This Section is included in the Plan to comply with Code §401(a)(9) and the regulations thereunder. To the extent that there is any conflict between the provisions of Code §401(a)(9) and the regulations thereunder and any other provision in the Plan, the provisions of Code §401(a)(9) and the regulations thereunder will control.

(b) Commencement of Benefits. The distribution of benefits to a Participant who continues employment with the County beyond the Participant's Normal Retirement Date must commence by the first day of April of the calendar year following the later of the calendar year in which the Participant terminates employment with the County or the calendar year in which the Participant attains age 72 (age 70 1/2 for any Participant who reached age 70 1/2 before January 1, 2020).

Notwithstanding any provision of the Plan to the contrary, the Plan will apply the minimum distribution requirements of Code §401(a)(9) to the extent, that they are applicable to a governmental plan, in accordance with the Final Regulations under Code §401(a)(9) including Treasury Regulation §1.401(a)(9)-2. Notwithstanding any other provision of the Plan to the contrary, the Plan shall be interpreted in a manner consistent with Sections 114 and 401 of the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act") and subsequent guidance issued under the SECURE Act (to the extent such guidance is applicable to a governmental plan), and such guidance is incorporated in this Plan by reference, effective as of the effective dates specified in Sections §§114 and 401 of the SECURE Act with respect to the Plan.

(c) Death Distribution Provisions

(i) Death After Distribution. If the Participant dies after distribution of his or her interest has commenced, the remaining portion of such interest, if any, will be distributed pursuant to the form in which the Participant's interest was being paid prior to the Participant's death.

(ii) Death Before Distribution. If the Participant dies before distribution of his or her interest commences, any benefits payable because of the Participant's death will be distributed pursuant to the provisions of Article 7. If the Participant's spouse is not the beneficiary, the method of distribution must satisfy the incidental death benefit requirements specified in §401(a)(9)(G) of the Code and regulation §1.401(a)(9)-2.

5.10 DETERMINATION OF ACTUARIAL EQUIVALENCE. For purposes of determining present values and lump sum amounts or any optional form of benefit or for any other calculation of Actuarial Equivalent Value that is necessary or appropriate under the terms of the Plan, the Plan will use the mortality table and the interest rate approved by the County Commissioners that is in effect at the time of the calculation.

5.11 DIRECT ROLLOVERS. Notwithstanding any other provision of the Plan to the contrary, any Distributee who is to receive an Eligible Rollover Distribution may elect the direct trustee-to-trustee rollover of the distribution to an Eligible Retirement Plan. A direct rollover election must be made pursuant to the procedures established by the Plan Administrator and must specify the Eligible Retirement Plan to which the direct rollover is to be made. If the Distributee elects a direct rollover as permitted hereunder, the Plan Administrator shall make the rollover as elected. For purposes of this Section, the term "Eligible Rollover Distribution" has the meaning given such term in Code §401(a)(31)(C) and currently means any distribution of all or any portion of the balance to the credit of the Distributee, except (i) any distribution that is one of a series of substantially equal periodic payments (not less frequent than annual) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of 10 years or more, (ii) any distribution to the extent such distribution is required under Code §401(a)(9), and (iii) the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

For purposes of this Section, the term Eligible Retirement Plan has the meaning given such term in Code §401(a)(31)(D) and currently means (i) an individual retirement account described in Code §408(a), (ii) an individual retirement annuity described in Code §408(b) (other than an endowment contract), (iii) an annuity plan described in Code §403(a), (iv) a qualified trust that is a defined contribution plan described in Code §401(a), the terms of which permit the acceptance of direct rollovers, (v) an annuity contract described in Code §403(b), (vi) an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and (vii), a Roth IRA described in Code §408A, provided the requirements of Code §408A and the Treasury regulations issued thereunder are satisfied.

For purposes of this Section, the term Distributee includes the Participant and the Participant's surviving spouse. In addition, Distributee includes the Participant's spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code §414(p), with respect to the payee's interest under the Plan. In addition, for distributions to Eligible Retirement Plans described in (i) and (ii) of the preceding paragraph, Distributee also includes the Participant's surviving non-spouse Beneficiary who is a designated beneficiary



within the meaning of Code §401(a)(9)(E).

5.12 MILITARY SERVICE BENEFITS. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with §414(u) of the Code.

5.13 IN-SERVICE RETIREMENT BENEFIT. Prior to July 1, 2019, a Participant was eligible to elect an in-service retirement, in accordance with procedures that applied under the Plan before that date, if he or she was eligible for Normal Retirement. This benefit is no longer available to any Participant who did not elect the benefit before July 1, 2019. For anyone who properly elected that benefit before that date, the provisions of this Section 5.13 will continue to apply.

(a) As of the effective date of the Participant's in-service retirement, the Administrator determined the Participant's Accrued Benefit, and commenced paying the Participant's Accrued Benefit in the form of payment elected by the Participant as provided in Section 5.4.

(b) The in-service retirement shall be an actual retirement for all purposes under the Plan.

(c) A Participant who is receiving in-service retirement payments may not receive credit for Years of Service for any period of in-service retirement.

(d) A Participant's compensation during the in-service retirement period may not be:

(i) subject to the employer pickup provisions of Section 4.5 or any reduction as an employee contribution for pension or retirement purposes, or

(ii) used to increase the Participant's Average Compensation.

(e) During the period of in-service retirement, the Participant shall:

(i) continue to receive any benefits to which he or she is entitled as an employee of Washington County,

(ii) be subject to the personnel law, regulations and policies applicable to an employee of Washington County, and

(iii) receive retirement benefits only to the extent provided in this Article.

(f) When a Participant who is receiving in-service retirement payments terminates employment, the Trustee shall continue to pay the Participant's retirement benefits in the same amount and form elected by the Participant upon his or her in-service retirement.

(g) If a Participant who is receiving in-service retirement payments dies, the Participant's Beneficiary will be entitled to any death benefits payable under Section 7.2 for a Participant who dies after benefits begin.

**ARTICLE 6**  
**DEFERRED RETIREMENT OPTION PROGRAM**

6.1 **DEFINITIONS.** In this Article, the following words have the meanings indicated:

- (a) “DROP” means the Deferred Retirement Option Program established under this Article 6.
- (b) “DROP Participant” means a Participant in the Plan who:
- (i) is eligible to participate in the DROP, as provided below, and
  - (ii) elects to participate in the DROP, as provided below.
- (c) “DROP Account” means the dollars allocated to a DROP Participant pursuant to this Article. Such accounts will be maintained by the Trustee as entries on its books. The Trustee is not required to set up individual accounts for each DROP Participant.

6.2 **ELIGIBILITY FOR DROP.** A Participant is eligible to participate in the DROP if he or she is eligible for Early or Normal Retirement. A Participant who has participated in the DROP for any period of time, and whose participation under the DROP ends under Section 6.5, may not later elect to participate in the DROP again.

6.3 **DURATION OF DROP.** An eligible Participant may elect to participate in the DROP for a period not less than one year nor more than five years.

6.4 **APPLICATIONS FOR DROP PARTICIPATION.**

- (a) An eligible Participant who elects to participate in the DROP shall complete and submit a written election form to the Administrator, on the form provided by the Administrator, stating:
- (i) the Participant’s intention to participate in the DROP and to resign thereafter,
  - (ii) the period that the Participant desires to participate in the DROP (not to be less than one year or more than five years),
  - (iii) the Participant’s acknowledgment that his or her Accrued Benefit will be frozen as of the first day of his or her participation in the DROP, and
  - (iv) any other information required by the Administrator or the Trustees to administer the DROP.
- (b) Subject to Section 5.13, a Participant’s election to participate in the DROP is irrevocable once DROP participation has begun as provided below.

6.5 **DROP PARTICIPATION.**

- (a) A Participant’s participation in DROP begins on the first day of the month

following acceptance by the Administrator of the Participant's election form and any other information required by the Administrator.

(b) A DROP Participant's participation in the DROP ends on the first day of the month coincident with or next following:

- (i) the date that the DROP Participant separates from employment with the Employer,
- (ii) the date that the DROP Participant dies, or
- (iii) the date that the DROP Participant specifies as the end of the DROP period that is earlier than the date specified under Section 6.4(a)(ii), by delivering to the Administrator written notice of the earlier end date and the intent of the DROP Participant to terminate employment on such earlier date.

#### 6.6 DROP BENEFIT.

(a) As of the effective date of participation in the DROP, the Administrator shall determine the DROP Participant's Accrued Benefit.

(b) During the period that a DROP Participant participates in the DROP, the Administrator shall direct the Trustee to:

(i) credit the DROP Participant's monthly pension benefit to the DROP Account for the DROP Participant's benefit, and

(ii) accrue interest on the amounts calculated under subparagraph (i) for the DROP Participant at the rate of (A) six percent per year, compounded annually, for anyone who becomes a DROP Participant before January 1, 2020 or (B) four percent per year, compounded annually, for anyone who becomes a DROP Participant on or after January 1, 2020.

(c) A DROP Participant may not receive credit for Years of Service during the period that the DROP member participates in the DROP.

(d) A DROP Participant's compensation during the DROP period may not be:

(i) subject to the employer pickup provisions of Section 4.5 or any reduction as an employee contribution for pension or retirement purposes, or

(ii) used to increase the DROP Participant's Average Compensation.

(e) During the DROP period, the DROP participant shall:

(i) continue to receive any benefits to which he or she is entitled as an employee of Washington County,

(ii) be subject to the personnel law, regulations and policies applicable to an employee of Washington County, and

(iii) receive retirement benefits only to the extent provided in this Article.

(f) Each Plan Year, the Administrator shall provide a DROP Participant with a written accounting of the DROP Participant's balance in the DROP Account. Participant DROP Accounts shall be maintained by the Administrator as entries on its books. No money shall actually be paid into any DROP Account. No assets or funds shall be paid to, held in or invested in any separate trust.

#### 6.7 PAYMENT OF DROP ACCOUNT.

(a) At the end of the DROP period, a DROP Participant who terminates employment may request a distribution of the DROP Account in the form of either Option (1) a lump sum distribution of the DROP Participant's entire DROP Account balance, or Option (2) an increase (or "bump up") to the form of benefit in which the Participant elects to receive the Participant's remaining Accrued Benefit. For example, if the DROP Participant elects Option (2) and also elects to receive his or her Accrued Benefit in the Plan's normal form of benefit (monthly annuity payments for life, as described in Section 5.4(a)), the value of the Participant's monthly annuity retirement payments would be actuarially increased ("bumped up") to reflect the value of the DROP Account. A DROP Participant must choose either Option (1) or Option (2). The chosen option will apply to the Participant's entire DROP Account.

If the DROP Participant elects to receive the value of the DROP Account in the form of a lump sum, the Participant may elect to have the lump sum distribution (a) paid as a cash distribution to the Participant of the Participant's entire DROP Account, or (b) treated as an Eligible Rollover Distribution (if applicable) under Section 5.11 equal to the Participant's entire DROP Account to an Eligible Retirement Plan designated by the Participant, or (c) distributed in any combination of a cash distribution to the Participant and an Eligible Rollover Distribution to a designated Eligible Retirement Plan, with the combined value being equal to the value of the DROP Participant's entire DROP Account.

The amount accrued in the DROP Account will be available as soon as practicable following the end of the DROP period, but not sooner than the first day of the month coincident with or next following the end of the DROP period and not later than the first day of February of the next calendar year following the year of the termination of employment. Alternatively, he or she may elect, in a format acceptable to the Administrator, to have the amount accrued in the DROP Account added to his or her Employee Contributions Benefit. Notwithstanding anything in the Plan to the contrary, no interest will accrue on the Participant's DROP Account after the first day of the month coincident with or next following the end of the DROP period.

(b) If the DROP Participant has died, the amount in the Participant's DROP Account will be paid to the Participant's Beneficiary or may be treated as an Eligible Rollover Distribution (if applicable) under Section 5.11. The amount in the DROP Account will be available as soon as practicable following the DROP Participant's death, but not sooner than the first day of the month coincident with or next following the end of the DROP period and not later than the first day of February of the next calendar year following the year of the termination of employment.

#### 6.8 BENEFITS PAYABLE UPON TERMINATION OF EMPLOYMENT.

(a) If a DROP Participant terminates employment at the end of the DROP period,



the Trustee shall pay his or her Accrued Benefit, calculated as outlined above as of the beginning of the DROP period, in any form permitted under the Plan.

(b) If a DROP Participant dies before the end of the DROP period, the Participant's Beneficiary will be entitled to any death benefits payable under the terms of the Plan, based on the Participant's Accrued Benefit, calculated as outlined above as of the beginning of the DROP period, in any form permitted under the Plan.

## **ARTICLE 7**

### **DEATH BENEFITS**

7.1 DEATH AFTER RETIREMENT BUT BEFORE BENEFITS BEGIN. Except as provided in Section 7.3, no death benefits are payable on account of a Participant who dies after his or her Termination Date and before the payments of his or her benefits under the Plan begin.

7.2 DEATH AFTER BENEFITS BEGIN. The death benefits of a Participant who dies after his or her benefits under the Plan begin are those specified, if any, under the form in which the Participant's benefits were being paid.

#### 7.3 PRERETIREMENT DEATH BENEFITS.

(a) General Preretirement Death Benefit. If a Participant dies before his or her Annuity Starting Date, his or her Beneficiary will be entitled to receive as a single lump sum the benefit described in (i) plus that described in (ii).

(i) An amount equal to the Participant's Employee Contributions Benefit.

(ii) An amount equal to 50% of the Participant's Average Compensation determined at the time of death; provided, however, that the benefit provided by this Section 7.3 will be payable only if the Participant dies before his or her Termination Date and after completing one Year of Service.

(b) Surviving Spouse Annuity Benefit. If each of the following conditions are met, the surviving spouse of a deceased Participant is entitled to receive a survivor annuity, in lieu of any other Plan benefit:

(i) The Participant is married on the date of death;

(ii) The Participant's death occurs before his or her Termination Date;

(iii) The Participant has designated his or her surviving spouse as the only primary Beneficiary;

(iv) The Participant attained age 55 and was credited with at least 15 Years of Service before his or her death or would have been eligible to receive either normal retirement benefits pursuant to Section 5.1 or early retirement benefits pursuant to Section 5.3 if the Participant had retired on the day before his or her death; and

(v) The Participant's spouse does not elect to receive the benefit

provided in Section 7.3(a).

For purposes of this Section 7.3(b), a survivor annuity is a monthly benefit commencing in the month next following the Participant's death, and continuing for the remainder of the spouse's life, in an amount equal to the benefit the spouse would have received under an immediate joint and 100% survivor annuity pursuant to Section 5.4(b)(ii) if the Participant had retired on the day before his or her death.

(c) The Beneficiary of a Participant who dies while on a Leave of Absence shall be entitled to receive death benefits pursuant to this Section 7.3.

## **ARTICLE 8**

### **TERMINATION OF EMPLOYMENT**

8.1 **DEFERRED PENSION BENEFITS.** If a Participant reaches a Termination Date for any reason other than the Participant's Normal Retirement, Early Retirement, disability or death, the Participant shall be entitled to receive a deferred pension benefit commencing at the Participant's Normal Retirement Date and equal to the greater of (i) 100% of the Participant's Employee Contributions Benefit or (ii) the vested percentage of the Participant's Accrued Benefit.

A Participant's vested percentage is determined based on Years of Service on the Termination Date, according to the following schedule:

<b>YEARS OF SERVICE</b>	<b>VESTED PERCENTAGE</b>
Less than 5	0%
5 or more	100%

Notwithstanding the preceding, [and subject to the provisions of Section 4.8.](#) (i) a Participant who reaches a Termination Date and is credited with at least five Years of Service may elect to receive a Cash-Out of his or her Employee Contributions Benefit, which may be made at any time after the Termination Date; and (ii) a Participant who reaches a Termination Date and is credited with fewer than five Years of Service will automatically receive a Cash-Out of his or her Employee Contributions Benefit, which will be paid as soon as administratively feasible after the Termination Date. Notwithstanding the above, any automatic Cash-Out of an amount greater than \$1,000 (excluding amounts attributable to rollover contributions) will be made as a direct rollover (as defined in Section 5.11) to an individual retirement account described in Code §408(a) for the benefit of the Participant, unless the Participant elects a cash distribution or a rollover or transfer to another Eligible Retirement Plan (as defined in Section 5.11). A direct rollover pursuant to the previous sentence will be made as soon as practicable after the Participant becomes entitled to a distribution.

For purposes of this Section, "amounts attributable to rollover contributions" means amounts contributed to the Plan as rollover contributions within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii) and 457(e)(16), together with any earnings or losses allocable to such contributions.

## **ARTICLE 9**

### **AMENDMENT AND TERMINATION**

9.1 **EMPLOYER'S RIGHT TO AMEND.** Subject to applicable labor laws, the County

shall have the right to amend this Plan in any and all respects at any time and from time to time, including the right to reduce or suspend contributions; provided, however:

- (a) that no amendment shall increase the duties or liabilities of the Trustee without its consent;
- (b) that no amendment shall deprive any Participant of any of the vested accrued benefits to which he or she is entitled to under this Plan;
- (c) that no amendment shall provide for the use of the Fund other than for the benefit of Participants and Beneficiaries, except as provided in Section 9.3;
- (d) that any amendment may be made retroactively; and
- (e) that no amendment shall deprive any Participant of any vested interest in his or her Accrued Benefit.

9.2 AMENDMENT PROCEDURE. An amendment made under this Article shall be valid only if it is approved by the County Commissioners of Washington County, by amendment to the Public Local Laws of Washington County. Notwithstanding any other provision of County Law, no County resolution or ordinance that relates to the subject matter of the Plan will be effective with respect to the Plan unless the County acts by ordinance to specifically amend the relevant provisions of the Plan.

### 9.3 TERMINATION OF THE PLAN.

(a) The County reserves the right to terminate all or any portion of the Plan or to terminate or limit the participation of any County in the Plan at any time.

(b) In the event of a termination or partial termination, as determined under applicable Internal Revenue Service regulations and rulings, of the Plan, all affected Participants on the date of the termination or partial termination, to the extent required by law, shall have a nonforfeitable right to benefits under this Plan accrued on the date of the termination or partial termination to the extent the same are funded as of such date. In addition, no person who is not a Participant on the date of the termination or, if relevant, a partial termination, may become a Participant on or after that date and no further benefits shall accrue to affected Participants after that date.

(c) Upon termination or partial termination of the Plan as described above, the Administrator, to the extent necessary, shall make provision for any expenses of the Plan and the Administrator shall allocate the assets of the Fund, as appropriate. Upon such allocation of assets, the Administrator shall have the authority to direct the liquidation and distribution of the Fund or to continue the operation of the Plan and the Fund in accordance with their provisions as from time to time established, including, as necessary, subsequent allocations of the Fund assets among persons entitled to benefits under this Plan in the manner provided in Section 9.4. In the event of liquidation, distributions from the Fund on the basis of the most recent allocation of assets, as described in Section 9.4, may be made in cash or by means of annuity contracts or certificates of equivalent value.

9.4 ALLOCATION AND DISTRIBUTION. This Section shall become operative upon

any of the following events: (a) a complete termination of the County's liability to make further contributions to the Trust; (b) a complete discontinuance of contributions by the County to the Trust; or (c) a complete termination of the Plan. The provisions of this Section 9.4 also shall become operative in the event of a partial termination of the Plan, but only with respect to that portion of the Plan attributable to the Participants to whom the termination is applicable. The effective date of any termination or discontinuance of contributions shall be as set forth in a resolution adopted by the County. Upon the effective date of any such event, then, notwithstanding any other provisions of the Plan, no persons who are not Participants shall be eligible to become Participants, no further benefits shall accrue and the Accrued Benefits of all Participants not then vested, and not previously forfeited, shall immediately become fully vested.

The allocation and distribution of Plan assets upon Plan termination will be made in a manner determined by the Committee to preclude individual discrimination, by the purchase of annuities or other equitable means of distribution. Notwithstanding any provision of this Plan to the contrary, if the balance of the Trust, as of the date of any event specified in this Section, exceeds the amount required to fully fund the benefits accrued to that date for all Participants who are then active, retired or disabled, the excess amount shall be returned to the County.

**9.5 AUTOMATIC TERMINATION OF CONTRIBUTIONS.** The liability of the County to make contributions to the Trust shall automatically terminate upon liquidation of the County, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of creditors.

**9.6 TERMINATION PROCEDURE.** A termination or discontinuance made under this Article shall be valid only if it is approved by the County Commissioners of Washington County, by amendment to the Public Local Laws of Washington County.

**9.7 RELEASE AND DISCHARGE OF ADMINISTRATOR.** Notwithstanding the above, in case the Plan is terminated in whole or in part, the Administrator, to the extent permitted under applicable law, shall distribute the assets in the Fund. To the extent permitted by applicable law, when the assets in the Fund shall have been so applied or distributed and the accounts of the Fund shall have been so settled, the Administrator shall be released and discharged from all further accountability or liability respecting the Plan and the Fund (or that part of the Fund so applied or distributed if the Plan is terminated only in part) and shall not be responsible in any way for the further disposition of the Fund (or that part of the Fund so applied or distributed, if the Plan is terminated only in part) or any part thereof so applied or distributed.

## **ARTICLE 10**

### **ADMINISTRATION**

**10.1 ADMINISTRATION.** The Administration of this Plan shall be the responsibility of the following named fiduciaries:

(a) The Trustee with respect to the management, control and investment of the Trust (except to the extent the Trustee is subject to the direction of the Administrator or an investment manager) and the payment of benefits to Participants and their beneficiaries;

(b) The Administrator or other person or persons designated by the Administrator for purposes of determining appeals with respect to denied claims for benefits; and



(c) The Administrator with respect to controlling and managing the administration and operation of the Plan as hereinafter set forth. The Administrator may, through a written instrument, designate other persons to carry out some or all of its fiduciary responsibility.

The authority of each named fiduciary in its designated area of responsibility as aforesaid shall be exclusive, and no named fiduciary shall have either authority or responsibility to exercise any discretion or control other than specifically delegated to the named fiduciary hereunder. Any person or group of persons or entity may serve in more than one fiduciary capacity with respect to the Plan.

## **ARTICLE 11 THE ADMINISTRATOR**

11.1 MEMBERS. The Administrator shall be the Retirement Committee, as established in Section 11.2.

11.2 RETIREMENT COMMITTEE. Except to the extent that the County has retained any power or authority, or allocated duties and responsibilities to another administrator or other fiduciary, the Retirement Committee shall have full power and authority to administer and operate the Plan in accordance with its terms and in particular the authority contained in this Article 11, and, in acting pursuant thereto, shall have full power and authority to deal with all persons in any matter directly connected with the Plan, including, but not limited to, the Trustees, other fiduciaries, insurance companies, investment advisors, other advisors and specialists, Participants, Beneficiaries and their representatives, in accordance with the following provisions:

(a) The Committee shall consist of those individuals who hold the following positions:

(i) County Administrator or designee;

(ii) Chief Financial Officer or designee;

(iii) A County Commissioner, appointed by the County Commissioners as a whole; and

(iv) Human Resources Director, as Chairman;

~~(iv)~~(v) Retirement Coordinator or designee;

~~(v)~~(vi) One—Three representatives of the Sheriff's Department, recommended by the Sheriff, one of whom is from "Judicial" and one of whom is from "Patrol"; and

(vii) Four representatives of Local 67 of the American Federation of State, County, and Municipal Employees, elected by the union membership; and

~~(v)~~(viii) One representative of Local 1605 of the International Association of Fire Fighters, AFC-CIO, elected by union membership.

Commented [MOU1]: County to confirm how elected/designated

Commented [MOU2]: County to confirm how elected/designated

(b) Subject to the right to resign at any time, each member of the Committee shall serve without compensation at the pleasure of the County, and the County may appoint, and may revoke the appointment of, additional members to serve with the Committee as may be determined to be necessary or desirable from time to time. Each member of the Committee, by accepting his or her appointment to the Committee, shall thereby be deemed to have accepted all of the duties and responsibilities of such appointment, and to have agreed to the faithful performance of his or her duties thereunder.

(c) The Committee shall adopt such formal organization and method of operation as it shall deem desirable for the conduct of its affairs. The Committee shall act as a body, and the individual members of the Committee shall have no powers and duties as such, except as provided herein. The Committee shall act by vote of a majority of its members at the time in office (other than those disqualified from voting pursuant to the Committee's rules), either at a meeting or in writing without a meeting.

(d) Except as otherwise provided in this Plan, the determination of the Committee on any matter pertaining to the Plan within the powers and discretion granted to it shall be final and conclusive on the County, the Trustees, all Participants and Beneficiaries and all those persons dealing in any way or capacity with the Plan.

11.3 RETIREMENT ADVISORY COMMITTEE. There shall be a committee, to be known as the Retirement Advisory Committee, which shall serve as a liaison between the Retirement Committee and Covered Employees.

(a) The Retirement Advisory Committee shall consist of 10 Employees appointed by the Board of County Commissioners.

(b) The members of the Retirement Advisory Committee shall be invited to actuary and investment overviews and will meet from time-to-time to review the Plan.

(c) The Retirement Advisory Committee will present suggestions with respect to the Plan from time-to-time to the Retirement Committee who will determine whether the suggestions should be recommended for approval by the Board of County Commissioners.

11.4 POWERS AND RESPONSIBILITIES. The Administrator shall have the following powers and responsibilities:

(a) Under advice of counsel, who may be counsel to the County or counsel of its own selection, construing the Plan, and remedying any ambiguities, inconsistencies or omissions.

(b) Determining all questions relative to the eligibility of employees to be Participants and the benefits of Participants or beneficiaries.

(c) Establishing reasonable rules for the administration of the Plan.

(d) Maintaining appropriate records relating to Participants and their beneficiaries.

(e) Communicating the funding policy to the Trustee and to any investment manager or any Investment Committee established by the County whose duties are to determine the investment policy of the Fund.

(f) Preparing and filing such reports and returns with respect to the Plan as are required by law.

(g) Acting for the County before all persons in any matter directly related to the Plan.

(h) Performing other duties necessary for the administration of this Plan which appear to the Administrator to be necessary or appropriate to properly administer and operate the Plan.

The Administrator shall discharge its duties for the exclusive purpose of providing benefits hereunder and defraying the reasonable expenses of operating the Plan and with the skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

In carrying out its duties herein, the Administrator shall have discretionary authority to exercise all powers and to make all determinations, consistent with the terms of the Plan, in all matters entrusted to it, and its determinations shall be given deference and shall be final and binding on all interested parties.

#### 11.5 CERTIFICATIONS AND INVESTIGATIONS.

(a) Whenever in the administration of the Plan a certification by the County is required to be given to the Administrator, or if the Administrator shall deem it necessary that a matter be proved by certification of the County prior to taking or omitting any action hereunder, such certification shall be duly made, and the matter shall be deemed proved, by an instrument delivered to the Administrator, signed in the name of the County by its duly authorized representative. The Administrator shall be empowered to act, and shall be protected in acting, upon such instrument. Further, the Administrator shall be empowered to act, and shall be protected in acting, upon any notice, resolution, order, offer, telegram, letter or other document believed by the Administrator to be genuine and to have been signed by the proper party or parties.

(b) The Administrator shall not be required to make any investigation to determine the identity or mailing address of any person entitled to benefits under this Plan and shall be entitled to withhold the payment of benefits until the identity and mailing addresses of persons entitled to benefits are certified to it by the County or by such person.

11.6 CLAIMS PROCEDURE. Any person claiming a benefit under the Plan (a "Claimant") shall present the claim, in writing, to the Administrator, and the Administrator shall respond in writing. If the claim is denied, the written notice of denial shall state, in a manner calculated to be understood by the Claimant:

(a) The specific reason or reasons for denial, with specific references to the Plan provisions on which the denial is based;

(b) A description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or information is necessary; and

- (c) An explanation of the Plan's claims review procedure.

The written notice denying or granting the Claimant's claim shall be provided to the Claimant within 90 days after the Administrator's receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished by the Administrator to the Claimant within the initial 90 day period and in no event shall such an extension exceed a period of 90 days from the end of the initial 90 day period. Any extension notice shall indicate the special circumstances requiring the extension and the date on which the Administrator expects to render a decision on the claim. Any claim not granted or denied within the period noted above shall be deemed to have been denied.

Any Claimant whose claim is denied, or deemed to be denied under the preceding sentence, (or such Claimant's authorized representative) may, within 60 days after the Claimant's receipt of notice of the denial, or after the date of the deemed denial, request a review of the denial by notice given, in writing, to the Administrator. Upon such a request for review, the claim shall be reviewed by the County Commissioners (or a designated representative) which may, but shall not be required to, grant the Claimant a hearing. In connection with the review, the Claimant may have representation, may examine pertinent documents, and may submit issues and comments in writing.

The decision on review normally shall be made within 60 days of the Administrator's receipt of the request for review. If an extension of time is required due to special circumstances, the Claimant shall be notified, in writing, by the Administrator, and the time limit for the decision on review shall be extended to 120 days. The decision on review shall be in writing and shall state, in a manner calculated to be understood by the Claimant, the specific reasons for the decision and shall include references to the relevant Plan provisions on which the decision is based. The written decision on review shall be given to the Claimant within the 60 day (or, if applicable, the 120 day) time limit discussed above. If the decision on review is not communicated to the Claimant within the 60 day (or, if applicable, the 120 day) period discussed above, the claim shall be deemed to have been denied upon review. All decisions on review shall be final and binding with respect to all concerned parties.

11.7 ADVICE. The Administrator may secure specialized advice or assistance as it deems necessary or desirable in connection with the administration and operation of the Plan and shall be entitled to rely conclusively upon, and shall be fully protected in any action or omission taken by it in good faith reliance upon, any advice or opinion so obtained.

11.8 LIABILITY; INDEMNIFICATION. No member of the Administrator shall incur any liability: (i) by virtue of any contract, agreement, bond or other instrument made or executed by the member or on the member's behalf as a member of the Administrator, (ii) for any act or failure to act, or any mistake or judgment made by the member, with respect to the business of the Plan, unless resulting from the member's gross negligence or willful misconduct, or (iii) for the neglect, omission or wrongdoing of any other member of the Administrator or of any person employed or retained by the Administrator. The County shall indemnify and hold harmless each member of the Administrator from the effects and consequences of the member's acts, omissions and conduct with respect to the Plan, except to the extent that such effects and consequences shall result from the member's own willful misconduct or gross negligence. The foregoing right to indemnification shall be in addition to such other rights as the Administrator may enjoy as a matter of law or by reason of insurance coverage of any kind. Rights granted hereunder shall be in addition to and not in lieu of any rights to indemnification to which the Administrator maybe entitled pursuant to the by-laws of the County, and, if the Administrator is a Covered Employee, service as the Administrator shall be deemed in



partial fulfillment of the member's employment function. In all computations, the Administrator shall be entitled to rely fully upon data furnished by the County and upon information furnished it by or on behalf of an employee or employees.

11.9 INSURANCE. The Plan may purchase, as an expense of the Plan, liability insurance for the Plan and/or for its fiduciaries to cover liability or losses occurring by reason of an act or omission by a fiduciary. In addition, any fiduciary may purchase, from and for the fiduciary's own account, insurance to protect the fiduciary in the event of a breach of fiduciary duty, and the County may also purchase insurance to cover the potential liability of one or more persons who serve in a fiduciary capacity with regard to the Plan.

11.10 BONDING. The Administrator shall arrange for such bonding, if any, as is required by law. Bonding in excess of the amount required by law shall not be considered required, but shall be permitted, by this Plan. The costs for such bonding shall be paid by the County or, if the County elects, from the Trust.

11.11 COMPENSATION. The Administrator shall serve without compensation, but all expenses of the Administrator incurred in the performance of duties hereunder shall be proper charges to the Trust and shall be paid therefrom unless the County, in its discretion, chooses to pay such expenses.

11.12 PLAN RECORDS. The Administrator, or the Secretary of the Administrator shall keep or cause to be kept records reflecting administration of the Plan, which records shall be subject to audit by the County. A Participant may examine only those records pertaining directly to the Participant.

11.13 INSTRUCTIONS TO TRUSTEES. The Administrator shall provide appropriate written instructions to the Trustee signed by an authorized member or members of the Administrator to enable it to make the distributions provided for in the Plan. The Trustee shall be entitled to rely upon any written notice, instruction, direction, certificate or other communication reasonably believed by it to be genuine and to be signed by an authorized member of the Administrator or an officer of the County, and the Trustee shall be under no duty to make investigation or inquiry as to the truth or accuracy of any statement contained therein, unless it knows that the direction or instruction constitutes a breach of the Administrator's or the County's fiduciary responsibility with respect to the Plan.

11.14 INVESTMENT MANAGERS. The County's power to retain the services of an investment manager for the management of (including the power to acquire and dispose of) all or any part of the Fund's assets, shall be limited to the retention of such persons or firms that are registered as investment managers under the Investment Advisers Act of 1940, as Banks (as defined in that Act), or which are insurance companies qualified to manage, acquire or dispose of the Fund's assets under the laws of more than one state, and provided that each of such persons or firms has acknowledged to the Administrator and the Trustee in writing that he or she is a fiduciary with respect to the Plan. In such event, the Trustee shall not be liable for the acts or omissions of such investment manager or managers, nor shall it be under any obligation to invest or otherwise manage any assets which are subject to the management of such investment manager or managers.

**ARTICLE 12**  
**MISCELLANEOUS**

12.1 **NO RIGHT TO EMPLOYMENT.** Participation in this Plan shall not give any person the right to be retained in the employ of the County, or any right or interest in this Plan other than as herein provided.

12.2 **HEADINGS.** The headings and sub-headings in this instrument are inserted for convenience of reference only and are not to be considered in construing the provisions hereof.

12.3 **COUNTERPARTS.** This instrument maybe executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.

12.4 **GOVERNING LAW.** Except to the extent preempted by applicable Federal law, this Plan shall be construed, administered and governed in all respects under and by the laws of the State of Maryland.

12.5 **UNIFORM TREATMENT.** This Plan shall be administered and construed in a uniform and non-discriminatory manner, treating similarly situated Participants alike.

12.6 **RULES AND REGULATIONS.** By becoming a Participant, every Participant shall thereby be deemed to have agreed to abide by the rules and regulations of the Administrator made in accordance with this Plan, and to sign all papers necessary for the compliance therewith.

12.7 **LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN.** In the event that all, or any portion, of the distribution payable to a Participant or a Beneficiary shall remain unpaid solely because the Administrator cannot ascertain the whereabouts of the Participant or Beneficiary, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, the amount so distributable shall be treated as a forfeiture and used to reduce the contribution for that Plan Year. However, the dollar amount, unadjusted for gains or losses in the interim, shall be reinstated if a claim for the benefit is made by the Participant or Beneficiary to whom it was payable. If a benefit payable to an unlocated Participant or Beneficiary is subject to escheat pursuant to applicable state law, neither the Trustee nor the County shall be liable to any person for any payment made in accordance with such law.

12.8 **NO ASSIGNMENT OF BENEFITS.** Except as expressly provided herein, no benefits under the Plan may be assigned or alienated, and the Trustee shall pay all amounts payable hereunder, and shall distribute all assets distributable hereunder, to any person, into the hands of such person and not unto any other person or corporation whatsoever, whether claiming by his or her authority or otherwise; nor may said payments be anticipated. Except as expressly provided herein, the interest of any Participant hereunder may not be assigned or encumbered, nor shall it be subject to attachment or other judicial process. However, deposit to the credit of the account of any person in a bank or trust company designated by such person in writing shall be deemed to be the equivalent of payment into the hands of such person. Notwithstanding the foregoing, amounts held for the benefit of a Participant may be paid in accordance with a "qualified domestic relations order" as defined in Code §414(p) (or a domestic relations order entered before January 1, 1985 which, in the judgment of the Administrator, is entitled to be treated as a qualified domestic relations order), so long as the payment complies with Code §414(p). Notwithstanding the foregoing, amounts held for the benefit

of a Participant may be paid in accordance with a domestic relations order, if required under applicable law. Notwithstanding the foregoing, a Participant's benefits under the Plan may be offset if the offset is permitted under applicable law.

12.9 EXCLUSIVE BENEFIT. The Trust Fund shall be held by the Trustee for the exclusive purpose of providing benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan. No part of the Trust shall ever inure to the benefit of the County prior to the satisfaction of all liabilities to all Participants and their beneficiaries, except that:

(a) Any contribution made to the Trust Fund by the County which is attributable to a mistake of fact may be returned to the County within one year after such contribution was made;

(b) All contributions shall be conditioned on the initial qualification of the Plan under Code §401, and if the Plan does not qualify, then such contributions may be returned to the County within one year after the date of denial of qualification of the Plan.

(c) If a return of contributions pursuant to the foregoing is due to a good faith mistake of fact or a good faith mistake in determining the deductibility of the contribution:

(i) The amount which may be returned to the County is the excess of the amount contributed over the amount that would have been contributed had there not occurred a mistake of fact or a mistake in determining the deduction; and

(ii) Earnings attributable to such excess contribution may not be withdrawn, but losses attributable thereto must reduce the amount to be returned.

(d) In the case of the termination of the Plan, any residual assets of the Plan shall be distributed to the County at the direction of the Administrator if all liabilities of the Plan to Participants and their Beneficiaries have been satisfied and the distribution does not contravene any provision of law.

12.10 STATUTE OF LIMITATIONS. No legal action may be commenced or maintained to recover benefits under this Plan more than 12 months after the final review/appeal decision by the Plan Administrator has been rendered (or deemed rendered).

**IN WITNESS WHEREOF**, as evidence of its adoption of this Plan, the County has caused this Plan to be executed, and, if a separate Trust agreement is not entered into between the County and the Trustee, the Trustee has joined herein to evidence its acceptance of the provisions of the Plan applicable to the Trustee, generally effective July 1, 20192022.

**WASHINGTON COUNTY, MARYLAND**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 1**  
**EMPLOYEES' RETIREMENT PLAN OF WASHINGTON COUNTY**

The following Non-Uniformed Participants Hired Prior to July 1, 2013 shall contribute at 5.5% of his or her Per-Pay Compensation:

Alidoosti, Sherry S	Faith, Donald L	Kelly, Lisa A.
Ambrose, Pamela S	Faith, Kimberly D	Keltner, Bonnie L
Anders, Donna K	Farmer, Catherine I	Kidwell, Michael A
Ankeney, Tonya L.	Feiser, Terrance L	Kimble, Christopher
Bair, Rodney A	Flores, Michelle D	D. Levey, Barry J.
Barnhart, Dee A	Foreman, Christine D	Levine, Douglas L
Bishop Sr, Rocky L	Franks, Jamie L.	Lewis, Kevin L.
Bittinger, Sunni	Gander, Rebekah S.	Manlove, Kimberly A.
Blubaugh, David W	Gaver, Richard L	Mann, Mark W.
Bockstanz, Wayne K.	Gist, Harold M	Marks, Sherry M
Boden, Lucinda A	Godlove II, Larry E	McCammon, Tracy L.
Bowers, Alicia B	Golden, Terry L	McCormack,
Bowers, Kim L	Goodrich, Stephen T	Christopher J Mellott,
Bowers, Rodney L	Grabill, David L	Jennifer L. Melville,
Braniff, Karie A.	Graham, George D	Laura K Michael,
Brown, Scott E.	Greene, Todd E	Joseph S Miller, Cody
Buchanan, Susan M	Grim, Darin L	L. Mills, Shirley L
Buell, Joanne R	Grimmer, Misti Sue	Moats, Janet K
Bussard, Dwayne S	Gross Jr, David L.	Molina, Brandi N.
Calandrelle, Jamie L	Gudmundson, John E	Mollett-Gaumer, Sarah
Camuti-Carranza, Elizabeth A	Hansen, Michele F	M Morris, Stanley N
Cerrone, Kevin D	Harbaugh, Carmen A.	Mowery, Samuel L
Cirincion, Regina M	Harbaugh, Shawn M.	Mummert, Mark
Cline, Jeffrey A.	Hart, Leslie D	Myers, Angela M.
Cocodrilli Jr, Ronald R	Heil, Alicia A	Myers, Brian E
Collins, Lucinda L	Helmer, Mary H	Naugle, Brandi J
Culler, Garrett E.	Hemphill, Kevin C.	Nelson, Mary A
Culler, Vicki L.	Hershman, Robert A	Nelson, Michael W
Curry, Richard F	Hill, Terry L.	Overcash, Stephanie L.
Deal, Curtis W.	Hixon, Daniel E	Palmer II, Raymond D
Debes Jr, Leon M.	Hoffman, R Todd	Palmer, Steven G
Decker, Jeffrey L	Hoopengardner, Benjamin E.	Parker Jr, Edward L
Derr, Ricky W	Hoopengardner, Robert E	Pennesi, John J
Dick, Michael E.	Hoover, Paul S.	Pereschuk Sr, Earle R
Dick, Shelly I	Hottinger, Paul A.	Pfeiffer, Laurie D.
Divelbiss, John D	Hyatt, Michael A.	Phillips III, John W
DiVito, Daniel F	Imes, Albert C.	Plante, Russell A.
Dorsey, Timothy H	Ingram, Stephen L.	Plummer, James P.
Ebersole, David W	Jamison, Patricia J.	Poland IV, Bonn A.
Eckard, Debra S	Jamison, Warren R	Powell, Eric B
Eichelberger, Richard W	Jernigan, Sean E	Quillen Jr, Frank
Elwood, Wade A.	Johns, Christine E	Ramos-Izquierdo, Ramiro
Embly, Dennis W	Johnson, Lisa J	J Rathvon, Joseph M.
Enderlin, Lisa D	Jones, Daniel P	Reedy, William T
Eshleman, Andrew E.	Jones, Gregory L	Reynard Jr, Jackie L
Eslick, Angela M.	Jones, Patricia M	Richards, Edward M

Ritter, Jill M  
Rohm, Karen S  
Routzahn Jr, William  
A Royce Jr, Warren E  
Rozes, Arthur S  
Rupp, Michelle E  
Ryan, Patricia A  
Saville, Merle L.  
Schlotterbeck, Kathy  
S Shank, Darrell L.  
Shank, Vinson V  
Sheeley, Chester C  
Shifler, Alex M.  
Shives, Jason E.  
Showe, Kenneth L.  
Sipes, Calvin R.  
Smith Sr, Thomas M.  
Smith, Kenneth L.  
Smith, Michelle L.  
Smith, Robert J.  
Smith, Teresa M  
Smith, Terry L.  
Snyder, Rodney E

Socks, David W  
Spade, Heather A.  
Spence, Linda A  
Spickler, Greg E.  
Spradlin, Homer A  
Sprecher, Michael L  
Sprecher, Robert R.  
Spring, Jessica L  
Stockslager, Herman  
E Stouffer, Terry W  
Stransky, Mark E  
Stratton, Darlene K  
Strock III, Harry E  
Strong Jr, Charles P  
Sutton, Joe L  
Swauger Jr, John W.  
Thomas, Jessica M.  
Thomas, Tina M.  
Thompson, Lockie J  
Triggs, Monte H.  
Wachter, Lucinda D  
Ward, Jerry L  
Whitacre, Jeffrey L

White III, Thornton F  
Whitman, John B  
Whitt, Ronald N  
Whittington Jr, Robert  
L Wilhide, Pamela S  
Wolfe Jr, Emanuel E  
Woods, Bardona J  
Worden, John A.  
Wright, Brenda K  
Wyand, Andrea C  
Yetter, Mark  
Young, Richard A.  
Yunker, Samuel L  
Yutzy, Davina E

**EXHIBIT 2**  
**EMPLOYEES' RETIREMENT PLAN OF WASHINGTON COUNTY**

All Non-Uniformed Participants Hired Prior to July 1, 2013 and not identified on Exhibit 1 shall contribute at 6.0% of his or her Per-Pay Compensation.

**EXHIBIT 3**  
**EMPLOYEES' RETIREMENT PLAN OF WASHINGTON COUNTY**

For purposes of determining Months of Service to be credited for a Participant based on unused sick leave pursuant to Section 3.2(e), effective July 1, 2019 and until this Exhibit 3 is replaced by a revised Exhibit, the following hours requirements apply for the specified employment categories:

<b>Employment Category</b>	<b>Annual Hours of Service</b>	<b>Monthly Hours of Service Equivalent</b>
Solid Waste Employees	2,496	208
911 Employees	2,184	182
Fire and EMS Employees on a 24/48 Schedule	2,496	208
All Other Employees	2,080	173.33

As indicated in Section 3.2(e), this Exhibit is subject to change from time to time based on the County's employment practices, without the need for an Amendment to the Plan.





## Agenda Report Form

### Open Session Item

**SUBJECT:** Courie Doon Farm LLC Rural Legacy Program (RLP) Easement

**PRESENTATION DATE:**

**PRESENTATION BY:** Chris Boggs, Rural Preservation Administrator, Dept. of Planning & Zoning

**RECOMMENDED MOTION:** Move to approve the Courie Doon Farm LLC RLP Easement project, in the amount of \$0.00 for 4.03 easement acres, donated by the landowner, and to adopt an ordinance approving the easement and to authorize the execution of the necessary documentation to finalize the easement purchase.

**REPORT-IN-BRIEF:** The Courie Doon Farm LLC property is located on Locust Grove Road, Rohrsersville, and the easement will serve to permanently preserve a valuable agricultural and scenic property in the County. The parcel contains mostly ag ground. It lies in a part of Washington County that was heavily trafficked during the Civil War, Battle of Antietam, and Battle of South Mountain. The property is contiguous to several sites on the Maryland Inventory of Historic Places.

The parcel adds on to a block of thousands of acres of contiguous preserved farmland around Rohrsersville. Though the parcel is only 4.03 acres, the landowner will retain the right to build a house on the parcel, but a Rural Legacy easement on this property will serve to fill a noticeable hole in a larger easement surrounding the property.

**DISCUSSION:** Since 1998, Washington County has been awarded more than \$27 million to purchase Rural Legacy easements on more than 8,400 acres near Antietam Battlefield in the Rural Legacy Area. RLP is a sister program to the Maryland Agricultural Land Preservation Program (MALPP) and includes the protection of environmental and historic features in addition to agricultural parameters. RLP uses an easement valuation system (points) to establish easement value rather than appraisals used by MALPP. For FY 2023, Washington County was awarded RLP grants totaling \$1,550,000. The Courie Doon Farm LLC RLP Easement will use part those funds, specifically to pay for incidental, administrative and compliance costs, based on the easement value if it were not being donated. Easement applicants were previously ranked based on four main categories: the number of development rights available, the quality of the land/land management (agricultural component), natural resources (environmental), and the historic value.

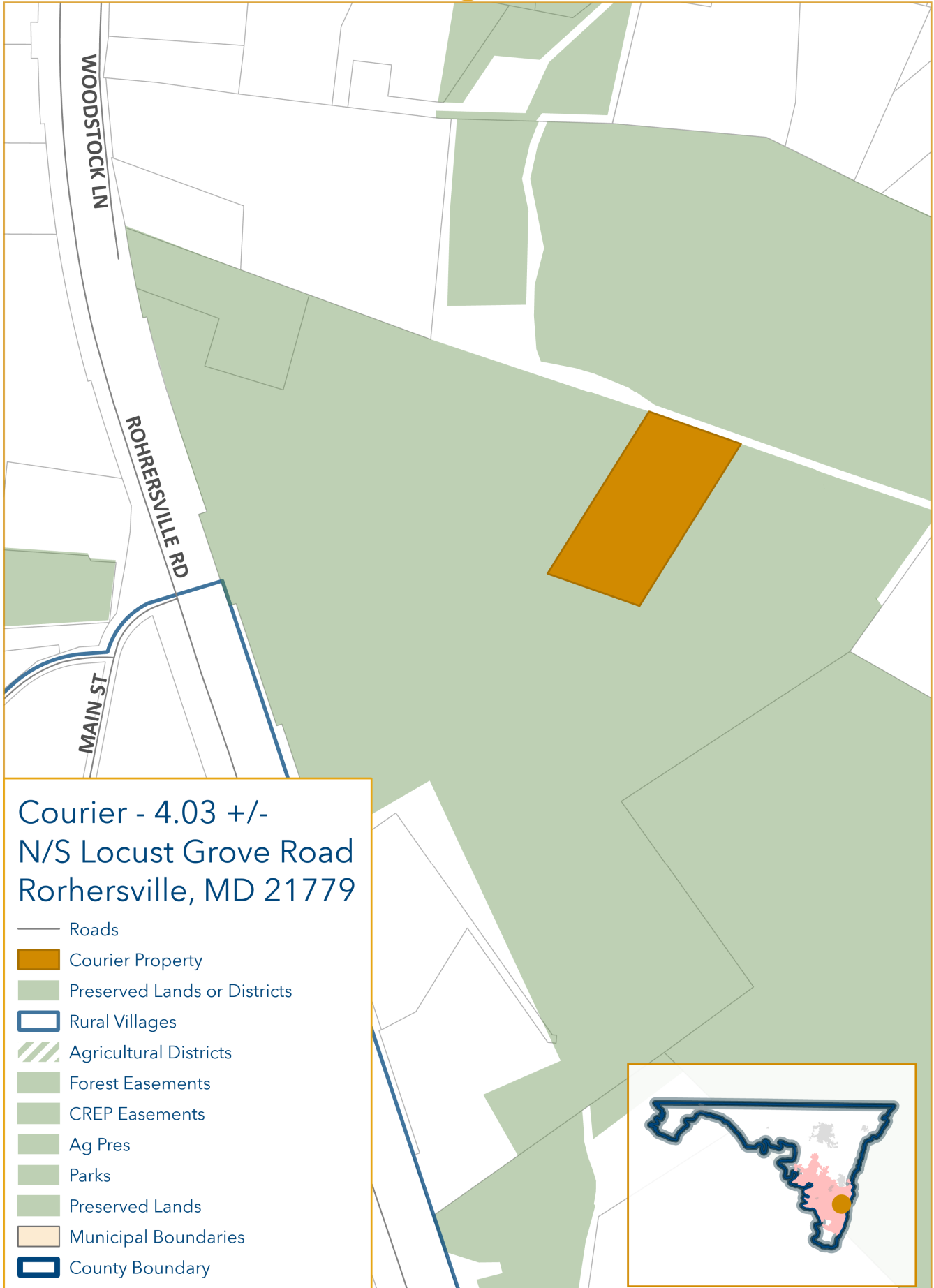
**FISCAL IMPACT:** RLP funds are 100% State dollars, mainly from DNR Open Space funds. In addition to the easement funds, we receive up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance/monitoring costs, and funds to cover all of our legal/settlement costs.

**CONCURRENCES:** Both the State RLP Board and the State Department of Natural Resources (DNR) staff have approved and support our program. A final money allocation will be approved by the State Board of Public Works.

**ALTERNATIVES:** The Board of County Commissioners may deny the easement acquisition.

**ATTACHMENTS:** Aerial Map, Location Map, Ordinance

**AUDIO/VISUAL NEEDS:** N/A





ORDINANCE NO. ORD-2023-

**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION  
EASEMENT UNDER THE MARYLAND RURAL LEGACY PROGRAM**

***(Re: Courie Doon Farm, LLC RLP Conservation Easement)***

RECITALS

1. The Maryland Rural Legacy Program ("RLP") provides the funding necessary to protect large, contiguous tracts of land and other strategic areas from sprawl development and to enhance natural resource, agricultural, forestry, and environmental protection through cooperative efforts among State and local governments.

2. Protection is provided through the acquisition of easements and fee estates from willing landowners and the supporting activities of Rural Legacy Sponsors and local governments.

3. For FY 2023, Washington County (the "County") was awarded a RLP grant totaling \$1,550,000.00 (the "RLP Funds").

4. Courie Doon Farm, LLC (the "Property Owner"), is the fee simple owner of real property consisting of 4.03 acres, more or less (the "Property"), in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.

5. The Property Owner has agreed to donate to the County a Deed of Conservation Easement on the Property (the "Courie Doon Farm, LLC RLP Conservation Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the acceptance of a donated conservation easement on the Property be approved and that the President of the Board and the County Attorney be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the acquisition of the Courie Doon Farm, LLC RLP Conservation Easement.

ADOPTED this \_\_\_\_ day of May, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Kirk C. Downey, County Attorney

BY: \_\_\_\_\_  
John F. Barr, President

Approved as to legal sufficiency:

---

Zachary J. Kieffer  
Assistant County Attorney

Mail to:  
Office of the County Attorney  
100 W. Washington Street, Suite 1101  
Hagerstown, MD 21740



## EXHIBIT A – DESCRIPTION OF PROPERTY

ALL that tract, lot, or parcel of land, and all the rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situate East of Maryland Route 67 (Rohrersville Road) and North of Locust Grove Road in Election District No. 8, Washington County, Maryland, and being more particularly described as follows:

BEGINNING at a rebar and cap found at the Northwest corner of Parcel No. 2 as described in a Deed [from] Dorothy A. Moser and Donald C. Mason, Sr., Personal Representatives of the Estate of Martha R. Snyder, to Theodore Lapkoff and Sharon Lapkoff, dated September 20, 1999, and recorded in Liber 1537, folio 898 among the Land Records of Washington County, Maryland, said point being South 71 degrees 35 minutes 11 seconds East 715.60 feet from the Southeast corner of the Remaining Lands of Parcel 2 as shown on a Plat entitled “Preliminary/Final Plat of Subdivision of Lot 1 and Simplified Subdivision of Parcels A and B for Antietam Farms, LLC” recorded at Plat Folios 11093 and 11094 among the Plat Records of Washington County, Maryland, thence with the Northern boundary of the aforesaid Parcel No. 2 (Liber 1537, folio 898) South 70 degrees 39 minutes 10 seconds East 302.94 feet to a rebar found at the Northeast corner of the aforesaid Parcel No. 2 (Liber 1537, folio 898); thence with the Eastern boundary of the aforesaid Parcel No. 2 (Liber 1537, folio 898) South 32 degrees 03 minutes 50 seconds West 594.00 feet to the Southeast corner of the aforesaid Parcel No. 2 (Liber 1537, folio 898); thence with the Southern boundary of the aforesaid Parcel No. 2 (Liber 1537, folio 898) North 70 degrees 39 minutes 10 seconds West 302.94 feet to the Southwest corner of the aforesaid Parcel No. 2 (Liber 1537, folio 898); thence with the Western boundary of the aforesaid Parcel No. 2 (Liber 1537, folio 898) North 32 degrees 30 minutes 50 seconds East 594.00 feet to the point of beginning; containing 175,532 square feet or 4.02967 acres of land, more or less.

THE street address of the herein described property is currently known and designated as 0 (no street number assigned), Locust Grove Road, Rohrersville, Maryland, and is further identified as tax account no. 08-014612.

BEING all of the same property which was conveyed from Theodore Lapkoff and Sharon Lapkoff to Courie Doon Farm, LLC [a Maryland limited liability company] by Deed dated January 20, 2022, and recorded in Liber/Book 6937, folio/page 198 among the Land Records of Washington County, Maryland.



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Open Session Item

**SUBJECT:** Conversion of American Rescue Plan Act (ARPA) Community Investment Grant Program

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Linda Spence, Business Specialist; and Jonathan Horowitz, Director, Department of Business Development; and Allison Hartshorn, ARPA Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Motion to approve the Small Business Impact Grant program, supporting local small businesses that provide critical services, products, and employment opportunities for residents.

**REPORT-IN-BRIEF:** Washington County received \$29.4 million of American Rescue Plan (ARPA) Funds from the U.S. Department of the Treasury. On January 25, 2022, the Board of County Commissioners approved the allocation of this funding. Of the \$29.4 million, \$5,000,000 was set aside to the Department of Business Development for a Community Investment Grant Program. After the Final Rule, this program proved too restrictive. The Washington County Department of Business Development, therefore, is seeking approval to implement a Small Business Impact Grant program to replace it.

**DISCUSSION:** The Small Business Impact Grant program will assist up to 200 businesses that have continued to be impacted by the COVID-19 public health emergency and its negative impact upon our community. Grants of up to \$25,000 each will be provided. This grant will support eligible businesses that are independent, locally owned, and controlled. Additional eligibility requirements include less than 50 employees, provide written narrative of need, demonstrate operational expenses or purchases, and fall within one of the industry sectors listed, e.g., agriculture, agri-business, farm, brewery, distillery, vineyard, construction, convenience store, hospitality, manufacturing, professional services, retail, restaurant, transportation/logistics, or wholesale trade. Under this program, businesses that experienced or continues to experience decreased revenue(s) or gross receipts, financial insecurity, increase in the cost of doing business, a decrease in the ability to weather financial hardship, and challenges in covering operating costs such as payroll, rent or mortgage, and other operating costs may be eligible for funding. This grant program will open on June 5, 2023, at 8:00 a.m. EST and close on June 16, 2023, at 4:00 p.m. EST. Following a review period, we anticipate awards to go out the first week of July 2023.

**FISCAL IMPACT:** \$5,000,000 of ARPA funding for Small Business Impact Grant.

**CONCURRENCES:** n/a

**ALTERNATIVES:** Deny the Small Business Impact Grant Program.

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A

## Open Session Item

**SUBJECT:** Bid Award (PUR-1602) Grinder Pumps for Department of Water Quality (DWQ)

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing; Mark Bradshaw, P.E., Division Director, Environmental Management

**RECOMMENDED MOTION:** Move to award the procurement of ninety (90) Liberty Grinder Pumps from BT Plumbing Supply, Inc of Finksburg, MD for a total cost as follows:

Model	Unit Price	Extended Price
LSG202-RE E/One Pump	\$2,386.84	\$35,802.60
LSG202M Omnivore Grinder	\$1,320.52	\$26,410.40
FL102M-2 Effluent Pump	\$753.15	\$11,297.25
FL52M Effluent Pump	\$551.57	\$11,031.40
SXH24=3Simplex Control Panel	\$476.31	<u>\$9,526.20</u>
		\$90,067.85 Total

**REPORT-IN-BRIEF:** The Invitation to Bid (ITB) was advertised on the State of Maryland's "eMaryland Marketplace Advantage" website and on the County's website; and in the local newspaper. Seven companies were represented at the pre-bid/teleconference. Thirty-four (34) persons/companies registered/downloaded the bid document on-line.

The Purchasing Department received a request from DWQ regarding the procurement of grinder pumps. This procurement is to replenish the inventory on these pumps to satisfy contractors requests for installation. Previously the County installed E-One grinder pumps to serve the resident of Washington County. E-One no longer offers rebuild kits for our model of pump, thus requiring us to replace the aging E-One pumps. Liberty manufactures a retro-fit system that can be installed into the existing E-One tank without any modification. Whether it is a residential, commercial or industrial application, Liberty provides a wide applicability of retrofit pump packages.

**FISCAL IMPACT:** Funds are budgeted in CIP account EQP055 for the costs of the procurement.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

**AUDIO/VISUAL NEEDS:** N/A

**PUR-1602  
Grinder Pumps**

				<b>Aquaflow Pump &amp; Supply Hagerstown, MD</b>		<b>BT Plumbing Supply, Inc. Finksburg, MD</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Liberty Model LSG202-RE E/ONE Grinder 2 HP, 208/230V, 1 PH 60HZ 3450 RPM Retro-Fit System	Ea.	15	No Bid	No Bid	\$2,386.84	\$35,802.60
2	Liberty LSG202M Omnivore Grinder 2 HP, 208/230V, 1PH 60HZ 3450RPM 1-¼ in. Discharge, 15 AMPS	Ea.	20	No Bid	No Bid	\$1,320.52	\$26,410.40
3	Liberty FL102M-2 1HP Effluent Pump 1PH, 208-230V, 25' CORD, 1.5"/2" Dual Sized Discharge, 9 AMPS.	Ea.	15	No Bid	No Bid	\$753.15	\$11,297.25
4	Liberty FL52M Effluent Pump ½ HP, 208-230V, 1PH	Ea.	20	No Bid	No Bid	\$551.57	\$11,031.40
5	Liberty SXH24=3 Simplex Control Panel, 15-20 FLA, NEMA 4X, 120/208/240, 1 PH, 3 Float, 20' Cords	Ea.	20	No Bid	No Bid	\$476.31	\$9,526.20
<b>TOTAL LUMP SUM (Item Nos. 1 thru 5 above)</b>				No Bid		94,067.85	

\* Corrected calculations based on unit pricing

**Remarks / Exceptions:**

Aquaflow Pump & Supply NON-RESPONSIVE (used the wrong bid documents)



**PUR-1602  
Grinder Pumps**

				Ferguson Enterprises LLC dba Pollardwater Newport News, VA		Technology International, Inc. Lake Mary, FL	
Item No.	Item Description	Unit of Measure	Qty	Unit Price	Total Price	Unit Price	Total Price
1	Liberty Model LSG202-RE E/ONE Grinder 2 HP, 208/230V, 1 PH 60HZ 3450 RPM Retro-Fit System	Ea.	15	\$3,149.31	\$47,239.65	\$3,100.00	\$46,500.00
2	Liberty LSG202M Omnivore Grinder 2 HP, 208/230V, 1PH 60HZ 3450RPM 1-¼ in. Discharge, 15 AMPS	Ea.	20	\$1,742.37	\$34,847.40	\$1,700.00	\$34,000.00
3	Liberty FL102M-2 1HP Effluent Pump 1PH, 208-230V, 25' CORD, 1.5"/2" Dual Sized Discharge, 9 Amps.	Ea.	15	\$993.75	\$14,906.25	\$960.00	\$14,400.00
4	Liberty FL52M Effluent Pump ½HP, 208-230V, 1PH	Ea.	20	\$727.78	\$14,555.60	\$700.00	\$14,000.00
5	Liberty SXH24=3 Simplex Control Panel, 15-20 FLA, NEMA 4X, 120/208/240, 1 PH, 3 Float, 20' Cords	Ea.	20	\$628.48	\$12,569.60	\$600.00	\$12,000.00
<b>TOTAL LUMP SUM (Item Nos. 1 thru 5 above)</b>				\$124,118.50		\$120,000.00 *	

\* Corrected calculations based on unit pricing

**PUR-1602**  
**Grinder Pumps**

**Remarks / Exceptions:**

**Technology International, Inc. -**

**Warranty:** Manufacturer's standard warranty applies.

Estimated delivery is 16 weeks after receipt of order and approved submittal.

Please note, due to Covid-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.

All delivery dates quoted are subject to manufacturer's confirmation at time of order.

Submittal data will be provided for approval after receipt of order (if applicable)

Customer to provide equipment and personnel to unload

**Notes:** Quoted price is not available on a line item basis. This is an offer for a lump sum contract.



## Agenda Report Form

### Open Session Item

**SUBJECT:** Sole Source Procurement (PUR-1617) LifePak 15 Monitor/Defibrillator Devices

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing; David Chisholm, Deputy Director, Division of Emergency Services (DES)

**RECOMMENDED MOTION:** Move to authorize a Sole Source procurement of two (2) LifePak 15 Monitor/Defibrillator devices in the amount of \$35,796.25 each; for the total sum of \$71,592.50 from Stryker Sales Corporation (formally Physio Control, Inc.) of Chicago, IL and to utilize another jurisdiction's contract, State of MD contract (#001B2600009).

**REPORT-IN-BRIEF:** The Purchasing Department received a request for the procurement of two (2) LifePak 15 Monitor/Defibrillators. DES wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

This request requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

**DISCUSSION:** It is imperative that the Advance Life Support (ALS) personnel be familiar with all aspects of the device to include setup and troubleshooting. There are currently thirty-four (34) AED devices in use throughout the County; introducing a different type of device would require that ALS personnel be trained on multiple devices, which could lead to confusion and poor patient outcome. In addition, in the event of a failure, the compatibility of equipment would allow the switching of monitor/defibrillators without having to replace patient therapy pads or monitoring equipment. The purchase of these AED devices would also streamline the purchase of disposable supplies and maintenance contracts.

**FISCAL IMPACT:** Funds are available in account 12800GRT736 (\$35,796.25) and 11430VEH009 (\$35,796.25).

**CONCURRENCES:** Division Director of Emergency Services

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Stryker Sales Corporation's Quote dated February 20, 2023

**AUDIO/VISUAL NEEDS:** N/A



## MIEMMS 2022

Quote Number: 10590018

Version: 1

Prepared For: WASHINGTON COUNTY DIV OF EMER SVCS

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Tom DeLore

Email:

tom.delore1@stryker.com

Phone Number:

Quote Date: 02/20/2023

Expiration Date: 06/21/2023

V-24142  
C-948  
Ent-4-11-23  
RD-22318  
PO-  
Split-Acct - 600400-10-12800 CRT736 STAT  
60030-30-11430 VEH009 EQPT  
Copy RD 21163

### Delivery Address

Name: WASHINGTON COUNTY DIV OF EMER SVCS

Account #: 1329461

Address: 16232 ELLIOTT PKWY

WILLIAMSPORT

Maryland 21795-4083

### End User - Shipping - Billing

Name: WASHINGTON COUNTY DIV OF EMER SVCS

Account #: 1329461

Address: 16232 ELLIOTT PKWY

WILLIAMSPORT

Maryland 21795-4083

### Bill To Account

Name: WASHINGTON COUNTY DIV OF EMER SVCS

Account #: 1329461

Address: 16232 ELLIOTT PKWY

WILLIAMSPORT

Maryland 21795-4083

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957 ✓	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	\$30,490.00	\$60,980.00
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
3.0	21330-001176 ✓	LP 15 Lithium-ion Battery 5.7 amp hrs	2	\$410.07	\$820.14
4.0	11140-000098 ✓	LP15 AC Power Adapter (power cord not included)	2	\$1,427.77	\$2,855.54
5.0	11140-000015 ✓	AC power cord	2	\$68.90	\$137.80
6.0	21300-008159 ✓	LIFEPAK 15 NIBP Straight Hose, 6'	2	\$66.30	\$132.60
7.0	11160-000011 ✓	NIBP Cuff-Reusable, Infant	2	\$19.50	\$39.00
8.0	11160-000013 ✓	NIBP Cuff-Reusable, Child	2	\$21.84	\$43.68
9.0	11160-000015 ✓	NIBP Cuff-Reusable, Adult	2	\$26.52	\$53.04
10.0	11160-000019 ✓	NIBP Cuff-Reusable, Adult X Large	2	\$42.90	\$85.80
11.0	11171-000049 ✓	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$531.26	\$1,062.52
12.0	11171-000046 ✓	Masimo M-LNCSCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	2	\$249.86	\$499.72





## MIEMMS 2022

Quote Number: 10590018

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: WASHINGTON COUNTY DIV OF EMER SVCS

Rep: Tom DeLore

Attn:

Email: tom.delore1@stryker.com

Phone Number:

Quote Date: 02/20/2023

Expiration Date: 06/21/2023

#	Product	Description	Qty	Sell Price	Total
13.0	11577-000002 ✓	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$279.74	\$559.48
14.0	11220-000028 ✓	LIFEPAK 15 Carry case top pouch	2	\$50.64	\$101.28
15.0	11260-000039 ✓	LIFEPAK 15 Carry case back pouch	2	\$72.22	\$144.44
16.0	11996-000480 ✓	4G Titan III Trio Modem: Verizon or AT&T WiFi/Cellular/ Audio (audio on/off configurable by customer), for use with customer data plan. Customer will obtain SIM card to configure for Verizon or AT&T	2	\$2,038.73	\$4,077.46
Equipment Total:					\$71,592.50

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$71,592.50

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



*Division of Emergency Services  
Washington County, Maryland*

16232 Elliott Parkway Williamsport, MD 21795  
240-313-4360 Fax: 240-313-4361

Date: March 23, 2023

To: Purchasing

From: David E. Chisholm 

Re: Sole Source Purchase – LP 15 Monitor/Defibrillator

I am writing to request a sole source purchase of two (2) LifePak 15 Monitor/Defibrillator devices for a for a \$71,592.50. These devices are complex pieces of medical equipment designed to monitor a patient's cardiac rhythm and provide electrical therapy to correct or enhance potentially fatal dysrhythmias.

In order to provide high quality patient care, it is imperative that the ALS provider be familiar with all aspects of the device to include setup and troubleshooting. There are currently 34 LifePak 15 devices in use throughout Washington County and to introduce a second type of device would require that the ALS providers be trained on both units which could lead to confusion and poor patient outcomes. In addition, in the event of a device failure, it would allow the switching of monitor/defibrillators without having to replace patient therapy pads or monitoring equipment. We would also be able to share batteries in the event of an emergency. The purchase of this device would also continue to streamline the purchase of disposable supplies and maintenance contracts.

OK Funding for this purchase should be split evenly between 600400-10-12800 GRT736STAT and 600300-10-11430 VEH009 EQPT.

~~125100~~ 30  
Please let me know if you have any questions.

**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Contract Renewal (PUR-1544) – Trash Removal Services at County Facilities

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department; Danny Hixon, Deputy Director, Parks, and Facilities

**RECOMMENDED MOTION:** Move to renew the contract for Trash Removal Services at County Facilities with Republic Services of Hagerstown, MD, per the rates included in its letter dated April 13, 2023. Republic Services is requesting a 5.4% increase above the current rates for work performed for the subject services. This increase is based on CPI-Water/Serwer/Trash.

**REPORT-IN-BRIEF:** On May 17, 2022, the Board originally awarded a contract for the subject services to Republic Services, in the total annual amount of \$67,698.60. The term of the contract is for a one (1) year period, that commenced on July 1, 2022, with an option by the County to renew for up to four (4) additional consecutive one (1) year periods thereafter. This is the first of four one (1) year optional renewals of the contract.

The following provision is included in the bid terms and conditions: Based on the estimate of the net weight of County dumpsters, the total minimum amount of tonnage that the Contractor must deliver to the County landfill shall be 340 tons per year or 28 tons per month.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are available in various departmental budgets for these services.

**CONCURRENCES:** Director of Public Works

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Republic Services letter dated April 13, 2023.

**AUDIO/VISUAL NEEDS:** N/A



11710 Greencastle Pike, Hagerstown, Maryland 21740  
(Office) 301-223-7272 (fax) 301-223-8875 [republicservices.com](http://republicservices.com)

April 13, 2023

Rick Curry  
Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street, Room 3200  
Hagerstown, MD 21740

RE: (PUR-1544) Trash Removal Services

Dear Mr. Curry,

On behalf of Republic Services of Hagerstown team, I would like to thank you for the opportunity of servicing Washington County Trash Removal Service needs. We take pride in the quality of service that we offer to our valued customers. Our objective is to provide you with the kind of service that has made us a premier provider of solid waste services. Republic Services of Hagerstown would like to extend the Trash Removal Services contract another year to June 30, 2024.

In reference to our agreement for providing Trash Removal Service's, we respectfully request that all rates for services we provide be adjusted by 5.4% based on CPI-Water/Sewer/Trash collection services effective 7/1/23. As you are probably aware, like many businesses we have incurred numerous cost increases including labor, PPE and steel over the last year. We appreciate your consideration of the aforementioned requests.

We appreciate your business and if you have any questions, please feel free to contact me at your convenience. We are proud of the partnership we share with the Washington County.

Sincerely,

John Neyman  
Manager Municipal Services  
Republic Services  
[jneyman@republicservices.com](mailto:jneyman@republicservices.com)  
[302-420-5987](tel:302-420-5987)



**Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, March 2023 — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2022- Mar. 2023	Feb. 2023- Mar. 2023	Dec. 2022- Jan. 2023	Jan. 2023- Feb. 2023	Feb. 2023- Mar. 2023
Owners' equivalent rent of primary residence <sup>13</sup> ..	24.026	8.1	0.4	0.7	0.7	0.5
Tenants' and household insurance <sup>1, 2</sup> .....	0.371	0.9	0.0	0.1	-0.1	0.0
Water and sewer and trash collection services <sup>2</sup> .....	1.062	5.4	0.2	0.9	0.8	0.3
Water and sewerage maintenance .....	0.760	4.9	0.2	0.8	0.7	0.3
Garbage and trash collection <sup>1, 10</sup> .....	0.301	6.7	0.2	0.9	0.9	0.2
Household operations <sup>1, 2</sup> .....						
Domestic services <sup>1, 2</sup> .....	0.257	1.2	0.0	0.5	-1.3	0.0
Gardening and lawncare services <sup>1, 2</sup> .....						
Moving, storage, freight expense <sup>1, 2</sup> .....	0.102	0.8	1.5	0.5	-3.2	1.5
Repair of household items <sup>1, 2</sup> .....	0.111					
Medical care services .....	6.525	1.0	-0.5	-0.7	-0.7	-0.5
Professional services .....	3.562	2.2	0.0	-0.1	-0.3	0.0
Physicians' services <sup>1</sup> .....	1.819	0.5	-0.2	-0.1	-0.5	-0.2
Dental services .....	0.914	6.8	0.3	0.5	0.1	0.3
Eyeglasses and eye care <sup>1, 6</sup> .....	0.310	1.5	0.1	-0.3	0.3	0.1
Services by other medical professionals <sup>1, 6</sup> .....	0.519	-0.2	0.4	0.0	0.3	0.4
Hospital and related services <sup>1</sup> .....	2.260	3.2	-0.2	0.7	0.1	-0.2
Hospital services <sup>1, 14</sup> .....	1.923	2.7	-0.4	0.5	0.0	-0.4
Inpatient hospital services <sup>1, 14, 3</sup> .....		2.3	-0.7	0.5	0.0	-0.7
Outpatient hospital services <sup>1, 3, 6</sup> .....		4.1	0.9	0.5	-0.1	0.9
Nursing homes and adult day services <sup>14</sup> .....	0.189	6.2	0.5	1.4	0.9	0.4
Care of invalids and elderly at home <sup>1, 5</sup> .....	0.148	6.2	1.0	1.6	0.5	1.0
Health insurance <sup>1, 5</sup> .....	0.703	-10.7	-4.2	-3.6	-4.1	-4.2
Transportation services .....	5.812	13.9	1.3	0.9	1.1	1.4
Leased cars and trucks <sup>1, 11</sup> .....	0.740			1.0		
Car and truck rental <sup>2</sup> .....	0.118	-8.9	4.3	3.0	-0.5	-3.8
Motor vehicle maintenance and repair <sup>1</sup> .....	1.106	13.3	0.3	1.3	0.2	0.3
Motor vehicle body work <sup>1</sup> .....				0.4	0.9	
Motor vehicle maintenance and servicing <sup>1</sup> .....	0.573	10.8	0.4	0.4	0.5	0.4
Motor vehicle repair <sup>1, 2</sup> .....	0.419	17.4	0.2	2.7	-0.3	0.2
Motor vehicle insurance .....	2.554	15.0	1.3	1.4	0.9	1.2
Motor vehicle fees <sup>1, 2</sup> .....	0.496	2.9	-0.3	1.2	0.4	-0.3
State motor vehicle registration and license fees <sup>1, 2</sup> .....	0.278	3.5	0.1	1.0	0.4	0.1
Parking and other fees <sup>1, 2</sup> .....	0.197	1.9	-0.8	1.5	0.5	-0.8
Parking fees and tolls <sup>2, 3</sup> .....		2.4	-0.4	0.7	0.0	0.4
Public transportation .....	0.799	12.4	1.6	-1.8	3.2	3.2
Airline fares .....	0.606	17.7	2.0	-2.1	6.4	4.0
Other intercity transportation .....	0.048	1.5	0.2	0.1	0.0	-0.8
Ship fare <sup>1, 2, 3</sup> .....		-2.7	0.3	-0.6	0.7	0.3
Intracity transportation <sup>1</sup> .....	0.140	-0.3	0.2	-1.1	-0.9	0.2
Intracity mass transit <sup>1, 3, 8</sup> .....		0.2	0.0	0.0	0.0	0.0
Recreation services <sup>9</sup> .....	3.121	5.9	0.1	0.7	1.2	0.0
Video and audio services <sup>9</sup> .....	0.996	5.8	1.2	0.6	1.6	0.9
Cable, satellite, and live streaming television service <sup>10</sup> .....	0.879	5.9	1.6	0.5	1.8	1.2
Purchase, subscription, and rental of video <sup>1, 2</sup> .....	0.116	6.7	-1.2	1.0	0.0	-1.2
Video discs and other media <sup>1, 2, 3</sup> .....		7.0	-4.0	-0.2	1.4	-4.0
Subscription and rental of video and video games <sup>1, 2, 3</sup> .....		6.2	-0.5	0.8	-0.3	-0.5
Pet services including veterinary <sup>2</sup> .....	0.548	8.6	0.6	1.0	1.8	0.5
Pet services <sup>1, 2, 3</sup> .....		8.0	0.8	1.5	0.5	0.8
Veterinarian services <sup>2, 3</sup> .....		7.7	0.9	0.5	2.2	0.8
Photographers and photo processing <sup>1, 2</sup> .....	0.039	6.5	-1.0	2.7	1.2	-1.0

See footnotes at end of table.



## Agenda Report Form

Open Session Item

This version is for the Public Packets

**SUBJECT:** Requirements Contract Award (PUR-1604) - Real Property Services

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Brandi Naugle, CPPB – Buyer, Todd Moser, Engineering, Real Property Administrator

**RECOMMENDED MOTION:** Move to award a *primary* requirements contract to a firm and to award a *secondary* requirements contract to a firm, based on responsive, responsible proposals at the specified unit costs and estimated hours (no minimum or maximum guaranteed) in each firm's price proposal.

**REPORT-IN-BRIEF:** As a result of the Division of Engineering and Construction Management's (DECM) ongoing workload, it is anticipated that the DECM shall require right-of-way related support from outside consultant(s). An upset limit shall be established on a project-by-project basis although the actual value shall be dependent upon the amount of work performed. The specific projects to be covered under this contract are not known at this time.

The following provision is included in the contract: "Consultants shall be reimbursed for mileage traveled to and from the job site and between job sites. Washington County will employ a mileage rate based on the most recent U.S. Federal Government reimbursement rate. The present effective rate as of January 1, 2023, is \$0.655 per mile. The allowed maximum mileage to and from the job site shall be fifty (50) miles each way, per day. Reimbursement for travel between sites shall be made at the same rate. However, mileage between sites will not be limited. All mileage will be subject to County review and approval." Included this year in the contract, there is an hourly unit cost pricing for court testimony services by the consultants as indicated in the attached Price Proposal Tabulation.

Notice of the Request for Proposal (RFP) was advertised in the local newspaper, on the County's website, and on the State's "e-Maryland Marketplace" website. Thirty-Three (33) individuals/companies/bid houses downloaded the RFP document from the County's website. One (1) company was represented at the Pre-Proposal Conference. Proposals were received from three (3) firms. The Q&E submittals of the three (3) firms were evaluated and both firms were considered to be responsive; therefore, the Price Proposals of those firms were then opened and evaluated.

The Coordinating Committee was comprised of the following members: Director of the Division of Engineering (Committee Chairman Designee), County Director of Purchasing, Deputy Director of Engineering, Director – Division of Environmental Management, and the County Real Property Administrator.

The contract term is for a one (1) year period with an option by the County to renew for up to three (3) additional consecutive one-year periods. The County reserves the right to accept or reject any request for renewal. These are requirements contracts; therefore, services will be utilized on an as-needed basis at the respective unit costs as specified in the attachment with no guarantee of a maximum or minimum amount of services to be provided.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are available in various project accounts.

**CONCURRENCES:** Coordinating Committee

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL TO BE USED:** N/A



## Agenda Report Form

Open Session Item

This version is for the Public Packets

**SUBJECT:** Requirements Contract Award (PUR-1605) - Real Property Appraisal Services

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer; Todd Moser, Engineering, Real Property Administrator

**RECOMMENDED MOTION:** Move to award a *primary* requirements contract to a firm and to award a *secondary* requirements contract to a firm, based on responsive, responsible proposals at the specified unit costs and estimated hours (no minimum or maximum guaranteed) in each firm's price proposal.

**REPORT-IN-BRIEF:** As a result of the Division of Engineering (DE) ongoing workload, it is anticipated that the DE shall require right-of-way related support from outside consultant(s). To this end, the DE desires to enter into a "Requirements Contract" with a consultant(s) to provide the necessary assistance on an as-needed basis.

Federal financial assistance carries requirements with regard to negotiations and relocation contacts with property owners. Contracting consultants to utilize qualified personnel is permitted with regard to appraisal, acquisition, negotiation or relocation. Consultants must follow approved State or local procurement procedures when Federal funds are used in the acquisition cost of the right-of-way.

The following provision is included in this contract: "Consultants shall be reimbursed for mileage traveled to and from the job site and between job sites. Washington County will employ a mileage rate based on the most recent U.S. Federal Government reimbursement rate. The present effective rate as of January 1, 2023, is \$0.655 per mile. The allowed maximum mileage to and from the job site shall be fifty (50) miles each way, per day. Reimbursement for travel between sites shall be made at the same rate. However, mileage between sites will not be limited. All mileage will be subject to County review and approval."

Notice of the Request for Proposal (RFP) was advertised in the local newspaper, on the County's website, and on the State's "*e-MarylandMarketplaceAdvantgae*" website. Twenty-eight (28) individuals/companies/bid houses downloaded the RFP document from the County's website. Three (3) companies were represented at the Pre-Proposal Conference/Teleconference. Proposals were received from four (4) firms. The Q&E submittals of the four (4) firms were evaluated, three (3) firms were considered to be responsive, and one (1) was deemed to be nonresponsive; therefore, the Price Proposals of the three (3) responsive firms were then opened and evaluated.

The contract term is for a one (1) year period with an option by the County to renew for up to three (3) additional consecutive one-year periods. The County reserves the right to accept or reject any

request for renewal. These are requirements contracts; therefore, services will be utilized on an as-needed basis at the respective unit costs as specified in the attachment with no guarantee of a maximum or minimum amount of services to be provided.

The Coordinating Committee was comprised of the following members: the Director of the Division of Engineering (Committee Chairman Designee), County Buyer, Deputy Director of Engineering, Director of – Division of Environmental Management and the County Real Property Administrator.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are available in various project accounts.

**CONCURRENCES:** Coordinating Committee

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A





## Agenda Report Form

### Open Session Item

**SUBJECT:** Airport Staffing Revisions

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Neil Doran, Airport Director, Andrew Eshleman, Director of Public Works

**RECOMMENDED MOTION(S):** To approve the two recommended Airport staffing changes that include the creation of an Aircraft Rescue & Firefighter (ARFF) Manager and the revisions to the Facilities Manager/Firefighter position to include expanded duties and specialized requirements.

**REPORT-IN-BRIEF: ARFF:** In 2018, following a previous long term employee's retirement, the Airport no longer had an employee who could serve as a designated Fire Chief. An arrangement was made with the Division of Emergency Services (DES) to provide a stationed Fire Captain at the Airport. That arrangement was necessary to provide required services and compliance, but has shown to not be mutually beneficial to either organization and its needs. The DES staffing arrangement ended in October 2022 and an existing airport maintenance/ARFF employee has stepped up to fill this role, but this is a temporary situation. The Airport has evaluated several ARFF staffing options and recommends creating an ARFF Manager (Fire Chief) position employed by the Airport.

**Facilities Manager:** Due to the Airport's limited full-time staff of ten, each employee must be flexible and qualified to serve in multiple roles. With the recommendation for the Airport to assume the ARFF administration and staffing there is additional emphasis on retaining employees with the qualifications to cover for a seven day a week operation. Beginning approximately in the summer of 2021, this position has also taken on an expanded role at the airport to include the day-to-day administration of 200+ airport lease documents and in assisting with Airport Operations, Maintenance and Security functions. The individual has greatly organized the leases, insured we had all units leased, and has served as a centralized point of contact for tenant requests and in preparing work orders for maintenance staff which has reaped benefits in fully utilized hangars, quicker turnover and improved collections. The position also serves as an Alternate Airport Security Coordinator/badging officer, directs the maintenance of our terminal, manages the airport's fuel farm and must work irregular hours as needed to support the airport fire department and airline operations. The current grade 10 facility manager qualifications and responsibilities exceed the maintenance/ARFF staff which are grade 11 positions. An update to the job description and grade as a 12 more accurately reflects the qualifications and requirements of the position. There is a need for this position to cover several

Airport operational areas that require advanced training that would otherwise require multiple staff members to cover.

**DISCUSSION:** The Airport Fire Department needs a Fire Officer-level position to serve as its “Fire Chief” as there is much ARFF-related administrative work to be done and an on-site “Incident Commander” is needed that possesses sufficient leadership experience in the fire, rescue, and emergency services. The Airport needs to have management control over the ARFF operation and staff. The change frees up DES staff to focus on community calls, while the development of a mutual aid agreement with DES could allow for off airfield response and the sharing of resources.

**FISCAL IMPACT:**

- Total – Up to \$72,509 + benefits
- \$57,678-63,669 (Grade 13, step 1 - 5) ARFF Manager (Fire Chief) + benefits
- \$8,840 to increase Facility Manager/Firefighter’s Grade 10 to 12 (step 7).
- The fiscal impact would be absorbed by the Airport’s operating budget.

**CONCURRENCES:** County Administrator

**ALTERNATIVES:** At this time, the Division of Emergency Services (DES) is not able to supply a full-time ARFF Administrator who can be stationed at the airport with the required visibility and on-site presence to work consistent, regular hours and perform these critical administrative and leadership tasks. While the airport has temporarily met the need “in-house” since October 2022, this is not a long term solution as those duties are not included within that employee’s job description and the assignment detracts from other daily full time airport maintenance needs.

**ATTACHMENTS:** Proposed job descriptions are attached for Aircraft Rescue & Firefighting Manager (Fire Chief) and Airport Facilities Manager/Firefighter positions.

**AUDIO/VISUAL TO BE USED:** N/A

## **AIRPORT RESCUE & FIREFIGHTING MANAGER (Fire Chief)**

**Grade: 13**

**FLSA Status: Non -Exempt**

### **GENERAL DEFINITION OF WORK:**

Performs difficult protective service and administrative work in managing and directing all activities of fire/rescue services program. Direction is provided by the Airport Director. Supervision is exercised over subordinate fire/rescue personnel and other employees and designated by the Director.

### **ESSENTIAL FUNCTIONS/TYPICAL TASKS:**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Provides competent crash, fire, emergency medical, hazardous material, and rescue protection for the airport and surrounding area.
2. Provides incident command and control functions at emergencies on and around the airfield.
3. Ensures airport compliance as respects ARFF matters and successful passage of annual FAA certification inspections.
4. Designs, revises, and implements firefighting standard operational procedures. Designs firefighter training programs. Schedules and teaches training sessions. Trains mutual aid fire and rescue companies in airport operations and ARFF subjects. Maintains records of training. Prepares mutual aid agreements as appropriate.
5. In concert with the Operations/Security Manager, takes a leading role in planning and coordinating annual tabletop exercises and triennial drills.
6. Performs housekeeping and oversees maintenance and cleanliness of the Airport Fire Station building, grounds, equipment, vehicles, hydrants, and alarms.
7. Develops and oversees ARFF-related elements of the operating budget and capital improvement projects.
8. Schedules firefighter staffing to ensure adequate coverage and availability for airline, GA, and DCMA ARFF standby needs. Coordinates with Division of Emergency Services (DES) and other local professional and volunteer fire departments. Determines potential need for staffing support from other agencies and advises Airport Director about such matters.
9. Serves as staff Safety Officer. Develops and conducts SMS and employee safety programs in compliance with OSHA, MOSH, FAA and local government standards. Designs, implements and enforces airport safety policies. Maintains routine fire safety inspections of airport facilities. Oversees sprinkler and alarm system testing. Schedules and conducts employee safety meetings and training. Maintains safety data sheets. Conducts Fire Safety classes and Station Tours.
10. Takes the lead in the management and execution of an aircraft deicing program including the maintenance and operation of related equipment.
11. Conducts inspections of firefighting vehicles. Inspects firefighting equipment records. Ensures basic preventative maintenance is accomplished.
12. Writes comprehensive reports documenting emergency and non-emergency responses.
13. Assists in the development of specifications and/or procurement of ARFF equipment, apparatus, and facilities.
14. Assists the Airport Director with performance evaluations, counseling, and discipline of subordinate ARFF personnel.
15. Assists Airport Director and Operations/Security Manager in updating the airport emergency plan and airport certification manuals as required.
16. Assists and coordinates with the Facilities Manager in shared duties related to the airport fuel farm. Conducts quarterly inspections, schedules maintenance and recommends updates. Coordinates airport fire extinguisher checks, inspections of FBO fueling trucks and systems.
17. Required to possess Class A operator certificate for Aviation Fuel Storage Tanks within six months of hire.
18. Assists with snow removal and ice control.
19. Assists with airport maintenance tasks including mowing as assigned.
20. Assists with airfield operations tasks including issuing NOTAMs and airfield inspections.
21. Able to serve as an certified Airport Security Coordinator (ASC).
22. Assists with airfield construction oversight such as providing airfield escort services to project managers/contractors.
23. Assists with airline ground operations including baggage handling, aircraft marshalling, etc.
24. Required to complete all initial and monthly airline computer-based training and on job training required within a 60-day timeframe upon hire.
25. Required to complete training to serve as Airline Ground Security Coordinator within sixty (60) days of hire.
26. Performs special projects and related tasks as required or assigned by Airport Director.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

Comprehensive knowledge of airport and structural fire and emergency services including organization, equipment management, records and reports; comprehensive knowledge of the laws and regulations relating to the control and prevention of fire; thorough knowledge of airplane types and airfield operations; ability to use and instruct in the use of firefighting and rescue equipment; ability to plan, layout and review the activities of fire and rescue services department and to lead and direct the activities of personnel; ability to exercise sound judgment in emergencies; above-average communication skills and ability to establish and maintain effective working relationships with associates and the public.

- Proficient in use of computer applications including but not limited to word processing, spreadsheets, email, and 'ESO Software'.
- Ability to establish and maintain effective working relationships with others.
- Strong and effective spoken and written (English) communications skills, including basic teaching and public speaking skills.
- Knowledge of airport radio procedures, vehicular access and procedures on runways, taxiways, aprons, etc.
- Through training sessions, exercises, publications, and other means, maintains a working knowledge of current technologies, equipment, certification requirements and other areas pertinent to ARFF operations.
- Comprehensive knowledge of Title 14, FAR Part 139 relating to the management of a commercial service airport.
- Comprehensive knowledge of 49 CFR Part 1542.101 (a) of the Transportation Security Regulations.

Preference may be given to applicants with additional advanced training in aviation and airport subject matter, also emergency medical care, fire suppression, hazardous materials, or technical rescue disciplines.

**EDUCATION AND EXPERIENCE:**

Any combination of aviation and airport specific education and experience combined with a professional, paid officer-level of firefighter competency. Major course work in fire science, airport management and related fields of study are strongly suggested. Considerable, increasingly responsible fire command experiences is required, including a minimum of three-five (3-5) years of supervisory-level, firefighter officer experience in a commercial or military airport environment is required.

**PHYSICAL REQUIREMENTS:**

Must have the ability to lift, push, and pull in excess of 100 lbs. With proper personal protective equipment, perform various functions under emergency conditions including operating environments immediately dangerous to life and health (IDLH) with appropriate personal protective equipment. Must have the use of sensory skills to effectively communicate and interact with other employees and the public using telephone and personal contact as normally defined by the ability to see, read, hear, handle, or feel objects and related equipment, such as, but not limited to personal computer, calculator, copier, fax machine, radio console, etc. Some standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling.

**SPECIAL REQUIREMENTS:**

Applicants must possess a combination of all the following active, valid certifications/licenses on their date of hire:

- Maryland Commercial Class B Driver's license (or equivalent from applicant's state of residence)
- Firefighter II
- ARFF Firefighter
- Maryland or National Registry Emergency Medical Technician (NREMT)
- Hazardous Materials Operations
- Emergency Vehicle Operator
- Aircraft Rescue Driver/Operator
- Instructor Level I
- Fire Officer I or II

If not already possessed, applicant must commit to obtain the following certifications within six (6) months of hire:

- 14 CFR Part 139 Live Burn Training/Certification for the current year
- Airport Security Coordinator

**AVAILABILITY REQUIREMENTS:**

- Available for scheduled shift work hours, overtime, and mandatory callback during emergency situations.
- Successful completion of a pre-employment physical including respirator clearance and drug testing (following a conditional offer of employment).
- Successful completion of a background investigation (following a conditional offer of employment).
- This position subject to random drug and alcohol testing.



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<b>JOB TITLE:</b>	<b>Airport Facilities Manager/ Fire Fighter</b>	<b>GRADE</b>	<b>12</b>
<b>DEPARTMENT:</b>	<b>Hagerstown Regional Airport</b>	<b>FLSA STATUS:</b>	<b>Non-Exempt</b>
<b>REPORTS TO:</b>	<b>Airport Director</b>		

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**GENERAL DEFINITION OF WORK:**

Performs difficult skilled and administrative work supervising building maintenance staff in the performance of a wide variety of skilled and unskilled duties in the maintenance of airport facilities including t-hangars, business parks, residential properties, passenger terminal building, fire station and fueling systems. Acts also as backup and support to the Airport Security and Operations Manager. Direction is provided by the Airport Director. Supervision is exercised over part-time terminal maintenance crews.

**ESSENTIAL FUNCTIONS/TYPICAL TASKS:**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Plans, supervises, and participates in interior and exterior building maintenance and exterior landscaping including lawn mowing and landscaping.
2. Ensures well-managed and well-maintained facilities, inspecting completed maintenance and repair work and working with in-house staff and contracted vendors to ensure standards are met.
3. Plans and supervises the work of maintenance contractors and building maintenance personnel.
4. Conducts daily checks of buildings and equipment; ensures equipment is in proper working order.
5. Maintains schedules, work records and timecards.
6. Coordinates and assists in landside and terminal apron snow removal efforts.
7. Initiates work orders requesting additional maintenance and needed repairs from appropriate work groups and personnel.
8. Assists Director with overseeing and coordinating preventive maintenance of the airfield infrastructure, buildings, vehicles, and airfield equipment.
9. Manages and administers the day-to-day tasks associated with airport tenant leases, including assisting the airport director in related airport lease matters, including documentation and negotiations. Solicits and collected needed certificates of insurance from airport tenants, business, and aircraft owners.
10. Meets on a regular basis with airport maintenance staff to review and discuss operational issues including safety, security, planned construction, general maintenance, and structural repair needs.
11. Works closely with airport terminal tenants, responding to and resolving concerns, issues or problems impacting on facility operations and the quality of service to customers.
12. Assists the Airport Director in ensuring that airport tenants comply with FAA, airport and county rules, regulations, and standards.
13. Acts as a liaison with local, state, and federal agencies including Transportation Security Administration (TSA)
14. Responds to emergency fire and medical situations. Provide fire suppression and related rescue, entry, ventilation, salvage, emergency medical and hazardous materials containment services.
15. Inspects airfield for hazards and inconsistencies.
16. Maintains emergency services and airfield operational proficiencies by attending Federal Aviation Administration and Department of Defense required training classes.
17. Coordinates quarterly inspections of airport fueling systems along with the ARFF Manager (Chief).
18. Assists in programs of instruction for airport employees and tenants.
19. Assist with airline ground handling operations (baggage loading / unloading, etc.)
20. Functions as an Assistant Airport Security Coordinator. Functions as Airport Operations/Security Manager in his/her absence.
21. Assist Airport Director with budget preparation, expend and monitor budget appropriations in accordance with County guidelines.
22. Other job-related duties as required.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

Thorough knowledge of the methods, materials, tools and equipment used in building maintenance and repair; thorough knowledge of applicable safety requirements and practices; skill in the use of hand and power tools of the trade; ability to recognize and diagnose electrical and mechanical system problems; ability to follow oral and written instructions; ability to plan and supervise the work of others; ability to maintain records; general knowledge of the principles, methods, tools and techniques used in airport firefighting and emergency situations; must be pleasant, willing to tackle all sorts of unpleasant tasks, and work in all varieties of inclement and even severe weather; ability to apply any chemicals used within and outside of the terminal, along with the use of equipment like lawn grooming and landscaping equipment and walk-behind snow blower; ability to work unsupervised; be self-motivated and work effectively with associates and the general public; ability to establish and maintain effective working relationships with associates

**EDUCATION AND EXPERIENCE:**

1. Any combination of education and experience equivalent to graduation from high school and/or technical high school.
2. Extensive experience in building maintenance and repair including a minimum of two-years supervisory experience.
3. Thorough knowledge of National Fire Protection 407 (Standard for Aircraft Fuel Servicing)
4. Possession of Class A Operator certificate for aviation fuel Underground Storage Tanks, or ability to obtain such certificate within six-months of hiring.
5. Applicant should have a working knowledge of airport operations.
6. American Association of Airport Executives Airport Security Coordinator certificate or ability to obtain within six-months from hiring.
7. University of Maryland or equivalent Airport Firefighter certification
8. Maryland certified Emergency Medical Technician
9. University of Maryland or equivalent Aircraft Rescue Firefighting - Driver / Operator Certification
10. University of Maryland or equivalent Hazardous Materials Operations course
11. University of Maryland or equivalent Pump Operators course
12. Minimum of two (2) years firefighting experience with a career or volunteer fire department.
13. NIMS certifications should be submitted for evaluation.
14. Minimum three years' experience in the operation of emergency vehicles.
15. Airline ground handling experience desirable.

**PHYSICAL REQUIREMENTS:**

This can be heavy work requiring the exertion of 100 pounds of force occasionally, up to 50 pounds of force frequently, and up to 20 pounds of force constantly to move objects; work requires climbing, balancing, stooping, kneeling, crouching, crawling, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for depth perception, color perception, night vision, peripheral vision, visual inspection involving small defects and/or small parts, use of measuring devices, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, extreme cold, extreme heat, noise, vibration, hazards, atmospheric conditions, oils, and wearing a self-contained breathing apparatus. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

**SPECIAL REQUIREMENTS:**

1. Airport Security Coordinator certification from the AAAE (or ability to obtain within six months of hire).
2. *A valid Class "B" Commercial Driver's License for air brake equipped vehicles.*
3. *Applicants who do not have a valid Class "B" Commercial Driver's License at the time of hire:*
  - a. *Must obtain Class "B" learners permit within 90 calendar days from date of hire.*
  - b. *Must obtain and maintain a valid Class "B" Commercial License within the first 9 months from date of hire.*
4. Applicant will be subject to a full criminal background investigation to include fingerprinting.

1/2019,01/26/22, 03/30/2023

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Police Recruitment and Retention Grant – Approval to Accept Awarded Funding

**PRESENTATION DATE:** May 9, 2023

**PRESENTATION BY:** Cody Miller, Quartermaster/Grants Manager, Washington County Sheriff's Office and Rachel Souders, Sr. Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the acceptance of funding awarded under the FY23 Police Recruitment and Retention Grant Program from the Governor's Office of Crime Prevention, Youth, and Victim Services in the amount of \$37,800.

**REPORT-IN-BRIEF:** The Washington County Sheriff's Office has been awarded \$37,800 in one-time additional funding from the FY23 Police Recruitment and Retention (PRAR) Grant Program for the purpose of retention incentives and recruitment efforts.

**DISCUSSION:** The Police Recruitment and Retention (PRAR) Grant Program provides incentives to recruit and retain qualified sworn law enforcement officers, particularly for expenses that are not covered in local budgets. Due to additional funding being available in the FY23 PRAR grant, the Governor's Office of Crime Prevention, Youth, and Victim Services has awarded WCSO \$37,800. WCSO intends to utilize \$33,300 of the award to give deputies a retention incentive in the amount of \$300 each, and to use \$4,500 to wrap a police cruiser with an advertisement to boost recruitment efforts. The cruiser will be used for patrol and to attend recruitment events.

**FISCAL IMPACT:** Will provide the Washington County Sheriff's Office with \$37,800 to boost retention and recruitment.

**CONCURRENCES:** Susan Buchanan, Director, Office of Grant Management

**ALTERNATIVES:** Deny acceptance of the award

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A