



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201
WWW.WASHCO-MD.NET

BOARD OF COUNTY COMMISSIONERS

November 7, 2023

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
 CALL TO ORDER, *President John F. Barr*
 APPROVAL OF MINUTES: *October 24, 2023*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:25 AM STAFF COMMENTS
- 9:35 AM CITIZEN PARTICIPATION
- 9:45 AM WILLIAMSPORT LIBRARY
 Mayor Bill Green, Town of Williamsport; Chad Rooney, Town Manager, Town of Williamsport
- 10:05 AM WASHINGTON COUNTY DEPARTMENT OF SOCIAL SERVICES – AGENCY REVIEW
 Tiffany Rexrode, Director, Washington County Department of Social Services; Bridgett Jones Smith, Advisory Board Chair

Convene as the Board of Health

- 10:35 AM ADOLESCENT CLUBHOUSE – HORIZON GOODWILL INDUSTRIES
 Earl Stoner, Health Officer, Washington County Health Department

Reconvene as the Washington County Board of County Commissioners

- 10:40 AM COLLECTIVE BARGAINING AGREEMENT – AFSCME
 Eric Paltell, Labor Counsel; Kirk C. Downey, County Attorney; Dave Mason, Deputy Director, Solid Waste; Mark Bradshaw, Director, Environmental Management; Andrew Eshleman, Director, Public Works; Darryl Brown, Accounting Supervisor, Budget and Finance
- 10:50 AM CONTRACT AWARD (PUR-1623) – SMITHSBURG WWTP UPGRADES
 Rick Curry, Director, Purchasing; Mark Bradshaw, Director, Environmental Management

- 10:55 AM CONTRACT AWARD (PUR-1641) – LOCAL CARE TEAM COORDINATOR
Brandi Naugle, Buyer, Purchasing; Rachel Souders, Director, Grant Management
- 11:00 AM REJECTION OF QUOTE (Q-23-763) – PURCHASE AND INSTALLATION OF
ONE (1) NEW COILING STEEL DOOR
*Brandi Naugle, Buyer, Purchasing; Joe Moss, Deputy Director, Water Quality –
Engineering Services*
- 11:05 AM MARYLAND 9-1-1 BOARD – APPROVAL TO ACCEPT AWARDED FUNDING
*Robert McCoy, Director, Emergency Communications; Nicole Phillips, Senior Grant
Manager, Grant Management*
- 11:10 AM EDWARD J. BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT –
APPROVAL TO ACCEPT AWARDED FUNDING
*Cody Miller, Quartermaster/Grants Manager, Washington County Sheriff's Office;
Nicole Phillips, Senior Grant Manager, Grant Management*
- 11:15 AM POTENTIAL DISSOLUTION OF THE EMERGENCY SERVICES ADVISORY
COUNCIL (ESAC)
Michelle Gordon, County Administrator
- 11:40 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; and To discuss public security, if the
public body determines that public discussion would constitute a risk to the public or to public security,
including: (i) the development of fire and police services and staff; and (ii) the development and
implementation of emergency plans)*
- 12:30 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Williamsport Library

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Mayor Bill Green; Chad Rooney, Town Manager

RECOMMENDED MOTION: To approve funding of \$39,065.00 for remediation.

REPORT-IN-BRIEF: In early 2023, Library employees were in contact with the town regarding concerns about possible mold in the basement of the Williamsport Library building. It was recommended at the time to have a study completed to determine if mold was present in the building. This study was completed and given to Jennifer Keysor on June 28, 2023, and to the town on July 5, 2023. The decision was made by Washington County employees to leave the building and make accommodations to keep programming operational. Three estimates were obtained, and it is the Town's, in conjunction with Washington County Library employees, intention to utilize the Baxter Environmental Group, Inc., to remediate all current issues. The cost of their services is \$54,065.00; the Town will utilize \$15,000.00 in provided monies to offset some of the cost, but is requesting assistance for the remaining balance.

DISCUSSION:

FISCAL IMPACT:

CONCURRENCES:

ATTACHMENTS: RC Air & Mold Solutions Report (June 28, 2023); Baxter Environmental Group, Inc. Proposal (August 7, 2023)



June 28, 2022

Washington County Free Library
100 S Potomac Street
Hagerstown, MD 21740
Attn: Jennifer Keysor

Dear Ms. Keysor,

Please find enclosed documentation in regard to the mold inspection and testing conducted by RC Air and Mold Solutions on June 19, 2022 at the Williamsport Library 104 E Potomac Street Williamsport, MD 21796. This documentation contains the following for your perusal.

- *The discussion of our mutually agreed upon goals for this inspection
- *An explanation of procedures used by RC Air and Mold and observations made during inspection
- *Analysis of Lab results
- *Recommendations

GOALS:

This inspection and testing was performed to determine the presence or absence of mold growth and mold spore levels exceeding normal ranges inside the library.

This inspection was performed after receiving your initial call to RC Air and Mold Solutions and both parties are in complete agreement to conduct this inspection.

PROCEDURE:

RC Air and Mold Solutions performed indoor air testing for the presence of mold spores, moisture level assessments for building materials using direct-read real-time monitoring equipment and visual observations of home as part of this inspection. This inspection and testing were performed in accordance with generally accepted standards of mold inspection and sampling analysis also follows analytical methods recommended by the American Industrial Hygiene Association (AIHA) and the American Conference of Governmental Industrial Hygienists (ACGIH). *Currently there are no EPA standards for airborne mold spores.*



OVERVIEW OF SAMPLING DATA:

A base sample of outside air was taken in the same manner as the inside air. At the time of this report, no government agencies have determined the amount of mold spores a person can be exposed to before health problems occur.

Interior air sample results are as follows.

Main Library Front: Total Spore Count – 390/m3. There were 4 different species of mold spores present.

There were signs of visible mold growth in the main library front which dictates the area to be a Condition 3 Indoor Environment.

According to IICRC Standards Definition, the mold condition in the main library front is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Main Library Middle: Total Spore Count – 90/m3. There were 2 different species of mold spores present.

According to IICRC Standards Definition, the mold condition in the main library middle is considered a Condition 1 Indoor Environment

Condition 1 Indoor Environment (Normal Fungal Ecology): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.

Main Library Back: Total Spore Count – 20/m3. There were 2 different species of mold spores present.

According to IICRC Standards Definition, the mold condition in the main library back is considered a Condition 1 Indoor Environment

Condition 1 Indoor Environment (Normal Fungal Ecology): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.



OVERVIEW OF SAMPLING DATA CONTINUED:

Basement Storage Room 1: Total Spore Count – 11,140/m³. There were 6 different species of mold spores present.*

There were signs of visible mold growth on furniture in basement storage room 1 which dictates the area to be a Condition 3 Indoor Environment.

According to IICRC Standards Definition, the mold condition in the basement storage room 1 is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Basement Storage Room 2: Total Spore Count – 720/m³. There were 5 different species of mold spores present.

There were signs of visible mold growth on one shelf in basement storage room 2 which dictates the area to be a Condition 3 Indoor Environment.

According to IICRC Standards Definition, the mold condition in the basement storage room 2 is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Basement Small Meeting Room: Total Spore Count – 4,320/m³. There were 8 different species of mold spores present.

Present in the air sample was the mold spore Chaetomium (300/m³).
This mold is known to produce toxins that *can* be harmful to humans.

According to IICRC Standards Definition, the mold condition in the basement small meeting room is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.



OVERVIEW OF SAMPLING DATA CONTINUED:

Basement HVAC Room 1: Total Spore Count – 19,750/m³. There were 7 different species of mold spores present.*

There were signs of visible mold growth in basement HVAC room 1 which dictates the area to be a Condition 3 Indoor Environment.

According to IICRC Standards Definition, the mold condition in the basement HVAC room 1 is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Basement Stage Storage Room: Total Spore Count – 1,530/m³. There were 4 different species of mold spores present.*

There were signs of visible mold growth in the basement stage storage room which dictates the area to be a Condition 3 Indoor Environment.

According to IICRC Standards Definition, the mold condition in the basement stage storage room is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Basement HVAC Room 2: Total Spore Count – 6,240/m³. There were 4 different species of mold spores present.*

There were signs of visible mold growth in basement HVAC room 2 which dictates the area to be a Condition 3 Indoor Environment.

According to IICRC Standards Definition, the mold condition in the basement HVAC room 2 is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.



OVERVIEW OF SAMPLING DATA CONTINUED:

Basement Circus Room Front: Total Spore Count – 1,710/m³. There were 5 different species of mold spores present.*

There were signs of visible mold growth on furniture in basement circus room front which dictates the area to be a Condition 3 Indoor Environment.

According to IICRC Standards Definition, the mold condition in basement circus room front is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Basement Circus Room Back: Total Spore Count – 1,630/m³. There were 6 different species of mold spores present.*

There were signs of visible mold growth on furniture in basement circus room back which dictates the area to be a Condition 3 Indoor Environment.

According to IICRC Standards Definition, the mold condition in basement circus room back is considered a Condition 3 Indoor Environment

Condition 3 Indoor Environment (Actual Growth): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Basement Circus Storage Room: Total Spore Count – 1,500/m³. There were 5 different species of mold spores present.

According to IICRC Standards Definition, the mold condition in the basement circus storage room is considered a Condition 1 Indoor Environment

Condition 1 Indoor Environment (Normal Fungal Ecology): According to IICRC (Institute of Inspection, Cleaning and Restoration Certification Standard) Guidelines

An indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.



OVERVIEW OF SAMPLING DATA CONTINUED:

Outside air sampled on same date within 15 minutes from indoor air sample shows microbial contamination of (29,494/m3).

Please note.

**The dominant mold spores found in the air sample were Basidiospores and Cladosporium.*

Examining the air sampling report, the same mold spores (Basidiospores & Cladosporium) were extremely high outside at the time of sampling.

It is conclusive to say these mold spores infiltrated the indoor environment to some degree at time of sampling.

This category of spores is found in the outdoor air make up.



RECOMMENDATIONS:

A professional certified mold remediation company should be called in to take measures per procedures as outlined by the IICRC (S520 Standard for Professional Mold Remediation) to eradicate the various mold problems of visible growth. Recommendations should include the following and more if remediation company notices any other areas of concerns during their investigation and remediation process.

Negative air pressure must be established at the start of the process and remain until completion. Any and all moldy material that can be removed **MUST** be removed and disposed of properly. During the remediation process, air filtration devices (AFD's) must be implemented and running at start of job and maintain throughout job.

Due to the age of the building, it is highly recommended that an asbestos test be performed on any and all material slated for demo and removal prior to starting the remediation process!

Main Library Front:

- Air scrubbers (minimum of 2) must be set throughout the main library front and operating during the remediation process.
- All HVAC vents (supply & return) must be removed off site and professionally cleaned.
- All ceiling and wall areas with visible mold growth must be thoroughly HEPA vacuumed.
- After HEPA vacuuming is completed, these areas must be thoroughly wiped down with a professional grade anti-microbial.
- It is recommend to repaint remediated areas with a mold inhibitive paint.

Basement Storage Room 1:

- Air scrubber must be set in basement storage room 1 and operating during the remediation process.
- All tables and furniture with visible mold growth must be wrapped then removed off site and professionally cleaned.

Basement Storage Room 2:

- Air scrubber must be set in basement storage room 2 and operating during the remediation process.
- Shelf with visible mold growth must be thoroughly HEPA vacuumed and thoroughly wiped down with a professional grade anti-microbial.



RECOMMENDATIONS CONTINUED:

Basement Small Meeting Room:

- A containment barrier (6mm thick) must be installed at the entrance to the small meeting room and over the “pass thru” vent and left in place until *all* remediation work is completed, *and* clearance test is performed.
- All HVAC vents must be covered and sealed securely.
- All personal belongings must be bagged and sealed or wrapped and removed off site and professionally cleaned.
- All carpet must be removed; bagged, sealed, removed and disposed of properly.
- Corner cabinet containing water valves must be removed to gain access to walls.
- Walls inside where cabinet was must be cut; bagged, sealed, removed and disposed of properly.
Once removed, further investigation is needed above *and* beside cut walls for any signs of further mold growth. If additional mold growth is found, it must be cut; bagged sealed and removed.
- Any insulation behind wall must be removed; bagged, sealed and disposed of properly.
- All exposed wall areas must be thoroughly HEPA vacuumed and wiped down with a professional grade anti-microbial.
- All remaining walls, floor and ceiling must be thoroughly HEPA vacuumed.
- All remaining walls, floor and ceiling must be thoroughly wiped down with a professional grade anti-microbial.
- It is recommended a fogging be performed as a last step to further eradicate any lingering mold spores.
- Once fogging has settled, air scrubbers with new filters must be set and operating for 72 hours prior to the clearance test being performed.

Basement Stage Storage Room:

- Air scrubber must be set in basement stage storage room and operating during the remediation process.
- All HVAC vents (supply & return) must be removed off site and professionally cleaned.
- All ceiling and wall areas with visible mold growth must be thoroughly HEPA vacuumed.
- After HEPA vacuuming is completed, these areas must be thoroughly wiped down with a professional grade anti-microbial.
- It is recommend repainting remediated areas with a mold inhibitive paint.



RECOMMENDATIONS CONTINUED:

Basement Circus Room - Front & Back:

- A containment barrier (6mm thick) must be installed at the entrance to the basement circus room and left in place until *all* remediation work is completed, *and* clearance test is performed.
- Air scrubbers (minimum of 3) must be set throughout the main library front and operating during the remediation process.
- All tables and furniture with visible mold growth must be removed off site and professionally cleaned.
- All walls and floor must be thoroughly HEPA vacuumed.

Basement Circus Storage Room:

- Water damaged ceiling tiles must be removed; bagged and sealed then disposed of properly.

After the remediation is completed inside the library, air samples should be taken to confirm that the mold has been successfully remediated and mold spore levels are well within normal and safe levels.

Basement HVAC Room 1:

Due to the asbestos wrap around the duct work, a conversation **must first** be had to determine if the wrap is to be removed or remediated and sealed. If it is to be removed, a professional certified asbestos remediation company must be called in before any mold remediation is performed in HVAC room 1.

Once that determination is made, inspector will write the recommendations for basement HVAC room 1.

Basement HVAC Room 2:

Due to the asbestos wrap around the the plumbing, a conversation **must first** be had to determine if the wrap is to be removed or remediated and sealed. If it is to be removed, a professional certified asbestos remediation company must be called in before any mold remediation is performed in HVAC room 2.

Once that determination is made, inspector will write the recommendations for basement HVAC room 2.



It is important to note that our findings relating to physical conditions observed during this assessment were not intended nor do they attempt to identify every possible source of contamination, mold or otherwise in the structure. This inspector is neither insurer nor guarantor against water problems, mold problems or other defects in the subject property or any of its components. Any measured results, analysis data and/or physical observations made are valid only for the period in which this inspection was conducted. No warranty, real or implied, is made as to what was or is the exact cause or source that may adversely affected indoor air quality.

If you have any questions, please contact us anytime. We appreciate your business and our goal is for you to have the "Safest Air You Can Breathe!"

Respectfully Submitted,

Robert K. Hedrick

Robert K. Hedrick
CMI-81281
RC Air and Mold Solutions

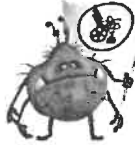


Chaetomium

In indoor environments, the most common species of Chaetomium is Chaetomium globosum. C. globosum is frequently isolated in water-damaged buildings and produces two mycotoxins. Presence of Chaetomium species in indoor environment is a sign of serious water problem.

Chaetomium may occur together with other water-loving molds such as Fusarium, Stachybotrys and Ulocladium. Species of Chaetomium are known to produce mycotoxins but to what extent these toxins contribute to poor indoor air quality or affect human health is not documented. In medical literature some species have been reported to cause disease in immuno-compromised individuals.

BAXTER ENVIRONMENTAL GROUP, INC.



941 Progress Road, Chambersburg, PA 17201

Office: 717-263-7341

Fax: 717-263-7941

www.baxtergroupinc.com

info@baxtergroupinc.com

August 7th, 2023

Williamsport Memorial Library
Attn: Jennifer Keysor
104 E. Potomac Street
Williamsport, MD 21795

RE: Revised Mold Remediation Proposal ~ 104 E Potomac St., Williamsport, MD 21795

Dear Mrs. Keysor,

Baxter Environmental Group, Inc. is pleased to be considered in the performance of this project. The following is a breakdown of our proposal:

Main Library:

- A containment will be temporarily constructed to isolate the main library from the remainder of the property. Work is to begin at the furthest point from the exit, and work performance moves from this point towards the exit.
- Air scrubbers or negative air machines will be strategically placed inside the containment.
- All HVAC vents (supply & return) will be removed and clean with a professional grade antimicrobial and sealed off properly.
- All apparent mold colonies within the containment will be scraped, scrubbed and cleaned with an anti-microbial disinfectant.
- The entire interior of the contained area beginning with the ceilings, the walls and permanent fixtures, then the floor, will be HEPA vacuumed, cleaned with an anti-microbial disinfectant, and HEPA vacuumed a second time. (to include books, supplies, furnishings.)
- The areas will be encapsulated as needed with a mold-inhibiting encapsulant.

Basement Storage Rooms:

- A containment will be temporarily constructed to isolate the basement storage room from the remainder of the property. Work is to begin at the furthest point from the exit, and work performance moves from this point towards the exit.
- Any standing water in the bathroom will be removed before cleaning begins.
- All HVAC vents (supply & return) will be removed and clean with a professional grade antimicrobial and sealed off properly.
- A containment will be temporarily constructed to isolate the Basement storage rooms from the remainder of the property. Work is to begin at the furthest point from the exit, and work performance moves from this point towards the exit.
- All books will be removed and disposed of properly.
- ALL contaminated fiberglass pipe insulation will be removed. This will need to be replaced by others.
- All apparent mold colonies within the containment will be scraped, scrubbed and cleaned with an anti-microbial disinfectant.
- The entire interior of the contained area beginning with the ceilings, the walls and permanent fixtures, then the floor, will be HEPA vacuumed, cleaned with an anti-microbial disinfectant, and HEPA vacuumed a second time. (to include books, supplies, furnishings.)
- The areas will be encapsulated as needed with a mold-inhibiting encapsulant.
- All debris will be bagged, or wrapped in poly, prior to removal from the containment and disposed of properly.

Mechanical Room:

- A containment will be temporarily constructed to isolate the Mechanical room from the remainder of the property. Work is to begin at the furthest point from the exit, and work performance moves from this point towards the exit.
- Any standing water will be removed before cleaning.
- All HVAC vents (supply & return) will be removed and clean with a professional grade antimicrobial and sealed off properly.
- Air scrubbers or negative air machines will be strategically placed inside the containment.
- ALL contaminated fiberglass pipe insulation will be removed. This will need to be replaced by others.
- All apparent mold colonies within the containment will be scraped, scrubbed and cleaned with an anti-microbial disinfectant.
- The entire interior of the contained area beginning with the ceilings, the walls and permanent fixtures, then the floor, will be HEPA vacuumed, cleaned with an anti-microbial disinfectant, and HEPA vacuumed a second time. (to include books, supplies, furnishings.)
- The areas will be encapsulated as needed with a mold-inhibiting encapsulant.
- All debris will be bagged, or wrapped in poly, prior to removal from the containment and disposed of properly.

Basement Meeting Room:

- A containment will be temporarily constructed to isolate the Basement Meeting Room from the remainder of the property. Work is to begin at the furthest point from the exit, and work performance moves from this point towards the exit.
- All HVAC vents (supply & return) will be removed and clean with a professional grade antimicrobial and sealed off properly.
- Air scrubbers or negative air machines will be strategically placed inside the containment.
- ALL contaminated fiberglass pipe insulation will be removed.
- All carpeting will be removed.
- All books will be removed and disposed of properly.
- Removal and disposal of corner cabinet containing water valves in order to gain access to walls.
- ~ 9 square feet of drywall to be removed behind the corner cabinet to investigate for further mold growth. If additional mold growth is found a change order will be necessary.
- All apparent mold colonies within the containment will be scraped, scrubbed and cleaned with an anti-microbial disinfectant.
- The entire interior of the contained area beginning with the ceilings, the walls and permanent fixtures, then the floor, will be HEPA vacuumed, cleaned with an anti-microbial disinfectant, and HEPA vacuumed a second time. (to include books, supplies, furnishings.)
- The areas will be encapsulated as needed with a mold-inhibiting encapsulant.
- All debris will be bagged, or wrapped in poly, prior to removal from the containment and disposed of properly.

HVAC Room:

- A containment will be temporarily constructed to isolate the HVAC Room from the remainder of the property. Work is to begin at the furthest point from the exit, and work performance moves from this point towards the exit.
- All HVAC vents (supply & return) will be removed and clean with a professional grade antimicrobial and sealed off properly.
- Air scrubbers or negative air machines will be strategically placed inside the containment.
- ALL contaminated fiberglass pipe insulation will be removed. This will need to be replaced by others.
- All contaminated duct wrap will be removed. This will need to be replaced by others.
- All apparent mold colonies within the containment will be scraped, scrubbed and cleaned with an anti-microbial disinfectant.

Baxter Environmental Group, Inc.

PA HIC Number: PA023563 • MHIC Number: 05-130104 • WV Number: WV029674
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- The entire interior of the contained area beginning with the ceilings, the walls and permanent fixtures, then the floor, will be HEPA vacuumed, cleaned with an anti-microbial disinfectant, and HEPA vacuumed a second time. (to include books, supplies, furnishings.)
- The areas will be encapsulated as needed with a mold-inhibiting encapsulant.
- All debris will be bagged, or wrapped in poly, prior to removal from the containment and disposed of properly.

Stage Room:

- A containment will be temporarily constructed to isolate the Stage Room from the remainder of the property. Work is to begin at the furthest point from the exit, and work performance moves from this point towards the exit.
- All HVAC vents (supply & return) will be removed and clean with a professional grade antimicrobial and sealed off properly.
- Air scrubbers or negative air machines will be strategically placed inside the containment.
- All books will be removed and disposed of properly.
- ALL contaminated fiberglass pipe insulation will be removed. This will need to be replaced by others.
- All apparent mold colonies within the containment will be scraped, scrubbed and cleaned with an anti-microbial disinfectant.
- The entire interior of the contained area beginning with the ceilings, the walls and permanent fixtures, then the floor, will be HEPA vacuumed, cleaned with an anti-microbial disinfectant, and HEPA vacuumed a second time. (to include supplies and furnishings.)
- Ceilings and walls will be encapsulated with a mold-inhibiting encapsulant.
- All debris will be bagged, or wrapped in poly, prior to removal from the containment and disposed of properly.

Circus Room:

- A containment will be temporarily constructed to isolate the circus room from the remainder of the property. Work is to begin at the furthest point from the exit, and work performance moves from this point towards the exit.
- Water damaged ceiling tiles will be removed. These will need to be replaced by others.
- All HVAC vents (supply & return) will be removed and clean with a professional grade antimicrobial and sealed off properly.
- Air scrubbers or negative air machines will be strategically placed inside the containment.
- ALL contaminated fiberglass pipe insulation will be removed. This will need to be replaced by others.
- All apparent mold colonies within the containment will be scraped, scrubbed and cleaned with an anti-microbial disinfectant.
- The entire interior of the contained area beginning with the ceilings, the walls and permanent fixtures, then the floor, will be HEPA vacuumed, cleaned with an anti-microbial disinfectant, and HEPA vacuumed a second time. (to include books, supplies, furnishings.)
- Areas where visible mold growth has been Hepa Vacuumed and thoroughly wiped will be encapsulated with a mold-inhibiting encapsulant.
- All debris will be bagged, or wrapped in poly, prior to removal from the containment and disposed of properly.

Entire Property:

- The entire property will be disinfected using an electrostatic machine.
- All affected materials being removed during the remediation will need to be tested for asbestos or lead prior to the start of the project. If the materials are found to contain asbestos or lead, the scope of work will need to be adjusted to account for proper removal.
- Baxter Environmental Group, Inc. is able to collect post-remediation air quality samples for analysis by an independent third-party laboratory at the conclusion of a mold remediation project. However, you may wish to have post-remediation sampling conducted by another vendor. If you so choose, air quality sampling must be performed within 24 hours of the completion of the project.

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- Post-remediation air quality samples will be collected from each of the containments to determine if unusual mold conditions still exist and further remediation is required. In order for the laboratory to have a comparison sample, an outdoor sample will also be collected.
- Please stay out of containment through the duration of the remediation. After the air clearance results show passing results, the containment will be taken down.
- If post-remediation results report that "no unusual mold conditions exist" in the areas from which the samples were collected, the laboratory report containing the sample results, will be sent to the Client.
- If post-remediation results report that any of the areas from which samples were collected are still contaminated, additional cleaning and sampling should be performed until those areas return a result stating that "no unusual mold conditions exist".
- The proposal price is based on the work being performed during regular business hours (Monday through Friday between 7:30am and 3:30pm).
- This proposal covers mold remediation only as identified above. It does not cover rebuild and/or damage restoration.

Please note: If you choose to clean the books and supplies yourself and move them offsite before the work begins, the price will be adjusted accordingly.

Our remediation plans follow and exceed EPA guidelines and ANSI's (Approved American National Standard) Standard IICRC S520.

Proposal Price: Fifty-Four Thousand Sixty-Five Dollars (\$54,065.00)

The proposal price includes liability insurance in the amount of Two million dollars (\$2,000,000.00) and all state, local, and federal regulations will be followed.

Proposal price is valid upon acceptance within 10 business days from the date of this correspondence. Please contact the office as soon as possible to schedule this work, as scheduling may be limited. Baxter Environmental Group, Inc. requests notification at least five-days prior to the desired project start date to allow for scheduling and paperwork.

Please Note: If the cause of the mold growth is not remedied prior to remediation, there is a very high probability that the mold will return. Also, in order to prevent mold growth in the future, any moisture intrusion should be addressed within 24-48 hours.

Heating, ventilation, and air conditioning (HVAC) systems have been shown to act as a collection source for a variety of contaminants such as mold, fungi, bacteria, and very small particles of dust that have the potential to affect a person's health. The removal of such contaminants from the HVAC system and home should be considered as one component in an overall plan to improve indoor air quality.

We look forward to working with you. Please feel free to contact the office with any questions you may have. Baxter Environmental Group, Inc. can also provide future proposals for any ***asbestos sampling, surveys and abatement; mold testing, assessments and remediation; lead-based paint stabilization and abatement, HVAC duct cleaning and basement water-control, and selective renovations.***

Regards,



Chris Hess
Certified Mold Inspector
License #85255

Baxter Environmental Group, Inc.

PA HIC Number: PA023563 • MHIC Number: 05-130104 • WV Number: WV029674
www.baxtergroupinc.com • info@baxtergroupinc.com



Agenda Report Form

Open Session Item

SUBJECT: Washington County Department of Social Services – agency overview

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Tiffany Rexrode, Director and Bridgett Jones Smith, Advisory Board Chair. Our executive leadership team will be in attendance in addition to several advisory board members.

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: The Washington County Department of Social Services is the local human service agency for the Department of Human Services. We administer the programs of the Family Investment Administration, Child Support Administration, and a multitude of Social Services focused on the safety, protection, and wellbeing of children, families, and adults. We will review our FY 23 Annual Report, discuss current initiatives, consider anticipated changes in the upcoming year, and examine our strategies to address and prevent risk to the agency. The Advisory Board Chair will discuss the role of the Board.

DISCUSSION: We are happy to make this presentation on agency services and answer any questions that may be presented. We do not have any specific requests at this time and look forward to hearing your feedback and suggestions to serve the constituents of Washington County.

FISCAL IMPACT: We calculate the economic impact of WCDSS to the county in FY 23 to be \$109,265,262. In FY 23, we monitored and expended \$1,527,615 in grant funds in addition to the state budget of \$20,068,334. WCDSS received \$506,330 from the County for FY 23 and FY 24.

CONCURRENCES:

ATTACHMENTS: We will have our FY 23 Annual Report available for you in hard copy on November 7, 2023. We have attached an electronic version with this report form.

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Washington County Department of Social Services

ANNUAL REPORT
FY 23



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mission

We serve people, promote self-reliance and provide safety by delivering quality services and developing community partnerships.

vision

We envision Washington County as a community where people are responsible, self-reliant, economically secure and safe from abuse and neglect.

values

In all of our interactions with employees, clients and stakeholders, we will be guided by the following values:

- + *Human Dignity*
- + *Respect*
- + *Compassion*
- + *Teamwork (Collaboration)*
- + *Communication*
- + *Quality of Services*
- + *Integrity*



MESSAGE FROM THE DIRECTOR

“The days are long, but the years are short” comes quickly to mind as I write this introduction to our FY23 Annual Report. I was appointed as the Director in early November 2022, and since that time we have been working with urgency to meet the unique needs of our community. I would love to highlight what we accomplished this past fiscal year, and specifically since November 2022.

We have 199 state merit, 6 state contractual, and 22 other contractual positions in Washington County for a total of 227 positions. In November of last year, we had 27 vacancies with a vacancy rate of 11.7%. Currently we have 11 vacancies with a total vacancy rate of 5.3% and a state merit vacancy rate of 3.5%. Our ability to recruit professionals directly impacts our ability to provide excellent customer service. We have also made a conscious effort to focus on staff retention as well as celebrate employee recognition, most recently elevated through an employee of the month nomination process and morale focused activities. The recruitment, retention, and recognition of staff is what propels us to serve our community, and that speaks to our next accomplishment.

Customer service initiatives have focused on outcomes, responsiveness, and increasing accessibility. We have updated our lobby and customer service waiting area to ensure an efficient and child friendly environment. I am very proud to share that we monitor customer wait times monthly and have set a lofty goal for that first contact to be in less than ten minutes. Most recently, 3,979 customers were served in our office over 23 days for an average of 173 customers per day. The average wait time was 10.74 minutes (76% seen in less than 15 minutes, 63% seen in less than 10 minutes, 40% seen in under 5 minutes). Our involvement in community

events allows us to remove access barriers by serving residents in their communities with real time answers and reducing the need for office visits. We acknowledge that we do not serve our customers in isolation, but rather as part of a comprehensive service array with extraordinary community partners.

Our valued community partners have helped to inform and guide our work throughout this past year in a variety of avenues. In addition to informing our 2023-2025 Strategic Plan, I scheduled and/or participated in 43 meetings with agency leaders, elected officials, and partners to learn how we could engage, be innovative, and improve our collaboration. We have made it a priority to expand our frequency and avenues of communication with community partners.

Frequent and transparent communication has guided our work. In addition to an informative weekly email that I send to all staff, we have updated our employee and community partner newsletters, and increased our social media reach. Now with nearly 1,000 followers, we were thrilled to post a personal success story this year that reached 14,988 people. Both our engagement and reach continue to grow which helps us share our story and share community resources with our community.

It has been my honor to work with such an incredible group of internal and external professionals during this past year. At a graduation ceremony this year, a young speaker said “Nothing changes if nothing changes.” I’d like to take a moment to thank our staff, customers, contractors, providers, partners, and leadership for changing and innovating with us to serve the community.

Respectfully,

Tiffany Rexrode, Director

Washington County Department of Social Services



FAMILY INVESTMENT

FY23 ACCOMPLISHMENTS:

- + 4 clients participated in the Public Assistance to Entrepreneurship Program.
- + Operated 2 Job Opportunity Bus Shuttles (JOBS) in order to assist low-income households with transportation to and from work and child care facilities.
- + Operated the free Hopewell Express transportation program in conjunction with Community Action Council to assist individuals seeking employment or already employed, at distribution facilities in the Hunters Green Business Center. Located along Hopewell Road, the Business Center is home to over 20 businesses and distribution centers. The Hopewell Express operates from downtown Hagerstown on a first-come, first-served basis.

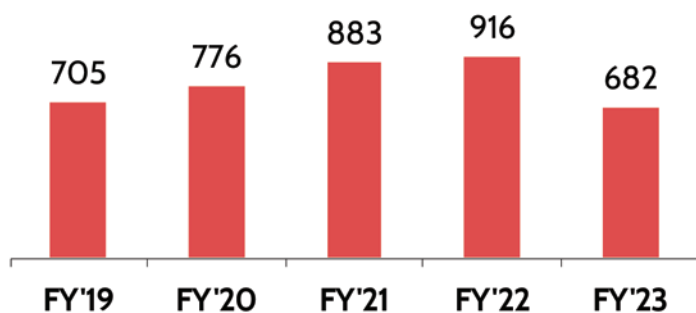
FAMILY INVESTMENT ADMINISTRATION (FIA)

FIA administers multiple state and federally funded programs. Eligibility for each program varies and is determined by financial and technical requirements including age, household composition, employment status and shelter costs. Applicants are required to provide all necessary information that is then verified before eligibility can be determined.

TCA CASELOAD

AVERAGE PAID CASES PER MONTH

FY19 - FY23



Temporary Cash Assistance (TCA)

TCA provides for children in need and their caretaker relatives. Those who are employable are included on the grant and must find employment.

IN FY23:

- + Averaged 682 paid TCA cases per month.
- + TCA case managers worked in conjunction with our 2Gen Coordinator to refer 320 clients to resources. The 2Gen position helps clients link with services such as housing, transportation, and benefit programs outside of the agency.

Public Assistance to Adults (PAA)

PAA provides a monthly payment to aged, blind, or disabled adults who have been certified for assisted living, a care home, or a Department of Health and Mental Hygiene (DHMH) rehabilitative residence.

IN FY23:

- + Averaged 47 PAA cases per month.

Medical Assistance (Medicaid)

Medical Assistance addresses immediate and long-term health care needs by providing funds for a variety of health care services to the community. In Maryland, the Department of Human Services' staff determines the customers' Medicaid eligibility and the Department of Health and Mental Hygiene is responsible for the

policy development and fiscal management. Year-round, Medicaid programs assist eligible residents of all ages. SSI recipients, PAA and certain institutionalized individuals are automatically eligible for coverage. Washington County residents who are not aged, blind or disabled, are offered government subsidized

health insurance through Maryland Health Connection. During an open enrollment period, Qualified Health Plan Coverage (QHP) is available for households with income that exceeds Medicaid standards. Medicaid addresses the medical needs of individuals in nursing homes and rehabilitation facilities and the waiver for older adults supplies assistance to individuals in certain assisted living situations. Special outreach programs continue to encourage eligible individuals to participate in the Qualified Medicare Beneficiary (QMB) and Specified Low-Income Medicare Beneficiary (SLMB) programs that assist Medicare recipients with premiums, co-payments and deductibles.

Affordable Care Act (ACA)

Implementation of the Affordable Care Act brought an expansion of the Medicaid system. As eligibility guidelines changed and income limits for Medicaid increased, more individuals and families became eligible. The Maryland Health Connection allows individuals and families to apply for Medicaid online or, if ineligible for Medicaid, to shop for Qualified Health Plans (QHPs). Details can be found at www.marylandhealthconnection.gov.

Electronic Benefit Transfer (EBT)

EBT is used to issue cash and supplemental nutrition assistance benefits through automated teller machines and point-of-sale terminals. EBT Independence Cards, encoded with benefit information on the magnetic strip, are mailed to customers and allows access to benefits.

IN FY23:

- + 357 customers received locally issued cards.





EBT Fraud Replacement Program

The State of Maryland implemented the EBT Fraud Replacement Program in March of 2023.

This program provided assistance for individuals and families who had their food stamp or cash assistance benefits stolen from their EBT cards through no fault of their own.

Maryland was the first state in the nation to offer reimbursement of stolen benefits, allowing customers to submit fraud claims for investigation and replacement at www.dhs.maryland.gov/ebt-reimbursement.

IN FY23:

- + Helped 185 clients submit EBT fraud claims.
- + \$68,320 in stolen benefits were returned to clients and ultimately to the community.

Temporary Disability Assistance Program (TDAP)

TDAP pays disabled adults without children a benefit of \$378 per month until their conditions improve or they are found eligible for a long term federal disability program.

IN FY23:

- + Averaged 287 TDAP cases per month.

Emergency Assistance to Families with Children (EAFC)

EAFC provides cash assistance payments to help families with children resolve emergencies such as eviction, foreclosure, or utility shut off. Payments are made directly to the vendors. The current maximum allowable grant is \$375 every 2 years.

IN FY23:

- + 49 EAFC grants were issued to families in Washington County for a total amount of \$12,703.



Low Income Household Water Assistance Program (LIHWAP)

In conjunction with the Office of Home Energy Program, WCDSS administers the LIHWAP program to assist households that are experiencing hardships with their water bills. The LIHWAP program provides households with up to \$2,000 in relief on drinking water or wastewater bills that are in arrears more than 30 days.

Supplemental Nutrition Assistance Program (SNAP)

SNAP supplements a household's food budget by providing additional benefits. Benefits are loaded onto a household Electronic Benefit Transfer (EBT) card once per month.

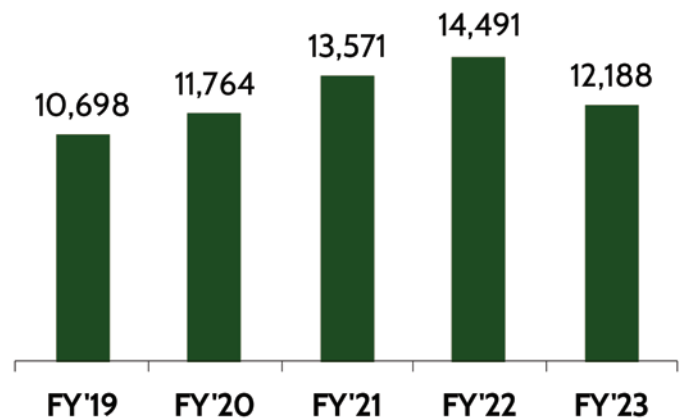
IN FY23:

- + Averaged 12,188 SNAP cases per month.
- + A monthly average of \$5,337,288 in SNAP benefits were spent in Washington County food stores.

FOOD SUPPLEMENT CASELOAD

AVERAGE PAID CASES PER MONTH

FY19 - FY23



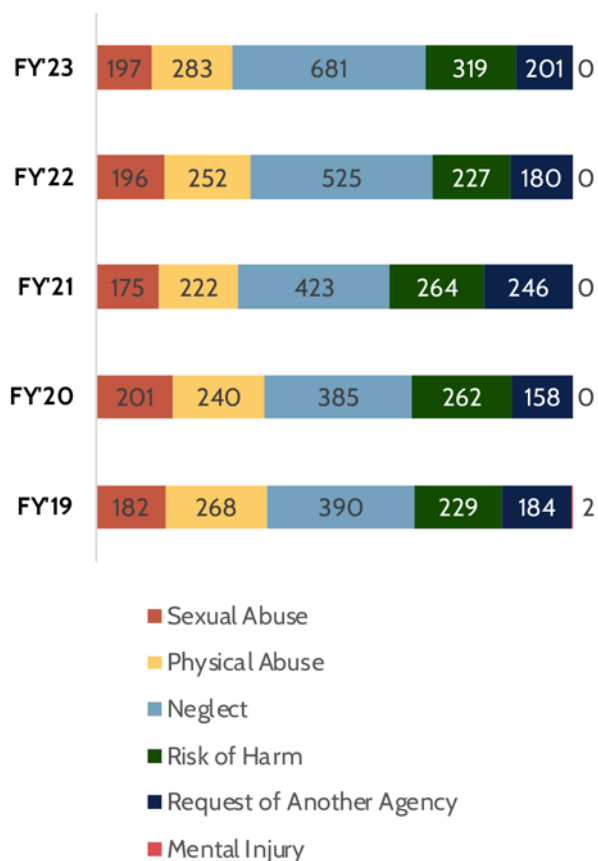
ADULT, CHILD & FAMILY SERVICES

FY23 ACCOMPLISHMENTS:

- + Completed safety assessments for 3,591 children. Only 59 children required Out-of-Home Placement (OHP).
- + Achieved permanency for 4 children in OHP through Adoption Services and reunited 9 children with their parents.
- + Achieved permanency for 5 children through the Guardianship Assistance Program.
- + Completed risk assessments for 301 vulnerable adults in Adult Protective Services.
- + With the assistance of the WCDSS Ally Corp., led by ACFS staff, the agency maintained accreditation through the Human Rights Council, a national LGBTQ advocacy group responsible for policy change at local, state, and national levels.



CPS INTAKE FY19 - FY23



CHILD WELFARE INTAKE

Child Protective Services (CPS) Intake

CPS provides assessment services to children who are believed to be abused or neglected by their parents or caretakers, with the goal of protection and intervention to improve family functioning. Four specific initiatives are used to complete this task:

1. Traditional CPS investigation - for high risk child abuse and neglect cases and all sex abuse cases
2. Alternative Response - for low risk reports of child abuse or neglect
3. Request of Other Agency - to assist in the assessment of abuse or neglect
4. Risk of Harm - not CPS, but assessment around the following 6 specific areas that pose potential risks to children:
 - Substance exposed newborns
 - Substantial risk of sexual abuse by a registered child sex offender
 - Reports of domestic violence
 - Previous death or serious injury of a child due to abuse or neglect
 - Caregiver impairment
 - Sex trafficking

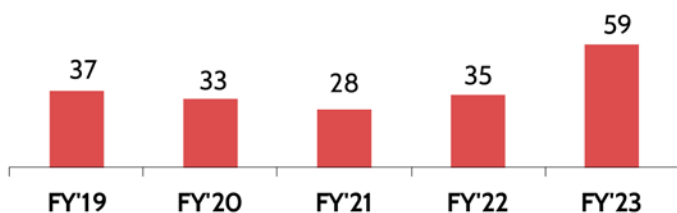
IN FY23:

- + Completed safety assessments for 3,591 children, including 124 substance exposed newborns.

OUT-OF-HOME PLACEMENT (OHP) AND ADOPTION

OHP provides short-term, continuous support services to children who require removal from the home due to abuse, abandonment, neglect or risk of serious harm. Depending on the child's needs, care is provided in an approved relative's home, therapeutic foster family home, group home or a residential treatment center. Older youth who are determined to be eligible may also reside in Semi-Independent Living Arrangements or Independent Living programs. In order to achieve a permanent placement plan for the child, OHP staff provide a wide range of services for the child in care, the child's family and the resource parents.

OUT-OF-HOME PLACEMENTS FY19 - FY23



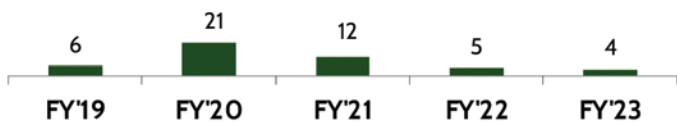
Adoption

Adoption is one of the permanency options for children in OHP. Children under the Agency's legal guardianship are placed with families in Washington County or elsewhere in the state. Support is provided to children and families throughout the adoption process and beyond, including a monthly adoption support and education group.

IN FY23:

- + 245 locally adopted children from the out-of-home placement system received a monthly subsidized adoption stipend.

FINALIZED ADOPTIONS FY19 - FY23



Independent Living (IL)

IL is specialized case management and supportive services designed specifically to assist older youth placed in out-of-home care prepare for and successfully transition out of care and to adulthood.

IN FY23:

- + 66 youth received specialized case management services.
- + 55 youth were supported with SILA (Semi-Independent Living Arrangement) funds.
- + 8 youth graduated from high school or obtained their GED.

Voluntary Placement

Children placed through a voluntary placement have such complex mental health needs that adequate treatment cannot be provided within the community outpatient system. The VPA process allows the agency to assist families in securing residential treatment for children while their parents retain legal custody and control in decision making.

IN FY23:

- + 23 requests for VPA were received.
- + 23 VPA assessments were completed.
- + 9 VPA placements were facilitated.
- + 2 youth successfully completed treatment and returned home to their families.
- + 2 assessments completed to assist the Washington County Mental Health Authority.

Resource Families

Family Centered Practice language refers to foster homes as resource homes. The goal of a resource home is to be a supportive resource not only to the child in care, but to their entire family. It is the agency's continued goal to actively recruit new resource home providers, specifically providers for sibling groups and teenage children. The agency offers specialized supportive services to resource home providers to include counseling, support groups, and specialized case management.

IN FY23:

- + 11 new homes were licensed.
- + 58 total agency licensed homes.



Family Finding

Family Finding provides intensive search efforts to identify, assess, engage and sustain family resources for children and youth in out-of-home care. Target case management services are provided when children initially enter care and are routinely conducted while the youth remains in out-of-home placement. Targeted interventions are provided to youth who do not have an identified relative resource or support relationship to assist them in their transition out of the Maryland child welfare system.

IN FY23:

- + 67 family members were identified for youth in out-of-home care.
- + Successfully made contact with 488 family members.
- + 149 of those contacted were successfully engaged in developing supportive relationships with youth in out-of-home care.

FAMILY SERVICES

Family School Partnership Program (FSP)

In partnership with the Washington County Public School system and County Commissioners, this supplemental student support program targets elementary school students having areas of need related to academics, attendance, behaviors and/or family support needs.

IN FY23:

- + 77 referrals to potentially serve 197 children.
Reasons for referrals:
 - 3 for Attendance.
 - 5 for Behavior.
 - 9 for Family Support.
 - 1 for Attendance and Behavior.
 - 4 for Attendance and Family support.
 - 34 for Behavior and Family Support.
 - 12 for Behavior, Family Support, and Attendance.
 - 9 for Follow-up Support Services.



Family Team Decision Making Meetings (FTDMs)

FTDMs have goals to improve outcomes for children and families through a collaborative approach to service delivery, increase support to child welfare staff, and engage the larger community in child welfare decisions. FTDMs are convened around placement decision points in casework, including initial removal from the home, placement changes in out-of-home care and considered changes in a permanency plan prior to reunification.

IN FY23:

- + 113 FTDMs were held regarding the safety and well-being of 163 children.
- + 35 FTDMs resulted in diversion from shelter care for 62 children.
- + 36 transitional youth FTDMs were facilitated.

Services to Families with Children (SFC)

SFC is a voluntary, solution-focused, case management service that helps families reduce the risk of child abuse and neglect. The focus is on crisis intervention services and the parents' ability to provide care to their children.

IN FY23:

- + 65 children were served through SFC.



Interagency Family Preservation (IFP)

IFP is a short-term, time-limited, intensive and voluntary in-home service that provides crisis intervention services to families with a potential risk of an OHP. Referrals are received from Department of Juvenile Services, the Board of Education and the Health Department, as well as mental health professionals and any internal program or service.

IN FY23:

- + 41 families were referred for IFP services.
- + 39 families were assessed for services.
- + 30 families received intensive services.
- + 23 referred by community mental health programs.
- + 12 referred by internal agency programs.
- + 6 referred by an array of community based programs.

Family Preservation Services

Family Preservation Services are critical to providing targeted interventions to mitigate child safety and risk concerns while allowing children to remain safely in their homes and in the care of their parents/families. During the course of services with the family, it is expected that the assigned worker remain the same to ensure continuity of care and consistency. Referrals to this program can be made from other child welfare programming, such as Child Protective Services or Out-of-Home Care, or internally from other agency divisions, such as Family Investment. Families can also self refer.

IN FY23:

- + 91 families received Family Preservation Services.
- + 204 children received Family Preservation Services.

Kinship Navigator

Kinship Navigator offers services and resources to informal kinship caregivers in an effort to support and promote the safety and well-being of children in the State of Maryland. The caregiver's relationship with the child may be biological or based on adoption, marriage or an emotional connection. The Kinship Navigator provides information and referral services, as well as targeted case management.

IN FY23:

- + 76 families were served.
- + 12 support groups were facilitated.
- + 28 families received financial support.

Trauma Systems Therapy (TST)

TST is a comprehensive model for treating traumatic stress in children and adolescents that adds to individually based approaches by specifically addressing the child's social environment and/or system of care. TST was designed to provide an integrated and highly coordinated system of services guided by specific understanding of the nature of child traumatic stress. WCDSS is one of 3 public child welfare agencies in the country that have integrated TST into standardized practice with children in out-of-home placement.

IN FY23:

- + 32 resource home providers received TST supportive services.
- + 16 youth in out-of-home care received TST intervention.
- + 4 trauma informed trainings were provided to staff.
- + 4 trauma informed trainings were provided to resource home providers.

Substance Treatment and Recovery Teams (START)

START is a collaboration with the Washington County Health Department in which targeted case management and treatment services are provided to families who experience substance dependence and have children under the age of 5.

IN FY23:

- + Served 28 families with children under age 5.

Parent Partner Initiative

Parent Partner Initiative is a partnership with the Maryland Coalition of Families in which a parent with lived experience with the child welfare system provides education, support and advocacy to current families receiving child welfare services.

IN FY23:

- + Served 19 families receiving child welfare services.



SUNSHINE CENTER

The Sunshine Center provides a safe and comfortable setting where families can preserve and strengthen their relationships, create change to best support reunification and reduce the trauma associated with out-of-home placement. Sunshine Center strives to create a visit experience in which families involved in out-of-home placement feel supported by the Agency, foster care and the community in working towards family reunification and maintaining lifelong connections.

At the core of its services, Visit Coaching remains the primary intervention in preparing birth families for reunification with their children in out-of-home placement. Staff provide one-on-one parent coaching, conduct pre and post visit discussions with birth parents, and assist parents in developing visitation goals to support the emotional needs of their children while working towards reunification. In addition, the Sunshine Center supports supervised visitation, sibling visits, and extended family visits.

IN FY23:

- + 57 children were served.
- + 32 families were served.
- + 240 coached visits were facilitated.
- + 7 children were reunited with their parents.
- + \$1,466 was donated for foster children from local citizens through the Generous Jurors Program.



SAFE PLACE - WASHINGTON COUNTY CHILD ADVOCACY CENTER

The Safe Place Child Advocacy Center (CAC) opened its doors in 2001 in response to growing awareness that sexually abused children were not only suffering the lasting effects of abuse, but were also being re-victimized by the lengthy and repetitive investigative process intended to help. The Safe Place provides a multi-disciplinary team approach to the investigation, prosecution and treatment of sexual abuse or severe physical abuse. To this end, the Safe Place provides a safe, child-friendly environment where law enforcement, child protective services, prosecutors, medical and mental health professionals, victim advocates and administrators can share information and develop effective, coordinated strategies sensitive to the needs of each unique case, child and non-offending caregiver.

All services are located on site, which benefits the children and families emotionally, physically and mentally. By working together from the initial investigation through the disposition of the case, families better understand the criminal justice system and child protective system. The Safe Place is the only nationally accredited Child Advocacy Center in Washington County offering this comprehensive approach to the investigation of child maltreatment and exploitation. Additionally, the Safe Place is one of a few in the state to offer on-site forensic medical exams, therapy and victim advocacy services to children and their non-offending family members.



IN FY23:

- + 275 forensic interviews were completed on site.
- + More than 118 families received a familial strengths and needs assessment from the Advocacy team.
- + 29 children received mental health services.
- + 92 families were offered on-site forensic medical exams for their children.
- + 12 non-offending caregivers received ongoing supportive services.



WASHINGTON COUNTY FAMILY CENTER

Washington County Family Center provides a variety of services designed to empower expectant parents and families with children aged birth to 4 years to become self-sufficient through personal achievement, education and positive parenting. Services include: on-site early childhood development; Adult Basic Education (ABE); General Equivalency Diploma (GED) instruction; high school credit classes; English for Speakers of Other Languages (ESOL) classes; Family Literacy programs; employability services; health education services; parenting education; and transportation. Through the intensive education of more than one generation, the Center builds on family strengths and offers the tools and support needed to help families become stronger and more self-sufficient.

IN FY23:

- + 67 adults and 68 children received services in education, parenting and early childhood education programming.
- + 9 high school students graduated with their high school diploma.
- + 15 pregnant or parenting teens were enrolled in on-site high school classes.
- + 3 adult education students received their GED.
- + 8 adults were enrolled in adult education programs.
- + 67 families received parenting education and life skills support.
- + 8 parents enrolled in English for Speakers of Other Languages programming.



Dads' Connection

Dads' Connection supports local non-custodial fathers through case management services and increased community partnerships for employment opportunities. Participants also receive parenting education and resources.

IN FY23:

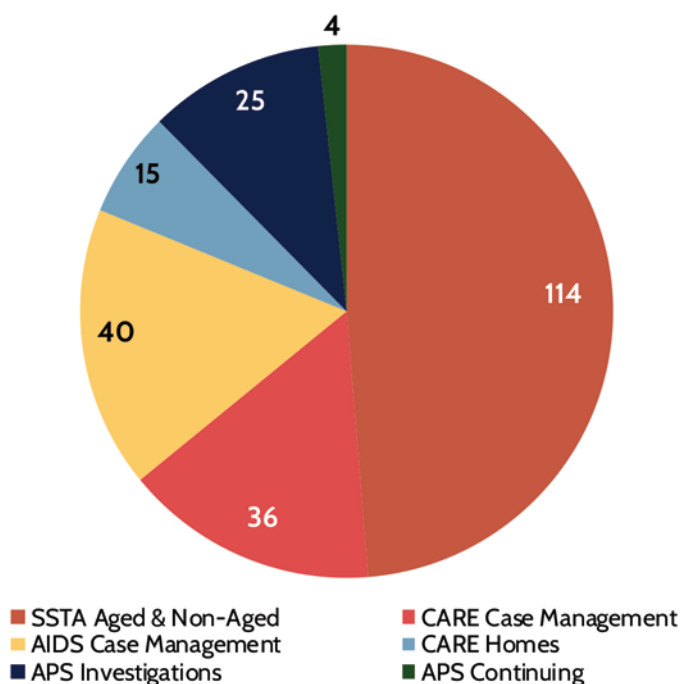
- + 13 non-custodial fathers received case management and employment services.
- + 5 non-custodial fathers obtained employment with a wage of more than \$15 an hour.
- + 13 non-custodial fathers received parenting education and other parental supportive services.



ADULT SERVICES UNIT

The Adult Services Unit provides a range of case management, foster care and aide services including: personal, respite care and chore services to disabled adults aged 18 years and older. All services are designed to help vulnerable adults meet their basic needs in the least restrictive settings consistent with their health and safety. Adult Services are voluntary with the exception of Adult Protective Services.

ADULT SERVICES AVERAGE MONTHLY CASELOAD FY23

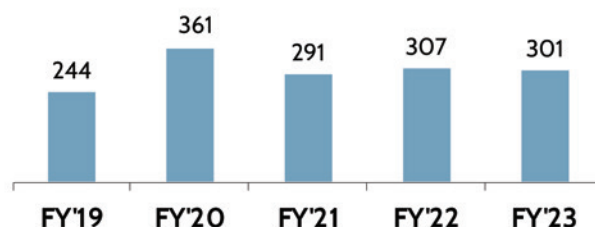


Adult Protective Services (APS)

APS investigates reports of abuse, neglect, exploitation or self-neglect of vulnerable adults. APS workers intervene to provide access to needed professional services for people aged 18 years and older who lack the capacity to provide for basic needs such as food, shelter and medical care. Risk factors are identified and service plans are developed to prevent further risk of harm to the adults. As a last resort, when adult customers are not capable of making decisions about their basic needs, APS may petition the court to appoint Guardians of the Person.

TOTAL APS CASES

FY19 - FY23



IN FY23:

- + 301 investigations.
- + New APS investigations averaged 25 monthly.
- + Of the FY'23 APS reports, 26 were allegations of physical or sexual abuse, 88 neglect, 71 financial exploitation and 126 self-neglect.
- + Monthly Continuing APS caseload averaged 4.
- + 5 Guardianship assessments.
- + Monthly Guardianship caseload averaged 25.

When risks are reduced but services are still needed, the vulnerable adult is referred to the Agency's Social Services to Adults or Project Home programs.

Social Services to Adults (SSTA)

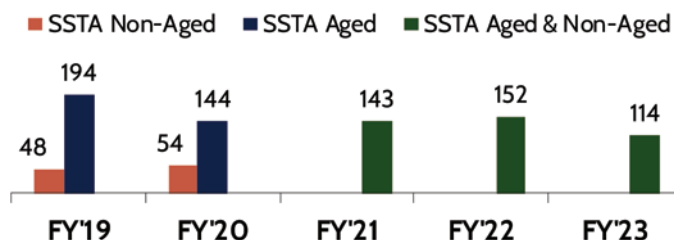
SSTA assists people aged 18 years or older, without dependent minor children, who need help living as independently as possible. SSTA assists elderly and disabled adults to access financial, medical, social, psychological/psychiatric counseling, housing and other services. Individuals aged 18 years and older with an income of less than 80 percent of the state median income and liquid assets less than \$20,000 are eligible.

IN FY23:

- + Provided ongoing case management services to a total of 153 adults.
- + Managed an average monthly caseload of 114 aged and non-aged adults.
- + Assessed an average of 2 new cases each month for SSTA services.

SSTA AVERAGE MONTHLY CASELOAD

FY19 - FY23



Adult Foster Care

Adult Foster Care assists aged or disabled adults who are unable to live alone but do not require nursing home or hospital care. The program provides a moderately supervised adult foster care situation with the support and security of a family setting. Most of these adults have physical or mental health problems that cause them to need assistance with some daily activities. Adult Foster Care providers furnish a safe, comfortable home with proper nutrition, transportation, laundry and health care assistance and overall supervision. This program would not exist without the support of the Washington County Commissioners, as county funds support foster care placements for aged and disabled adults. The project continues to recruit, assess, certify and train providers. There is a need for more accessible adult foster care homes.

IN FY23:

- + Washington County funded \$51,480 for the Foster Care for Adults Program, helping 19 individuals meet the total cost of their care, respite/day program costs.
- + Assisted an average of 7 individuals per month with County funds.

CERTIFIED ADULT RESIDENTIAL ENVIRONMENT (CARE)

Project Home Case Management

Commonly known as Project Home, CARE provides supervised housing where elderly and disabled adults receive room, board, personal care and assistance with other daily activities. The goal is to deinstitutionalize or prevent hospitalization of chronically mentally ill and other disabled adults, including persons with Acquired Immune Deficiency Syndrome (AIDS).

IN FY23:

- + Each month, 10 adults who needed more intensive foster care services received supplemental funding and case management through partnerships with the Mental Health Authority.
- + Project Home assessed 14 referrals for possible placements.
- + 36 individuals received placement services through Project Home.



CARE Housing

CARE Housing recruits, certifies and trains persons to provide supportive shelter and home-like environments to adults who have a chronic mental illness or other disability, such as Alzheimer's or cardiovascular disease. A CARE home provides a protective living environment for disabled adults who cannot live alone, primarily due to mental or physical health problems. CARE providers must have the capacity to assist these adults, be financially stable and pass criminal background investigations. The home must meet state CARE, fire and health regulations.

IN FY23:

- + CARE homes averaged 15 per month.
- + The need for more specialized CARE homes continues to increase as elderly and disabled adults seek this type of adult foster care living arrangement.

HIV/AIDS Services

The goal of HIV/AIDS Services is to assist individuals who have AIDS and/or are HIV positive, along with their families and/or significant others, to live as independently as possible. Case management, education and supportive services are provided, along with linking customers to appropriate community resources and financial supports to meet their needs. HIV/AIDS awareness seminars are presented to community groups and professionals.

IN FY23:

- + Served 71 people with HIV/AIDS and their families.
- + Managed an average monthly caseload of 40 people.
- + Utilized \$10,636 in Flexible Spending to assist persons with HIV/AIDS in crisis.

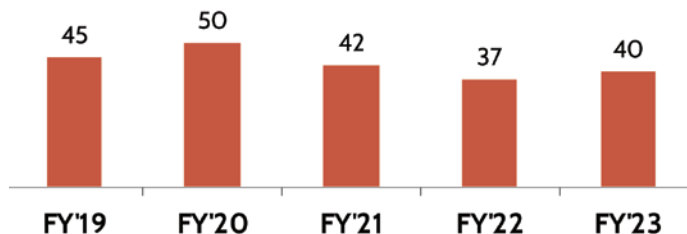
In-Home Aide Services (IHAS)

IHAS aides assist disabled adults with personal care, household chores and transportation to needed services. Therapeutic services are aimed toward allowing people to live in their own homes and provide respite services to family members who are the primary caregivers.

IN FY23:

- + Served 83 disabled, aged and non-aged adults.
- + Served 75 disabled adults aged 65 and older.
- + Served 8 disabled, non-aged adults 18 to 65.
- + Managed an average monthly caseload of 53 disabled adults.
- + IHAS Purchase of Service providers served 9 disabled adults.
- + IHAS Purchase of Service providers managed an average monthly caseload of 14 disabled adults.

HIV/AIDS CASE MANAGEMENT AVERAGE MONTHLY CASELOAD FY19 - FY23



CHILD SUPPORT

FY23 ACCOMPLISHMENTS:

- + Exceeded the federal paternity goal of 90 percent in establishing paternity in children born out-of-wedlock in the caseload.
- + Exceeded the federal court order goal of establishing court orders in over 80 percent of cases.
- + Serviced approximately 5,500 cases, resulting in the collection of over 10 million dollars in child support and arrearage payments.
- + Processed 272 modification requests to ensure child support obligations align with the current economic situation and financial means of the parties.

County Alliance Program for Employment (CAPE)

CAPE is available to non-custodial fathers and offers job readiness and employment support services.

IN FY23:

- + 21 non-custodial parents participated in the program.
- + \$12,567 was paid toward child support cases from individuals who became employed through the program.

Location Services

Locating non-custodial parents is imperative to continue the process of getting children the support they deserve. In order to place a non-custodial parent under an enforceable child support order, staff must first be able to serve that parent with a notice from the court stating their children need financial support. Staff use an array of automated tools provided by the state and federal government to locate non-custodial parents as well as their sources of income and assets.

Establishing Paternity

When a legal father is established, the child is assured some basic rights, such as inheritance and social security benefits. If paternity is contested, the alleged non-custodial parent has the right to a DNA test, an attorney and a court hearing. DNA testing can be completed in the local office.

IN FY23:

- + Approximately 200 non-custodial parents received DNA testing.

Establishing Court Orders

Along with paternity, an enforceable court order for child support must be established.

IN FY23:

- + Established court orders in over 80% of cases, exceeding the federal goal.

Enforcement And Modification

Automatic earning withholding continues to be an important tool in the enforcement of child support orders. Additional enforcement tools contributing to the successful collection rate include: driver's license suspension; tax refund intercept; new hire reporting; business, occupational and professional license suspension; passport denial; and garnishment of bank accounts. When other remedies fail, specialists will file contempt of court against the non-custodial parent.



ADMINISTRATION

FY23 ACCOMPLISHMENTS

- + Configured voicemail to email for all staff to support better customer communications.
- + Imaged, configured, and deployed over 50 new laptops and docking stations to improve teleworking capabilities for staff.
- + Maintained a COVID pantry to assist members of the community during quarantine/isolation.
- + Secured building-wide Wi-Fi for all 3 agency locations.

Human Resources Unit

Two Human Resource Officers and one Personnel Associate provide services to 227 employees in 3 agency locations. Our Human Resources Unit provides recruitment, employer and employee relations, grievance resolutions, disciplinary actions, timekeeping, and employee benefit administration. Additionally, the HR Unit provides resources to employee assistance programs, health and financial wellness seminars, and represents the agency in local job fairs held by community partners. Quarterly the HR Unit provides training to supervisors and employees on various HR initiatives, state and local policy or procedures, and is the lead on our local Risk Management initiatives.

IN FY23:

- + Onboarded 21 new state employees.
- + Onboarded 18 new grant funded Tri County Council employees.

Finance Unit

The Finance team, comprised of 6 full-time employees, provides professional accounting management of fiscal operations, safeguards assets, and ensures the accountability of funds. Finance staff ensures compliance of fiscal and procurement operations as prescribed in the regulations of State COMAR, the General Accounting Division Manual, the Department of Human Services' Fiscal Manual, Circular OMB A-87 for grant guidance and other related Agency, departmental, local and state government mandated policies and procedures.

IN FY23:

- + Paid 100 percent of all invoices on time.
- + Processed 2,946 local checks and submitted 2,667 invoices to the Comptroller of Maryland for centralized payment.
- + Monitored and expended \$1,527,615 of grant funds in addition to a State budget of \$20,068,334.



Administrative Support and Procurement Unit

These units provide internal and external mail services, purchase and issue office supplies, solicit and award procurement contracts and maintain the Agency's fleet. Maintenance of the vehicle fleet involves following vehicle maintenance, procuring driver and vehicle gas cards and processing accident reports. Private vehicle mileage is also tracked.

IN FY23:

- + Processed 24 new contracts amounting to \$2,509,025.
- + Secured 14 Memorandums of Understanding/Agreement.
- + Completed 143 purchase orders through competitive process.
- + Maintained 16 agency vehicles.





Information Technology Unit (ITU)

ITU, staffed by two full-time employees, provides IT support for 227 agency staff in 3 Washington County locations. ITU maintains an inventory of over 1,500 pieces of equipment while supporting staff on-site, off-site teleworking, or using Amazon WorkSpaces from home. General software and hardware training are provided to all users. In addition, ITU provides training for special projects and supports statewide telecommunications on the Local Area Network (LAN). This includes configuring and maintaining the Voice Over Internet Protocol (VOIP) and voicemail to email systems, setting up VOIP telephones, and providing user support through direct contact, telephone, instant messenger, email, and remote connection.

IN FY23, ITU SET UP, CONFIGURED AND MAINTAINED:

- + 153 desktop computers
- + 214 laptops
- + 180 printers
- + 150 iPhones
- + 105 tablets
- + 50 flip phones
- + 19 MiFis
- + 5 servers
- + 240 VOIP telephones

ECONOMIC IMPACT OF THE WASHINGTON COUNTY DEPARTMENT OF SOCIAL SERVICES

FY 2023

Direct Payments to Clients

Public Assistance	\$9,936,997
Food Supplement Program	\$65,259,339
Emergency Grants & Low Income Household Water Assistance Program (LIHWAP)	\$91,335
SUBTOTAL	\$75,287,671

Child Support Collections and Distributions

\$10,078,867

Agency Salaries, Administration and Program Services

\$20,068,334

Former Customers Employed

\$1,983,956
(estimate)

Grant Funds Obtained by Agency Staff

Family Center	\$512,802
Child Advocacy Center	\$358,902
Other	\$149,581
SUBTOTAL	\$1,021,285

Temporary Cash Assistance Support Services

\$241,204

County Budget

\$506,330

Federal Match

\$51,477

TOTAL \$109,265,262



COMMUNITY OUTREACH

THE STAFF OF THE WASHINGTON COUNTY DEPARTMENT OF SOCIAL SERVICES (WCDSS) IS COMMITTED TO EDUCATING AND INFORMING THE COMMUNITY REGARDING VARIED PROGRAMS AND RESOURCES AVAILABLE. IN FY'23, WCDSS PROVIDED INFORMATION ABOUT THE AGENCY'S PROGRAMS AND SERVICES AT THE FOLLOWING EVENTS:

COMMUNITY EVENTS

- + National Night Out
- + Elgin Station Community Event

- + Washington County Agricultural Expo
- + Washington Goes Purple Kick-Off
- + Our City Weekend
- + The Power of Harm Reduction
- + BCOH Block Party
- + Trunk or Treat sponsored by Harm Reduction
- + City of Hagerstown Halloween Block Party
- + WCPS Community Health and Wellness Fair
- + Red Cross Caring Hands Gift Wrapping Event
- + SPAN Suicide Prevention Annual Summit
- + Red Sand Project
- + Washington County Parenting Workshop
- + Virtual Town Hall with Delegate Grossman - SNAP Benefits
- + HARC Presentation
- + BCOH Surviving to Thriving
- + Access to Treatment Event
- + Child Welfare Conference
- + HCC Job Fair
- + Family Center Egg Hunt
- + One Stop Resources Event
- + Behavioral Health Roundtable Discussion - Lt/ Gov/Emily Keller
- + Crime Victim's Rights Awareness Color Splash Walk
- + Community Health Summit by Zion Baptist Church
- + Baby Palooza
- + WCHD Mini Health Fairs
- + Elder Abuse Prevention Panel
- + Skate for Sobriety
- + Martha's House Bug Party
- + Hagerstown Pride Event for June Pride Month

COMMUNITY PARTNERS

- + ADAC
- + Association of Retarded Citizens
- + Big Brothers/Big Sisters
- + Boys & Girls Club of Washington County
- + Brook Lane
- + Brooke's House
- + CASA
- + Catocin Counseling
- + Center for Substance Abuse Research
- + Chamber of Commerce
- + Children in Need
- + Commission on Aging
- + Community Action Council
- + Compassionate Wellness Center
- + Community Free Clinic
- + Department of Juvenile Services
- + Department of Labor, Licensing and Regulation
- + Department of Rehabilitative Services
- + Family Healthcare
- + Governor's Office of Crime Prevention
- + Hagerstown Area Religious Council (HARC)
- + Hagerstown Community College
- + Hagerstown Housing Authority
- + Hagerstown Police Department
- + Head Start
- + Horizon Goodwill/LEAP
- + Housing Authority of Washington County
- + Justice's Sake
- + Legal Aid

- + Lifehouse Church
- + Maryland Children's Alliance
- + Maryland State Police
- + Mental Health Authority
- + Mobile Crisis Services
- + Meritus Medical Center
- + National Children's Alliance
- + Potomac Community Services
- + Pressley Ridge
- + QCI Behavioral Health
- + REACH
- + Salvation Army
- + San Mar
- + Soul Haven
- + Southern Regional Children's Advocacy Center
- + State's Attorney's Office
- + St. John's Shelter
- + Turning Point
- + United Way of Washington County
- + University of Maryland-H / Salisbury University
- + University of Maryland - The Institute for Innovation
- + Washington County Board of Education
- + Washington County Clerk's Office
- + Washington County Emergency Management
- + Washington County Emergency Services

- + Washington County Fatality Review Board
- + Washington County Health Department
- + Washington County Human Trafficking Collaborative
- + Washington County Local Management Board
- + Washington County Sheriff's Department
- + Way Station
- + Western Maryland Consortium
- + Western Maryland Counseling Center
- + Western Maryland Mental Health Center



COMMISSIONERS, BOARD MEMBERS & WASHINGTON COUNTY LEGISLATIVE DELEGATION

WASHINGTON COUNTY COMMISSIONERS

- + John F. Barr, President
- + Jeffrey A. Cline, Vice President
- + Wayne K. Keefer
- + Randall E. Wagner
- + Derek Harvey

WCDSS BOARD MEMBERS

- + Bridgett Jones Smith, Chair
- + Cindy Brown, Vice Chair
- + Shannon Gaines, Secretary
- + Erika Bell
- + Marci Corea
- + Dana Pentoney
- + David D. Pool
- + Ladetra Robinson
- + Ex Officio Member
 - Wayne K. Keefer, County Commissioner

STATE SENATORS

PAUL D. CORDERMAN

Annapolis Office:

403 James Senate Office Building
11 Bladen Street
Annapolis, MD 21401
410-841-3903; 301-858-3903
paul.corderman@senate.state.md.us

MICHAEL W. MCKAY

Annapolis Office:

416 James Senate Office Building
11 Bladen Street
Annapolis, MD 21401
410-841-3565; 301-858-3565
mike.mckay@senate.state.md.us

STATE DELEGATES

TERRY BAKER

Annapolis Office:

323 Lowe House Office Building
6 Bladen Street
Annapolis, MD 21401
410-841-3321; 301-858-3321
terry.baker@house.state.md.us

BROOKE GROSSMAN

Annapolis Office:

306 Lowe House Office Building
6 Bladen Street
Annapolis, MD 21401
410-841-3125; 301-858-3125
brooke.grossman@house.state.md.us

WILLIAM J. WIVELL

Annapolis Office:

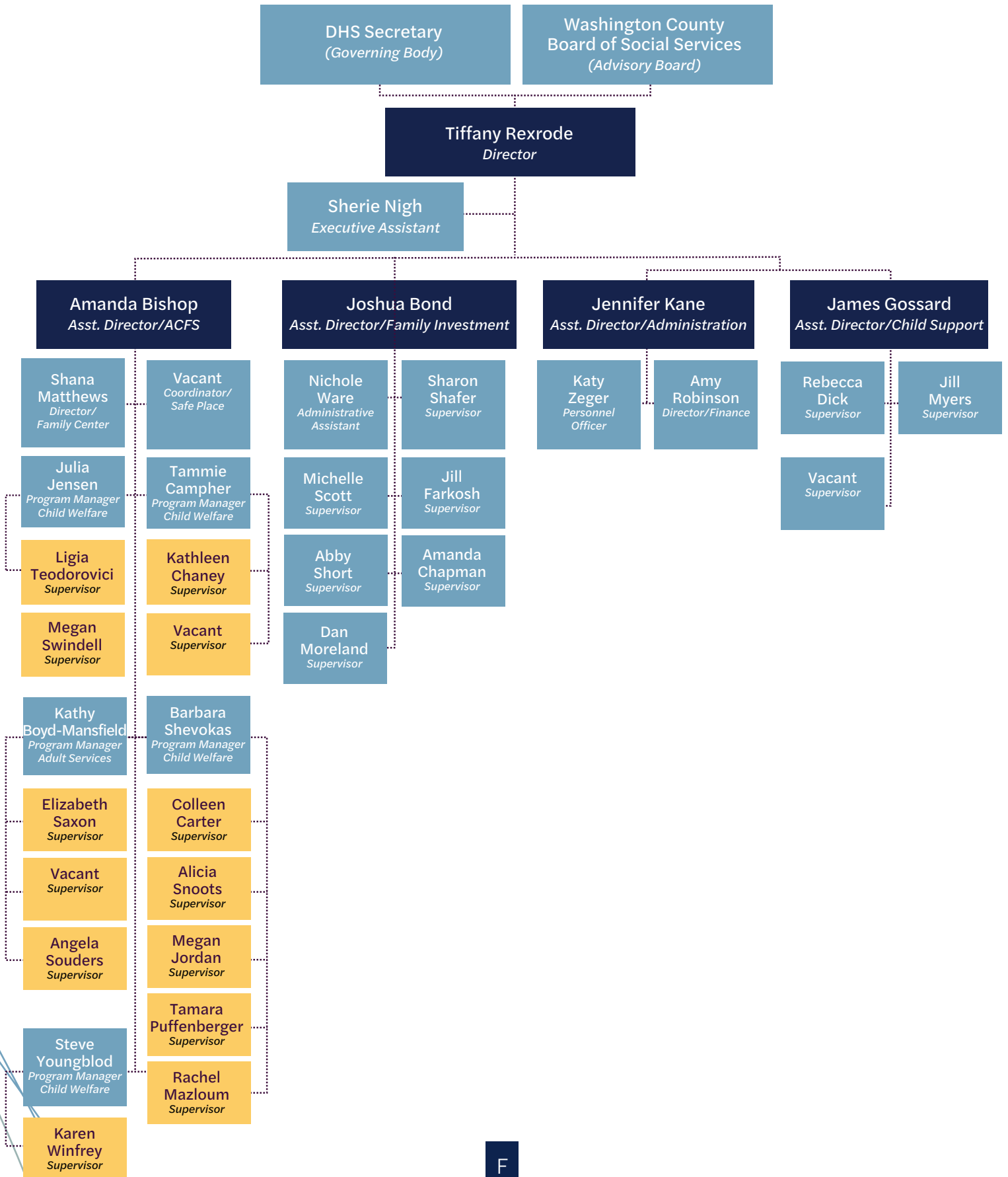
322 House Office Building
6 Bladen Street
Annapolis, MD 21401
410-841-3447; 301-858-3447
william.wivell@house.state.md.us

WILLIAM VALENTINE

Annapolis Office:

324 Lowe House Office Building
6 Bladen Street
Annapolis, MD 21401
410-841-3636; 301-858-3636
william.valentine@house.state.md.us

FY23 ADMINISTRATION ORGANIZATIONAL CHART





Washington County Department of Social Services

122 North Potomac Street

Hagerstown, MD 21740

ph: 240-420-2100 fax: 240-420-2111

tty: 1-800-735-2258 ext. 240-420-2100

dhs.maryland.gov/local-offices/washington-county/





Agenda Report Form

Open Session Item

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

SUBJECT: Adolescent Clubhouse – Horizon Goodwill Industries

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Earl Stoner, Health Officer, Washington County Health Department

RECOMMENDED MOTION: The Health Department is recommending that the Board of Health approve the contract to Hagerstown Goodwill Industries dba Horizon Goodwill Industries in the amount of \$258,137.00 for funding legislated by the State Opioid Response (SOR) Grant providing an Adolescent Clubhouse to work with the at-risk youth in Washington County. The Adolescent Clubhouse is accessible to all youth in Washington County ages 11- 16 years.

REPORT-IN-BRIEF: Adolescent Clubhouse is a grant that is targeted to promote the child's well-being by streamlining the point of entry services for at risk/delinquent youth. The program provides services for case management with qualified Youth Outreach. Staff will work with each participant to establish and organize individual needs; provide peer recovery support which includes age & developmentally appropriate recovery support groups; self-care and social development skills; recovery related workshops; vocational and educational activities, that reduce isolation; family engagement events and volunteer and service opportunities. The purpose of this program is to provide the safe opportunity for Adolescents through program expansion efforts, and by building needed infrastructure to support collaboration with schools and communities to expand the array of recovery-oriented services available to our youth and their families.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through the Maryland Department of Health Behavioral Health Administration. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS: Contract

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY24 F936B- 0802
FY24 F840N-0802
Horizon Goodwill Ind.

THIS CONTRACT (the "Contract"), is made as of the 5th day of October, 20 23 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Horizon Goodwill Industries

("Contractor") whose principal office in Maryland is

14515 Pennsylvania Ave., Hagerstown, MD 21742

and whose principal business address is

Same

The parties agree as follows:

1. Scope of Contract.

- (a) The Contractor shall provide the following goods or services:

Horizon Goodwill agrees to the terms and conditions in RFP 2024-04 Adolescent Clubhouse for FY24

With the option to four (4) 1-year consecutive (FY25, FY26, FY27, FY28) renewals if the grant has budgeted funds available and all parties agree.

The scope of work or solicitation dated XXXX is attached and incorporated by reference as Exhibit X. The Contractor's bid or proposal dated XXXX is attached and incorporated by reference as Exhibit X. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

- (b) Changes. This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of October 2nd, 20 23 through June 30th, 20 24.

3. Compensation and Method of Payment.

- (a) Compensation. The total compensation for services to be rendered by the Contractor shall not exceed \$258,137.00. With the breakdown as follows:
Item #1 F936B \$238,637.00
Item #2 F840N \$ 19,500.00
- (b) Method of Payment. The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) Tax Identification Number. The Contractor's Federal Tax Identification Number is 52-0660403. The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.
- (d) Invoicing. All invoices for services shall be signed by the Contractor and submitted to wchd.invoice@maryland.gov. All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number;
- Invoice period;
- Invoice date;
- Invoice number
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.

Supporting Documentation Requirements

The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.

- For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail amounts paid to or on behalf of (salary and fringe costs) individual employees.
- For equipment purchases that are approved under the grant award, originals or copies of receipts for the equipment must be submitted along with the invoice.
- For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided.
- For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice.

Onsite Visit/ Audit

For service contracts, the Washington County Health Department, will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that a service is being performed at a specific time, it may be unannounced.

4. Procurement Officer. The Department designates Michelle Hutchinson to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
5. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
6. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.0 7.0 1.12(A)(2).
7. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.0 7.0 1.11B.
8. Termination for Non Appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of

the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. Non-Discrimination in Employment. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.
11. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
12. Contract Monitor- Contract Monitor is [Victoria Sterling](#).

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR
Horizon Goodwill Industries

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

By: _____

Brooke Grossman, Chief Mission Officer
(Printed Name and Title)

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Date



Agenda Report Form

Open Session Item

SUBJECT: Collective Bargaining Agreement - AFSCME

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Eric Paltell, Labor Counsel; Kirk C. Downey, County Attorney; Dave Mason, Deputy Director, Solid Waste; Mark Bradshaw, Director, Environmental Management; Andrew Eshleman, Director, Public Works; Darryl Brown, Accounting Supervisor, Budget and Finance

RECOMMENDED MOTION: I move to approve the proposed Memorandum of Understanding as presented.

REPORT-IN-BRIEF: Collective bargaining negotiations have resulted in a proposed successor Memorandum of Understanding to replace the existing collective bargaining agreement.

DISCUSSION: Local 2677, Maryland Public Employees Council 3, AFSCME, has been recognized as a collective bargaining agent on behalf of full-time hourly employees in the County Highway Department, Solid Waste Department, Transit Department, Department of Emergency Communications and Water Quality Collections and Maintenance. The County and Local 2677 have been involved in collective bargaining since March 2023. These negotiations were the first time the entire Agreement has been revised since 2008. The bargaining sessions resulted in a proposed successor collective bargaining agreement concerning workplace practices, procedures, wages, hours, and conditions of employment. Key changes in the Agreement include the addition of premium pay for time worked on holidays, an increase in the meal allowance from \$8.25 to \$15.00, on-call pay for Water Quality Collections employees, paid lunch periods, greater flexibility in hiring for the County, and a change in the way leave is handled from “days” to “hours.” The Agreement covers the period from July 1, 2023 to June 30, 2026. The Union has approved the Agreement. The Board of County Commissioners must now act on the Agreement.

FISCAL IMPACT: \$656,144 (estimate)

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Proposed Memorandum of Understanding

AUDIO/VISUAL NEEDS: N/A

MEMORANDUM OF UNDERSTANDING

between

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

and

**MARYLAND PUBLIC EMPLOYEES COUNCIL 3, AFSCME, AFL-CIO
AND ITS LOCAL 2677, AFL-CIO**

for

**HIGHWAY, SOLID WASTE,
TRANSIT DEPARTMENT, WATER QUALITY, COLLECTIONS AND
MAINTAINANCE AND EMERGENCY
COMMUNICATIONS DEPARTMENTS**

July 1, 2023 to June 30, 2026

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MEMORANDUM OF UNDERSTANDING ("MOU")

ARTICLE 1 - RECOGNITION OF UNION

The Board of County Commissioners of Washington County, Maryland (the "County" or the "Employer"), recognizes the Maryland Public Employees Council 3, and its Local 2677, AFSCME, AFL-CIO (the "Union") as the sole and exclusive bargaining agent for the purpose of collective bargaining for all regular full-time hourly employees of the Washington County Highway Department, Solid Waste Department, Transit Department, Department of Emergency Communications, and Water Quality Collection and Maintenance (excluding clerical, supervisory, and other employees excluded by the Resolution Adopting Procedures for Collective Bargaining and applicable law).

ARTICLE 2 - UNION SECURITY

Article 2. Membership. After completing thirty (30) working days, all Highway, Solid Waste, Water Quality Collection and Maintenance, Transit and Emergency Communication employees, subject to the provisions of this MOU, have the opportunity to become members of the American Federation of State, County and Municipal Employees (AFSCME) Council 3, Local 2677 (the Union). Newly-hired Employees may become a member of the Union: (1) within 90 days of the County notifying the Union President and Staff Representative of the employee's start of employment and department; or (2) until the end of the County's first annual open enrollment period for benefits that first follows their date of hire, whichever is greater. Current employees may join the Union during the County's annual open enrollment period for benefits.

Any employee wishing to become a member of the Union shall execute the appropriate dues authorization enrollment card for a payroll deduction to the Union subject to the Resolution Adopting Procedures for Collective Bargaining enacted by the Board of County Commissioners

on February 9, 1999. Membership in the Union will continue until revoked in writing, to the Union and the County, by the member during the County's open enrollment period for benefits. If the revocation is received solely by the Union, then the Union is solely responsible for providing a copy of such written revocation to the Budget and Finance Department. If the revocation is received solely by the County, then the County is solely responsible for providing a copy of such written revocation to the Union President and Union Staff Representative.

Regardless of when such written revocation is received by the Budget and Finance Department, the dues deduction will not be discontinued until the first full pay period after the termination of the open enrollment period.

ARTICLE 3 - DEDUCTION OF UNION DUES

Section 3.1 Authorization for Deductions. Employees who wish to become members of the Union and be afforded the negotiated rights in the MOU, must properly execute a Union Membership Card/Payroll Deduction Authorization Card. After receiving a properly executed Payroll Deduction Authorization Card, the County agrees to withhold from the employee's paycheck each pay period the regular Union dues in the amount certified to the County by the Union. Deductions shall be made by electronic fund transfer to the account authorized by the Comptroller of AFSCME Council 3 no later than the 15th day after the 1st day of the succeeding month. The Union will notify the County at least thirty (30) days prior to any change in such dues. A Union membership list and bargaining unit list shall be remitted monthly by email to AFSCME Council 3 in Excel format.

The County will provide the Union with a list of any members who (1) join the Union and authorize membership dues deduction from their paycheck or (2) who revoke authorization for payroll deduction and Union membership. The County also agrees to furnish a list of all employees

in bargaining unit positions, who are not members, seven (7) days prior to the start of the open enrollment period.

ARTICLE 4 - GRIEVANCES AND ARBITRATION

Section 4.1. Definition. A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this MOU and concerning those employees subject hereto. No grievance or its settlement shall expand or modify this MOU. Grievances must be presented within fourteen (14) calendar days after 1) the date of their occurrence or 2) the earlier of the date on which the condition causing the grievance becomes known or should have been known, or they will not be considered. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and employee morale.

Section 4.2. Grievance Procedure. Grievances or disputes that may arise between the parties shall be settled in the following manner:

Step 1: The Union representative, with the complaining employee, shall discuss the grievance or dispute with the immediate supervisor. Upon mutual agreement of the County and the Union, the grievance may be filed at Step 1 with a County employee who has been identified by the immediate supervisor as being in a position to adjust the matter within the time period in section 4.1. Otherwise, the immediate supervisor shall attempt to adjust the matter within the supervisor's scope of authority and shall respond to the Union representative within fourteen (14) calendar days after such discussion. For the purpose of this Section, "immediate supervisor" shall mean the employee's immediate supervisor, as set forth in the employee's current job description.

Step 2: If, after a thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the Union representative and the President or designee of the Local

Union and the complaining employee shall, after written appeal to the respective Department Head (the Director of Transit, the Deputy Director of Solid Waste, the Deputy Director of Operations for Water Quality, the Director of Highways, the Director of Emergency Communications) or their successors, designees or holders of comparable positions (collectively, the "Department Heads"), discuss the grievance with the Department Head within fourteen (14) calendar days after such appeal is received. The Department Head shall respond in writing within ten (10) calendar days after such discussion. The employee's notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation giving rise to the grievance.

Step 3: If, after a thorough discussion with the appropriate Department Head, the grievance has not been satisfactorily resolved, the Union representative, the complaining employee, the President or designee of the Local Union and the Union Council Representative, shall, after written appeal to the County filed with the Human Resources Director, discuss the grievance with a panel composed of the designated representatives of the County (which may include, among others, a County Commissioner, the County Administrator, the County Attorney, and the Human Resources Director) within fourteen (14) calendar days after the receipt of such written appeal. The panel of designated representatives of the County shall deliver its decision in writing within fourteen (14) calendar days after such discussion. Said response shall include a reasonable basis for the decision but shall not be admissible in an arbitration or other proceeding.

Step 4: Any grievance of an employee concerning the interpretation of an express provision or provisions of this MOU that has been properly processed through the Grievance Procedure as set forth herein and has not been settled at the conclusion of Step 3, may be appealed to binding arbitration by the Union by serving a written notice of appeal with the County Attorney, together with a written statement of the specific provision or provisions of the MOU at issue. If,

however, the grievance is not appealed to arbitration as provided in this Section within thirty (30) calendar days after the County's answer at Step 3 of said Grievance Procedure, it shall be considered settled in accordance with the County's written decision, which shall be final and binding upon the aggrieved employee or employees and the Union.

The County and the Union shall select an impartial arbitrator. If they are unable to agree upon a choice within ten (10) calendar days thereafter, they shall jointly request the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) qualified and impartial arbitrators, one of whom may be designated by the County and Union representatives within ten (10) calendar days after receipt of said list, to act as arbitrator of said grievance. Selection shall be made by the County and the Union representative alternately striking any names from the list until only one name remains. The Union will strike the first name followed by the County. The final name remaining shall be the arbitrator of the grievance. The jurisdiction and authority of the arbitrator of the grievance and the opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the Union and the County. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the MOU. The award in writing of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this MOU shall be final and binding on the aggrieved employee or employees, the Union and the County, provided that the award does not conflict with any of the provisions of this Article. The Union and the County shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted. The Union representatives, Union president or designee, the grievant(s), and witnesses, shall be permitted to attend the arbitration proceeding without loss of pay. The arbitration and calling of

witnesses, however, shall be scheduled to minimize the disruption of County operations and minimize the time witnesses are away from work.

The Steps set forth in this Grievance and Arbitration Procedure may be waived by mutual agreement in writing of the employee, the Union and the County.

Section 4.3. Limitations on Grievance. There shall be no grievance as to any matter arising out of work rules, discipline, discharge, contracting, subcontracting, or any other non-mandatory subject of bargaining as set forth in the Resolution Adopting Procedures for Collective Bargaining. The Circuit Court of Washington County, Maryland will resolve issues by arbitration.

Section 4.4. Time Limits. Should the County fail to respond to any grievance within the times set forth for each respective step in the procedure set forth in Section 2 above, the affected employee shall be entitled to proceed to the next step in the grievance procedure. Time limits set forth in this procedure may be waived or extended by mutual agreement in writing by the employee, the Union and the County.

ARTICLE 5 - UNION STEWARDS AND UNION REPRESENTATIVES

Section 5.1. Union Officials. The County recognizes and shall deal with all of the accredited Union Stewards, Alternate Stewards, and the Union President in all matters relating to grievances and interpretation of this MOU.

Section 5.2. Notification of Union Stewards. A written list of the Union Stewards (such lists to outline the area to be represented by stewards) shall be furnished to the County immediately after their designation and the Union shall notify the County promptly of any changes of such Union Stewards, otherwise the County need not recognize them.

Section 5.3. Investigation of Grievances. Union Stewards and the Union President shall be granted reasonable time off during working hours to investigate and settle grievances, upon

advance notice to the appropriate Department Head through their immediate supervisor, without loss of pay. Such time shall be arranged in a manner that causes the least disruption of, or interference with the operations of the County, its employees and supervisory personnel.

Section 5.4. Allocation of Shop Stewards. One (1) Shop Steward shall be designated for each Shop District within the Highway Department, one (1) Steward for Solid Waste, one (1) Steward for Emergency Communications, one (1) Steward for Transit, one (1) Steward for Water Quality Collection, and one (1) Steward for Water Quality Maintenance. For the purposes of this Article 5, a "Shop Steward" is the same as a "Union Steward."

Section 5.5. Email Access. Email access will be provided to all principal officers of the Union at their work location. It is understood that email will be accessed before or after working hours during breaks or at lunchtime.

Section 5.6. Notifications. The Union will be notified of all new hires, transfers and upgrades within Union represented employees.

ARTICLE 6 - UNION LEAVE

Section 6.1. Union Leave of Absence. Upon prior application in writing, leave of absence shall be granted to an employee or employees selected by the Union to attend and serve as delegates to conventions, organization conferences and training related to their Union. For those departments working shift work, a minimum of 48 hours' advance notice is required to be granted union leave.

The County shall provide a total of 120 cumulative paid leave hours per year to the employees selected by the Union, who shall have the right to carry over eighty (80) unused paid leave hours to the next year provided, however, that the accumulation of paid leave shall not exceed 160 hours in any given year. In addition, the County shall grant a total of 40 cumulative unpaid

hours per year to the employees selected by the Union. Any leave entitlement under this section shall be conditioned upon and subject to a determination by the County that such leave does not disrupt, interfere, or impair the efficiency of the operations of the County.

ARTICLE 7 - GENERAL PROVISIONS

Section 7.1. Pledge Against Discrimination and Coercion. The provisions of this MOU shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the MOU. All references to employees in this MOU designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or any County Representative against any employee because of Union membership or because of any employee activity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees subject to the terms of this MOU without discrimination, interference, restraint or coercion.

Section 7.2. Union Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work section to be used by the Union, but not to exceed a total of seven (7) such boards. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 8 - SENIORITY

Section 8.1a. Definition (Highways). Seniority for Highway Department employees means an employee's length of continuous service with the Highway Department since his last date of hire. For the purpose of computing benefits, the date of hire with the County shall be used.

Section 8.1b. Definition (Solid Waste). Seniority for Solid Waste employees means an employee's length of continuous service with the Solid Waste Department since his last date of hire. For the purpose of computing benefits, the date of hire with the County shall be used.

Section 8.1c. Definition (Transit). Seniority for Transit Department employees means an employee's length of continuous full-time service with the Transit Department, beginning July 1, 1994. For the purpose of computing benefits, the date of hire with the County shall be used.

Section 8.1d. Definition (Emergency Communications). Seniority for Emergency Communications employees means an employee's length of full-time continuous service with the Emergency Communications Center since his last date of hire. For purposes of computing benefits, the date of hire with the County shall be used.

Section 8.1e. Definition (Water Quality Collection and Maintenance). Seniority for Water Quality Collection and Maintenance employees means an employee's length of continuous service with the Water Quality Collection and Maintenance Department since the employee's last date of hire. For purposes of computing benefits, the date of hire with the County shall be used.

Section 8.2. Probation Period. New employees, if satisfactory, shall be added to the seniority list thirty (30) working days after hire date and shall be on probation for ninety (90) working days after their date of hire.

Section 8.3. Seniority Lists. Every six (6) months the County shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

Section 8.4. Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 8.5. Super Seniority. Employees serving as President, Chief Shop Steward and Steward shall receive "super seniority" status with regard to layoffs during their respective term of office.

ARTICLE 9 - PERSONAL DAYS

Section 9.1. Eligibility. Effective January 1, 2024, all employees covered by this MOU are entitled to sixty (60) hours of personal leave per calendar year. Thirty (30) hours will be granted on January 1 of each contract year. Employees hired in March and April will receive twenty (20) hours and May and June will receive ten (10) hours. Thirty (30) hours will be granted on July 1 of each contract year. Employees hired in September and October will receive twenty (20) hours and November and December will receive ten (10) hours. Personal time can be taken in 1-hour increments within the current calendar year. Personal time cannot be carried over from one calendar year to the next.

ARTICLE 10 - BEREAVEMENT LEAVE

Section 10.1. Bereavement Benefit. Leave of absence for the death of a member of the immediate family of any employee will be granted for a period of up to 24 hours within one (1) week after death occurs and shall be without loss of pay. Alternatively, and in lieu of receiving

bereavement leave within one (1) week of the death, in circumstances where the service may be delayed due to reasons outside of the Employee's control, upon written request to the Director of Human Resources, up to 24 hours of Bereavement Leave may be used on or consecutive to the date of service. "Immediate family" shall include father, stepfather, mother, stepmother, wife, husband, daughter, son, stepchild, sister, brother, stepsibling, mother-in-law, father-in-law, grandparent and grandchild and foster parent or foster child as recognized by law, or close relative living in the household of the employee. An employee also has the option, under this Article, to use any other leave available (24 hour maximum) in addition to the amounts provided for above. In the event sick leave is used for additional bereavement leave purposes pursuant to this Article, the use of such sick leave will not be counted against an employee's sick leave bonus as referenced in Article 18 of this MOU.

ARTICLE 11 - OVERTIME

Section 11.1. Overtime Pay - Highway and Solid Waste Departments. Highway and Solid Waste employees shall be paid time and one-half (1 ½) the employee's hourly rate of pay for work under any of the following conditions:

- (a) All work performed in excess of eight (8) hours per day in any workday, except Highway Department employees on a ten (10) hour workday pursuant to Section 12.2;
- (b) All work performed in excess of forty (40) hours in any workweek;
- (c) All work performed before or after any scheduled work shift;
- (d) All work performed on Saturday shall be at one and one-half times the regular rate of pay;
- (e) Double time shall be paid for all work on Sunday;

- (f) No employee shall be required to work more than sixteen (16) consecutive hours;
- (g) There shall be no overtime on overtime (pyramiding of overtime).

Section 11.2. Overtime Pay - Transit Employees. Transit employees shall be paid time and one-half (1 ½) the employee's hourly rate of pay for all hours worked in excess of eight (8) hours and for work on Saturday providing that the employee has already exceeded the normal forty (40) hour work week and double time shall be paid for all work on Sunday, providing the employee has already exceeded the normal forty (40) hour work week.

Section 11.3. Overtime Pay – Emergency Communications Employees. Emergency Communications employees working a twelve (12) hour shift shall be paid time and one-half (1 ½) the employee's hourly rate of pay for all hours worked in excess of twelve (12) hours per day.

It is understood that Emergency Communications Employees working a twelve (12) hour shift schedule will be working thirty-six (36) hours one week and forty-eight (48) hours the other during a two-week period. Unless mandated to work additional hours, the first four (4) hours worked during the thirty-six (36) hour week will be paid a straight time.

Section 11.4. Overtime Pay - Water Quality Collection and Maintenance. Water Quality Collection and Maintenance employees shall be paid time and one-half (1 ½) the employee's hourly rate for all work in excess of forty (40) hours in any work week. In the event of a declared emergency, all hours worked beyond the employee's scheduled shift shall be paid at the rate of time and one-half (1 ½) the employee's hourly rate. In the event that an employee is called back due to an emergency, all work shall be paid at the rate of time and one-half (1 ½) the employee's hourly rate. Pyramiding of pay is not permitted.

Section 11.5. Equal Distribution of Overtime. Overtime work shall be distributed equally to Highway Department employees working within the same classification in each district.

Overtime shall be distributed equally to the Solid Waste Department employees within the same classification. Overtime work shall be distributed equally to Transportation, Emergency Communications, and Water Quality Collection and Maintenance employees working within the same classification to the extent practical. The distribution of overtime shall be equalized over a six (6) month period beginning on the first day of the calendar month following the effective date of this MOU or on the first day of any calendar month this MOU becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his or her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his or her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be posted to the department bulletin board quarterly. It is the offer to an employee of overtime work, rather than the employee actually engaging in overtime work, which shall be considered by the County when implementing equal distribution of overtime work. The County will not require an employee to work in excess of sixteen (16) consecutive hours without the employee's permission.

Section 11.6. Overtime. Overtime work shall be voluntary except in an emergency situation. For the Highway Department and Solid Waste Department employees, an "emergency situation" is defined as one which requires immediate attention by County personnel, and which creates a hazardous condition for the public, including but not limited to snow removal, flood or storm damage. An "emergency situation" for Transit employees is defined as one that requires the immediate participation by County personnel in the provision of transit service. An "emergency situation" for Emergency Communications personnel is defined as an ongoing emergency situation

that may affect public safety or a condition that requires the immediate participation by Emergency Communications personnel in the provision of emergency dispatch services. Emergency situation determinations will be made by the respective Division Director or Department Head. There shall be no discrimination against any employee who declines to work overtime in non-emergency situations, except with respect to Section 11.5 and the equal distribution of overtime work. The County shall make a reasonable effort to solicit qualified volunteers on site before requiring an employee to work overtime.

ARTICLE 12 - HOURS OF WORK AND WAGES

Section 12.1. Regular Hours. The regular hours of work each day shall be consecutive, except as necessary to satisfy route-scheduling needs of the County with respect to bus drivers.

Section 12.2. Work Week - Highway and Solid Waste Departments. The workweek shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive, except for employees in "task" assignments. The workweek for Solid Waste Department employees shall consist of six (6) consecutive eight (8) hour days, Monday to Saturday, inclusive.

Beginning the first full pay period that includes April 1st and ending the last full pay period that includes October 31st, the Highway Department work week shall consist of four (4) ten (10) hour days, Monday through Thursday, inclusive. The hours of work on this schedule shall be 6:00 a.m. to 4:00 p.m. For all other times throughout the year, the workweek shall be Monday through Friday, inclusive. The workday shall be eight (8) consecutive hours from 7:00 a.m. to 3:00 p.m.

Work schedules for Solid Waste Department employees shall be arranged on a two (2) month basis so that each employee will have the option of having three (3) Saturdays off per month subject to the availability of adequate staffing as determined by the County. No pay shall be received for the Saturday off. Regardless of Seniority, an employee who requests paid leave for a

Saturday will be given preference over an employee requesting unpaid leave. Once the employee exercises his or her option to take off a particular Saturday, the employee must take off that Saturday unless a trade is arranged with another employee and approved in advance by the County.

The number of employees granted a No Pay Saturday shall be as follows:

Two (2) Operators

One (1) Mechanic

One (1) Weigh Clerk

Saturdays after a scheduled Friday holiday or before a scheduled Monday holiday are not eligible for a No Pay Saturday. The schedule for No Pays will be offered to employees on a rotating basis, not based on Seniority.

Section 12.3. Work Week - Transit and Emergency Communications Departments.

The County will make a reasonable effort to schedule all full-time Transit Department employees in the bargaining unit for a forty (40) hour workweek. The County will schedule all full-time Emergency Communications Center employees in the bargaining unit for a forty-two (42) hour workweek.

Emergency Communications Employees working a twelve (12) hour shift schedule will be scheduled to work eighty-four (84) hours in a two-week period. The employee will work thirty-six (36) hours one week and forty-eight (48) hours the other during a two (2) week period. Employees working a twenty-four (24) hour shift schedule will be scheduled to work a standard schedule of a minimum of seventy-two (72) hours in a pay period and a maximum of ninety-six (96) hours in a pay period.

Section 12.4. Hours Worked - Transit Department. All hourly employees will be compensated for all hours worked. As a general rule, the term "Hours worked" includes:

A. All time which an employee is required to be on duty or to be on the County premises or at a prescribed workplace.

B. Scheduled waiting time (stand-by or layover) when the employee has not been completely relieved from duty on behalf of the County. A break in time (holdover) of two (2) hours or less between two assignments or pieces of work will be considered as work time.

C. Travel time when an employee is relieved at a point other than his or her starting point and is required to return to starting point.

D. The hours for the Transit Department shop shall be eight (8) consecutive hours Monday through Saturday, inclusive, with the regular workweek not to exceed forty (40) hours per week.

Section 12.5. Workday. Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular workday, except for ten (10) consecutive hours of work for Highway employees as noted in Section 12.2, twelve (12) or twenty-four (24) consecutive hours of work for Emergency Communications Employees working a twelve (12) or twenty-four (24) hour schedules as noted in Section 12.3, and the scheduling of drivers and dispatchers as noted in Section 12.4.

Section 12.6. Work Shift. Eight (8) consecutive hours of work shall constitute a work shift except as otherwise provided for by this MOU. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. A Water Quality Collection and Maintenance employee who is scheduled to work after his/her scheduled working hours for fill-in purposes shall receive a night shift differential for second (2nd) shift in percentages determined by County policy.

Section 12.7. Work Schedule - Highway and Solid Waste Department. Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, departmental work schedules shall not be changed unless the Union and the County mutually agree upon the changes.

During emergency operations, and notwithstanding any language to the contrary in Section 12.2 of this MOU, Highway Department employees conducting emergency operations shall be required to work 12-hour shifts at the sole discretion of the County. Highway Department employees conducting emergency operations during these 12-hour shifts initiated at the sole discretion of the County shall be compensated at their regular rate of pay for the first 8 hours of their 12-hour shift and shall be compensated at a rate of double time for the remaining 4 hours of the shift. To the extent that Section 11.1 of this MOU would in any particular instance provide for a greater rate of pay for Highway Department employees conducting emergency operations, Section 11.1 and not this Section of this MOU shall govern the rate of pay for such employees.

Section 12.8. Work Schedule - Transit Department. The County will make a reasonable effort to schedule a workweek as consecutive days.

Section 12.9. Work Schedule - Emergency Communications Center.

Emergency Communications employees working a twelve (12) hour shift schedule(s) will be scheduled to work eighty-four (84) hours in a two-week period. The employee will work thirty-six (36) hours one week and forty-eight (48) hours the other with rotating days off. Emergency Communications employees working a twenty-four (24) hour shift schedule will be scheduled to work a standard schedule of a minimum of seventy-two (72) hours in a pay period and a maximum of ninety-six (96) hours in a pay period. Work schedules showing the employee's shift, workdays and hours shall be determined and posted monthly. Except for emergency situations, departmental

work schedules shall not be changed. There will be no shift swapping between employees unless advance prior approval is received from the Department Head.

Section 12.10. Wages. The regular rate of pay per hour for each job classification shall be as provided in the attached compensation schedule, which is attached hereto as Exhibit A and made a part of this MOU. Employees shall receive any increases adopted by the County applicable to their positions in the County Classification Schedule as part of the County's classification and compensation plan during the term of this MOU.

Section 12.11. Overtime for Call-Outs. When an employee is called in to work before or more than 2 hours after their regularly scheduled hours, they shall be compensated at the minimum of two (2) hours at the pay rate of one and one-half (1½) or two (2) times their current hourly wage, depending on the day. On an unscheduled day, a call-out shall be paid at a minimum of two (2) hours as outlined in Article 11, Section 11.5.

Water Quality Collections employees shall be paid an additional \$20 for each weekday and \$40 for each weekend day or Holiday designated in Article 24 that they are required to be on-call. For purposes of this Agreement, “on-call” means an employee is required by management to be available for immediate response to work during hours they are otherwise not scheduled to work.

ARTICLE 13 - SAFETY AND HEALTH

Section 13.1. Safe Working Conditions. The County and the Union shall cooperate in the enforcement of safety. Should an employee feel that his or her work requires him or her to be in unsafe or unhealthy situations, the Department Head or designee shall consider the matter immediately. If the matter is not adjusted satisfactorily, the matter will be processed according to the grievance procedure but will not delay the implementation of the County's decision, provided the County has made reasonable efforts to resolve the employee's concerns.

Section 13.2. Preventive Maintenance. The County agrees to establish a system for the early detection of potential mechanical failure of equipment for the purpose of preventive maintenance. All employees shall abide by established safety rules and procedures.

Section 13.3. Snow Removal. There shall be one (1) person in a truck during snow removal operations, as well as snow clean-up/plow back operations.

Section 13.4. Contagious Diseases. All Solid Waste employees, as well as other employees, exposed to potentially contagious diseases, shall receive the appropriate preventive immunization annually or as prescribed by law or regulation.

Section 13.5. Air Quality Testing. The County will conduct annual air quality test in the Fire & Rescue Communications Center, at no cost to the employees, and will provide the results within ten (10) working days of the test.

Section 13.6. Hearing Examinations. The County will conduct mandatory hearing tests on an annual basis for all Emergency Communications personnel, at no cost to the employees, and will provide the individual results to each employee within ten (10) working days of the test.

Section 13.7. Protective Clothing and Equipment. The County agrees to furnish such personal protective clothing and equipment as may be required by law, in addition to any other clothing or equipment that the County, in its discretion, deems necessary and appropriate, or as otherwise contained in this MOU.

Section 13.8. Uniforms. The County agrees to furnish the following:

- (1) Adequate rain gear and gloves to all employees required to work outside in adverse weather conditions when necessary;
- (2) All employees shall be provided with uniforms;

(3) All tools and equipment shall be provided as deemed necessary by the County to Highway, Solid Waste Department, Water Quality, Maintenance and Collections, Emergency Communications Center and Transit personnel only;

(4) The following uniforms will be provided by the County every two (2) weeks:

A. HIGHWAYS: (MEO II and III, Sign Shop and Laborers)

- Eleven (11) pairs of pants (Jeans, Cargo or Utility) and fourteen (14) shirts

B. HIGHWAYS: (Auto Services Specialist, Painter and Welder)

- Eleven (11) pairs of pants (Jeans, Cargo or Utility), eleven (11) shirts, and two (2) coveralls

C. SOLID WASTE:

- Thirteen (13) pairs of pants (Jeans, Cargo or Utility), thirteen (13) shirts, and two (2) coveralls

D. TRANSIT: (Bus/Van operators)

- Five (5) pairs of pants (Jeans, Cargo or Utility) and five (5) shirts

E. TRANSIT: (Mechanics)

- Eleven (11) pairs of pants, eleven (11) shirts, and two (2) jackets

F. WATER QUALITY: (Maintenance and Collections)

- Eleven (11) pairs of pants (Jeans, Cargo or Utility), eleven (11) shirts, two (2) jackets, and two (2) coveralls.

The County will make every effort to secure a uniform provider who offers blue jean, cargo and light weight style pants to employees.

The following uniforms will be provided by the County every twenty-four (24) months:

A. HIGHWAYS:

- One (1) fluorescent green winter coat

B. SOLID WASTE:

- One (1) fluorescent green winter coat in place of the annual provision of “bib” overalls

C. TRANSIT: (Mechanics)

- One (1) fluorescent green winter coat

D. WATER QUALITY: (Maintenance and Collections)

- One (1) fluorescent green winter coat.

Ten (10) fluorescent green tee shirts, with the county design, will be offered, in addition to the rental shirts, to Highways, Solid Waste and Water Quality (Maintenance and Collections).

Five (5) black tee shirts, with the county design, will be offered, in addition to the rental shirts, to Transit mechanics.

(5) Emergency Communications employees will be provided uniforms in accordance with current Emergency Communications policy (budget permitting);

(6) In all previous items 1 through 5, all glove and clothing articles listed must be returned to the County prior to issue of new articles in exchange;

(7) The County will reimburse employees up to \$125 each fiscal year for the purchase of County-approved work boots. Transit Drivers may purchase shoes that comply with Department policy instead of work boots and be reimbursed up to \$125. The Department Manager may authorize boot replacements more frequently than once per fiscal year given extenuating circumstances;

(8) Employees who request County-provided uniforms, as listed in section 4 above, are required to wear said uniform while working.

Section 13.9. Training Courses. The County will provide employees, at no cost to the employee, the opportunity to attend required training courses that are job related and are required to maintain State certifications or employment requirements, all as determined solely by the County.

ARTICLE 14 - SAVINGS CLAUSE

Section 14.1. Invalid, Unlawful, Unenforceable Provisions. In the event any Article, Section or portion of this MOU should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the Court's decision; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof, pursuant to such Court decision to the extent possible.

ARTICLE 15 - MEAL PERIODS

Section 15.1. Lunch Period. Highway Department, Solid Waste Department, Water Quality (Collections and Maintenance) and Transit Shop and Driver employees shall be granted a thirty (30) minute lunch period with pay as part of the regular workday. For Transit Drivers, the paid lunch period will range between thirty (30) and sixty (60) minutes, depending upon the route and as determined by management. Emergency Communications Center employees will be allowed to take lunch away from the work area; however, they may not leave the Emergency Communications Center Complex. Employees in the Emergency Communications Center who are scheduled to work a twelve (12) hour shift shall be granted one thirty (30) minute paid lunch period per shift. Employees in the Emergency Communications Center who are scheduled to work

a twenty-four (24) hour shift shall be granted two thirty (30) minute paid lunch period per shift. The Director of Emergency Communications retains the right to cancel a lunch period due to operational needs.

Section 15.2. County-Provided Meals. The County shall furnish a meal to any employee who is requested to and does actually work two (2) hours prior to or beyond his or her regularly scheduled shift and two (2) hours after call out. If an employee is held over for more than two (2) hours after the scheduled end of their shift, they shall be furnished a meal every four (4) hours thereafter. Additionally, employees who are called in early to perform duties related to a severe weather event (i.e., snow, flood, tornado, etc.) or an emergency declared by a County Department Head (i.e., water main break, train derailment, etc.) and are unable to return home prior to the start of their regularly scheduled start time shall be furnished a meal every four (4) hours while engaged in such duties. In the event the County is unable to furnish meals, the employees shall be granted time to eat, not to exceed thirty (30) minutes on the clock. The thirty (30) minutes on the clock will be granted only if the employee is working for over two (2) hours after the regularly scheduled shift, and only after working over four (4) hour increments thereafter. The County shall compensate the employee for the cost of the meal at a rate of \$15.00 per meal. This section shall not apply to employees working in the Emergency Communications Center.

ARTICLE 16 - MILITARY LEAVE

Section 16.1. Pay Benefits for Military Leave. Military leave will be granted to employees who perform duty, voluntarily or involuntarily, in the uniformed services as outlined in the Uniformed Services Employment and Reemployment Rights Act (USERRA). Compensation and benefits will be afforded to the employee as outlined in County Policy PR-9, County Employees as Reservists or Active Duty Military Personnel.

ARTICLE 17 - SICK LEAVE BONUS

Section 17.1. Sick Leave Bonus. In an effort to reward those employees who sparingly use their sick leave, the County will, at the end of every fiscal year, pay employees for up to three (3) days of pay not to exceed \$90.00 per day* during the term of this MOU under the following conditions.

If any employee goes through the twelve (12) month period of the fiscal payroll year (from the first pay end of the fiscal payroll year to the last pay end of the fiscal payroll year) without using any sick leave, the County will pay a three (3) day bonus to that employee, not to exceed a maximum payment of \$90.00 per day during each year of this MOU. If an employee uses one (1) day sick leave, that employee will receive a two (2) day bonus, not to exceed the daily maximum, and if the employee uses two (2) days sick leave, that employee will receive a one (1) day bonus, not to exceed the daily maximum. Use of three (3) days sick leave or more during any fiscal year will warrant no sick leave bonus.

*An employee using no sick leave for three and four consecutive years will receive a four (4) day bonus, not to exceed a maximum payment of \$90.00 per day during the term of this MOU. An employee using no sick leave for five (5) or more consecutive years will receive a five (5) day bonus not to exceed a maximum payment of \$90.00 per day during the term of this MOU.

If an employee uses sick leave due to a work-related injury/illness or must visit a physician at the direction of the County due to a past work-related injury/illness, the time used will not adversely affect the sick leave bonus described in this Article. Furthermore, sick leave used for bereavement purposes, as referenced in Article 10 (24 hours maximum) will not adversely affect sick leave bonus described in this Article. Any employee that receives a bonus at the end of the fiscal year will not be subject to any applicable deduction from the accumulated sick leave totals.

All new employees hired during the course of the fiscal year will receive sick leave buy-back benefits on a pro-rated basis. The County will calculate the benefit due to the new employee by using only the specific period of time that the employee could have actually used sick leave. For example, a new employee hired effective October 1, would have nine (9) full months of county service as of July 1 of the following year. However, during the first three (3) months of the individual's employment, sick leave benefits were not available. Therefore, the individual would not receive nine-twelfths (9/12) of the total benefit but would instead receive six-twelfths (6/12) of the benefit due. $6/12 \times 3$ days (assuming no sick leave used) equals $1\frac{1}{2}$ days of pay due, not to exceed \$90.00 per day during the term of this MOU.

ARTICLE 18 - RETIREMENT COMMITTEE

Section 18.1. A committee of eight (8) persons minimum, four (4) of whom shall be designated by the Union, will meet once annually during the term of this MOU to review the County's Retirement Plan and make recommendations to the County with regard thereto.

ARTICLE 19 - SCOPE

Section 19.1. The parties acknowledge and agree that during the negotiations that resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any mandatory subject or matter included by law within the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU. This MOU expressly supersedes any practices, understandings, and agreements not specifically provided for and incorporated in this MOU. Therefore, the County and the Union, for the life of this MOU, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to

or covered in this MOU, whether or not such matters have been discussed, and even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this MOU. This MOU thus contains the entire understanding, undertaking, and agreement of the parties to it and finally determines and settles all matters of collective bargaining for and during its term. Changes in this MOU, whether by additions, waivers, deletion, amendments, or modification, must be mutually agreed upon in a writing signed by both parties.

ARTICLE 20 - WAGES

Section 20.1. During the term of this MOU, wages of employees covered by this MOU will increase as set forth in Section 20.2. In this respect, employees covered by this MOU who are not fully meeting expectations under the County performance management systems then in place shall not be entitled to the wage increases set forth in this section. Such employees may receive lesser increases or none at all at the discretion of the County under the classification, compensation and all performance management systems then in place.

Section 20.2. Wages for FY2024 will be adjusted in accordance with the Wage Scale attached as Exhibit B effective July 8, 2023.

Bargaining unit employees shall receive a cost-of-living adjustment (“COLA”) in FY 2025 and FY2026 if other County employees (exclusive of employees in the Washington County Sheriff’s Office) receive a COLA. In the event that other County employees receive a COLA in FY2025 and/or FY2026, employees covered by this Agreement shall receive an equivalent COLA at the same time that other County employees receive their COLA.

Bargaining unit employees who are eligible to receive a step increase shall receive a step increase in FY2025 and FY2026 if other County employees (exclusive of employees in the

Washington County Sheriff's Office) receive a step increase in FY2025 and/or FY2026. In the event that other County employees receive a step increase in FY2025 and/or FY2026, employees covered by this Agreement shall receive an equivalent step increase.

New employees hired into bargaining unit positions shall be hired at the Step 1 rate, except when the employee's prior experience or rate of pay require that they start at a higher step. No employee may be hired at a rate higher than Step 1 without the prior approval of the Director of Human Resources. When a bargaining unit employee advances one grade, the employee will not move to a lower step on the pay scale.

Section 20.3. Wage Schedule. The County's current wage schedule will be provided in Exhibit A as called for in Article 12, Section 12.10.

ARTICLE 21 - TELEPHONE ACCESS

Section 21.1. Emergency Communications employees will have access to a telephone that is not recorded for the purpose of making local calls only.

ARTICLE 22 - POSTING OF JOB OPENINGS INTERNALLY

Section 22.1. Consistent with the terms of the March 10, 2021 letter attached as Exhibit C, job openings within the bargaining unit will be posted or advertised internally within County Government at the same time they are advertised outside of County government. Current employees who meet the qualifications of the position and have demonstrated they can perform said job, will be given preference over external candidates. The County retains the right to hire the internal or external applicant who it considers to be the most qualified candidate for the job.

ARTICLE 23 - VACATION

Section 23.1 The amount of paid vacation time to which each bargaining unit employee is entitled to each year depends on the employee's length of service with the County. Each

employee should consult with his/her supervisor each year concerning the time that employee's vacation will be scheduled. Every effort will be made to accommodate the request of an individual employee. The needs of the County and the balancing of work schedules, however, take precedence over any vacation request. If a department head cannot accommodate all employees when two or more employees request overlapping vacations, the requests will be granted on the basis of seniority. Vacation is a benefit given to you by the County and may be denied should the situation warrant.

As a rule, additional monetary payment will not be given in lieu of vacation, which is not taken. Although an employee's vacation time allowed will begin to accrue during his/her first month of employment, any employee may not take vacation until six months of employment has been completed. Employees who terminate prior to the completion of six months of employment are not entitled to vacation pay; after an employee's first six months of employment, he/she will be eligible for vacation pay for unused vacation if he/she terminates.

Vacation carry-over will be on a calendar year basis, running from January 1 to December 31. Years of service for purposes of accrual of vacation are based on the actual time in County employment, computed from anniversary date. Earned vacation time will be accrued as follows, according to the anniversary date of service.

<u>Years of Service</u>	<u>Rate of Accrual Per Week Worked</u>	<u>Max. Carry Over at End of the Calendar year</u>
0 through 5	1.54 Hours	250 Hours
6 through 15	2.31 Hours	250 Hours
Over 15	3.08 Hours	250 Hours

Vacation is earned by actively being at work. Any employee that is absent from work for more than ninety (90) consecutive calendar days because of workers compensation leave will have his/her vacation accruals stopped and will not begin accruing vacation benefits until they return to work.

Employees on workers compensation will be permitted to carry up to 250 hours of vacation leave into the next calendar year and afforded the opportunity to use said leave when returning to active status.

ARTICLE 24 - HOLIDAYS

The following days shall be holidays with pay: New Year's Day, Martin Luther King's Birthday, Presidents Day, Good Friday, Memorial Day, Juneteenth, the 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. Pay for these holidays shall be referred to as Holiday Pay. The County Commissioners or County staff may grant additional holiday leave, in their sole discretion.

Employees who are required to work on any designated County Holiday will be compensated, at the rate of time and one half (1½), for all hours worked in addition to receiving the Holiday Pay. Alternatively, an Employee (other than Employees in the Emergency Communications Center) may elect to take a "floating holiday" in lieu of receiving Holiday Pay. The Employee may choose the date of the floating holiday, provided that they give their supervisor at least two (2) weeks advance notice of the request to take the day off and subject to the County's right to deny the request if it believes the Employee's absence will cause an operational disruption.

ARTICLE 25 - DURATION, CHANGE, OR AMENDMENT

Section 25.1. This MOU shall be effective as of July 1, 2023, and shall remain in full force and effect until June 30, 2026. This MOU supersedes and replaces all prior agreements between

the parties. This MOU shall be automatically renewed from year to year thereafter unless either party shall give the other party written notice of a desire to terminate, modify or amend this MOU. Such notice shall be given to the other party by registered or certified mail sixty (60) days prior to March 1 of the year involved.

Section 25.2. While in full force and until its effective date, this MOU shall have available a standard reopening clause should it become necessary to modify or amend specific items directly associated with the Department of Emergency Communications merger or reorganization.

EXHIBIT A

The Board of County Commissioners in December 2007 addressed wage concerns for the future by adopting the recommendation of the Salary Review Committee. The annual and hourly rates of pay for each classification are attached and made part of this MOU as called for in Article 12, Section 12.10

County Policy PR-18 and Policy PR-19, both revised in January 2008, further explain a merit increase based on performance. They further discuss the new Performance Evaluation System.

Briefly, the Commissioners beginning in July 2009 may propose a general wage increase of one step for all employees. They further may propose to add a Cost-of-Living Adjustment (COLA). Also, based on each employee's performance review, they may permit a bonus of up to \$1,000 for those rated Outstanding. This bonus will be paid in a separate check after July 1 and is subject to withholding. This bonus does not become part of the base wage.

Washington County Government
FY24 WCC Salary Scale (Union Negotiated) FINAL
7/8/2023

9/19/2023

GRADE	STEP																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	COLA																			
	Base	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
22	116,438	119,350	122,325	125,382	128,523	131,726	135,013	138,382	141,835	145,371	149,011	152,734	156,562	160,472	164,486	168,605	172,827	177,154	181,584	186,118
	55.98	57.38	58.81	60.28	61.79	63.33	64.91	66.53	68.19	69.89	71.64	73.43	75.27	77.15	79.08	81.06	83.09	85.17	87.30	89.48
21	107,786	110,490	113,256	116,085	118,997	121,971	125,029	128,149	131,352	134,638	138,008	141,461	144,997	148,616	152,339	156,146	160,056	164,050	168,147	172,349
	51.82	53.12	54.45	55.81	57.21	58.64	60.11	61.61	63.15	64.73	66.35	68.01	69.71	71.45	73.24	75.07	76.95	78.87	80.84	82.86
20	99,819	102,315	104,874	107,494	110,178	112,923	115,752	118,643	121,618	124,654	127,774	130,978	134,243	137,592	141,024	144,560	148,179	151,882	155,688	159,578
	47.99	49.19	50.42	51.68	52.97	54.29	55.65	57.04	58.47	59.93	61.43	62.97	64.54	66.15	67.80	69.50	71.24	73.02	74.85	76.72
19	92,435	94,744	97,115	99,549	102,045	104,603	107,224	109,907	112,653	115,461	118,352	121,306	124,342	127,442	130,624	133,890	137,238	140,670	144,186	147,784
	44.44	45.55	46.69	47.86	49.06	50.29	51.55	52.84	54.16	55.51	56.90	58.32	59.78	61.27	62.80	64.37	65.98	67.63	69.32	71.05
18	85,550	87,693	89,877	92,123	94,432	96,803	99,216	101,691	104,229	106,829	109,491	112,237	115,045	117,915	120,869	123,885	126,984	130,166	133,411	136,739
	41.13	42.16	43.21	44.29	45.40	46.54	47.70	48.89	50.11	51.36	52.64	53.96	55.31	56.69	58.11	59.56	61.05	62.58	64.14	65.74
17	79,227	81,203	83,242	85,322	87,464	89,648	91,894	94,182	96,533	98,946	101,421	103,958	106,558	109,221	111,946	114,754	117,624	120,557	123,573	126,672
	38.09	39.04	40.02	41.02	42.05	43.10	44.18	45.28	46.41	47.57	48.76	49.98	51.23	52.51	53.82	55.17	56.55	57.96	59.41	60.90
16	73,382	75,213	77,085	79,019	80,995	83,013	85,093	87,214	89,398	91,624	93,912	96,262	98,675	101,150	103,688	106,288	108,950	111,675	114,462	117,333
	35.28	36.16	37.06	37.99	38.94	39.91	40.91	41.93	42.98	44.05	45.15	46.28	47.44	48.63	49.85	51.10	52.38	53.69	55.03	56.41
15	67,954	69,659	71,406	73,195	75,026	76,898	78,811	80,787	82,805	84,885	87,006	89,190	91,416	93,704	96,054	98,446	100,901	103,418	105,997	108,638
	32.67	33.49	34.33	35.19	36.07	36.97	37.89	38.84	39.81	40.81	41.83	42.88	43.95	45.05	46.18	47.33	48.51	49.72	50.96	52.23
14	62,920	64,501	66,123	67,766	69,451	71,178	72,966	74,797	76,669	78,582	80,538	82,555	84,614	86,736	88,899	91,125	93,413	95,742	98,134	100,589
	30.25	31.01	31.79	32.58	33.39	34.22	35.08	35.96	36.86	37.78	38.72	39.69	40.68	41.70	42.74	43.81	44.91	46.03	47.18	48.36
13	58,261	59,717	61,214	62,754	64,314	65,915	67,558	69,243	70,970	72,738	74,547	76,419	78,333	80,288	82,306	84,365	86,466	88,629	90,854	93,122
	28.01	28.71	29.43	30.17	30.92	31.69	32.48	33.29	34.12	34.97	35.84	36.74	37.66	38.60	39.57	40.56	41.57	42.61	43.68	44.77
12	54,080	55,432	56,826	58,240	59,696	61,194	62,733	64,293	65,894	67,538	69,222	70,949	72,717	74,526	76,398	78,312	80,267	82,264	84,323	86,424
	26.00	26.65	27.32	28.00	28.70	29.42	30.16	30.91	31.68	32.47	33.28	34.11	34.96	35.83	36.73	37.65	38.59	39.55	40.54	41.55
11	50,544	51,813	53,102	54,434	55,786	57,179	58,614	60,070	61,568	63,107	64,688	66,310	67,974	69,680	71,427	73,216	75,046	76,918	78,832	80,808
	24.30	24.91	25.53	26.17	26.82	27.49	28.18	28.88	29.60	30.34	31.10	31.88	32.68	33.50	34.34	35.20	36.08	36.98	37.90	38.85
10	47,674	48,859	50,086	51,334	52,624	53,934	55,286	56,659	58,074	59,530	61,027	62,546	64,106	65,707	67,350	69,035	70,762	72,530	74,339	76,190
	22.92	23.49	24.08	24.68	25.30	25.93	26.58	27.24	27.92	28.62	29.34	30.07	30.82	31.59	32.38	33.19	34.02	34.87	35.74	36.63
9	44,990	46,114	47,258	48,443	49,650	50,898	52,166	53,477	54,808	56,181	57,595	59,030	60,507	62,026	63,586	65,166	66,789	68,453	70,158	71,906
	21.63	22.17	22.72	23.29	23.87	24.47	25.08	25.71	26.35	27.01	27.69	28.38	29.09	29.82	30.57	31.33	32.11	32.91	33.73	34.57
8	42,432	43,493	44,574	45,698	46,842	48,006	49,213	50,440	51,709	52,998	54,330	55,682	57,075	58,510	59,966	61,464	63,003	64,584	66,206	67,870
	20.40	20.91	21.43	21.97	22.52	23.08	23.66	24.25	24.86	25.48	26.12	26.77	27.44	28.13	28.83	29.55	30.29	31.05	31.83	32.63
7	40,040	41,038	42,058	43,118	44,200	45,302	46,426	47,590	48,776	50,003	51,251	52,541	53,851	55,203	56,576	57,990	59,446	60,923	62,442	64,002
	19.25	19.73	20.22	20.73	21.25	21.78	22.32	22.88	23.45	24.04	24.64	25.26	25.89	26.54	27.20	27.88	28.58	29.29	30.02	30.77
6	37,773	38,709	39,686	40,685	41,704	42,744	43,805	44,907	46,030	47,174	48,360	49,566	50,814	52,083	53,394	54,725	56,098	57,491	58,926	60,403
	18.16	18.61	19.08	19.56	20.05	20.55	21.06	21.59	22.13	22.68	23.25	23.83	24.43	25.04	25.67	26.31	26.97	27.64	28.33	29.04
5	35,963	36,858	37,773	38,709	39,686	40,685	41,704	42,744	43,805	44,907	46,030	47,174	48,360	49,566	50,814	52,083	53,394	54,725	56,098	57,491
	17.29	17.72	18.16	18.61	19.08	19.56	20.05	20.55	21.06	21.59	22.13	22.68	23.25	23.83	24.43	25.04	25.67	26.31	26.97	27.64
4	34,590	35,464	36,358	37,274	38,210	39,166	40,144	41,142	42,162	43,222	44,304	45,406	46,550	47,715	48,901	50,128	51,376	52,666	53,976	55,328
	16.63	17.05	17.48	17.92	18.37	18.83	19.30	19.78	20.27	20.78	21.30	21.83	22.38	22.94	23.51	24.10	24.70	25.32	25.95	26.60
3	33,259	34,091	34,944	35,818	36,712	37,627	38,563	39,520	40,518	41,538	42,578	43,638	44,720	45,843	46,987	48,152	49,358	50,586	51,854	53,144
	15.99	16.39	16.80	17.22	17.65	18.09	18.54	19.00	19.48	19.97	20.47	20.98	21.50	22.04	22.59	23.15	23.73	24.32	24.93	25.55
2	32,136	32,947	33,779	34,632	35,506	36,400	37,315	38,251	39,208	40,186	41,184	42,224	43,285	44,366	45,469	46,613	47,778	48,963	50,190	51,438
	15.45	15.84	16.24	16.65	17.07	17.50	17.94	18.39	18.85	19.32	19.80	20.30	20.81	21.33	21.86	22.41	22.97	23.54	24.13	24.73
1	31,200	31,990	32,781	33,592	34,424	35,277	36,150	37,045	37,981	38,938	39,915	40,914	41,933	42,973	44,054	45,157	46,280	47,445	48,630	49,837
	15.00	15.38	15.76	16.15	16.55	16.96	17.38	17.81	18.26	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96

GRADE	STEP																			
	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
	14																			
	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
22	190,778	195,541	200,429	205,442	210,579	215,842	221,229	226,762	232,440	238,243	244,192	250,307	256,568	262,974	269,547	276,286	283,192	290,264	297,523	304,970
	91.72	94.01	96.36	98.77	101.24	103.77	106.36	109.02	111.75	114.54	117.40	120.34	123.35	126.43	129.59	132.83	136.15	139.55	143.04	146.62
21	176,654	181,064	185,598	190,237	195,000	199,867	204,859	209,976	215,218	220,605	226,117	231,774	237,578	243,526	249,621	255,861	262,267	268,819	275,538	282,422
	84.93	87.05	89.23	91.46	93.75	96.09	98.49	100.95	103.47	106.06	108.71	111.43	114.22	117.08	120.01	123.01	126.09	129.24	132.47	135.78
20	163,571	167,669	171,870	176,176	180,586	185,099	189,717	194,459	199,326	204,318	209,435	214,677	220,043	225,534	231,171	236,954	242,882	248,955	255,174	261,560
	78.64	80.61	82.63	84.70	86.82	88.99	91.21	93.49	95.83	98.23	100.69	103.21	105.79	108.43	111.14	113.92	116.77	119.69	122.68	125.75
19	151,486	155,272	159,162	163,134	167,211	171,392	175,677	180,066	184,558	189,176	193,898	198,744	203,715	208,811	214,032	219,378	224,869	230,485	236,246	242,154
	72.83	74.65	76.52	78.43	80.39	82.40	84.46	86.57	88.73	90.95	93.22	95.55	97.94	100.39	102.90	105.47	108.11	110.81	113.58	116.42
18	140,150	143,645	147,243	150,925	154,690	158,558	162,531	166,587	170,747	175,011	179,379	183,872	188,469	193,190	198,016	202,966	208,042	213,242	218,566	224,037
	67.38	69.06	70.79	72.56	74.37	76.23	78.14	80.09	82.09	84.14	86.24	88.40	90.61	92.88	95.20	97.58	100.02	102.52	105.08	107.71
17	129,834	133,078	136,406	139,818	143,312	146,890	150,571	154,336	158,205	162,157	166,213	170,373	174,637	179,005	183,477	188,074	192,774	197,600	202,550	207,605
	62.42	63.98	65.58	67.22	68.90	70.62	72.39	74.20	76.06	77.96	79.91	81.91	83.96	86.06	88.21	90.42	92.68	95.00	97.38	99.81
16	120,266	123,282	126,360	129,522	132,766	136,094	139,506	143,000	146,578	150,238	154,003	157,851	161,803	165,838	169,978	174,221	178,568	183,040	187,616	192,317
	57.82	59.27	60.75	62.27	63.83	65.43	67.07	68.75	70.47	72.23	74.04	75.89	77.79	79.73	81.72	83.76	85.85	88.00	90.20	92.46
15	111,363	114,150	117,000	119,933	122,928	126,006	129,147	132,371	135,678	139,069	142,542	146,099	149,760	153,504	157,352	161,283	165,318	169,458	173,701	178,048
	53.54	54.88	56.25	57.66	59.10	60.58	62.09	63.64	65.23	66.86	68.53	70.24	72.00	73.80	75.65	77.54	79.48	81.47	83.51	85.60
14	103,106	105,685	108,326	111,030	113,797	116,646	119,558	122,554	125,611	128,752	131,976	135,283	138,674	142,147	145,704	149,344	153,088	156,915	160,846	164,861
	49.57	50.81	52.08	53.38	54.71	56.08	57.48	58.92	60.39	61.90	63.45	65.04	66.67	68.34	70.05	71.80	73.60	75.44	77.33	79.26
13	95,451	97,843	100,298	102,814	105,394	108,035	110,739	113,506	116,334	119,246	122,221	125,278	128,419	131,622	134,909	138,278	141,731	145,267	148,907	152,630
	45.89	47.04	48.22	49.43	50.67	51.94	53.24	54.57	55.93	57.33	58.76	60.23	61.74	63.28	64.86	66.48	68.14	69.84	71.59	73.38
12	88,587	90,792	93,059	95,389	97,781	100,235	102,731	105,290	107,931	110,635	113,402	116,230	119,142	122,117	125,174	128,294	131,498	134,784	138,154	141,606
	42.59	43.65	44.74	45.86	47.01	48.19	49.39	50.62	51.89	53.19	54.52	55.88	57.28	58.71	60.18	61.68	63.22	64.80	66.42	68.08
11	82,826	84,906	87,027	89,211	91,437	93,725	96,075	98,467	100,922	103,438	106,018	108,659	111,384	114,171	117,021	119,954	122,949	126,027	129,168	132,392
	39.82	40.82	41.84	42.89	43.96	45.06	46.19	47.34	48.52	49.73	50.97	52.24	53.55	54.89	56.26	57.67	59.11	60.59	62.10	63.65
10	78,104	80,059	82,056	84,115	86,216	88,379	90,584	92,851	95,181	97,552	99,986	102,482	105,040	107,661	110,344	113,110	115,939	118,830	121,805	124,842
	37.55	38.49	39.45	40.44	41.45	42.49	43.55	44.64	45.76	46.90	48.07	49.27	50.50	51.76	53.05	54.38	55.74	57.13	58.56	60.02
9	73,694	75,546	77,438	79,373	81,349	83,387	85,467	87,610	89,794	92,040	94,349	96,699	99,112	101,587	104,125	106,725	109,387	112,112	114,920	117,790
	35.43	36.32	37.23	38.16	39.11	40.09	41.09	42.12	43.17	44.25	45.36	46.49	47.65	48.84	50.06	51.31	52.59	53.90	55.25	56.63
8	69,576	71,323	73,112	74,942	76,814	78,728	80,704	82,722	84,781	86,902	89,066	91,291	93,579	95,909	98,301	100,755	103,272	105,851	108,493	111,197
	33.45	34.29	35.15	36.03	36.93	37.85	38.80	39.77	40.76	41.78	42.82	43.89	44.99	46.11	47.26	48.44	49.65	50.89	52.16	53.46
7	65,603	67,246	68,931	70,658	72,426	74,235	76,086	77,979	79,934	81,931	83,970	86,070	88,213	90,418	92,685	94,994	97,365	99,798	102,294	104,853
	31.54	32.33	33.14	33.97	34.82	35.69	36.58	37.49	38.43	39.39	40.37	41.38	42.41	43.47	44.56	45.67	46.81	47.98	49.18	50.41
6	61,922	63,461	65,042	66,664	68,328	70,034	71,781	73,570	75,400	77,293	79,227	81,203	83,242	85,322	87,464	89,648	91,894	94,182	96,533	98,946
	29.77	30.51	31.27	32.05	32.85	33.67	34.51	35.37	36.25	37.16	38.09	39.04	40.02	41.02	42.05	43.10	44.18	45.28	46.41	47.57
5	58,926	60,403	61,922	63,461	65,042	66,664	68,328	70,034	71,781	73,570	75,400	77,293	79,227	81,203	83,242	85,322	87,464	89,648	91,894	94,182
	28.33	29.04	29.77	30.51	31.27	32.05	32.85	33.67	34.51	35.37	36.25	37.16	38.09	39.04	40.02	41.02	42.05	43.10	44.18	45.28
4	56,722	58,136	59,592	61,090	62,608	64,168	65,770	67,413	69,098	70,824	72,592	74,402	76,253	78,166	80,122	82,118	84,178	86,278	88,442	90,646
	27.27	27.95	28.65	29.37	30.10	30.85	31.62	32.41	33.22	34.05	34.90	35.77	36.66	37.58	38.52	39.48	40.47	41.48	42.52	43.58
3	54,475	55,827	57,221	58,656	60,133	61,630	63,170	64,750	66,373	68,037	69,742	71,490	73,278	75,109	76,981	78,915	80,891	82,909	84,989	87,110
	26.19	26.84	27.51	28.20	28.91	29.63	30.37	31.13	31.91	32.71	33.53	34.37	35.23	36.11	37.01	37.94	38.89	39.86	40.86	41.88
2	52,728	54,038	55,390	56,784	58,198	59,654	61,152	62,691	64,251	65,853	67,496	69,181	70,907	72,675	74,485	76,357	78,270	80,226	82,222	84,282
	25.35	25.98	26.63	27.30	27.98	28.68	29.40	30.14	30.89	31.66	32.45	33.26	34.09	34.94	35.81	36.71	37.63	38.57	39.53	40.52
1	51,085	52,354	53,664	55,016	56,389	57,803	59,238	60,715	62,234	63,794	65,395	67,038	68,723	70,450	72,218	74,027	75,878	77,771	79,706	81,702
	24.56	25.17	25.80	26.45	27.11	27.79	28.48	29.19	29.92	30.67	31.44	32.23	33.04	33.87	34.72	35.59	36.48	37.39	38.32	39.28

To: Deborah Condo/Andrew Eshleman/Mark Bradshaw
From: Carroll Braun
Ref.: Highway and Water Quality Departments' Hiring Process
Date: March 10, 2021

Per our discussions regarding the hiring process and the transfers at the Washington County Highway and Water Quality Departments. I have identified four separate scenarios with regards to hiring. I will address each one individually. Please feel free to suggest any changes.

1) Mechanical Equipment Operator (MEO II) position/opening.

The County authorizes filling an open position(s).

1) Advertise the position(s) internally and externally at the same time.

- a) The external posting should be for the Washington County Highway Department and not specific to a maintenance section.
- b) Internal postings should list the particular maintenance section(s) that have open positions and invite MEO II employees interested in a transfer to any section to update or add their name to a confidential transfer request list kept on file in the Washington County Human Resource office. MEO II employees may add their name to the list at any time during their employment and shall have up to the advertisement deadline to add their name to the list.
- c) Internal candidates are not applying for a job, they are applying for a transfer to an open position in the maintenance section. Internal candidates requesting a transfer will not go through the application and/or interview process. The most senior employee as defined in the Collective Bargaining Agreement (CBA) requesting and accepting said transfer will be transferred.
- d) If an internal transfer occurs, subsequent MEO II vacant positions will be filled based on the transfer list without readvertisement. Once all requested internal transfers have been completed, non MEO II internal and external candidates will be considered. All internal candidates who are not an MEO II must complete and submit an application.
- e) When hired, all non MEO II internal and external candidates will be placed in the open maintenance section position at the discretion of the County.
- f) The County may select candidates from an internal/external applicant pool for vacant positions for up to one-hundred eighty (180) days from a prior MEO II position advertisement without readvertisement.

2) Opening for a Mechanical Equipment Operator (MEO III).

1) Advertise the position internally as outlined in the CBA

- a) This will allow for current MEO IIIs to request a transfer.

- b) This will allow for County government employees to apply for the position.
- c) Any current employee(s), meeting the qualifications may be interviewed.
- d) If no internal candidate is awarded the position, advertise externally.
- e) If an internal candidate (MEO II) is awarded the position, advertise internally/externally to fill the MEO II position as outlined in section 1.

3) Water Quality Collection Operator Trainee position opening.

The County authorized filling an open position(s)

1. Advertise the position(s) internally and externally at the same time.
 - a. The County may select candidates from an internal/external application pool for vacant positions for up to one-hundred eighty (180) days for a prior Collection Operator Trainee position advertisement without readvertisement.

4) Positions not covered by the CBA

- 1) Advertisement shall follow the County hiring process and positions are intended to be advertised internally and externally at the same time.



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1623) – Smithsburg WwTP Upgrades

PRESENTATION DATE: October 24, 2023

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

RECOMMENDED MOTION: Move to award the contract for the Smithsburg WwTP Upgrades project to the responsible, responsive bidder, HRI Bridge Company aka HRI, Inc. of State College, PA who submitted the lowest Total Lump Sum bid in the amount of 10,444,290 and to approve a Budget Transfer Request in the amount of \$4,527,830 from a Bay Restoration Fund Grant to TRP021 and the award is contingent upon MDE's approval of the Construction Bid Package.

REPORT-IN-BRIEF: The work to be performed by the Contractor on this project generally includes but is not limited to: a new influent equalization tank, modifications to the influent pump station, upgrade of the existing SBRs, a new pre-anoxic tank, upgrade of the UV disinfection system, and a new chemical feed building with chemical storage tanks, as shown on the as shown on contract plans, and described in the contract documents. The finished installation shall be in perfect working condition and be ready for continuous and satisfactory operation. The project is to be substantially completed within eighteen (18) months of the Notice to Proceed. The County can assess liquidated damages in the sum of five hundred (\$500) dollars for each consecutive day that the project is not completed.

The bid was advertised in the local newspaper, listed on the State of Maryland's "*eMaryland Marketplace Advantage*" website and on the County's web site. Ten (10) companies were represented at the pre-bid teleconference. Sixty-one (61) persons/companies registered/downloaded the bid document on-line. Five (5) bids were submitted as indicated on the attached bid tabulation matrix.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$9,812,043 are available in the Division's Capital Improvement Project (CIP) account TRP021.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Matrix Tabulation, Budget Adjustment Form

AUDIO/VISUAL NEEDS: N/A

PUR-1623
Smithsburg WwTP ENR Upgrade Expansion

				Conewago Enterprises, Inc. Hanover, PA		HRI Bridge Co. ada HRI, Inc. State College, PA	
Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Total Price	Unit Price	Total Price
1	Construction of Smithsburg WwTP ENR upgrade and expansion, complete in place as specified and indicated on the Construction Drawings	LS	1	\$11,077,000.00	\$11,077,000.00	\$10,411,000.00	\$10,411,000.00
Total Base Bid Item 1				\$11,077,000.00		\$10,411,000.00	
C-1	Unclassified Excavation	CY	100	\$100.00	\$10,000.00	\$115.00	\$11,500.00
C-2	Aggregate (Stone) Backfill	CY	75	\$50.00	\$3,750.00	\$110.00	\$8,250.00
C-3	Soil Backfill	CY	25	\$40.00	\$1,000.00	\$70.00	\$1,750.00
C-4	Electrical Outlets	EA	10	\$1,400.00	\$14,000.00	\$895.00	\$8,950.00
C-5	Concrete Spalling Repair	LB	20	\$140.00	\$2,800.00	\$142.00	\$2,840.00
Total Sum Contingent Items C-1 through C-5				\$31,550.00		\$33,290.00	
Total Sum Bid Base Bid Item 1 and Contingent Items C-1 through C-5				\$11,108,550.00		\$10,444,290.00	

* Corrected calculations based on unit pricing

Remarks / Exceptions:

PUR-1623
Smithsburg WwTP ENR Upgrade Expansion

				HRI Construction LLC aka M2 Construction LLC in MD Lancaster, PA		Triton Construction, Inc. Saint Albans, WV	
Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Total Price	Unit Price	Total Price
1	Construction of Smithsburg WwTP ENR upgrade and expansion, complete in place as specified and indicated on the Construction Drawings	LS	1	\$11,886,285.00	\$11,886,285.00	\$13,941,600.00	\$13,941,600.00
Base Bid Item 1				\$11,886,285.00		\$13,941,600.00	
C1	Unclassified Excavation	CY	100	\$300.00	\$30,000.00	\$35.00	\$3,500.00
C2	Aggregate (Stone) Backfill	CY	75	\$55.00	\$4,125.00	\$125.00	\$9,375.00
C3	Soil Backfill	CY	25	\$40.00	\$1,000.00	\$125.00	\$3,125.00
C4	Electrical Outlets	EA	10	\$1,550.00	\$15,500.00	\$2,200.00	\$22,000.00
C5	Concrete Spalling Repair	LB	20	\$175.00	\$3,500.00	\$20.00	\$400.00
Total Sum Contingent Items C-1 through C-5				\$54,125.00		\$38,400.00	
Total Sum Bid Base Bid Item 1 and Contingent Items C-1 through C-5				\$11,940,410.00		\$0.00	

* Corrected calculations based on unit pricing

Remarks / Exceptions:

HRI Construction, LLC aka M2 Construction, LLC in MD -Subcontractors Listing Dollar Value will provide upon request if M2 is apparent low bidder

PUR-1623
Smithsburg WwTP ENR Upgrade Expansion

				W.M. Schlosser Company, Inc. Hyattsville, MD	
Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Total Price
1	Construction of Smithsburg WwTP ENR upgrade and expansion, complete in place as specified and indicated on the Construction Drawings	LS	1	\$15,557,800.00	\$15,557,800.00
Base Bid Item 1				\$15,557,800.00	
C1	Unclassified Excavation	CY	100	\$290.00	\$29,000.00
C2	Aggregate (Stone) Backfill	CY	75	\$86.00	\$6,450.00
C3	Soil Backfill	CY	25	\$30.00	\$750.00
C4	Electrical Outlets	EA	10	\$1,800.00	\$18,000.00
C5	Concrete Spalling Repair	LB	20	\$500.00	\$10,000.00
Total Sum Contingent Items C-1 through C-5				\$64,200.00	
Total Sum Bid Base Bid Item 1 and Contingent Items C-1 throught C-5				\$15,622,000.00	



Washington County, Maryland Budget Adjustment Form

Print Form

- ☐ Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department
- ☒ Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.

Department Head Authorization

Mark D Bradshaw
Digitally signed by Mark D Bradshaw
Date: 2023.10.13 14:30:38 -04'00'

Division Director / Elected Official Authorization

Mark D Bradshaw
Digitally signed by Mark D Bradshaw
Date: 2023.10.13 14:30:28 -04'00'

Budget & Finance Director Approval

County Administrator Approval

County Commissioners Approval

Transaction/Post -Finance

Deputy Director - Finance

Preparer, if applicable

Kelcee Mace
Digitally signed by Kelcee Mace
Date: 2023.10.04 14:57:52 -04'00'

Required approval with date

If applicable with date

Required approval with date

Required approval with date

Required > \$ 25,000 with date

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
498410	32	42010	TRP021		0000	Capital Grant - State	4,527,830
599999	32	42010	TRP021		CNST	Smithsburg WwTP ENR Upgrade	4,527,830

Explain
Budget Adjustment

Washington County has been awarded a Bay Restoration Fund grant from the State for the Smithsburg WwTP upgrade.

Required Action by
County Commissioners



No Approval Required



Approval Required

Approval Date if
Known

Oct 24, 2023



Agenda Report Form

Open Session Item

Public Packet

SUBJECT: Contract Award (PUR-1641) – Local Care Team Coordinator

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Brandi Naugle, CPPO, Buyer; Rachel Souders, Director, Washington County Office of Grant Management (OGM)

RECOMMENDED MOTION: Move to award the contract for the Local Care Team Coordinator to the responsible proposer with the responsive proposal.

REPORT-IN-BRIEF: The purpose of the service to be provided is to fulfill the requirements of the County's Community Partnership Agreement (CPA) for fiscal year 2024 with the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCOPYVS). The award of funds for Local Care Team Coordinator shall commence upon receipt of a fully executed contract between the Board of County Commissioners of Washington County and the awarded vendor. The awarded contract shall expire on June 30, 2024, with an option to renew up to two (2) consecutive one-year periods through 2026.

The Coordinating Committee was comprised of the following members: Buyer, Purchasing Department, OGM Director designee, OGM Grant Manager (Chairman Designee), LMB Board Chairperson, or designee and LMB Community Planning and Review Committee Chairperson or designee. The RFP was advertised locally in the newspaper and on the County's web site, as well as on the State's "eMaryland Marketplace Advantage" (eMMA) web site. Notice of the RFP was e-mailed to those individuals/firms on the OGM's e-mail list. Thirty-Three (33) persons/firms accessed the RFP document from the web site. Three (3) providers were represented at the pre-proposal conference.

DISCUSSION: N/A

FISCAL IMPACT: Funding from the Maryland Governor's Office for Children in the amount of \$54,000.

CONCURRENCES: Award as unanimously recommended by the Coordinating Committee.

ALTERNATIVES: N/A

ATTACHMENTS: Scope of Work (excerpt from RFP document).

AUDIO/VISUAL NEEDS: N/A

PUR-1641
Local Care Team Coordinator

The Children's Cabinet has determined there is a need to strengthen the system of care for children and youth at the local level through a coordinated approach to interagency case management. The goal of a coordinated approach is to return or divert children and youth from preventable out-of-home and out-of-state placements through the provision of community-based services. The Local Care Team will serve as the point of access to services for children and youth.

The Local Care Team is a forum for families of children with intensive needs to receive assistance with the identification of individual needs and potential resources to meet the identified needs. The Local Care Team provides interagency discussions and problem solving for individual child and family needs and systemic needs. Parents, family members or agencies will be able to make referrals directly to the Local Care Team through the Local Management Board to seek assistance with accessing services, to develop plans of care for community-based services and to coordinate services from multiple agencies.

The Washington County Local Management Board (LMB) seeks to fund a Local Care Team Coordinator in Washington County, Maryland. The person in this position will provide contracted staff support to the Local Care Team. Any agency that is included as a mandated member of the Local Care Team will be ineligible for this contract. The Local Care Team agencies with mandated members include the Department of Juvenile Services, Development Disabilities Administration, Local Core Service Agency, Local School System, Local Health Department, Local Department of Social Services, and Division of Rehabilitative Services. Additionally, any agency that regularly participates in Local Care Team meetings or poses a potential conflict of interest will be ineligible for this contract.

This staff person will ensure a coordinated system for case referral to the Team to include tracking referrals and services, maintaining a comprehensive resource database, collecting, and reporting data and ensuring follow up services. The Coordinator will be responsible for facilitating a coordinated approach to services and ensure parent involvement in Local Care Team (LCT) meetings. This will be a grant-funded contractual position which will be required to report at least monthly to the LMB through the Office of Grant Management. The Local Care Team Coordinator shall work an average of twenty (20) hours per week to total a minimum of eighty (80) hours per month.

1. Essential functions of the Local Care Team Coordinator include:
 - a. Maintain detailed notes from each case discussion that outline the plan of care and agency commitments to be reviewed and provided to the parents/guardians at the end of the Local Care Team meetings.

- b. A record from each Local Care Team meeting is to include:
 - i. Attendance record
 - ii. List of cases discussed that specifies whether the case:
 - a) Is new or a review.
 - b) Was referred for out-of-State placement, in-State placement, or a voluntary placement;
 - c) Was recommended for out-of-state placement, in-state Placement, community services, or voluntary placement agreement
 - iii. Any official Local Care Team business, including votes, recommendations, or actions taken.
- c. Coordinate/track referrals and representation from child-serving agencies (required and those needed for specific issues), schedule meetings, prepare agendas, administer, and keep minutes of the meetings. This position is required to follow-up with families and agencies to ensure an action plan has been established.
- d. Referring or alerting families to resources (public and private sector). This includes providing guidance in completing forms and applications and supporting basic needs including housing, food, benefits, and other emergency services.
- e. Reviewing documents to ensure families understand; documents include but are not limited to: Individualized Education Programs (IEPs)/504 Plans, Mental Health Assessments and Court Orders.
- f. Developing and presenting training modules to small and large groups.
- g. Maintaining and acquiring knowledge of resources available; sharing knowledge with various agencies on a system-wide level and individual family or child level; researching other systems throughout the state and country; researching availability of flexible funds for families.
- h. Designing, implementing, and overseeing evaluation methods based on the Results Accountability model that meets the GOCPYVS and LMB needs.

2. Knowledge, Skills, and Abilities:

The Local Care Team Coordinator should have the ability to read, analyze, and interpret documents and respond effectively to children, caretakers, Local Care Team members, service providers, office staff, and others. Coordinator should be able to communicate effectively and in a concise

manner, both verbally and in writing. Good listening skills are imperative. The Coordinator should be able to work collaboratively and respectfully with diverse groups of individuals.

The Coordinator should be able to maintain, analyze and produce written reports from various data systems, as well as develop policies and procedures based on written reports. The Coordinator should have the ability to define problems, collect data, establish facts, solve defined problems, draw valid conclusions, and be able to focus on results. Skills in case management, human services, strategic planning, negotiation, team building, and networking with other professionals is an advantage. The Coordinator must be able to develop and present training modules to small and large groups.

Proficiency with various computer programs including Windows 7 or later, Microsoft Word, Excel, Internet, Outlook, Google Drive and statistical, results tracking, and case management programs. The ability to manage time effectively and be organized are necessary.

Residence in Washington County, Maryland is not required, but the Coordinator must have knowledge of and be familiar with Washington County, Maryland resources and educational programs.

3. Education, Experience, Certificates, Licenses, Registrations:

The position of Local Care Team Coordinator requires an individual who has experience with child placement systems and a clinical or special education background. Due to the need for specialized understanding of complex behavioral health or disabilities as well as the system of care for children and families, the position requires a master's degree. In addition, the position requires the possession of a valid class C Motor Vehicle Operator's License.

4. Performance Measures:

The following table details the minimum amount of required data measures to track. Additional measures may be added by the Local Management Board as directed and/or the Governor's Office of Crime Prevention, Youth, and Victim Services. Collection of data is the responsibility of the selected Contractor. Data measures can vary and may be revised each fiscal year by the OGM in consultation with the Contractor.

Performance Measures

What/how much we do:
<ul style="list-style-type: none">• Number of unique referrals received by the LCT during the reporting period.• Number of unique referrals (as noted above) that resulted in one or more reviews by the LCT during the reporting period.• Please explain the major reasons why the LCT did not review all unique referrals (Narrative Response)• Number of outbound LCT outreach activities completed.• Number of inbound LCT cross-training and other activities completed.• Number of LCT meetings• Total number of LCT reviews completed during the reporting period
How well we do it:
<ul style="list-style-type: none">• Number and percent of mandated LCT representatives that attend at least 75% of LCT meetings.• Number and percent of all LCT reviews (new, follow-up, and annual reviews) where the youth's parents (or legal guardians) attended.
Is anyone better off?
<ul style="list-style-type: none">• Number and percent of new youth referred for in-state residential placement who are alternatively served through community-based services.• Number and percent of new youth referred for out-of-state placement who are alternatively served through in-state community-based services or in-state residential placements.• Please describe youth engagement in the LCT process and whether that involvement is beneficial to the outcome of cases (Narrative Response).



Agenda Report Form

Open Session Item

SUBJECT: Rejection of Quote (Q-23-763) - Purchase and Installation of One (1) New Coiling Steel Door

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer; Joe Moss, P.E., Department of Water Quality, Deputy Director, Engineering Services

RECOMMENDED MOTION: Move to take action, in the best interest of the County and to request the quote for the Purchase and Installation of One (1) New Coiling Steel Door for the Department of Water Quality be rejected due to the quote exceeding the estimated budget. The department is considering having the door installed by county personnel.

REPORT-IN-BRIEF: Notice of the Request for Quote (RFQ) was listed on the State of Maryland's "eMaryland Marketplace Advantage" (eMMA) website and on the County's website. Thirteen (13) persons/companies registered/downloaded the bid document online and one (1) bid was received for this unit.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: Division Director of Environmental Management

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

Q-23-763

**PURCHASE & INSTALLATION OF
ONE (1) NEW COILING STEEL DOOR**

	Callas Contractors Hagerstown, MD
Purchase Price	\$50,800.00
Delivery Date	8-10 Weeks
Remarks/Exceptions	Excludes electrical wall, water line relocation and painting. For galvanized finish on steel ADD \$2,500.00



Agenda Report Form

Open Session Item

SUBJECT: Maryland 9-1-1 Board –Approval to Accept Awarded Funding

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Robert McCoy, Director, Division of Emergency Communications, and Nicole Phillips, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the acceptance of grant funds in the amount of \$42,351.50 from the Maryland 911 Board.

REPORT-IN-BRIEF: The Division of Emergency Communications is requesting approval to accept grant funds in the amount of \$42,351.50 from the Maryland 911 Board.

DISCUSSION: The awarded funding is for Priority Dispatch annual maintenance, Aqua and ESP card set license renewals, and services and support costs. Priority Dispatch provides Emergency Fire, Medical, and Policy protocols and an Aqua program to perform quality assurance for the agency.

The Office of Grant Management has reviewed the funding request and has determined the request is consistent with the Maryland 9-1-1 Boards' purpose. There is no matching funds requirement associated with this funding request.

FISCAL IMPACT: Provides \$42,351.50 for the Division of Emergency Communications.

CONCURRENCES: Rachel Souders, Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of awarded funds

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Edward J. Byrne Memorial Justice Assistance Grant – Approval to Accept Awarded Funding

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Cody Miller, Washington County Sheriff's Office, and Nicole Phillips, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve \$30,981 in grant funding awarded under the Edward J. Byrne Memorial Justice Assistance Grant (BJAG) from the Governor's Office of Crime Prevention, Youth, and Victim Services.

REPORT-IN-BRIEF: The Washington County Sheriff's Office is requesting approval to accept BJAG Program grant funding in the amount of \$30,981. This funding will be used to purchase Mobile Data Terminals and Surveillance Equipment.

DISCUSSION: The program will enhance the capabilities of the Criminal Investigations Unit with the ability to access vital information such as criminal history, outstanding warrants, vehicle registration and drivers licensing information from their vehicles, along with providing surveillance equipment to assist with investigations.

The funding period is for one year and there is no match requirement associated with the agreement.

FISCAL IMPACT: Provides the Washington County Sheriff's Office with \$30,981 to purchase Mobile Data Terminals and Surveillance Equipment.

CONCURRENCES: Rachel Souders, Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of funding

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Potential dissolution of the Emergency Services Advisory Council (ESAC)

PRESENTATION DATE: November 7, 2023

PRESENTATION BY: Michelle Gordon, County Administrator

RECOMMENDATION: Move to dissolve the Emergency Services Advisory Council.

REPORT-IN-BRIEF: Discussion continued from July 11, 2023, regarding the continued need for the ESAC committee.

DISCUSSION: The ESAC committee was formed to provide recommendations regarding the provision of emergency services in Washington County. This committee serves in an advisory capacity. The committee has no decision-making authority. Eleven (11) members serve on this committee with one (1) of those members being a county employee, the Director of Emergency Services. Meetings are to be held monthly and are open to the public.

The most recent revision to the ESAC By-Laws occurred on October 11, 2016. Article I: Authority of the ESAC By-Laws, identifies that authority to establish this board was given by the Board of County Commissioners (BOCC or Board). Therefore, that authorization may be rescinded by the BOCC.

The Board met on July 11, 2023, in open session to begin this discussion. On September 14, 2023, the ESAC committee submitted their recommended revisions to the By-Laws for consideration to the Washington County Volunteer Fire & Rescue Association (WCVFRA) and the Board. On 10/19/2023, the WCVFRA voted on the revisions as presented by ESAC and the WCVFRA's formal position is that it does not support the revised document(s).

Given the evolving nature of fire and emergency medical service delivery, the need for this advisory committee has diminished and its continuing operation has become obsolescent and unnecessary.

FISCAL IMPACT: N/A

CONCURRENCES: WCVFRA and the Division of Emergency Services County Attorney (as to legal sufficiency)

ALTERNATIVES: None

ATTACHMENTS:

- ESAC By-Laws approved 10/11/2016

- Letter from ESAC dated 09/14/2023
- 08/23/2023 By-Laws as proposed by ESAC (With City of Hagerstown)
- 08/23/2023 By-Laws as proposed by ESAC (Without City of Hagerstown)

AUDIO/VISUAL NEEDS: None

**Washington County, Maryland
Emergency Services Advisory Council
By-Laws**

Article I – Authority:

1. The Emergency Services Advisory Council (ESAC) has been established by the Board of County Commissioners (Board) to provide recommendations regarding the provision of emergency services in Washington County. Any recommendations developed by the ESAC shall be presented in writing.
2. The ESAC shall serve in an advisory capacity only and shall have no decision-making authority except as herein provided for organizational affairs and functioning.

Article II – Responsibility:

1. The ESAC shall provide recommendations on various emergency services issues as requested by the Board. When requested, the ESAC may also serve in an advisory capacity to the municipalities of Washington County, the Washington County Volunteer Fire and Rescue Association (Association), and any volunteer or career fire or emergency medical services company authorized to operate in Washington County.
2. ESAC must coordinate and cooperate with other advisory councils or boards duly appointed by the Board.

Article III – Chairperson:

1. A designated member of the ESAC shall be elected to serve as the Chairperson and preside over the proceedings.
2. The Chairperson shall have the authority to appoint a co-chairperson to serve in that capacity when so required.
3. The Chairperson shall have the authority to appoint subcommittees for the purpose of conducting special studies, investigations, or other ESAC business.

Article IV – Secretary:

1. The Division of Emergency Services will provide a person to serve as recording secretary for the ESAC.
2. Accurate minutes of each meeting shall be recorded and distributed within thirty (30) days following the meeting.

Article V – Membership:

1. The ESAC shall consist of the following individuals:
 - A. Three (3) members from the Association;
 - B. Six (6) members from the public at large;
 - C. The Director of the Division of Emergency Services (ex-officio member); and
 - D. The President of the Volunteer Fire and Rescue Association (ex-officio member).
2. The Board shall temporarily appoint such other agency representatives as deemed necessary to offer expertise or convey policies adopted by the Board. Temporary appointments shall terminate at the end of a specifically assigned project or study.
3. The members shall serve without compensation.
4. Commissioners, mayors, members of city and town councils and other elected officials shall not be entitled to membership for the reason that these governing bodies are responsible for the final decision-making on ESAC recommendations.
5. Members of the ESAC are selected for their expertise, their ability to commit personal time, objectively evaluate issues brought before the ESAC on matters of public safety, and direct services to the citizenry of Washington County. Decisions must be made without bias toward their respective agencies, organizations, vocations, or professions.
6. Members of the ESAC shall serve three-year terms.
 - A. The three (3) members representing the Association shall have staggered terms, such that one member is replaced each year.
 - B. The six (6) members representing the public at large shall have staggered terms, such that two members are replaced each year.
 - C. No member may serve more than two consecutive terms.
 - D. A member may be reappointed to the ESAC after a one-year absence.
 - E. To establish the staggered terms, the initial appointees shall serve the following terms:
 1. The three (3) members representing the Association shall serve initial terms as follows: one (1) person serving one year, one (1) person serving two years, and one (1) person serving three years. They will be eligible for reappointment for a three-year term after which they must observe a one-year absence.

2. The three (6) members representing the public at large shall serve initial terms as follows: two (2) person serving one year, two (2) person serving two years, and two (2) person serving three years. They will be eligible for reappointment for a three-year term after which they must observe a one-year absence.

Article VI – Meetings:

1. Meetings shall be held monthly on the first Thursday of each month unless otherwise agreed to by the membership. All meetings of the Emergency Services Advisory Council shall be open to the public, and are governed by the Maryland Open Meeting Laws.
2. The Chairperson shall have the authority to call additional meetings as deemed necessary.
3. The Council shall have the authority to invite any person or persons to meetings for the purpose of discussing issues or providing information relating to items on the agenda for that meeting.
4. A simple majority shall constitute a quorum.

Article VII – Independent Action by the Chairperson:

1. The Chairperson shall have the authority to take independent action on ESAC matters considered to be minor or routine in nature. When time permits, the Chairperson shall make every effort to contact the ESAC members to obtain a consensus decision.
2. In the event the Chairperson has taken action on any such ESAC matter prior to a meeting, a full report of such action shall be given to the members at the next duly constituted meeting and the members shall be asked to ratify such action.

Article VIII – Channelization Procedures on Various ESAC Matters:

1. The channelization procedures shall be in accordance with the following:
 - A. Public comments received by the Board may be forwarded to the ESAC for review and recommendation.
 - B. The Association may bring an issue before the ESAC for review and recommendations.
 - C. A Chief Officer, President, and or designee of a member company of the Association may bring an issue to the ESAC for review and recommendation.
 - D. The Director or his/her designee(s) of the Division may bring an issue before the ESAC for review and recommendation.

- E. All recommendations requiring a final decision or direction from the Board shall be presented by the Director of Emergency Services in accordance with county policies and procedures. The Director may be accompanied by other parties during his/her presentation.

Article IX - Authorization:

Amended, restated, and approved by the Board of County Commissioners on October 11, 2016.

Attest:

Board of County Commissioners
Washington County, Maryland

Vicki C. Lumm
Vicki Lumm, County Clerk

BY: Terry L. Baker
Terry L. Baker, President

Emergency Services Advisory Council Washington County, MD

September 14, 2023

Board of County Commissioners
Washington County, Maryland
100 West Washington Street
Hagerstown, Maryland 21740

Ref: Emergency Services Advisory Council

Dear County Commissioners:

The members of the Emergency Services Advisory Council (ESAC) continue to extend our appreciation to the Board of County Commissioners (Board) for your decision to delay any action on the proposed dissolution of the ESAC. The Washington County Volunteer Fire and Rescue Association (WCVFRA) has recently voted in the affirmative to support the continuation of the ESAC.

As we stated in our July 20, 2023, correspondence, all ESAC Members agree the system characteristics, associated risks, and level of fiscal resources needed to provide adequate fire and rescue services need an efficient governance model. The ESAC respects the Board's overall authority and would never question that authority. Below the level of the Board's authority the current governing practices are cumbersome, inefficient, disconnected, and unable to keep pace with the combined system evolution in a manner that ensures responder safety. The Department of Emergency Services manages the career component, the WCVFRA manages the volunteer system resources. Both entities can often be focused on their respective domain and have no authority over the other. The role of the ESAC is to advocate for the combined system including both the volunteer and career.

Over the past two years, the ESAC Members have worked to develop updated bylaws for your consideration. These new bylaws have been developed specifically for the ESAC to serve as an advocate for the combination system and establish a process for system governance in partnership with the Board, WCVFRA and the Department of Emergency Services.

The ESAC has drafted two bylaw versions for the Board's consideration. The first version includes a holistic perspective of the combination system. This holistic approach includes the City of Hagerstown Fire Department (HFD) operationally. The HFD is a service organization completely within the domain of the Mayor and Council for the City of Hagerstown, but still is a significant contributor to the combined fire and rescue system. Version One of the draft bylaws includes the Mayor and Council as a governing body and folds in the HFD to form a complete combined system. Version 2 is the more traditional update whereby the HFD and Mayor and

Council are excluded from the Board's Advisory Council yet brings forth the more modern approach to the combined system ESAC bylaws.

Should the Board be interested in further consideration for adoption of these bylaws. The members of the ESAC would be happy to appear before the Board, present the draft bylaws with our commentary and engage the Board in discussions to answer questions and provide additional information as needed to better understand the proposed bylaws.

On behalf of the full membership of your ESAC, Thank you for the opportunity to re-envision the roles, authorities, and responsibilities of the ESAC.

Sincerely,



Richard "Dick" Hopkins
ESAC Chairman

Attachment(s):

1. Draft ESAC Bylaws, including a partnership with the Hagerstown Mayor and Council.
2. Draft ESAC Bylaws, Traditional update.

Emergency Services Advisory Council

By-Laws

Washington County, Maryland

Revised Version August 23, 2023

This Version has not been adopted by the Board of County Commissioners

EMERGENCY SERVICES ADVISORY COUNCIL BYLAWS

ARTICLE I: Name

- A. The name of this Advisory work group shall be the Washington County Emergency Services Advisory Council (ESAC).

ARTICLE II: Authority

- A. Section 10-402 of the Code of Public Local Laws for Washington County, MD grants authority to the Board of County Commissioners of Washington County, MD (Board) over the provision of fire, rescue, and ambulance service.
- B. Within the corporate limits of the City of Hagerstown the Mayor and Council are the authority for the Hagerstown Fire Department (HFD). The HFD is a component of the combined countywide fire and rescue system in which ESAC is advocating for.
- C. The Fire and Emergency Services ESAC was established by the Board and is delegated the authorities enumerated in these By-Laws.
- D. This ESAC shall serve as a policy review and advisory body to the Director, WCVFRA, HFD, and the Board.

ARTICLE III: ESAC Purpose, Responsibilities, and Objectives

- A. The purpose of this ESAC is to provide a functional governance structure that ensures that input from volunteer, career, and citizen stakeholders is provided and considered during the policy making, policy review and implementation process and to keep stakeholder representatives engaged in the management of an integrated, countywide fire and rescue system. The foundational principles of the ESAC are:
 - 1. Board is committed to providing the citizens of Washington County with competent, efficient, and effective fire, rescue, and emergency medical services. Responsibility for the provision of these public safety services in Washington County rest with the Division, HFD and the volunteer corporations of the Washington County Fire and Rescue System.
 - 2. The Board and the M&C acknowledge the value of advice from the ESAC and expects the ESAC to provide a position statement on matters that are brought forward for action by the Board and the M&C either in advance or at the time of the Board's or M&C's action. The Board acknowledges this will require the ESAC membership to be briefed on matters before they are presented to the Board and the M&C, and the Board and the M&C authorize the Director or the HFD Fire Chief to present any reports, studies, plans, policy drafts or actionable items to the ESAC in advance of the presentation to the Board, provided the ESAC members maintain confidentiality for any information deemed critical by the Board or the Director. This provision of the bylaws does not apply to any matter relating to personnel issues or those in which the Board and/or the M&C deem inappropriate for the ESAC to opine on in advance of their respective closed session discussions. The ESAC Chair, Director or the HFD Fire Chief may request the ESAC enter Executive Session to maintain confidentiality.
 - 3. Except for emergency situations or circumstances dictated by law or compulsory regulation, the Director, HFD Fire Chief, and the WCVFRA shall consult with the ESAC on matters of countywide policy, procedures, rules, and regulations.
 - 4. The Board and the M&C believe that fire, rescue, and emergency medical services should reflect cost effective service provision; recognition and promotion of public welfare, accountability for service levels and resource use in a manner required of all

public programs; fair representation and communication of all views regarding these services; and adequate response to projected growth in Washington County. These objectives will be achieved through a combined volunteer and career system, as endorsed, and supported by the Board and M&C, defined by these essential characteristics:

- a. Mutual and cooperative delivery of fire, rescue, and emergency medical services through a combined system of volunteer corporations and career staff employed by the county.
 - b. Recommendations to the Board or M&C from the Director or HFD Fire Chief, with advice of the ESAC, regarding fire, rescue, and emergency medical service levels, system policy, standards, and agreements.
 - c. Development and revision of fire, rescue, and emergency medical operational procedures. The Director, HFD Fire Chief and the President of the WCV FRA shall be responsible for all system wide operations and, with the advice of the ESAC, shall establish procedures and guidelines to implement Board policy.
 - d. The Board and M&C maintain ultimate approval authority over all policies and procedures and will exercise its authority whenever it deems necessary.
 - e. The county will vigorously support the continuation and expansion of volunteerism as a means of providing fire, rescue, and emergency medical services in a cost-effective manner by encouraging the participation of qualified volunteers.
- B. Training and Educational. The ESAC shall advise the Director, WCVFRA, HFD, and the Board on training needs for a safe, functional combined system.
- C. Budget and Funding. The ESAC may offer a position statement to the Board and M&C and/or the Director on recommended programs, proposed budgets and/or funding levels at the countywide system, program, or project level.
- D. Service delivery must be provided on a countywide basis and must be characterized by uniformity in emergency response performance and in the application of operational regulations and procedures. The Board and M&C recognizes and respects the contributions and financial investments of the volunteer corporations, which have resulted in the protection of life and property in Washington County, and the vital and generous private support for essential public services.
- E. The Board recognizes the major majority investment in public safety infrastructure, facilities, equipment, and human resources brought to serve the citizens of Washington County by the volunteer corporations and will continually consider this investment when considering decisions affecting the countywide fire and rescue system. Until such time as the County and City Government is providing full funding and human resources to deliver fire and rescue services, the Board and M&C will continue to acknowledge the volunteer corporations and the WCVFRA in the governance of the countywide fire and rescue system.
- F. The ESAC shall endorse, submit, and present an annual report on a date to be determined by the Board targeted at the first quarter of the fiscal year at a regularly scheduled Board business meeting. The report will outline the ESAC's activities, identify problems affecting administrative and operational matters relating to the performance of the fire, rescue, and emergency medical system, and make recommendations which will serve to enhance the delivery of fire, rescue, and emergency medical services. The presentation of the annual report will be offered to the M&C should they choose to receive the presentation.

- G. Advise the Board and/or the M&C on any matter relating to the delivery of fire, rescue, or emergency medical services in Washington County.
- H. Policy Review. All administrative and operational policies and procedures applicable collectively to the career and volunteer personnel as recommended by the WCVFRA, Director and/or the HFD Fire Chief shall be reviewed by the ESAC prior to the effective date. The ESAC shall offer a position statement on the proposed policy/procedure and advise the Director, HFD Fire Chief, WCVFRA, M&C and the Board of their position. Should the Board, WCVFRA, HFD Fire Chief, or the Director deem it is necessary to issue an Emergency Directive or Policy that affects career and volunteer personnel, the Director or HFD Fire Chief shall bring said emergency directive or Policy to the ESAC at its next regularly scheduled meeting for presentation to obtain a position statement from the ESAC.
- I. Injury and Fatality Report Review. ESAC shall participate, review, and provide a position statement on recommendations stemming from responder injury and fatality investigative reports. A position statement of recommendations from such review shall be provided to the Board, Director and/or the HFD Fire Chief.
- J. Combined System Emergency Services Master Planning. The ESAC shall participate in the development, review, and recommendation for adoption by the Board.
- K. Legislation. The ESAC may provide recommendations to the Board and/or the M&C relating to any recommended, proposed or pending legislative initiatives before the Board, the Maryland General Assembly, or the United States Federal Government.
- L. The ESAC shall have no role or responsibility relating to:
 - 1. Disciplinary action of any career staff of Washington County or the City of Hagerstown Government.
 - 2. Disciplinary action of any volunteer staff of a volunteer corporation.
 - 3. Hiring, promotion or demotion of any career staffing.
- M. The goals of this ESAC are to promote the achievement of the following with respect to the provision of fire, rescue, and emergency medical services within Washington County.
 - 1. Protection of Life and Property. High cost effective, equitable, and responsive services to the citizens of Washington County, including adequate response times, effective Fire and Rescue incident supervision, adequate staffing, effective distribution of personnel and apparatus, and timely adaptation to changing service needs. All organizations and participants comprising the fire, rescue, and emergency medical service system shall share responsibility for continuously improving their effectiveness and efficiency.
 - 2. Volunteer Participation. All of volunteers in decisions related to the operation of the fire and rescue delivery system through representation from this ESAC, the WCVFRA, and its associated work groups.
 - 3. Career Participation. Involve Career Staff in decisions related to the operation of the fire and rescue delivery system through representation on the ESAC and its associated work groups.
 - 4. System Practices. Promote continual improvement in the capabilities and job performance of volunteer and career staff through state-of-the-art training and promote the highest caliber of ethical and professional conduct of volunteer and career staff.
 - 5. Accountability. Maintain accountability to the Board and M&C relating to effective service delivery, sound management practices, and the responsible use of public funds.
 - 6. Operations and Administration. Maintain effective service delivery levels while efficiently managing associated cost of administrative and operational expenses,

including apparatus, facilities, equipment, and staffing resources. Effectively manage human resources, purchasing, maintenance, training, and other programs.

ARTICLE IV: Membership

A. Membership

1. The Board and M&C recognize that ESAC membership should be based on a potential member's knowledge of, participation in, receipt of services from, or contribution to programs related to the mission of the ESAC in Washington County, MD.
2. The voting ESAC members shall be appointed by the Board and M&C to fill a specific position assignment as follows:
 - a. Fire Operations Member (2 positions, nominated by Board and/or M&C).
 - b. EMS Operations Member (2 position, nominated by the Board).
 - c. Volunteer Fire and Rescue Corporation Administrative Member (1 position, nominated by the Board and/or M&C).
 - d. Division Career Representative (1 position, recommended by labor union, nominated by the Board).
 - e. HFD Career Representative (1 position, recommended by the labor union, nominated by the M&C).
 - f. Citizen at Large (2 positions, nominated by the Board and/or M&C).
3. All volunteer and career members of the ESAC shall be full-time residents of Washington County, MD or one of its municipalities.
4. The Board may appoint Ex-officio members to the ESAC, to participate in deliberations. Ex-officio members are non-voting participants of the ESAC.
5. The ESAC shall be comprised of nine (9) voting and six (6) non-voting Ex-officio members, each having a specific representative role.
 - a. Ex-officio (Non-Voting) Members.
 - One (1) County Commissioner Member, designated by the Board.
 - One (1) City Council Member, designated by the M&C.
 - One (1) President or Designee, WCVFRA.
 - One (1) Jurisdictional Fire and Rescue Medical Director for Washington County, MD.
 - One (1) Fire Chief or designee for the HFD.
 - One (1) Director or Designee, Division.
 - b. A meeting quorum shall be at least five (5) voting members physically present at the designated meeting location.

B. Membership Terms

1. ESAC members shall serve a two-year term. Appointed Members may be reappointed to two additional consecutive terms.
 - a. Exception. Citizen at large members shall serve a three-year term. Appointed Citizen at Large Members may be reappointed to one additional consecutive term.
 - b. In the event a member resigns or otherwise vacates his/her seat prior to the expiration of his/her term, the vacant seat shall be filled using the process outlined in these bylaws for the remainder of the respective term.
 - c. Ex-officio members shall serve consistent with their tenure in position and shall vacate the appointment upon vacation of their position.
2. In the event any ESAC member is absent for Five (5) or more consecutive meetings,

- the ESAC may petition the Board and/or M&C, whichever is appropriate, to declare the seat vacant and request the appointment of a new member to serve the remainder of the term.
3. ESAC members are encouraged to provide notification of their absence to the Chair or to staff in advance of any meeting.
 4. ESAC members serve at the pleasure of the Board and/or the M&C. Members will adhere to the Board and M&C policies and procedures for advisory work groups and the applicable Code of Ethics. The Board may remove any ESAC members found in violation of the Board policies and procedures and applicable Code of Ethics.

ARTICLE V: Officers

A. Officers

1. The officers shall consist of a Chair and a Vice-Chair who shall be elected annually (one-year term) by majority vote of the ESAC at the January monthly meeting. If for any reason the January monthly meeting fails to occur, then the election shall be held at the next regularly scheduled meeting.
2. Secretary who shall be appointed by the Chair.

B. Responsibilities of the Chair

1. The Chair shall preside over all meetings of the ESAC, authorize calls for any special meetings, establishment of any work group, appoint members to a work group assignment, and execute all documents authorized by the ESAC.
2. The Chair shall set the agenda for ESAC meetings. The Chair may consider input from the members of the ESAC; however, agenda item concurrence is not needed from ESAC members (voting or ex-officio).
3. The Chair shall generally perform all duties associated with that office or directed by the Board and M&C.
4. Appoint a Secretary.
 - The Chair may appoint the following standing Work Groups: Operational Review Work Group.
 - Planning and Research Work Group.
 - Others as deemed necessary by the Chair.
5. The Chair shall decide all questions or order, subject to an appeal from any ESAC member.

C. Responsibilities of the Vice-Chair

1. The Vice-Chair, in the event of the absence or disability of the Chair or vacancy in that office, shall assume and perform the duties of Chair.

D. Responsibilities of the Secretary

1. Ensure all ESAC meetings are properly advertised to the public.
2. Ensure proper minutes are taken at all ESAC and Work group meetings.
3. Distribute and post the minutes for public access after formal approval by the ESAC.
4. Deliver the appropriate documents to members of the ESAC and any Work group at least three (3) business days prior to any meeting.
5. Be responsible for informing the ESAC of any event or incident, which in Staff's opinion is detrimental or potentially detrimental to the mission of ESAC.
6. Advise the ESAC on any matters involving the Freedom of Information Act.
7. Monitor membership roster and inform the Office of the County Administrator when a vacancy outside of term limits occurs.

8. Post ESAC and Work group meeting minutes on the County website associated with Emergency Services.
 9. Provide and manage technology equipment to accommodate presentations at a meeting and allow remote participation by members.
 - 10.
- E. Vacancies and Special Elections
1. In the event of a vacancy in Chair or Vice Chair, the ESAC, by majority vote at a duly called meeting with a quorum of members present, the voting ESAC members may fill the position for the remainder of the term.

ARTICLE VI: Meetings

A. Regular Meetings

1. Regular meetings shall be held on odd numbered months beginning with January each year. The date, hour, and location of those meetings shall be determined by the ESAC. The ESAC shall vote on a tentative meeting schedule at their January meeting for the remaining months of the calendar year. The meeting schedule shall be adjusted to prevent any ESAC or Working Group meeting from occurring on a holiday in which the County Government closed.
2. Proceedings of all meetings of the ESAC shall be governed by Robert's Rules of Order.
3. ESAC member shall always conduct themselves with professionalism and respect, or others in attendance.
4. The election of officers shall be held at the time of the first regular meeting of each calendar year, usually in January.
5. ESAC and Working Group meetings are open to the public for observation. Observers may only participate in discussion if recognized by the Chair.

B. Regular Meeting Template Agenda¹

1. Call to order.
2. Roll call of voting and non-voting members.
3. Introduction of guests.
4. Approval of the previous meeting minutes.
5. ESAC member comments, limited to three minutes each.
6. Ex-officio Member reports.
 - Board Liaison.
 - M&C Liaison
 - Jurisdictional Medical Director.
 - President, WCVFRA.
 - Director.
 - HFD Fire Chief
7. Working Group Reports.
8. Discussion items.
 - Old Business
 - New Business
9. Action items.
10. Adjournment.

C. Special Meetings

¹ The Chair is empowered to modify the agenda content and order.

1. Special meetings may be called by the Chair at the request of three (3) members for the transaction of business as stated in the call for the special meeting.

D. Quorum

1. A quorum for the transaction of business at any ESAC or Work group meeting shall consist of at least fifty-one percent of the members², exclusive of any vacant seats. There shall be a quorum requirement of at least fifty-one percent of the Work group members for Work group meetings. Without a quorum present, no official business may be conducted at a ESAC or Work group meeting.

E. Votes

1. All votes shall be by simple majority, i.e., one more than half of the members present, unless stated otherwise in these bylaws. Proxy votes shall not be permitted.

F. Executive Sessions

1. The Board Member, Chair, HFD Fire Chief or Director may request the ESAC enter an Executive session to discuss matters of critical importance or those requiring a high level of confidentiality.

G. Minutes

1. Each ESAC meeting will have summary minutes reflecting the actions and recommendations of the ESAC and the Secretary shall ensure the minutes are forwarded to all members within thirty (30) days of a meeting and once approved by the ESAC.
2. The minutes shall reflect the vote tally for all votes taken by the ESAC. The vote tally shall include the number of votes in support of a motion, number of votes opposing the motion, the number of members abstaining from the vote, and the number of members absent for the vote. The minutes shall list the names of the members who vote in opposition to the motion and those who are absent for the vote.

H. Cancellation

1. Regular or special meetings of the ESAC or a Working Group scheduled to be held on a day that Washington County Public Schools are closed due to inclement weather shall be canceled. When the Washington County government is closed because of inclement weather, all ESAC meetings are also canceled. If the Snow Emergency Plan for Washington County is in effect two-hours prior to the start of the meeting, all ESAC and/or Working Group meetings are also canceled. The substitute date, hour, and location, if any, of such meeting will be set by the Chair of that meeting and properly noticed. School delays will not affect meeting time.
2. The Chair may cancel a meeting at his/her discretion.

I. Meeting Announcement

1. All meetings should be on the County website associated with Emergency Services, at least three business days in advance of the meeting.

ARTICLE VII: Remote Participation in Work group Meetings

- A. A member (voting or ex-officio) may participate in meetings of the ESAC from a remote location due to a medical condition or personal matter that prevents physical attendance, provided the ESAC has a quorum who are physically assembled at the primary meeting location.

² Quorum for a nine-voting member advisory work group shall be deemed to be five voting members.

- B. Requests for remote participation must be made in writing to the Chair of the ESAC before noon on the day of the meeting, stating the specific nature of the medical condition or personal matter, and the location from which the member will participate.
- C. The County staff shall provide the necessary technology and systems to permit remote participation.
- D. ESAC meetings shall not be recorded using the virtual meeting platform.

ARTICLE VII: Work Groups

- A. Work Group(s)
 - 1. The ESAC may request to establish or dissolve Work Group(s) provided such action is approved by a majority of the ESAC, exclusive of any vacant seats.
 - 2. Members of a Work Group may or may not be an appointed ESAC Member.
- B. Work group Meetings
 - 1. The Chair of each Work group shall call Work group meetings as deemed appropriate.

ARTICLE IX: Amendments

- A. These bylaws may only be adopted and/or amended by vote of the Board and M&C.
- B. The ESAC may recommend to the Board and/or M&C any by-law amendment with a two-thirds vote of the ESAC members present at any regular meeting exclusive of any vacant seats.
- C. By-laws are not deemed amended until such time the Board and M&C vote to adopt the recommended amendments.
- D. Notice of any proposed amendment must first be submitted in writing to the ESAC members at least one (1) week prior to the meeting.

ARTICLE IX: Definitions

- A. Board. The elected Board of County Commissioners for Washington County, MD.
- B. Citizen at Large Member. Appointed member of the ESAC who a resident of Washington County is and is not currently affiliated with a career and/or volunteer fire and rescue corporation.
- C. City. City of Hagerstown, MD.
- D. Company or Companies. Independent, nonprofit corporations officially recognized by the Board to provide fire, rescue, or emergency medical services in accordance with the policies, procedures, and laws of Washington County, MD.
- E. County. Washington County, MD
- F. Director. The individual appointed by the Board of County Commissioners to serve as the Director of Emergency Services.
- G. Division. Washington County Division of Emergency Services.
- H. Division Career staff. Employees of the Board of County Commissioners and member of organized labor.
- I. Emergency Directive or Policy. A policy issued by the Board, Director, HFD Fire Chief or the WCVFRA that has been determined to be necessary for immediate implementation to provide for public welfare and safety of emergency responders and/or the citizens of Washington County.
- J. EMS Operational Member. An individual currently serving as an active emergency medical services operational member in Washington County, MD.

- K. Executive Session. A meeting with closed membership consisting only of the ESAC voting and ex-officio members and the minimum number of County staff necessary to document the meeting. Minutes of executive session shall not include any details of the meeting discussion other than a generalized topic discussed.
- L. Fire Operational Member. An individual currently serving as an active firefighting operational member in Washington County, MD.
- M. HFD. The City of Hagerstown, Fire Department.
- N. HFD Career Staff. Employees of the Hagerstown Fire Department and member of organized labor
- O. M&C. The Mayor and Council of the City of Hagerstown, MD.
- P. Position statement. A written statement of recommendations and/or advice offered by the ESAC to the Board, M&C, Director and/or the HFD Fire Chief.
- Q. Volunteer. An individual who, without salary, performs fire, rescue, emergency medical or related other services, including administrative support services.
- R. Volunteer Chief. Operational head of a company.
- S. Volunteer Corporation. See “Company or Companies”.
- T. WCVFRA. Washington County Volunteer Fire & Rescue Association.

Approved/Amended by majority vote of the ESAC on [insert date].

Approved by my majority vote of the of the Board of County Commissioners on [insert date].

President, Washington County, MD
Commissioners

Date

Mayor, City of Hagerstown, MD

Date

Emergency Services Advisory Council

By-Laws

Washington County, Maryland

Revised Version August 23, 2023

This Version has not been adopted by the Board of County Commissioners

This version includes only the Board of County Commissioners

EMERGENCY SERVICES ADVISORY COUNCIL BYLAWS

ARTICLE I: Name

- A. The name of this Advisory work group shall be the Washington County Emergency Services Advisory Council (ESAC).

ARTICLE II: Authority

- A. Section 10-402 of the Code of Public Local Laws for Washington County, MD grants authority to the Board of County Commissioners of Washington County, MD (Board) over the provision of fire, rescue, and ambulance service.
- B. Within the corporate limits of the City of Hagerstown the Mayor and Council are the authority for the Hagerstown Fire Department (HFD). The HFD is a component of the combined countywide fire and rescue system in which ESAC is advocating for.
- C. The Fire and Emergency Services ESAC was established by the Board and is delegated the authorities enumerated in these By-Laws.
- D. This ESAC shall serve as a policy review and advisory body to the Director, WCVFRA, and the Board.

ARTICLE III: ESAC Purpose, Responsibilities, and Objectives

- A. The purpose of this ESAC is to provide a functional governance structure that ensures that input from volunteer, career, and citizen stakeholders is provided and considered during the policy making, policy review and implementation process and to keep stakeholder representatives engaged in the management of an integrated, countywide fire and rescue system. The foundational principles of the ESAC are:
 - 1. Board is committed to providing the citizens of Washington County with competent, efficient, and effective fire, rescue, and emergency medical services. Responsibility for the provision of these public safety services in Washington County rest with the Division, and the volunteer corporations of the Washington County Fire and Rescue System.
 - 2. The Board acknowledge the value of advice from the ESAC and expects the ESAC to provide a position statement on matters that are brought forward for action by the Board either in advance or at the time of the Board's action. The Board acknowledges this will require the ESAC membership to be briefed on matters before they are presented to the Board, and the Board may authorize the Director to present any reports, studies, plans, policy drafts or actionable items to the ESAC in advance of the presentation to the Board, provided the ESAC members maintain confidentiality for any information deemed critical by the Board or the Director. This provision of the bylaws does not apply to any matter relating to personnel issues or those in which the Board deem inappropriate for the ESAC to opine on in advance of their respective closed session discussions. The ESAC Chair or the Director may request the ESAC enter Executive Session to maintain confidentiality.
 - 3. Except for emergency situations or circumstances dictated by law or compulsory regulation, the Director and the WCVFRA shall consult with the ESAC on matters of countywide policy, procedures, rules, and regulations.
 - 4. The Board believe that fire, rescue, and emergency medical services should reflect cost effective service provision; recognition and promotion of public welfare, accountability for service levels and resource use in a manner required of all public programs; fair representation and communication of all views regarding these services; and adequate

response to projected growth in Washington County. These objectives will be achieved through a combined volunteer and career system, as endorsed, and supported by the Board defined by these essential characteristics:

- a. Mutual and cooperative delivery of fire, rescue, and emergency medical services through a combined system of volunteer corporations and career staff employed by the county.
 - b. Recommendations to the Board with advice of the ESAC, regarding fire, rescue, and emergency medical service levels, system policy, standards, and agreements.
 - c. Development and revision of fire, rescue, and emergency medical operational procedures. The Director and the President of the WCVFRA shall be responsible for all system wide operations and, with the advice of the ESAC, shall establish procedures and guidelines to implement Board policy.
 - d. The Board shall maintain ultimate approval authority over all policies and procedures and will exercise its authority whenever it deems necessary.
 - e. The county will vigorously support the continuation and expansion of volunteerism as a means of providing fire, rescue, and emergency medical services in a cost-effective manner by encouraging the participation of qualified volunteers.
- B. Training and Educational. The ESAC shall advise the Director and WCVFRA and the Board on training needs for a safe, functional combined system.
- C. Budget and Funding. The ESAC may offer a position statement to the Board and/or the Director on recommended programs, proposed budgets and/or funding levels at the countywide system, program, or project level.
- D. Service delivery must be provided on a countywide basis and must be characterized by uniformity in emergency response performance and in the application of operational regulations and procedures. The Board recognizes and respects the contributions and financial investments of the volunteer corporations, which have resulted in the protection of life and property in Washington County, and the vital and generous private support for essential public services.
- E. The Board recognizes the major majority investment in public safety infrastructure, facilities, equipment, and human resources brought to serve the citizens of Washington County by the volunteer corporations and will continually consider this investment when considering decisions affecting the countywide fire and rescue system. Until such time as the County and City Government is providing full funding and human resources to deliver fire and rescue services, the Board will continue to acknowledge the volunteer corporations and the WCVFRA in the governance of the countywide fire and rescue system.
- F. The ESAC shall endorse, submit, and present an annual report on a date to be determined by the Board targeted at the first quarter of the fiscal year at a regularly scheduled Board business meeting. The report will outline the ESAC's activities, identify problems affecting administrative and operational matters relating to the performance of the fire, rescue, and emergency medical system, and make recommendations which will serve to enhance the delivery of fire, rescue, and emergency medical services.
- G. Advise the Board on any matter relating to the delivery of fire, rescue, or emergency medical services in Washington County.
- H. Policy Review. All administrative and operational policies and procedures applicable collectively to the career and volunteer personnel as recommended by the WCVFRA or the

Director shall be reviewed by the ESAC prior to the effective date. The ESAC shall offer a position statement on the proposed policy/procedure and advise the WCVFRA, Director and the Board of their position. Should the Board, WCVFRA, or the Director deem it is necessary to issue an Emergency Directive or Policy that affects career and volunteer personnel, the Director shall bring said emergency directive or Policy to the ESAC at its next regularly scheduled meeting for presentation to obtain a position statement from the ESAC.

- I. Injury and Fatality Report Review. ESAC shall participate, review, and provide a position statement on recommendations stemming from responder injury and fatality investigative reports. A position statement of recommendations from such review shall be provided to the Board and the Director.
- J. Combined System Emergency Services Master Planning. The ESAC shall participate in the development, review, and recommendation for adoption by the Board.
- K. Legislation. The ESAC may provide recommendations to the Board relating to any recommended, proposed or pending legislative initiatives before the Board, the Maryland General Assembly, or the United States Federal Government.
- L. The ESAC shall have no role or responsibility relating to:
 - 1. Disciplinary action of any career staff of Washington County or the City of Hagerstown Government.
 - 2. Disciplinary action of any volunteer staff of a volunteer corporation.
 - 3. Hiring, promotion or demotion of any career staffing.
- M. The goals of this ESAC are to promote the achievement of the following with respect to the provision of fire, rescue, and emergency medical services within Washington County.
 - 1. Protection of Life and Property. High cost effective, equitable, and responsive services to the citizens of Washington County, including adequate response times, effective Fire and Rescue incident supervision, adequate staffing, effective distribution of personnel and apparatus, and timely adaptation to changing service needs. All organizations and participants comprising the fire, rescue, and emergency medical service system shall share responsibility for continuously improving their effectiveness and efficiency.
 - 2. Volunteer Participation. All of volunteers in decisions related to the operation of the fire and rescue delivery system through representation from this ESAC, the WCVFRA, and its associated work groups.
 - 3. Career Participation. Involve Career Staff in decisions related to the operation of the fire and rescue delivery system through representation on the ESAC and its associated work groups.
 - 4. System Practices. Promote continual improvement in the capabilities and job performance of volunteer and career staff through state-of-the-art training and promote the highest caliber of ethical and professional conduct of volunteer and career staff.
 - 5. Accountability. Maintain accountability to the Board relating to effective service delivery, sound management practices, and the responsible use of public funds.
 - 6. Operations and Administration. Maintain effective service delivery levels while efficiently managing associated cost of administrative and operational expenses, including apparatus, facilities, equipment, and staffing resources. Effectively manage human resources, purchasing, maintenance, training, and other programs.

ARTICLE IV: Membership

A. Membership

1. The Board recognize that ESAC membership should be based on a potential member's knowledge of, participation in, receipt of services from, or contribution to programs related to the mission of the ESAC in Washington County, MD.
 2. The voting ESAC members shall be appointed by the Board to fill a specific position assignment as follows:
 - a. Fire Operations Member (2 positions, nominated by Board).
 - b. EMS Operations Member (2 position, nominated by the Board).
 - c. Volunteer Fire and Rescue Corporation Administrative Member (1 position, nominated by the Board).
 - d. Division Career Representative (1 position, recommended by labor union, nominated by the Board).
 - e. Citizen at Large (1 position, nominated by the Board).
 3. The citizen at large member of the ESAC shall be full-time residents of Washington County, MD or one of its municipalities.
 4. The Board may appoint Ex-officio members to the ESAC, to participate in deliberations. Ex-officio members are non-voting participants of the ESAC.
 5. The ESAC shall be comprised of seven (7) voting and four (4) non-voting Ex-officio members, each having a specific representative role.
 - a. Ex-officio (Non-Voting) Members.
 - One (1) County Commissioner Member, designated by the Board.
 - One (1) President or Designee, WCVFRA.
 - One (1) Jurisdictional Fire and Rescue Medical Director for Washington County, MD.
 - One (1) Director or Designee, Division.
 - b. A meeting quorum shall be at least five (5) voting members physically present at the designated meeting location.
- B. Membership Terms
1. ESAC members shall serve a two-year term. Appointed Members may be reappointed to two additional consecutive terms.
 - a. Exception. Citizen at large members shall serve a three-year term. Appointed Citizen at Large Members may be reappointed to one additional consecutive term.
 - b. In the event a member resigns or otherwise vacates his/her seat prior to the expiration of his/her term, the vacant seat shall be filled using the process outlined in these bylaws for the remainder of the respective term.
 - c. Ex-officio members shall serve consistent with their tenure in position and shall vacate the appointment upon vacation of their position.
 2. In the event any ESAC member is absent for Five (5) or more consecutive meetings, the ESAC may petition the Board, whichever is appropriate, to declare the seat vacant and request the appointment of a new member to serve the remainder of the term.
 3. ESAC members are encouraged to provide notification of their absence to the Chair or to staff in advance of any meeting.
 4. ESAC members serve at the pleasure of the Board. Members will adhere to the Board policies and procedures for advisory work groups and the applicable Code of Ethics. The Board may remove any ESAC members found in violation of the Board policies and procedures and applicable Code of Ethics.

ARTICLE V: Officers

A. Officers

1. The officers shall consist of a Chair and a Vice-Chair who shall be elected annually (one-year term) by majority vote of the ESAC at the January monthly meeting. If for any reason the January monthly meeting fails to occur, then the election shall be held at the next regularly scheduled meeting.
2. Secretary who shall be appointed by the Chair.

B. Responsibilities of the Chair

1. The Chair shall preside over all meetings of the ESAC, authorize calls for any special meetings, establishment of any work group, appoint members to a work group assignment, and execute all documents authorized by the ESAC.
2. The Chair shall set the agenda for ESAC meetings. The Chair may consider input from the members of the ESAC; however, agenda item concurrence is not needed from ESAC members (voting or ex-officio).
3. The Chair shall generally perform all duties associated with that office or directed by the Board.
4. Appoint a Secretary.
 - The Chair may appoint the following standing Work Groups: Operational Review Work Group.
 - Planning and Research Work Group.
 - Others as deemed necessary by the Chair.
5. The Chair shall decide all questions or order, subject to an appeal from any ESAC member.

C. Responsibilities of the Vice-Chair

1. The Vice-Chair, in the event of the absence or disability of the Chair or vacancy in that office, shall assume and perform the duties of Chair.

D. Responsibilities of the Secretary

1. Ensure all ESAC meetings are properly advertised to the public.
2. Ensure proper minutes are taken at all ESAC and Work group meetings.
3. Distribute and post the minutes for public access after formal approval by the ESAC.
4. Deliver the appropriate documents to members of the ESAC and any Work group at least three (3) business days prior to any meeting.
5. Be responsible for informing the ESAC of any event or incident, which in Staff's opinion is detrimental or potentially detrimental to the mission of ESAC.
6. Advise the ESAC on any matters involving the Freedom of Information Act.
7. Monitor membership roster and inform the Office of the County Administrator when a vacancy outside of term limits occurs.
8. Post ESAC and Work group meeting minutes on the County website associated with Emergency Services.
9. Provide and manage technology equipment to accommodate presentations at a meeting and allow remote participation by members.
- 10.

E. Vacancies and Special Elections

1. In the event of a vacancy in Chair or Vice Chair, the ESAC, by majority vote at a duly called meeting with a quorum of members present, the voting ESAC members may fill the position for the remainder of the term.

ARTICLE VI: Meetings

A. Regular Meetings

1. Regular meetings shall be held on odd numbered months beginning with January each year. The date, hour, and location of those meetings shall be determined by the ESAC. The ESAC shall vote on a tentative meeting schedule at their January meeting for the remaining months of the calendar year. The meeting schedule shall be adjusted to prevent any ESAC or Working Group meeting from occurring on a holiday in which the County Government closed.
2. Proceedings of all meetings of the ESAC shall be governed by Robert's Rules of Order or the rules of order established by the ESAC outlined herein.
3. ESAC member shall always conduct themselves with professionalism and respect, or others in attendance.
4. The election of officers shall be held at the time of the first regular meeting of each calendar year, usually in January.
5. ESAC and Working Group meetings are open to the public for observation. Observers may only participate in discussion if recognized by the Chair.

B. Regular Meeting Template Agenda¹

1. Call to order.
2. Roll call of voting and non-voting members.
3. Introduction of guests.
4. Approval of the previous meeting minutes.
5. ESAC member comments, limited to three minutes each.
6. Ex-officio Member reports.
 - Board Liaison.
 - Jurisdictional Medical Director.
 - President, WCVFRA.
 - Director.
7. Working Group Reports.
8. Discussion items.
 - Old Business
 - New Business
9. Action items.
10. Adjournment.

C. Special Meetings

1. Special meetings may be called by the Chair at the request of three (3) members for the transaction of business as stated in the call for the special meeting.

D. Quorum

1. A quorum for the transaction of business at any ESAC or Work group meeting shall consist of at least fifty-one percent of the members², exclusive of any vacant seats. There shall be a quorum requirement of at least fifty-one percent of the Work group members for Work group meetings. Without a quorum present, no official business may be conducted at a ESAC or Work group meeting.

E. Votes

1. All votes shall be by simple majority, i.e., one more than half of the members present,

¹ The Chair is empowered to modify the agenda content and order.

² Quorum for a nine-voting member advisory work group shall be deemed to be five voting members.

unless stated otherwise in these bylaws. Proxy votes shall not be permitted.

F. Executive Sessions

1. The Board Member, Chair, or Director may request the ESAC enter an Executive session to discuss matters of critical importance or those requiring a high level of confidentiality.

G. Minutes

1. Each ESAC meeting will have summary minutes reflecting the actions and recommendations of the ESAC and the Secretary shall ensure the minutes are forwarded to all members within thirty (30) days of a meeting and once approved by the ESAC.
2. The minutes shall reflect the vote tally for all votes taken by the ESAC. The vote tally shall include the number of votes in support of a motion, number of votes opposing the motion, the number of members abstaining from the vote, and the number of members absent for the vote. The minutes shall list the names of the members who vote in opposition to the motion and those who are absent for the vote.

H. Cancellation

1. Regular or special meetings of the ESAC or a Working Group scheduled to be held on a day that Washington County Public Schools are closed due to inclement weather shall be canceled. When the Washington County government is closed because of inclement weather, all ESAC meetings are also canceled. If the Snow Emergency Plan for Washington County is in effect two-hours prior to the start of the meeting, all ESAC and/or Working Group meetings are also canceled. The substitute date, hour, and location, if any, of such meeting will be set by the Chair of that meeting and properly noticed. School delays will not affect meeting time.
2. The Chair may cancel a meeting at his/her discretion.

I. Meeting Announcement

1. All meetings should be on the County website associated with Emergency Services, at least three business days in advance of the meeting.

ARTICLE VII: Remote Participation in Work group Meetings

- A. A member (voting or ex-officio) may participate in meetings of the ESAC from a remote location due to a medical condition or personal matter that prevents physical attendance, provided the ESAC has a quorum who are physically assembled at the primary meeting location.
- B. Requests for remote participation must be made in writing to the Chair of the ESAC before noon on the day of the meeting, stating the specific nature of the medical condition or personal matter, and the location from which the member will participate.
- C. The County staff shall provide the necessary technology and systems to permit remote participation.
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A. Work Group(s)

1. The ESAC may request to establish or dissolve Work Group(s) provided such action is approved by a majority of the ESAC, exclusive of any vacant seats.
2. Members of a Work Group may or may not be an appointed ESAC Member.

B. Work group Meetings

1. The Chair of each Work group shall call Work group meetings as deemed appropriate.

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- P. WCVFRA. Washington County Volunteer Fire & Rescue Association.

Approved/Amended by majority vote of the ESAC on September 14, 2023.

Approved by my majority vote of the of the Board of County Commissioners on [insert date].

President, Washington County, MD
Commissioners

Date