



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

December 17, 2024

OPEN SESSION AGENDA

- 8:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *November 20, 2024*
November 26, 2024
- 8:05 AM FIRST CLOSED SESSION – *(To consult with counsel to obtain legal advice on a legal matter.*
- *Update on County-involved litigation)*
- 9:00 AM RECONVENE IN OPEN SESSION
- 9:00 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:20 AM CITIZEN PARTICIPATION
- 9:30 AM HOPE FOR HOME PROGRAM
Dr. Mark Sewell, Washington County Local Homeless Coalition (LHC) Lead; Jeannie Asbury, Executive Director, REACH of Washington County

Convene as the Board of Health

- 9:45 AM SOR IV (STATE OPIOID RESPONSE) ADOLESCENT CLUBHOUSE
Earl Stoner, Health Officer, Washington County Health Department

Reconvene as the Board of County Commissioners of Washington County

- 9:50 AM CONTRACT AWARD (PUR-1714) – AVIATION ENGINEERING SERVICES FOR THE HAGERSTOWN REGIONAL AIRPORT
Brandi Kentner, Director, Purchasing; Neil Doran, Director, Hagerstown Regional Airport
- SOLE SOURCE PROCUREMENT (PUR-1723) – ESRI CLOUD MODEL OF GEOGRAPHIC INFORMATION SOFTWARE ENTERPRISE LICENSE AGREEMENT
Brandi Kentner, Director, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology

- 10:00 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INGT-24-0174)
PURCHASE FOR EIGHTEEN (18) IRONHORSE 4000 SERIES CHAIRS FOR THE
DEPARTMENT OF EMERGENCY MANAGEMENT & COMMUNICATIONS
*Brandi Kentner, Director, Purchasing; Alan Matheny, Director, Emergency
Management*
- 10:05 AM MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION
(MALPF) RE-CERTIFICATION REPORT APPROVAL
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- HAYS CONSERVATION RESERVE ENHANCEMENT PROGRAM (CREP)
EASEMENT PROPOSAL
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 10:15 AM VOLUNTARY BENEFITS
Chip Rose, Director, Human Resources
- 10:25 AM DRUG & ALCOHOL-FREE WORKPLACE, PR-5
Chip Rose, Director, Human Resources
- 10:30 AM AGRICULTURE EDUCATION CENTER POLE BARN BUILDING DONATION
Andrew Eshleman, Director, Public Works
- 10:35 AM INSURANCE RENEWAL FOR WASHINGTON COUNTY VOLUNTEER FIRE &
RESCUE ASSOCIATION BEGINNING JANUARY 1, 2025 THROUGH
DECEMBER 31, 2025
*Tracy McCammon, Risk Management Coordinator, Human Resources; Patrick Buck,
CBIZ Insurance Services*
- 10:40 AM AGRICULTURE – FACES OF FARMING PRESENTATION
Kelsey Keadle, Business Specialist – Agriculture, Business and Economic Development
- 10:45 AM SECOND CLOSED SESSION – *(To discuss personnel matters affecting certain
individuals (1).*
- *Discussion of implementation of personnel program and discussion of health
benefits. Open session discussion would likely lead to disclosure of personnel
matters and/or put County in disadvantageous bargaining position for
forthcoming contract negotiations.*
- To consult with counsel to obtain legal advice on a legal matter. (7)*
- *Update from County Attorney on County involved litigation and legal matters.
To conduct collective bargaining negotiations or consider matters that relate to the
negotiations.*
 - *Update and discuss with Board status of ongoing union negotiations.
To discuss the development and implementation of emergency plans.*
- *County’s Facility Emergency Plan.)*

12:40 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



Open Session Item

SUBJECT: HOPE FOR HOME PROGRAM

PRESENTATION DATE: December 17, 2024

PRESENTATION BY: Dr. Mark Sewell, Washington County Local Homeless Coalition (LHC) Lead, Ms. Jeannie Asbury, Executive Director, REACH of Washington County

RECOMMENDED MOTION: None: For Informational Purposes Only.

REPORT-IN-BRIEF: Presentation to the Board of County Commissioners regarding a new initiative to address homelessness for families and children. Homelessness in Washington County has reached crisis levels, with a 280% increase in the past year alone. To combat this growing humanitarian crisis, the Local Homeless Coalition has forged a groundbreaking program specifically addressing the unmet needs of families and children experiencing homelessness.

The Home for Home Program is a new and creative targeted initiative designed to provide Opportunity Housing for families with children who have experienced eviction, where the eviction has created a barrier to securing safe and stable housing. Evictions are not a felony, but many landlords treat them as such. The program aims to help these families achieve long-term stability by offering housing solutions, tailored support services, and collaborative community partnerships to overcome housing insecurity. By focusing on families with children, the program not only addresses housing needs but also promotes social mobility, child development, and overall well-being.

This presentation will detail the program's innovative approach, its county-wide impact from Boonsboro to Hancock, and how it offers tangible hope to vulnerable families. As the designated Continuum of Care (CoC) provider for HUD and the Balance of State CoC comprised of nine counties, the Washington County Local Homeless Coalition represents over 180 partners, including county and city agencies, WCPS, and non-profit organizations, all united in the fight against homelessness.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ATTACHMENTS: 1) Hope for Home Program
2) Washington County Public Schools Homeless Trend Data 2006-2024
3) Washington County Homeless Data 2014-2024

AUDIO/VISUAL NEEDS: Presentation of Hope for Home video.

Hope for Home Program

Program Proposal:

October 2024

Providing Opportunity Housing for Families with Children

A Local Homeless Coalition Initiative

Executive Summary

The Home for Home Program is a targeted initiative designed to provide Opportunity Housing for families with children who have experienced eviction, where the eviction has created a barrier to securing safe and stable housing. Evictions are not a felony, but many landlords treat them as such. The program aims to help these families achieve long-term stability by offering housing solutions, tailored support services, and collaborative community partnerships to overcome housing insecurity. By focusing on families with children, the program not only addresses housing needs but also promotes social mobility, child development, and overall well-being.

The Local Homeless Coalition (LHC) consists of highly experienced partners and essential stakeholders dedicated to delivering comprehensive and sustainable housing solutions for eligible families. Our collective expertise ensures the success of this program, as we work collaboratively to meet the diverse needs of our community. Furthermore, the program will operate under the vigilant fiscal oversight of the Washington County Community Action Council (CAC), guaranteeing accountability and effective resource management. Together, we are committed to fostering a healthier, more stable housing environment for families in need.

Program Goals

- **Provide Stable Housing:** Offer scattered-site housing with 12-month leases for families who have experienced eviction, addressing the barriers to secure housing.
- **Ensure Family and Child Support:** Deliver tailored wrap-around services, including case management, financial literacy, and child-centered support to foster a stable home environment.
- **Promote Community Integration:** Leverage partnerships with landlords, schools, healthcare providers, and other organizations to create a robust network of resources.

- Support Long-Term Stability: Offer individualized program rental --acquisition and support for 12 months and up to \$5,500 per family in cases of financial hardship, ensuring that families can maintain stable housing.
- Measure and Enhance Self-Sufficiency and reduce socioeconomic barriers: Track metrics related to housing stability, family income, credit score improvement, and children's academic and social outcomes to gauge program success.

1. Eligibility Criteria

Eviction Timing: Families who have experienced eviction are eligible. Families may immediately apply for the program after the eviction occurs without a waiting period.

Income Requirements: The program does not impose specific income thresholds. It targets families who can pay rent but may need assistance with move-in costs and additional individualized support. Financial support may not exceed \$5,500 for the duration of the 12-month program.

Additional Requirements:

- At least one adult in the household must be employed- Families can be of any size or composition but must include at least one child ages 0-18 years old.- Families must agree to participate in monthly case management for 12 months.

2. Application Process

Access to Application: Families can apply through participating LHC housing case manager partners, such as, but not limited to, Washington County CAC, REACH, Potomac Community Services, and Horizon Goodwill Industries. The application process is straightforward and aims to quickly connect families to housing and support.

Referral System: Families must be referred by an LHC partner organization (e.g., schools, social services, healthcare providers).

Documentation Requirements: Applicants must provide income verification, proof of employment, U.S. citizenship documentation, and proof of eviction.

3. Housing Model

Scattered-Site Approach: The program utilizes scattered-site housing throughout the community, enabling families to access a range of neighborhoods and amenities.

Lease Arrangements: LHC partners will coordinate with landlords and property managers to secure 12-month leases for families in the name of the Head of Household

Rental Subsidy Assistance: If a family encounters financial hardship while in the program, the Home for Home Program can provide up to \$5,500 in assistance to help restore stability.

4. Support Services

Comprehensive Family Support: Families will have regular access to support services, including:

- *Case Management:* Personalized assistance to navigate housing challenges and access additional resources.

- *Financial Literacy Education:* Programs to help families budget effectively, repair credit,

and plan for future financial stability.

- *Tenant Rights Education*: Information on legal rights and responsibilities to help families avoid future eviction.

Child-Focused Support: The program works closely with Washington County Public Schools (WCPS) to ensure that children have access to educational support, tutoring, and after-school programs.

Service Delivery Locations: Support services will be available on-site, in the community, and at LHC partner organizations, providing multiple access points for families.

5. Partnerships and Collaboration

Key Partner Organizations: The program collaborates with various community organizations, including:

- Washington County Public Schools
- Community Action Council
- REACH
- Potomac Community Services
- Washington County Mental Health Authority
- Washington County Health Department
- St. John's Family Shelter
- United Way of Washington County
- Horizon Goodwill-Industries
- HPD

Landlord Engagement: The program will develop partnerships with local landlords who are open to providing housing for program participants. This engagement will include educating landlords on the benefits of participating in the program.

Legal Support Services: Families will have access to legal services to help clear past eviction records and navigate tenant rights issues.

6. Funding and Resource Allocation

Comprehensive Coverage: Program funding will cover housing stabilization costs, wraparound services, and administrative expenses, ensuring that all aspects of the program are adequately supported.

Pursuit of Additional Funding: As outcome metrics are established, the program will pursue state, federal, and private funding opportunities to expand its reach and impact.

Community Support: Efforts will be made to engage local businesses and philanthropies in supporting the program through donations, sponsorships, or in-kind contributions.

7. Outcome Measurement and Reporting

Metrics for Success: The program will track several key indicators, including:

- *Housing Stability*: The percentage of families maintaining stable housing for at least 12 months.
- *Reducing Socioeconomic Barriers*: Metrics such as job promotions, increases in household income, reductions in debt, increased credit score, access to educational opportunities and

re-establishing rental credit history

- *Child Well-Being*: Improvements in children's educational outcomes, school attendance, and social engagement.

Reporting Schedule: Progress reports will be prepared every 30 days by the assigned LHC partner case manager, using HMIS software for tracking.

Long-Term Tracking: Families' outcomes will continue to be monitored beyond the program duration, with a focus on educational achievements for children and career advancement for parents.

8. Funding Request for 2025

The Hope for Home program is seeking a total funding amount of \$990,000 to implement its vital initiatives over a duration of 24 months from the award date.

This funding will enable us to provide tailored housing support to approximately 125 families, with each family receiving up to \$5,500 in direct assistance.

The total direct support will be \$690,000 to ensure families are able to reduce barriers and secure stable housing, improving their living conditions.

In addition to financial support, the Hope for Home program is committed to offering comprehensive wraparound services and intensive case management for each enrolled family. This holistic approach will ensure that families receive not just housing assistance but also the necessary resources and support to thrive. Each family will benefit from 12 consecutive months of dedicated case management.

The total intensive case management support will be \$300,000 for the Hope for Home program.

By combining direct financial assistance with extensive case management and wraparound services, the Hope for Home program aims to empower families, promote long-term stability, and foster self-sufficiency. We believe that this integrated approach will significantly enhance the effectiveness of our program, ultimately leading to sustainable housing solutions and improved quality of life for the families we serve.

WCPS Homeless
2024-2025 School Year

As of Nov.6, 2024

School	Number
Barbara Ingram	1
Bester Elem.	23
Boonsboro Elem.	6
Boonsboro High	10
Boonsboro Middle	1
Cascade Elem.	0
Laurel/Job Dev/IFSP/Cedar Ridge	4
Clear Spring Elem	3
Clear Spring High	6
Clear Spring Middle	2
E. Russel Hicks Middle	37
Eastern Elem.	12
Emma K. Doub Elem.	8
Fountain Rock Elem.	4
Fountaindale Elem.	5
Greenbrier Elem.	0
Hancock Elem.	2
Hancock Mid/High	2
Hickory Elem.	5
Jonathan Hager Elem.	16
Lincolnshire Elem.	10
Marshall Street	3
Maugansville Elem.	12
North High	47
Northern Middle	22
Old Forge Elem.	0
Pangborn Elem.	35
Paramount Elem.	1
Pleasant Valley Elem.	0
Potomac Heights Elem.	9
Rockland Woods Elem.	8
Ruth Ann Monroe Elem.	19
Salem Avenue Elem.	27
Sharpsburg Elem.	1
Smithsburg Elem.	0
Smithsburg High	8
Smithsburg Middle	4
South High	83
Springfield Middle	15
Western Heights Middle	41
Williamsport Elem.	10
Williamsport High	39
ILC (Innovated Learning Center)	9 (counted in home school)
ConnectED (Previously ABLE)	3 (counted in home school)
Total	541

WASHINGTON COUNTY HOMELESS DATA

Doc: Washington County Homeless Data Nov 2024/Homeless Coalition/Strategic Planning/Hope for Home

HMIS COORDINATED ENTRY DATA

Date	Homeless Individuals
8/1/2024	304
8/1/2023	108
8/1/2022	142
8/1/2021	89

HUD PIT COUNT - ONE DAY COUNT IN JANUARY EACH YEAR

2024	229
2023	196
2022	216
2021	Pandemic
2020	Pandemic
2019	250
2018	199
2017	208
2016	208
2015	201
2014	107



Agenda Report Form

Open Session Item

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

From: Michelle Hutchinson, Purchasing-Washington County Health Dept.

SUBJECT: **SOR IV (State Opioid Response) Adolescent Clubhouse**

PRESENTATION DATE: **December 17th, 2024**

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: The Health Department is recommending that the Board of Health award the contract to Horizon Goodwill Industries of Washington County in the amount of \$193,425.00. For the contract period of September 30th, 2024, through June 30th, 2025.

REPORT-IN-BRIEF: **SOR IV** is a grant that is targeted to serve 55 adolescents ages 12-17 (18 if still in high school) who are at risk of, receiving treatment for, or following discharge from treatment for substance misuse/abuse, including Opioid Use Disorders (OUD) and Stimulant Use Disorders. These are not treatment programs but are rather a resource to help prevent the escalation of opioid experimentation and use and/or promote recovery in our youth. Each clubhouse uses evidence-based and promising practices such as Botvin Lifeskills, Screening Brief Intervention, and Referral to Treatment (SBIRT), Motivational Enhancement Therapy/Cognitive Behavioral Health Five Sessions (MET/CBT 5) Trauma-Informed Care (TIC), Adolescent Community Reinforcement Approach (A-CRA), The ASK Model for Cultural Responsiveness (ASK Model), Community Reinforcement Approach and Family Training (CRAFFT), etc. to provide screening, intervention and recovery to our youth. Program also supports family engagement with these high-risk youth including recommended consultation/collaboration with Family Peer Support Resources.

DISCUSSION:

FISCAL IMPACT: **100% of the funding for this contract is provided through a Maryland Department of Health State Opioid Response (SOR IV) Grant. No additional funding is being requested.**

CONCURRENCES:

ATTACHMENTS: Copy of the contract

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY25 F871N-0802
Horizon Goodwill Industries**

THIS CONTRACT (the "Contract"), is made as of the 2nd day of December, 20 24 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
200 N. Prospect St., Hagerstown, MD 21740

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 Industries agrees to the terms and conditions in RFP 2024-04 Adolescent Clubhouse for FY25. This will be option year #1 of the four (4) 1-year consecutive renewals (FY25, FY26, FY27, FY28) with 3 years remaining if the grant has budgeted funds available and both parties agree.

The scope of work or solicitation dated N/A is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated N/A is attached and incorporated by references as Exhibit N/A. 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 September 30th, 20 24 through June 30th, 20 25.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed **\$193,425.00**.
- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after services are rendered and 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 21.07.01.12(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 21.07.01.11B.

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](#).**

Washington County Health Department, LAA
State Opioid Response IV (SOR IV) Grant -
SAMHSA Adolescent Clubhouse
BH420SOR
SFY 2025 - September 30, 2024 - June 30, 2025
\$193,425

Attachment A: Statement of Work

Purpose:

Program Language:

The CSA/LAA shall provide or contract for the provision of an Adolescent Clubhouse(ACH) recovery-focused activities and/or programming.

The Adolescent Clubhouse programs are expected to serve 55 adolescents ages 12-17 (18 if still in HS) who are at risk of, receiving treatment for, or following discharge from treatment for substance misuse/abuse, including Opioid Use Disorders (OUD) and Stimulant Use Disorders. These are not treatment programs but are rather a resource to help prevent the escalation of opioid experimentation, and use, and/or promote recovery in our youth. Each unique clubhouse uses evidence-based and promising practices such as Botvin LifeSkills, Screening Brief Intervention, and Referral to Treatment (SBIRT), Motivational Enhancement Therapy/Cognitive Behavioral Health Five Sessions (MET/CBT 5), Trauma-Informed Care (TIC), Adolescent Community Reinforcement Approach (A-CRA), The ASK Model for Cultural Responsiveness (ASK Model), Community Reinforcement Approach and Family Training (CRAFT), etc. to provide screening, intervention, and recovery support to adolescents. Through various approaches to substance use intervention and recovery, the clubhouse's recovery-oriented model supports diminishing triggers and cues that led to past substance abuse and uses youth-driven recovery-focused activities to engage adolescents in more enriching and healthy ways. Programs should also support family engagement with these high-risk youth including recommended consultation/collaboration with Family Peer Support Resources.

Evaluation Language: This statement of work details the evaluation activities to be performed by grantees to meet the requirements of the Maryland State Opioid Response IV (MD-SOR IV) grant initiative. The specific activities to be performed include four core work areas:

- 1) Monthly Progress Reporting.
- 2) Government Performance Results Act (GPRA) client-level data collection.
- 3) Trauma Informed Care Training and Assessment; and
- 4) Quarterly Evidence-Based Practice (EBP) Reporting.

Performance Requirements:

Program Language:

1. Meet the deliverables as required by Behavioral Health Administration (BHA).
2. During the intake process, the ACH providers will utilize CRAFT as the main Evidence-Based Practice (EBP) Substance Use Screening Tool per individual.
 - a. The use of alternative EBP assessment tools will be approved & implemented at the discretion of the BHA-Primary Behavioral Health/ Early Intervention (PBH/EI) designee.

3. Provide recovery support and continuing care to a minimum of 55 youth (ages 12-17), 18 if the youth is still in high school) and their families, per clubhouse, who are in need of recovery support services during the implementation year grant cycle.
4. Complete the reporting requirements as required by BHA.
 - a. The CSA/LAA is required to review monthly reportings for 100% completion before submitting it to the BHA-identified platform.
 - b. The CSA/LAA will submit monthly progress reports for the previous month completed in its entirety with 100% accuracy to BHA, PBH/EI designee, by the 15th of each month to the BHA-identified platform.
 - c. The CSA/LAA will upload any/all revised monthly progress reports in its entirety with 100% accuracy within 24 hours of revisions to the BHA-identified platform.
5. The CSA/LAA is required to upload the fully completed Monthly Expense Tracker formerly known as Worksheet 3 financial document to the BHA/SOR-identified platform by the 15th of each month.
6. The CSA/LAA will report monthly to the BHA-PBH/EI designee, on the progress of hiring, supervising, training YAPRSS; and anything of relevance to the operations of the ACH.

A. Task/Activities:

At intake, the ACH providers will administer the CRAFFT Evidence-Based Practice (EBP) Screening Tool to each youth to assess for appropriate substance abuse services starting by 6/30/2025.

- **Deliverables/Milestones/Unit Measure:**
At intake, per each individual.
- **Tentative Dates/Timeframes for Delivery:** (To and from date and delivery will be monthly)
Per intake - services should start 9/30/24 – 6/30/25.

B. Task/Activities:

The ACH providers will re-administer CRAFFT Evidence-Based Practice (EBP) Screening Tool every three (3) months to evaluate for improvement or to adjust services provided to the participants at the ACH by 6/30/2025.

- **Deliverables/Milestones/Unit Measure:**
Re-administer to the youth every 90 days.
- **Tentative Dates/Timeframes for Delivery:** (To and from date and delivery will be monthly)
Every 3 months per youth - services should start 9/30/24-6/30/25.

C. Task/Activities:

The ACH providers will participate by 100% in quarterly (in-person &/or virtual) Evidence-Based Practice (EBP) training to equip staff with the knowledge and skills needed to provide appropriate delivery of services to the participants and their families by 6/30/2025.

- **Deliverables/Milestones/Unit Measure:**
Provide at minimum of 2 EBP trainings quarterly to the staff that are applicable to the initiative and population being served.
- **Tentative Dates/Timeframes for Delivery:** (To and from date and delivery will be monthly) Quarterly - services should start 9/30/24 -6/30/25.

D. Task/Activities:

The ACH providers &/or other professionals will implement intervention strategies at 100% to promote abstinence and/or recovery by facilitating monthly recovery oriented EBP trainings/groups to educate 55 youth and their families at a designated setting on the signs/symptoms of opioid overdose; administration of naloxone; signs/symptoms of substance use; risk-taking behaviors; substance use treatment resources; etc. by 6/30/2025.

● **Deliverables/Milestones/Unit Measure:**

Provide monthly trainings/groups to 55 youth & their families to include but not limited to:

1. Trauma and/or recovery-related topics
2. Peer recovery
3. Substance use psychoeducation groups

- 4. Naloxone education groups
- 5. Family support groups
- **Tentative Dates/Timeframes for Delivery:** (To and from date and delivery will be monthly)
 Quarterly - services should start 9/30/24 - 6/30/25.

E. Task/Activities:

CSA/LAA will submit monthly progress reports for the previous month with 100% completion by the 15th of each month to the BHA-identified platform by 6/30/2025.

- **Deliverables/Milestones/Unit Measure:**
 - a. Submit monthly progress reports to assess outcome measures.
 - b. Resubmit revised monthly progress reports w/in 24 hours of revisions to the BHA-identified platform.

Number individuals enrolled/served

1. Total number of new individual enrolled.
2. Total number enrolled individuals w/ Opioid Use Disorder (OUD).
3. Total number of enrolled individuals w/ Stimulant Use Disorder (StUD).
4. Total number of enrolled individuals with both OUD & StUD.
5. Total number of youth served.
6. Total number of families served.

Evidence-Based Practices (EBPs) provided:

1. Total number of EBP events/ sessions.
2. Total number of youth received EBPs.
3. Total number of families received EBPs.
4. Total number of staff trained.

Program specific services & supports received:

1. Number of youth visited the center this month.
2. Education coordinator services provided.
3. Vocational services provided.
4. Number of youth who reported paid employment.
5. Number of youth who obtained a job.
6. Number of special activities.
7. Number of off-site activities.
8. Number of parents/families served.
9. Number of critical incidents reports.

Recovery services & Supports received:

1. Number individuals receiving care coordination services.
2. Number individuals with peer support.
3. Number individuals w/ peer encounter.
4. Number individuals receiving transportation services.
5. Number individuals receiving legal services/supports.
6. Number individuals receiving self-help & support groups.
7. Number individuals receiving recovery coaching.
8. Number individuals receiving employment support.

Referrals at discharge

9. Number individuals referred to medical services.
10. Number individuals referred to crisis services.
11. Number individuals referred to outpatient substance use treatment.
12. Number individuals referred to residential treatment & services.
13. Number individuals referred to mental health or psychiatric services.
14. Other referrals.
15. Total referrals at discharge.

Training

16. Total number of training sessions.
17. Total number of individuals reached with training sessions.

- **Tentative Dates/Timeframes for Delivery:** (To and from date and delivery will be monthly)
Monthly - services should start 9/30/24 - 6/30/25.

Reporting Requirements:

The Local Jurisdiction will provide monthly reports to the Behavioral Health Administration's Contract Monitor and SOR Evaluation Team as outlined below. Not complying with reporting requirements can delay current year or future funding.

- (1) **Progress Reporting:** All SOR-funded programs are required to collect data elements that are derived from the following: federal reporting requirements; and the BHA, SOR and program-level outcomes. Programs will be required to conduct the following activities: collect program progress reporting data on SOR-funded service recipients; review collected data for accuracy and submit

aggregated progress reports to the web-based application for review by the SOR evaluation team.

Progress Reporting Requirements:

- a. Submit monthly progress reports to the web-based system by the 15th of each month 100% of the time.
- b. Make corrections to errors that are identified by the evaluation team within two business days 100% of the time.

(2) GPRA Reporting: All SOR funded GPRA eligible programs will be required to conduct the following GPRA related activities: introducing the GPRA evaluation to all SOR-funded clients, completing the participation agreement with each client, conducting the GPRA interview(s), submitting the signed participation agreement and client contact form, and submitting the completed interview(s) to the SOR Evaluation Team via the web-based platform.

GPRA-eligible initiatives include Crisis Beds, EMOCHA, Hub and Spoke, Intensive Care Coordination, Medication Adherence, MOUD in Detention Centers, OUD MEETS, Peer Recovery Supports, Recovery Residences

GPRA Performance Requirements:

- a. GPRA baseline interviews are completed on a minimum of 80% of clients who are enrolled in GPRA-eligible services.
- b. Baseline interviews are completed on 100% of clients who agree to participate in GPRA within 3 days following enrollment in a residential program or 4 days following enrollment in a non-residential program and uploaded to the Evaluation Team.
- c. Signed Participation Agreements (signed by the provider) are submitted to the evaluation team on 100% of clients served in the GPRA-eligible program. Those clients who decline participation in the GPRA evaluation will need to be signed by the provider and then submitted to the evaluation team.

(3) Trauma Informed Care Assessment: All SOR-funded programs will be required to participate in the following trauma-informed care activities: attend the Trauma Informed Organizational Assessment Tool (TIOA) training and other technical assistance events and develop an organizational trauma-informed care action plan.

Trauma Informed Care Performance Requirements:

- a. SOR-funded programs will be trained on and administer the Trauma Informed Organizational Assessment Tool (TIOA)
- b. SOR-funded organizations will develop an Organizational Trauma Informed Care Action Plan
- c. SOR-funded partner organizations will demonstrate improvement in the adoption and implementation of Trauma Informed and Healing Centered practices

(4) Quarterly Evidence Based Practice Reporting: The LAA/LBHA/CSA and SOR contractors must monitor the direct service providers to ensure interventions are adhering to the proposed EBP(s). All SOR funded programs will be required to provide quarterly updates on the implementation and adherence of EBPs that are delivered to individuals receiving prevention, treatment, and recovery services. The quarterly reporting is required to be completed by providers or staff of SOR funded initiatives.

Quarterly Evidence-Based Practice Performance Requirements:

- a. Submit a quarterly EBP report to the web-based platform on a quarterly basis. The following components are an example of elements to be collected:
 - i. Name of the EBP
 - ii. Initiative/Program where the EBP is implemented and being utilized
 - iii. Barriers to implementing the EBP, if any
 - iv. Process for ensuring interventions adhere to intended EBP
 - v. Description of, and reasons for any adaptations made to EBPs
 - vi. Mechanisms used to provide ongoing EBP training to providers
 - vii. EBP resources used for receiving technical assistance (TA) support
 - viii. Plans for any future EBP implementation
 - ix. Other - to be determined based on the discretion of BHA

Oversight and other requirements:

- All conditions of this award as detailed in the 'Condition of Award' document will be adhered to by the Local Jurisdiction (LBHA/LAA/CSA).
- The Local Jurisdiction will ensure that for all subgrantees, if any, there is an executed contract on file, which will at minimum contain expectations for the program, including service delivery, performance measures, and outcomes, reporting frequencies and formats.

Special Terms of SOR-IV Award

- SOR funds *shall not* be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, (e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA)), and non-federal funds, third party insurance, and sliding scale self-pay among others.
- SOR funds for treatment and recovery support services *shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues*. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
- Funds *may not* be expended through the grant or a sub-award by any agency that would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations, naltrexone products including extended-release and oral formulations or long-acting products such as extended-release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
- SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR § 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21

U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

- **Contingency Management (CM) must be approved by the SOR Project Director before implementation.** To mitigate the risk of fraud and abuse, while also promoting an EBP, recipients who plan to implement CM interventions as part of their SOR grant will be required to comply with special conditions before the implementation of CM. The SOR Project Director will provide the guidelines. Contingencies may be used to reward and incentivize treatment compliance. Clients may not receive contingencies totaling more than \$75 per budget period. No person shall market the availability of a CM Incentive to induce a patient to receive federally reimbursable items or services or to receive such items and services from a particular provider or supplier.
- General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 117-328, Consolidated Appropriations Act, 2023, Division H, Title V, Section 526, notwithstanding any other provision of this Act, **no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.** Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
- Recipients must also comply with SAMHSA's Standards for Financial Management and Standard Funding Restrictions in **Section H** of the Application Guide.
- All training, conference, and travel activities must first be approved by the SOR Project Director.
- Minor alterations and renovations (A&R) must receive prior approval by the SOR Project Director. Minor A&R may not include structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or change the function and purpose of the facility.
- Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR § 75.501. Guidance on determining Federal awards expended is provided in 45 CFR §75.502. Recipients are responsible for submitting their Single Audit Reports and workbooks (SF-SAC) electronically to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.
- Failure to comply with these Conditions of Award may result in the following, including but not limited to, loss of award, future audit exceptions, dis-allowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.
- SOR funds shall not be utilized to provide incentives to any Health Care Professionals for receipt of any type of Professional Development Training.

SDI Issues and Response:

The Strategic Data Initiative (SDI) reviews data-related agreements and data use policies to protect MDH data. The SDI status is covered only in the Administrative Award COA. The Award Recipient has submitted for and obtained SDI provisional approvals where appropriate, for all awards being processed per each jurisdiction.

Agreement/Approvals:

Signature of LBHA/LAA/CSA Program Staff:

 LCSW-C LAA

Printed Name of LBHA/LAA/CSA Program Staff:
Victoria E. Sterling, LCSW-C Date: 11/21/24

Signature of BHA Program Staff:

Joanne Ryles, Program Administrator II- Addictions, MDH, BHA, PBH/EI

Printed Name of BHA Program Staff:

 Date: 11/21/2024

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: _____

David Shuster, President/CEO
(Printed Name and Title)

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Date

Attachment: Exhibit A - Scope of Work



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1714) - Aviation Engineering Services for the Hagerstown Regional Airport

PRESENTATION DATE: December 17, 2024

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing, and Neil Doran, Airport Director

RECOMMENDED MOTION: Move to award the contract for on-call Aviation Engineering Services at the Hagerstown Regional Airport, with the contract Agreement being contingent upon FAA approval.

REPORT-IN-BRIEF: Qualifications & Experience submittals were received on November 20, 2024, from one (1) firm.

In accordance with FAA/MAA regulations, the selection of an aviation engineering consultant is not to be based on price proposals but rather only on consultants' qualifications and experience. The services to be performed shall include but not be limited to aviation planning services, architectural/engineering services, airport development projects, and incidental services. A Tentative List of Projects on which services may be applied is listed on the attachment to this recommendation.

The Coordinating Committee was comprised of the Airport Director (Committee Chairman Designee), County Director of Purchasing, Airport Operations & Terminal Manager, Division of Public Works and Director of Engineering.

The County accepted bids on November 20, 2024. The Invitation to Bid (ITB) was advertised on the State of Maryland's (eMMA) "*eMaryland Marketplace Advantage*" website, on the County's website, in the local newspaper, and on the County's new online bidding site, Ionwave. Fifty-two (52) persons/companies registered/downloaded the bid document online. One (1) bid was received.

The Committee unanimously recommends award of this contract to the sole proposer based on its qualifications and experience submittal. The contract is for a two-year period with an option to renew for up to three (3) consecutive one-year periods.

DISCUSSION: N/A

FISCAL IMPACT: Funding for services is budgeted within the Airport's budget based on individual projects and services as required.

CONCURRENCES: The Coordinating Committee and contingent upon approval of the contract Agreement by the FAA.

ALTERNATIVES: N/A

ATTACHMENTS: Tentative List of Projects

AUDIO/VISUAL NEEDS: N/A

**HAGERSTOWN REGIONAL AIRPORT
TENTATIVE LIST OF PROJECTS**

DESCRIPTION:		Remarks / Exceptions
1	Runway Rehabilitation Work	
	Runway 2-20 Rehabilitation [Pavement and Lighting] (Construction)	
2	Snow Removal Equipment	
	Snow Removal Loader / Plow	
	Runway Deicing Truck	
	Acquire Snow Blower (Blower 1)	
3	Taxiway Rehabilitation Work	
	Pavement Rehabilitation - T-Hangar Taxi Lanes (Design / Construction)	
	Taxiway A Rehabilitation [Pavement and Lighting] (Design / Construction)	
	Pavement Rehabilitation - TW H (Design / Construction)	
4	FAA Plans Updates	
	Wildlife Assessment	
	Update Airport Master Plan	
5	Air Traffic Control Tower Replacement	
	Air Traffic Control Tower (Design / Construction)	
6	T-Hangar / Hangar Repair Program	
	Royal Aircraft HVAC Unit	
	Roof Repairs (BLD088)	
7	Other Building Work	
	Demolition of the Old Fire Station; Removal and Reinstallation of the AOA fence and Gates	
	Terminal Building Expansion (Design / Construction) (4,800 SF)	
	Fire Station - 3rd Apparatus Bay Alterations	
	Airfield Maintenance - Salt Storage Building	
	Airport Entrance/Parking Lot Improvements/Terminal Security Bollards	
	Rehabilitate Stormwater Management Ponds	
	SNC Parking Project Paving	
	Air Park Road Utility Expansion (I-81 Sign)	
	Fuel Farm Replacement	
8	Security Enhancements	
	Perimeter Fence Replacement (Design / Construction)	
	Automatic Gate Replacement (6 gate openers)	
9	Airfield Marking / Line Painting / Cleaning Rubber Removal	
10	Equipment / Vehicle Purchases	
	ARFF Truck	
	Track Loader (Replaces Mower-3 & Mower-4)	
	Mower (Replaces Mower-8)	
	Mower (Replaces Mower-9)	
	Mower w/ Mowing deck	



Open Session Item

SUBJECT: Sole Source Procurement (PUR-1723) – ESRI Cloud Model of Geographic Information Software Enterprise License Agreement

PRESENTATION DATE: December 17, 2024

PRESENTATION BY: Brandi Kentner, CPPO, Director, Purchasing Department; Josh O’Neal, Chief Technical Officer, Information Technology

RECOMMENDED MOTION: Move to authorize a Sole Source procurement of a Esri Enterprise License Agreement for use by the Washington County Department of Information Technologies for the third and final year beginning January 4, 2025, ending January 3, 2026 for a total sum of \$113,300 from Environmental Systems Research Institute, Inc. of Redlands, CA.

REPORT-IN-BRIEF: ESRI is the software that drives all GIS-related operations for all County departments. It provides mapping and planning data essential to many aspects of Public Works and serves citizen and interagency requests and collaboration efforts around GIS data.

The Department of Information Technologies wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County’s requirements.

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

DISCUSSION: N/A

FISCAL IMPACT Funds in the amount of \$1,279,398.45 are available in 515180-10-11000 for this expenditure.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Environmental Systems Research Institute, Inc. quote dated 11/20/2024.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 11/20/2024
To: Joseph Rathvon
Organization: County of Washington
Information Technology
Fax #: 240-313-2261 **Phone #:** 240-313-2278

From: Hannah Sistos
Fax #: **Phone #:** + 19093693265 Ext. 3265
Email: hsistos@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26251633
Document Date: 11/20/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York Street
 Redlands, CA 92373
 Phone: + 190936932653265

Quotation

Date: 11/20/2024

Quotation Number: 26251633

Contract Number: SMALL GOVT ELA US

County of Washington
 Information Technology
 GIS Office
 100 W Washington St Rm 334
 Hagerstown MD 21740-4727

Attn: Joseph Rathvon
Email: jrathvon@washco-md.net
Customer Number: 268948

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Hannah Sistos

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
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Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ea_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

10	1	168181	113300.00	113,300.00
Populations of 125,001 to 150,000 Small Government Enterprise Agreement Annual Subscription (Legacy)				
Start Date: 01/04/2025				
End Date: 01/03/2026				
Subscription ID: 2103327684				

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
 For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936932653265

Quotation

Page 2

Date: 11/20/2024

Quotation Number: 26251633

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	113,300.00
Estimated Tax	0.00
Total	USD 113,300.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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Redlands, CA 92373
Phone: + 190936932653265

Quotation

Page 3

Date: 11/20/2024

Quotation No: 26251633

Customer No: 268948

Contract No: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INGT-24-0174) Purchase for Eighteen (18) Ironhorse 4000 Series Chairs for the Department of Emergency Management & Communications

PRESENTATION DATE: December 17, 2024

PRESENTATION BY: Brandi Kentner, CPPO, Director, Purchasing; Alan Matheny
Director of Emergency Management & Communications

RECOMMENDED MOTION: Move to authorize by Resolution, for the Department of Emergency Management & Communications to purchase Eighteen (18) Ironhorse 4000 series chairs from Evans Consoles Inc., of Grapevine, TX for the total sum of \$56,992.68 and to utilize another jurisdiction's contract (#EC07-23) that was awarded by Houston-Galveston Area Council (H-GAC) to Evans Consoles Inc.

REPORT-IN-BRIEF: The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. The Houston-Galveston Area Council took the lead in soliciting the resulting contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of these chairs in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from direct cost savings in the purchase of these chairs because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spending savings that the Houston-Galveston Area Council contract provides. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting, and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$56,993 are available in the 599999-10-12800-GRT150 for the cost of the procurement.

CONCURRENCES: N/A

ALTERNATIVES:

1. Process a formal bid and the County could incur a higher cost for the purchase, or
2. Do not award the purchase of chairs.

ATTACHMENTS: Evans quote dated 12/3/2024.

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2024-

***(Intergovernmental Cooperative Purchase [INTG-24-0174] for Eighteen [18] Ironhorse
4000 Series Chairs for the Department of Emergency Management and
Communications)***

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), § 1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board"), "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of § 1-106.3 provides that "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Department of Emergency Management and Communications is requesting to purchase eighteen (18) Ironhorse 4000 series chairs from Evans Consoles Inc., of Grapevine, Texas, for the total sum of \$56,992.68, and to utilize another jurisdiction's contract (#EC07-23) that was awarded by Houston-Galveston Area Council (H-GAC) to Evans Consoles Inc.

Eliminating the County's bid process will result in administrative and cost savings for the County. The County will benefit with direct cost savings because of the economies of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Department of Emergency Management and Communications is hereby authorized to purchase eighteen (18) Ironhorse 4000 series chairs from Evans Consoles Inc., of Grapevine, Texas, for the total sum of \$56,992.68, and to utilize another jurisdiction's contract (#EC07-23) that was awarded by Houston-Galveston Area Council (H-GAC) to Evans Consoles Inc.

Adopted and effective this ____ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Zachary J. Kieffer
County Attorney

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

Washington County

Project Name: Washington County Williamsport - Chairs

Project Location: Williamsport, Maryland, United States

Project Number: 24-0287 Phase 1 Revision 3

Submittal Date: December 3, 2024

Sales Lead: Jeff Nelson

Project Manager: Eden Alcazar

Manufactured Product				
	Code	Unit Price	Qty	Extended Price
Ironhorse 4000 series chair in black leather	IH-4000L	3,536.78	18	63,662.04
Sub-Total				63,662.04
Discount				
H-GAC Discount				-9,549.36
Sub-Total				54,112.68
Logistics				
Packaging				Included
Transportation (pricing subject to adjustment due to fuel cost changes)				2,880.00
Sub-Total				2,880.00
Project Total (USD, All Sales Taxes Excluded)				56,992.68

Note: Products on H-GAC Contract are marked as 'H'. Items without an 'H' are open market items. H-GAC Contract No. EC07-23

Shipping INCO Terms: CIP to Williamsport, Maryland, United States

Payment Terms:

100% due upon Shipment of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.

Quote validity period is 90 days for product and 90 days for logistics and install within North America. Outside of North America freight and installation are valid for 30 days. See Evans Terms & Conditions document for more details.

Prices will be valid for shipment six (6) months after receipt of purchase order. Any orders that have not been manufactured and shipped within this time frame may be subject to a price adjustment.

Evans accepts all major credit cards subject to service fees.

Accepted by (Title/Name): _____

Signature: _____ Date: _____

By signing this document, the signatory acknowledges that this represents a Purchase Agreement between the client and Evans Consoles with the stated scope of supply, pricing and Terms and Conditions.



Open Session Item

SUBJECT: Maryland Agricultural Land Preservation Foundation (MALPF) Re-Certification Report Approval

PRESENTATION DATE: December 17, 2024

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

RECOMMENDED MOTION: Move to approve the enclosed Final certification application of the Washington County Agricultural Land Preservation Program to present to the Maryland Departments of Planning (MDP) and Agriculture (MDA) for approval. (See note under Discussion).

REPORT-IN-BRIEF: Every five (5) years Land Preservation staff is required to prepare and submit a certification report so as to retain an additional 42% (total 75% retention) of state agricultural transfer taxes. Land Preservation Staff will submit the certification report if approved by the Board of County Commissioners to MDP and MDA. The certification report is based on questions developed at the State level to assess the County's Land Preservation Program and compliance with the Comprehensive Plan. While the certification report addresses all the county land preservation programs, Washington County has traditionally used 100% of the funds for the 60/40 match component of MALPP. A sample under fiscal impact shows the multiplying effect of both the certification and the 60/40 match mechanism.

DISCUSSION: The County's final certification report addresses several main items from the interim certification report which the State feels need to be clarified. The report discusses our plans to achieve a goal of 50,000 acres in permanent preservation. MDA and MDP understand that factors affecting our strategy will change over time and we will have on-going opportunity to update and modify our land preservation plans.

FISCAL IMPACT: The certification process allows the county to retain an additional 42% of state agricultural transfer tax. While the tax varies, in years of high farmland to residential use conversion the additional 42% has yielded several hundred thousand dollars.

Example: Collection of tax w/o certification - $\$200,000 \times 33\% = \$66,000$ then leveraged through 60/40 match = $\$165,000$. With certification - $\$200,000 \times 75\% = \$150,000$ then leveraged = $\$375,000$.

CONCURRENCES: The Agriculture Advisory Board and the Planning Commission are both required to sign off on the certification report. At this writing both the Advisory Board and Planning Commission have approved the report.

ALTERNATIVES: Decline certification and not receive the 42% additional funds from agricultural transfer tax.

ATTACHMENTS: Final Certification Report; Attachment A Map

AUDIO/VISUAL NEEDS: N/A

Based on COMAR Title 34 Department of Planning, Subtitle .03 Land Use, Chapter .03
Certification of County Agricultural Land Preservation Programs

DATE: October, 2024

COUNTY: WASHINGTON

DATE OF TRANSMITTAL:

CHECKLIST FOR CERTIFIED COUNTIES' ANNUAL REPORTS¹ - FY 20 – FY 24

I. The county agricultural preservation advisory board, or the county office of planning or county planning commission, as designated by the county, and the governing body of the county:

_____ A. Have approved the application for (re)certification of the county program (.05(A)(2)).

*Letters were signed by: John F. Barr, President, Board of County
Commissioners of Washington County, MD
David Roth, Chairman, Ag Advisory Board*

II. Financial Reporting. Both annual reports shall provide a financial report that includes:

_____ A. Estimated revenues and expenditures for the county's agricultural land transfer tax account for fiscal years that have transpired in their entirety during the certification period (.10(B)(1)(a)); and

_____ B. Revenue sources for, and estimated expenditures of, any other funds used to purchase development rights, provide financial enhancements to purchases of development rights, or administer the county's agricultural preservation program (.10(B)(1)(b)).

¹ Note: The first report is due on October 1 following the completion of the first full fiscal year of the certification period, except as extended by MDP for reasonable cause.

The second report is due on October 1 following completion of the second full fiscal year of the certification period, except as extended by MDP of reasonable cause.

Expenditure of "Other" County Funds					
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Installment Payments	\$207,889.00	\$204,254.00	\$200,618.00	\$196,983.00	\$193,347.00
Tax Credits on Easement Properties	\$162,002.00	\$167,200.00	\$172,162.00	\$172,029.00	\$206,321.00
TOTAL	\$369,891.00	\$371,454.00	\$372,780.00	\$369,012.00	\$399,668.00

___ C. Information necessary for MDP and MALPF to determine if the county is meeting its commitment of qualifying expenditures in an amount at least equal to the additional funds available to the county as a result of certification (a financial reporting form for this purpose is available from MDP) (05(D); .10(B)(2)).

As the figures above show, the county is more than meeting its commitment for qualifying expenditures.

___ D. All expenditures reported shall be identified as qualifying or non-qualifying expenditures (.10(B)(3)).

___ E. Financial reports shall be verified and signed by the county's chief financial officer or by an independent auditor (.10(B)(4)).

Financial reports for FYs 2020, 2021, 2022, 2023 and 2024 were signed by SB & Company, LLC.

III. In addition to the financial report above, the FIRST and SECOND annual report of each certification period shall include: Attachment C

___ A. An inventory of properties which have been permanently preserved by an agricultural land preservation easement during the reporting period (.10(C)(2)).

___ B. The total number of easements purchased and acreage preserved through the county and State agricultural land preservation easement purchase programs during the reporting period (.10(C)(3)).

Washington County preserved 6,684.71 acres for the five fiscal years FY 2020-FY 2024.

Washington County Land Preserved by Easement FY 2020-2024							
FY	MALPF	Rural Legacy	MET	CREP	IPP	NGFAP	Other
2020	161.66	166.69	20.00	0.00	0.00	0.00	418.63
2021	503.35	391.71	0.00	169.18	0.00	116.22	202.16
2022	423.66	578.29	0.00	277.58	0.00	0.00	351.26
2023	369.44	635.22	0.00	325.49	0.00	252.35	103.58
2024	1033.81	0.00	0.00	10.68	0.00	243.07	99.49
TOTAL	2491.92	1771.91	20.00	782.93	0.00	611.64	1175.12

- _____ C. An update on progress made to reach the milestones established in the county's most recent program development strategy (.10(C)(4)).

Provided elsewhere in checklist.

IV. In addition to the financial report and the information required in the first annual report, above, the SECOND annual report of each certification period shall include:

- _____ A. A map of all agricultural lands preserved in the county, including those preserved both during and before the certification period, showing those properties in relation to priority preservation areas (.10(D)(2)).

See Attachment A

- _____ B. A description of the programs the county has established to encourage participation of farmers in agricultural land preservation efforts, including purchase of development rights or financial enhancements related to the purchase of development rights, outside of MALPF (.05(B));

Washington County uses a full array of easement programs: MALPF, MET, Rural Legacy, MARBIDO-NGFAP, local PDRs with an IPP option, CREP, POS-Stateside and other federal programs such as transportation scenic easements.

- _____ C. An evaluation of the county's agricultural land preservation program, including the strengths and shortcomings in each of the following areas (.05(E); .05(E)(1)):

1. The ability of the county's zoning and other land use management tools to do the following in the county's priority preservation area (.05(E)(1)(a)):

- a. Limit the amount and geographic distribution of subdivision and development in accordance with established agricultural land preservation goals (.05(E)(1)(a)(i));

Washington County reports the following: "While in the past Washington County had a liberal lot allowance of 1/5 in the Agricultural Zoning, the Sustainable Growth and Agricultural Preservation Act allows a maximum of only 7 subdivision rights per parcel. 16,300 subdivision rights were lost leaving only 18,400 rights available in the rural areas."

- _____ b. Stabilize the land base (.05(E)(1)(a)(ii)); and

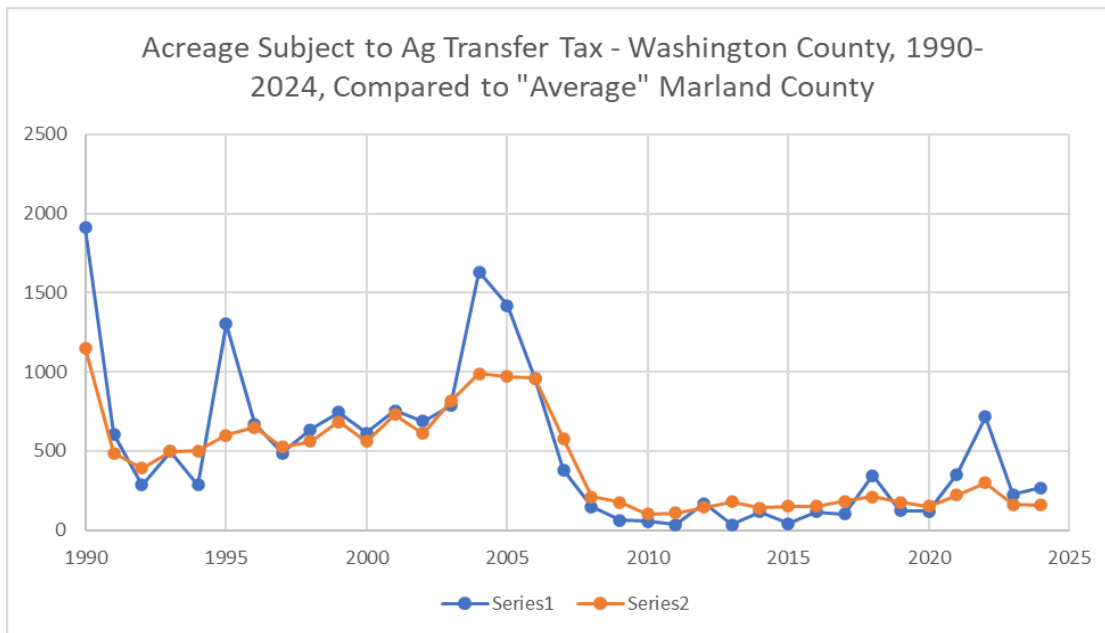
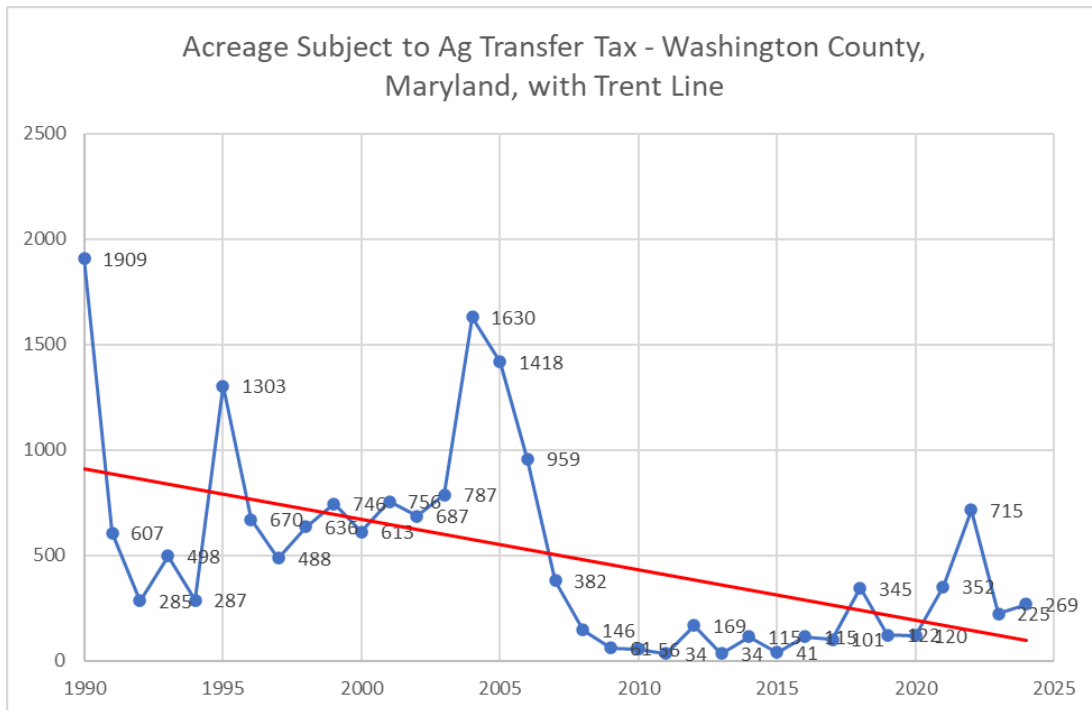
See above IV.C.1.a. In addition, the acreage subject to agricultural land transfer tax, depicted on the graph below, shows a steep decline after the 2005 downzoning, even before the economic downturn that started in FY 2009. (In 2005 Washington County made its zoning significantly more protective by changing it from 1:1 (Agriculture) or 1:3 (Conservation) to the following:

1:5 (+3 lots) Agricultural zone,

1:20 (+ 3 lots) Environmental Conservation zone,

1:30 (+ 3 lots) Preservation (Rural Legacy) zone. Plus 2 more lots at 1:50.

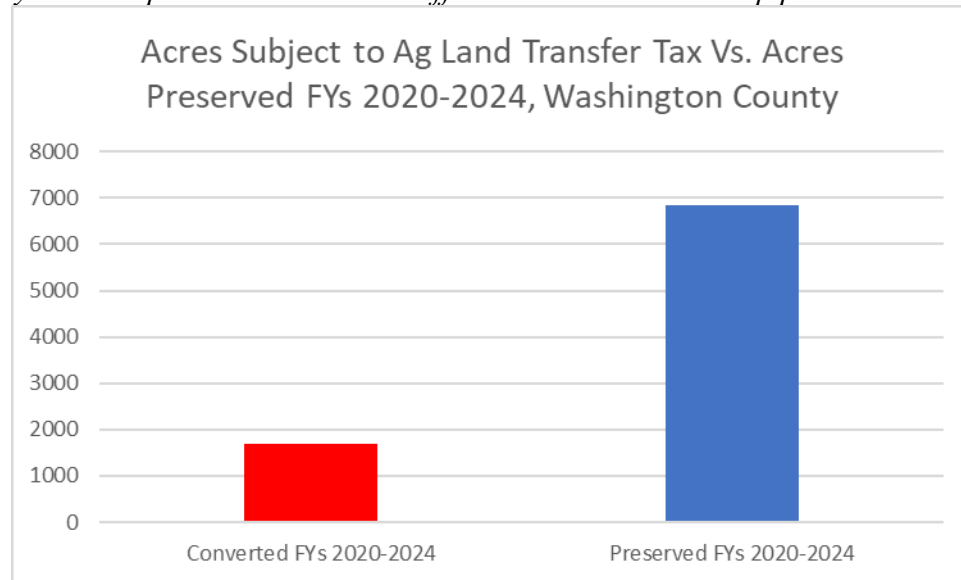
The chart below shows that since 1990, the total acreage subject to agricultural land transfer tax in Washington County is higher than in the “average” Maryland County. However, just a handful of years of development in Washington County explain all the difference. In fact, if you exclude the years 1990, and 1995 the total acreage of farmland converted in Washington County (14,469) would be lower than that for the “average” Maryland County (15,185)



Note: Series 1 = Washington County; Series 2 = Average Maryland County

- _____ c. Provide time for agricultural land preservation easement acquisition to achieve State and local preservation goals before the agricultural land resource is excessively compromised by development (.05(E)(1)(a)(iii)).

For the five-year period of FYs 2020-2024, Washington County preserved 6,853 acres while 1,681 were subject to Agricultural Land Transfer Tax. The county reports that “[s]ince the rate of conversion had slowed so significantly from past 5-year periods and the rate of protection will continue to increase with State funds being restored, it appears very likely that our permanent easement efforts will allow us to keep pace.”



- _____ 2. The ability of combined State, local, and other agricultural land preservation easement acquisition programs to permanently preserve lands in the county's priority preservation area at a rate sufficient to achieve State and local preservation goals (.05(E)(1)(b)).

Washington County reports that of the 1,387 acres permanently preserved in FY 2024, all but 564 were inside of the PPA. This number is greater than previous years, mainly because the CREP program has been opened up to the entire County (not just the Rural Legacy Area), addition of MARBIDCO's Next Generation Farmland Acquisition Program and funding has increased for MALPP easements, thereby giving the County the ability to preserve more farms, some of which are outside of the PPA. The five-year figure for acres subject to agricultural land transfer tax in the whole county was just 1,681, so easements are being acquired in the PPA at a rate sufficient to achieve State and local preservation goals.

- _____ 3. The degree to which county land use and other ordinances and regulations restrict or otherwise interfere with the conduct of normal agricultural activities in the priority preservation area (.05(E)(1)(c)).

The county's right-to-farm ordinance protects farmers by allowing any normal farm activity.

- _____ 4. The ability of county zoning, subdivision, and development regulations and policies to minimize the degree to which development in the priority preservation area interferes with normal agricultural activities (05.(E)(1)(d)).

As mentioned in IV.C.1.a above, the Sustainable Growth and Agricultural Preservation Act has countered the effects of the liberal 1:5 agricultural zoning. Meanwhile, Environmental Conservation zoning of 1:20 and Preservation zoning of 1:30 further limit development in rural areas, including PPAs. Further, in 2018 the County expanded its Rural Legacy Area, in which more than three quarters of the expanded area consists of Priority Preservation Areas.

- _____ 5. The ability of county and other farming assistance programs to support profitable agriculture and forestry activities in the priority preservation area (05.(E)(1)(e)).

The recertification application reports that "Washington County has a complete package of farmer assistance programs, including Soil Conservation, Farm Services Agency, Extension Service, Ag Marketing specialist, as well as an active farmland preservation program. In addition, we have encouraged farm support services such as feed and equipment dealers to maintain a strong presence in the County."

- _____ 6. Statistics and other factual information necessary to evaluate the county's agricultural land preservation program, such as:

- _____ a. A description of the amount of subdivision and development allowed on land within zoning districts comprising the priority preservation area, including base density and additional lots allowed for clustering, density transfers between parcels, and any other provisions affecting lot yields (.05(E)(2)(a));

See IV.C.1.4, above. As mentioned above, for the 5 years of FY 2020-2024, 1,681 acres were subject to agricultural land transfer tax countywide. However, for the same time period, a large portion of those acres were due to development within the Urban Growth Area.

- _____ b. The numbers and locations of residential parcels and acres subdivided and developed within the priority preservation area during the most recent 5-year period (.05(E)(2)(b));

- _____ c. The total acreage and locations of farms and parcels permanently preserved through agricultural land preservation easements recorded in the land records of the county during the most recent 5-year period (.05(E)(2)(c));

Program totals were provided.

- _____ d. The constraints and restrictions placed by county ordinances and regulations on normal agricultural activities, such as minimum setbacks from property boundaries (.05(E)(2)(d)); and

Washington County reports that there are no restrictions placed on normal agricultural activities.

- _____ e. The constraints and restrictions placed by county ordinances and regulations on non-agricultural development activities, in order to minimize conflicts with normal agricultural activities within the priority preservation area (.05)(E)(2)(e)).

Setbacks requiring a 50 feet buffer.

D. A program development strategy which:

- _____ 1. Describes the way in which the goals of the program will be accomplished in the county's priority preservation area, including the county's strategy to protect land from development through zoning, preserve the desired amount of land with permanent easements, and maintain a rural environment capable of supporting normal agricultural and forestry activities (.05)(F)(1)).

While Washington County's overall goal is to protect 50,000 acres in permanent preservation in the county as a whole, the PPA properties receive bonus points in the priority rankings of their easement programs. In addition, the county's easement priority ranking system gives about 25% of the total points available for properties which are contiguous to other easements. Since Washington's PPA was selected in part because of close proximity to permanently protected land, the chances are higher for protection in those areas.

The Sustainable Growth and Agricultural Preservation Act has dramatically curtailed potential lot rights in most rural areas. As mentioned previously, between 7/1/2019 and 6/30/2024 only 1,681 acres of farmland were converted. Washington County expects that trend to continue; in fact, in several cases subdivided lots have been added back to farms being preserved with easements. The county program administrator, Chris Boggs, reports, "We have often heard people in the rural area complain recently about not being able to sell lots they have spent considerable money on to subdivide. We have seen a shift from using rural areas as temporary farmland until development occurs. There is a much stronger sense of permanence now in our rural areas."

Finally, with the increased state funding levels and the county plan to use a portion of Installment Payment Program funds to gain an additional \$600,000 of MALPP 60/40 match money each cycle, Washington County reports that it is on pace to achieve our goal of 50,000 acres in permanent preservation in the next 5 to 10 years.

- _____ 2. Includes a schedule of activities the county will undertake to overcome shortcomings in the ability of county tools identified in the evaluation (.05)(F)(3)).

With the limited number of lot rights now available in the rural area, the increasing pace of preservation, and the rate of land preserved compared to land developed, Washington County is on track to reach its goal of 50,000 acres of land permanently preserved by easement. With state funding maintaining its current levels over the next few years, the county does not see obstacles to achieving its goals. Landowner interest remains very

strong for all programs and local support is high. [MDP data show about 41,000 acres under easements of all types in Washington County.]

3. Includes a schedule of milestones according to which the county hopes to overcome the identified shortcomings, including but not limited to changes the county intends to make or pursue in:

- _____ a. The county comprehensive plan, zoning, land use management tools, and related regulations and procedures (.05(F)(4)(a));

The comprehensive plan is currently being updated. The county does not expect to change its rural zoning because of the reduction of lots resulting from the Sustainable Growth and Agricultural Preservation Act, but it does intend to shrink the current Urban Growth Area, allowing for more conservation easement opportunity.

- _____ b. County easement acquisition programs (.05(F)(4)(b));

As mentioned in IV.D.2 above, the county reports that easement programs have seen increased interest, with funding being restored over the last several years at the State level and extra allocations of funding locally.

In FY2017, Washington County approved the use of County Real Estate Transfer Tax (RETT) to fund the MALPF 60/40 Match. Over the past 17 years, that funding has been used to fund the County's Installment Payment Program (IPP). Soon, the County will finish paying out those easements, and the RETT will then be used in full for the 60/40 Match, as well as other funds. The Board of County Commissioners has approved a \$1,330,000 allotment from the RETT, County ATT and State ATT towards the 60/40 Match for the FY24 MALPF Cycle, which will result in a full match from MALPF, and an overall allotment of \$3,000,000 for the 60/40 Match mechanism.

- _____ c. County ordinances, regulations, or procedures supporting or restricting normal agricultural activities (.05(F)(4)(c));

Washington County has a Right to Farm ordinance that protects all normal agricultural activities. Every property sold in the County has a statement in the Transfer Deed stating that the county protects normal farming practices.

- _____ d. County ordinances, regulations, or procedures limiting non-agricultural development activities that might interfere with the conduct of normal agricultural activities (.05(F)(4)(d));

- _____ e. County strategies or mechanisms to fund easement acquisition (.05(F)(4)(e)); and

Washington County created a 2% county piggyback agricultural land transfer tax. It runs its own PDR program, which has an Installment Payment Program (IPP). The county also accepts donated easements and uses its local share of ag transfer tax for 60/40 MALPF matching and the use of a county ag transfer tax for easements. In addition, Washington County is using IPP funds for additional leveraging in the MALPP 60/40 match. The county also has had success in obtaining easements through CREP and federal transportation funds.

_____ f. Farming assistance programs and activities (.05(F)(4)(f));
Washington County has an active Soil Conservation Service, Farm Services Agency, Ag Marketing, Extension Service and Farm Credit to help farmers.

E. An inventory, in digital or tabular form, of the properties which have been permanently preserved by a recorded conservation easement, which:

_____ 1. If in digital form, is approved by MDP for content and format (.05(G)).

_____ 2. If in tabular form, includes, for each property:

_____ a. The number of each tax map on which each parcel comprising the easement occurs (.05(G)(2)(a));

_____ b. Each grid cell number of each tax map for each parcel comprising the easement (.05(G)(2)(b));

_____ c. Each parcel number through which the property can be identified on each tax map (.05(G)(2)(c));

_____ d. The total number of acres of each easement property (.05(G)(2)(d));

_____ e. The date on which the easement became effective (.05(G)(2)(e));

_____ f. The preservation program which holds the easement (.05(G)(2)(f));

_____ g. The means through which the easement was acquired, such as purchase, transfer of development rights between private parties, or another means specified by the county (.05(G)(2)(g)); and

_____ h. The easement purchase price, if the easement was purchased through or with financial assistance from a government program (.05(G)(2)(h)).

_____ F. A description of any changes in the county priority preservation area and the priority preservation area element of the local plan (.10(D)(4)).

Washington County is nearing the completion of its update of its Comprehensive Plan. Once ratified, the County intends to complete a review and update of the Priority Preservation Area.

G. During the certification period, the county:

_____ 1. Has made reasonable progress on the recommendations and improvements scheduled in its most recent program development strategy, or can justify deviation from that strategy (.05(11)(B)(1)(c)).

We have made excellent progress in all programs since the last reporting period. We have recently surpassed the 41,000-acre mark, which puts us over eighty percent of the way toward our goal. Funding and interest in our programs continue to climb and we are optimistic of reaching our 50,000 acres of permanent preservation in the next 10 years. In that respect, we intend to review the 50,000 acre goal over the next several months in order to determine whether a revision to that goal would be beneficial.

In 2019's recertification report, Washington County listed the following new items in its program development strategy:

- ***Emphasize best management practices on preservation parcels.*** This has continued to be on the forefront of the County's preservation efforts, and is emphasized across all priority ranking formulas.
- ***Use a wider array of funding sources for matching dollars to increase funding.*** Not only has the County pursued donations from landowners and matching contributions from other agencies, but I has been able to contribute larger amounts of its own County funding over the past few years.
- ***Re-evaluate or affirm the County's Priority Ranking Formula.*** For the FY2024 MALPF cycle, the County revised and updated its Priority Ranking Formula by inverting the points relegated for the "Proximity to Growth Areas and Municipalities" category. As of the FY2024 ranking and moving forward, properties closer to growth areas and municipalities receive a greater amount of points. Previously, the further a property was from the growth area, the more points it received. The Ag Advisory Board chose to take this action due to the pressure of development toward the outskirts of the growth area.
- ***Work with the MALPF EVS Committee to devise an EVS formula for MALPF applications in Washington County.*** This never came to fruition as the Ag Advisory Board decided that the existing format of appraisals would be a better option.

The recertification application states that the county has rezoned the Urban Growth Areas in ways that will make them more attractive for development.

-
2. Has been reasonably successful in preserving agricultural land and controlling subdivisions and conversion of agricultural land consistent with State and county goals and plans to preserve agricultural land and to protect environmental quality (.05(11)(B)(1)(d)).

As mentioned above, for the five-year period of FYs 2020-2024, Washington County preserved 6,853 acres while 1,681 were subject to Agricultural Land Transfer Tax. The previous five-year report, covering the fiscal years 2015-2019, showed 2,258 acres preserved and 474 converted.

-
3. Has made significant attempts to coordinate agricultural preservation efforts with those of neighboring counties, when appropriate, and MDP and MALPF (.05(11)(B)(1)(d)).
Washington County works with other Maryland counties on a regular basis through a variety of programs. Generally, it is in the form of providing guidance for, and troubleshooting, different nuances of the many preservation programs

available. However, there have been occasions, especially along the Appalachian Trail, where we have had to consult with our Frederick County counterpart. Further, the updating of MALPF Uses Policies has been a coordinated effort with several other Administrators, as Eric Seifarth sits on the Uses Committee. In addition, we have met with land preservation officials from W.Va. to seek Federal easement funds through NRCS.

The Washington County Agricultural Land Preservation Advisory Board has approved this application for certification.

WASHINGTON COUNTY AGRICULTURAL
LAND PRESERVATION ADVISORY BOARD

By: _____
David Roth, Chairman

Approval Date: _____

The Washington County Planning Commission has approved this application for certification.

WASHINGTON COUNTY PLANNING
COMMISSION

By: _____
David Kline, Chairman

Approval Date: _____

The Board of County Commissioners of Washington County, Maryland, has approved this application for certification.

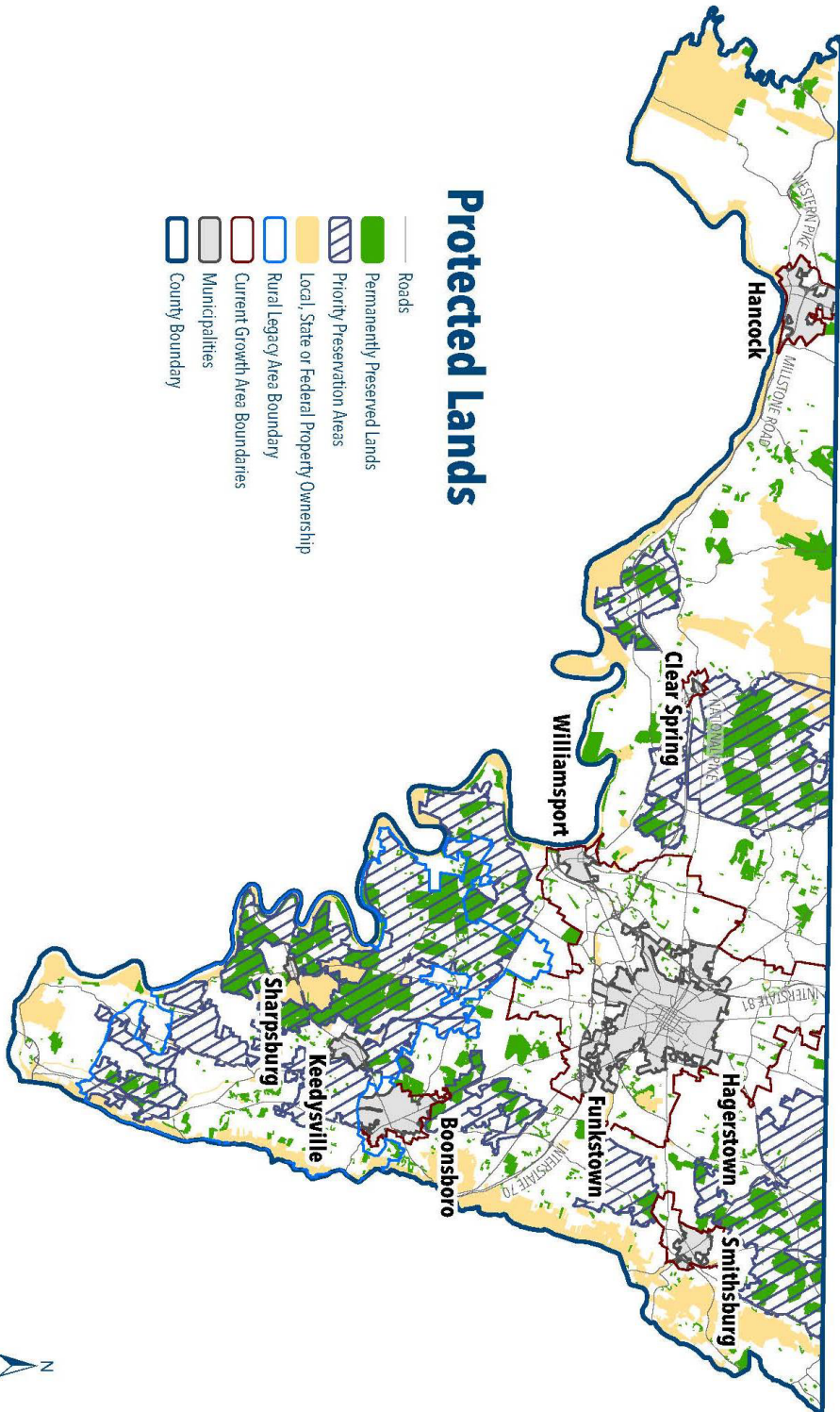
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

By: _____
John F. Barr, President

Approval Date: _____

ATTACHMENT A

WASHINGTON COUNTY, MARYLAND



Part of Maryland's Protected Lands.gov

Prepared by:
Washington County Department of Planning and Zoning
Map Date: 12/12/2016

Miles



ATTACHMENT B

YEAR ENDED JUNE 30, 2020	
REVENUES	
Agricultural Transfer Tax Collected	\$80,792
Less portion remitted to State	\$20,198
TOTAL REVENUES	\$60,594
EXPENDITURES	
Administrative expenses	\$30,000
Matching Maryland Agricultural Land Preservation Foundation acquisitions	\$80,000
TOTAL EXPENDITURES	\$110,000
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	-\$49,406
BEGINNING AVAILABLE FUNDS	\$148,124
ENDING AVAILABLE FUNDS	\$98,718
Ending fund balance per the County's June 30, 2020 Report of Collection and subtracting commitments for easements of Agricultural Transfer Tax	
	\$98,718

YEAR ENDED JUNE 30, 2021	
REVENUES	
Agricultural Transfer Tax Collected	\$482,735
Less portion remitted to State	\$120,683
TOTAL REVENUES	\$362,052
EXPENDITURES	
Administrative expenses	\$30,000
Matching Maryland Agricultural Land Preservation Foundation acquisitions	\$58,786
TOTAL EXPENDITURES	\$88,786
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$273,266
BEGINNING AVAILABLE FUNDS	\$98,718
ENDING AVAILABLE FUNDS	\$371,984
Ending fund balance per the County's June 30, 2021 Report of Collection and subtracting commitments for easements of Agricultural Transfer Tax	
	\$371,984

Washington County Recertification Application Checklist

December 12, 2016

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YEAR ENDED JUNE 30, 2022	
REVENUES	
Agricultural Transfer Tax Collected	\$1,501,017
Less portion remitted to State	\$275,254
TOTAL REVENUES	\$1,225,763
EXPENDITURES	
Administrative expenses	\$30,000
Matching Maryland Agricultural Land Preservation Foundation acquisitions	\$251,700
TOTAL EXPENDITURES	\$281,700
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$844,063
BEGINNING AVAILABLE FUNDS	\$371,983
ENDING AVAILABLE FUNDS	\$1,216,046
Ending fund balance per the County's June 30, 2022 Report of Collection and subtracting commitments for easements of Agricultural Transfer Tax	\$1,216,046

YEAR ENDED JUNE 30, 2023	
REVENUES	
Agricultural Transfer Tax Collected	\$183,592
Less portion remitted to State	\$45,898
TOTAL REVENUES	\$137,694
EXPENDITURES	
Administrative expenses	\$30,000
Matching Maryland Agricultural Land Preservation Foundation acquisitions	\$505,792
TOTAL EXPENDITURES	\$535,792
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	-\$398,098
BEGINNING AVAILABLE FUNDS	\$1,216,046
ENDING AVAILABLE FUNDS	\$817,948
Ending fund balance per the County's June 30, 2023 Report of Collection and subtracting commitments for easements of Agricultural Transfer Tax	\$817,948

Washington County Recertification Application Checklist

December 12, 2016

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YEAR ENDED JUNE 30, 2024	
REVENUES	
Agricultural Transfer Tax Collected	\$211,757
Less portion remitted to State	\$52,939
TOTAL REVENUES	\$158,818
EXPENDITURES	
Administrative expenses	\$29,997
Matching Maryland Agricultural Land Preservation Foundation acquisitions	\$685,597
TOTAL EXPENDITURES	\$715,594
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	-\$556,776
BEGINNING AVAILABLE FUNDS	\$817,948
ENDING AVAILABLE FUNDS	\$261,172
Ending fund balance per the County's June 30, 2023 Report of Collection and subtracting commitments for easements of Agricultural Transfer Tax	\$261,172

Washington County Recertification Application Checklist

December 12, 2016

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ATTACHMENT C - TOTAL ACREAGE AND LOCATIONS OF PARCELS PERMANENTLY PRESERVED					
FY 2020-2024					
NAME	MAP/GRID/PARCEL	ACREAGE	RECD DATE	PROGRAM	PURCHASE PRICE
Gehr	45/15/226	100.05	5/9/2024	MALPF	\$447,000.00
Rinehart	27/3/90	143.65	5/7/2024	MALPF	\$754,852.50
Horst	46/12/33	193.61	4/22/2024	MALPF	\$808,542.00
Hockenberry	35/7/285	111.35	4/5/2024	MALPF	\$534,000.00
Cushwa	8/21/28	135.43	3/11/2024	MALPF	\$676,500.00
Winders	39/5/443; 39/17/62	233.07	9/12/2023	MALPF	\$1,108,122.75
Horst	46/5/29	116.65	8/21/2023	MALPF	\$548,632.50
Thomas	68/15/51; 68/21/379	246.11	4/21/2023	MALPF	\$1,071,174.00
Strite	39/5/44	123.33	7/8/2022	MALPF	\$629,250.00
Hendershot	22/23/34	169.96	1/31/2022	MALPF	\$819,076.40
Blue Mountain Farm	27/15/56	253.70	11/4/2021	MALPF	\$954,787.50
Bowers	66/1/35	52.96	2/10/2021	MALPF	\$146,965.00
Long	61/3/51	159.91	1/25/2021	MALPF	\$351,224.00
Keadle	68/20/141	139.06	11/24/2020	MALPF	\$745,524.00
Houser	66/15/20	151.42	8/12/2020	MALPF	\$574,500.00
Seibert	22/1/41	77.03	3/26/2020	MALPF	\$289,500.00
Housers Produce Farm	66/16/220	84.63	12/17/2019	MALPF	\$306,000.00
Walnut Hill Farm	62/23/148; 67/5/253	114.75	5/25/2023	RLP	\$420,000.00
Kelbaugh	86/4/231	13.26	2/28/2023	RLP	\$30,443.30
Wolfinger	67/15/72	90.72	2/15/2023	RLP	\$296,059.50
Stoner River Farm	66/20/85; 66/19/100	90.89	2/9/2023	RLP	\$305,626.00
Rancho Grande	84/10/33; 81/15/230;	186.92	9/16/2022	RLP	\$650,720.00
Miller	71/5/3	138.68	8/15/2022	RLP	\$444,210.00
Kraft	77/10/40	43.89	1/5/2022	RLP	\$104,896.95
Bowman	71/2/195; 71/1/186; 66/19/29	403.18	11/30/2021	RLP	\$1,360,748.00
SHAF	80/17/296	4.22	11/29/2021	RLP	\$0.00
Baker	67/23/147	127.00	11/23/2021	RLP	\$400,000.00
Olden	81/22/61	183.67	5/27/2021	RLP	\$546,360.00
Martz-Salamone-Lemaster	84/7/6	95.27	3/9/2021	RLP	\$255,051.00
Morgan	75/18/91; 75/18/95 Lot 2	10.47	1/15/2021	RLP	\$28,066.64
Velisek	62/15/189	40.99	12/15/2020	RLP	\$119,970.00
Antietam Farms	81/17/336	61.31	11/4/2020	RLP	\$180,930.00
Hershey	72/24/49	21.60	1/16/2020	RLP	\$52,028.38
Harbaugh	81/9/143	47.87	1/6/2020	RLP	\$143,595.00
Long	80/16/268	31.25	11/14/2019	RLP	\$84,000.00
Kemp	77/17/168	46.16	9/18/2019	RLP	\$135,480.00
Hoffman	72/1/169	19.81	9/18/2019	RLP	\$53,430.00
Kline	66/2/23	10.68	9/18/2023	CREP	\$34,660.80
Stoner River Farm	66/20/85; 6/19/100	17.82	2/9/2023	CREP	\$65,755.80
Sword	55/1/1	307.67	12/28/2022	CREP	\$932,559.86
Naile	33/1/19	188.19	11/17/2021	CREP	\$262,092.19
Hood	39/7/23	89.39	8/9/2021	CREP	\$277,200.00
Draper	32/12/38	67.62	6/23/2021	CREP	\$213,642.19
MC 3220 LLC	19/1/152	81.56	4/22/2021	CREP	\$272,144.53
KB Farm Properties LLC	39/5/443	20.00	12/3/2020	CREP	\$57,700.80
Kefauver	46/2/23	116.70	3/24/2024	NGFAP	\$419,087.00
Hays	23/20/165	126.37	3/12/2024	NGFAP	\$447,570.00
Ball	63/5/46	112.31	12/29/2022	NGFAP	\$412,409.00
Strite	39/14/141	140.04	12/7/2022	NGFAP	\$489,281.00
Buhrman	63/9/61	116.22	10/1/2020	NGFAP	\$326,514.00
SHAF	76/20/111; 76/20/163	0.92	11/28/2023	ABPP	\$113,476.00
Wolf	87/6/1	116.14	12/16/2021	POS	\$313,200.00
Yost	15/19/34	63.91	9/13/2019	POS	\$109,250.00
Shepherds Spring	71/10/13	166.10	8/8/2019	POS	\$410,000.00
Blue Mountain Farm	27/15/56	20.00	6/15/2020	MET	\$0.00
ROWLAND ON HOLDINGS LLC		1.88	6/20/2024	FCE	\$0.00

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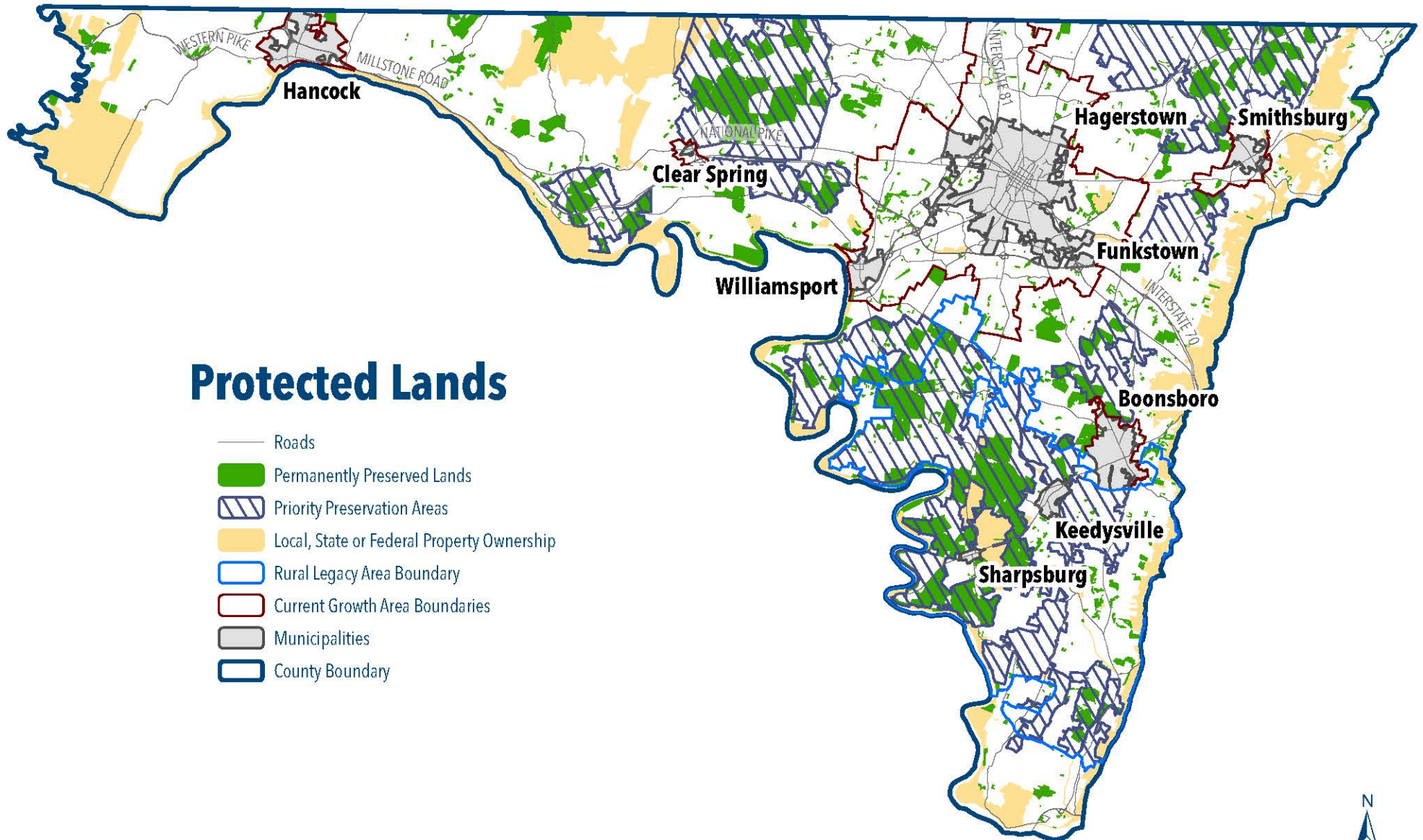
FAHRNEY KEEDY MEMORIAL HOME INC		4.11	6/18/2024	FCE	\$0.00
WILLIAM JOACIM		11.28	5/5/2024	FCE	\$0.00
ELMWOOD FARMS		0.80	4/11/2024	FCE	\$0.00
BOWMAN 2000		0.52	3/12/2024	FCE	\$0.00
AUSTIN MCKEE		1.15	3/11/2024	FCE	\$0.00
HARRISVILLE LAND		3.41	2/28/2024	FCE	\$0.00
MERITUS MEDICAL CENTER INC		7.66	2/12/2024	FCE	\$0.00
ALCAR LLC		2.47	12/11/2023	FCE	\$0.00
GOOD SHEPHERD MINISTRIES INC		2.81	11/29/2023	FCE	\$0.00
CITY OF HAGERSTOWN		0.36	11/21/2023	FCE	\$0.00
HUYETT EXTENDED LLC		5.37	11/17/2023	FCE	\$0.00
RALPH THACKER		4.74	11/8/2023	FCE	\$0.00
UNGER PROPERTIES LLC		1.36	10/25/2023	FCE	\$0.00
KKTM COMPANY		3.69	10/15/2023	FCE	\$0.00
TERRY DOYLE		2.47	10/6/2023	FCE	\$0.00
E AND A HAGERSTOWN LLC		12.76	9/14/2023	FCE	\$0.00
PACHECO & ASSOCIATES, INC		1.23	8/25/2023	FCE	\$0.00
PB HAGERSTOWN OWNER LLC		3.80	7/12/2023	FCE	\$0.00
COURIER DOON FARM LLC		13.35	7/10/2023	FCE	\$0.00
COURIER DOON FARM LLC		13.35	7/10/2023	FCE	\$0.00
DELAUTER PROPERTIES LLC		0.85	6/20/2023	FCE	\$0.00
STONER FAMILY FARMS		2.97	6/7/2023	FCE	\$0.00
JEFFERY SMITH		0.41	6/6/2023	FCE	\$0.00
1923 LLC		0.29	5/31/2023	FCE	\$0.00
VA AVE LLC		27.34	5/24/2023	FCE	\$0.00
HIGHLAND VIEW ACADEMY INC		3.77	4/20/2023	FCE	\$0.00
WILLIAM SHOWALTER		6.72	4/18/2023	FCE	\$0.00
MORNINGSIDE EAST LLC		1.17	4/3/2023	FCE	\$0.00
NEIL AND DEE ROSENSHEIN		0.62	2/27/2023	FCE	\$0.00
MERITUS MEDICAL CENTER INC		12.61	2/13/2023	FCE	\$0.00
HOPEWELL CUSHWA FARMS COMPANY LLC		6.43	12/9/2022	FCE	\$0.00
MISTY VALLEY DEVELOPMENT LLC		27.06	12/9/2022	FCE	\$0.00
GLENN EBY		4.62	12/1/2022	FCE	\$0.00
JOHN PECK		0.18	10/26/2022	FCE	\$0.00
WALZC LLC		0.53	10/7/2022	FCE	\$0.00
KINGS FARM LLC		0.89	9/30/2022	FCE	\$0.00
HARPER PARK		6.54	9/27/2022	FCE	\$0.00
BSM WILLIAMSPORT LLC		0.58	7/1/2022	FCE	\$0.00
HAGERSTOWN INDUSTRIAL PROPERTIES LLC		21.08	6/17/2022	FCE	\$0.00
WASHCO COMMISSIONERS		4.40	5/19/2022	FCE	\$0.00
GVP HAGERSTOWN LLC		19.37	4/6/2022	FCE	\$0.00
BOWMAN 200 LLC		2.65	4/6/2022	FCE	\$0.00
OAK RIDGE INVESTMENTS LLC		0.59	3/9/2022	FCE	\$0.00
ESPENKOTTER		0.33	2/8/2022	FCE	\$0.00
FELIX FOLEY LLC		3.66	2/3/2022	FCE	\$0.00
MCCLANAHAN 2006 LLC		7.53	2/3/2022	FCE	\$0.00
JAMES MCDOWELL		1.43	1/25/2022	FCE	\$0.00
NP NATIONAL PIKE LOGISTICS 1 LLC		16.67	1/24/2022	FCE	\$0.00
MARTIN KATZ		2.00	1/6/2022	FCE	\$0.00
TRAMELL CROW COMPANY		81.87	12/29/2021	FCE	\$0.00
IZMIR AKHMEDOV		1.44	12/14/2021	FCE	\$0.00
FELIX'S FOLLY LLC		12.86	11/18/2021	FCE	\$0.00
FELIX'S FOLLY LLC		12.86	11/18/2021	FCE	\$0.00
IZMIR AKHMEDOV		2.76	10/27/2021	FCE	\$0.00
MCKEE AUSTIN DOUGLAS III		1.75	10/22/2021	FCE	\$0.00
LISHA SCHETROMPF		7.26	10/7/2021	FCE	\$0.00
PRESERVE AT FOX GAP		1.84	9/28/2021	FCE	\$0.00
BEAVER CREEK INVESTMENTS LLC		1.30	9/23/2021	FCE	\$0.00
CLARIVET TORRES		1.68	9/10/2021	FCE	\$0.00
KIMBERLY MELLON		1.92	8/30/2021	FCE	\$0.00

Washington County Recertification Application Checklist

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GREG ESPENKNOTTER		1.67	8/12/2021	FCE	\$0.00
GREG ESPENKNOTTER		2.00	8/12/2021	FCE	\$0.00
EDDIE SMITH		2.14	8/4/2021	FCE	\$0.00
MACK TRUCKS INC		0.75	7/15/2021	FCE	\$0.00
BOWMAN 2000 LLC		20.86	7/15/2021	FCE	\$0.00
BURHANS VILLAGE LLC		0.45	7/12/2021	FCE	\$0.00
BOWMAN 2000 LLC		18.60	6/28/2021	FCE	\$0.00
BOWMAN 2000 LLC		1.80	6/28/2021	FCE	\$0.00
NP HAGERSTOWN INDUSTRIAL LLC		2.43	6/23/2021	FCE	\$0.00
ROBERT SMALL		0.55	5/4/2021	FCE	\$0.00
MCCLANAHAN 2006 LLC		20.01	4/15/2021	FCE	\$0.00
LGI HOMES - MARYLAND LLC		8.76	3/30/2021	FCE	\$0.00
JEFFREY LESALLEET		38.77	2/12/2021	FCE	\$0.00
NANCY DEVAULT		20.77	2/12/2021	FCE	\$0.00
GARY BEACHLEY		11.34	2/12/2021	FCE	\$0.00
PAUL AND ROBIN PHILLIS LLC		8.92	1/15/2021	FCE	\$0.00
JAMES GLENN JR		1.96	1/8/2021	FCE	\$0.00
2019 LOCKWOOD LLC		0.26	1/7/2021	FCE	\$0.00
GINNA BROWN		1.31	12/27/2020	FCE	\$0.00
FIDELITY 2004 LLC		10.56	12/15/2020	FCE	\$0.00
WRIGHT ROAD INDUSTRIAL LLC		1.59	12/11/2020	FCE	\$0.00
POTOMAC EDISON COMPANY TAX DEPARTMENT		1.82	11/18/2020	FCE	\$0.00
JONE BOWMAN		4.56	10/29/2020	FCE	\$0.00
NP HAGERSTOWN INDUSTRIAL LLC		17.36	10/22/2020	FCE	\$0.00
DAN RYAN BUILDERS		12.29	9/30/2020	FCE	\$0.00
HAGERS CROSSING R E LLC		0.57	9/25/2020	FCE	\$0.00
DAVID C LYLES DEVELOPERS		9.58	7/28/2020	FCE	\$0.00
TOWN OF FUNKSTOWN		6.21	7/28/2020	FCE	\$0.00
2019 LOCKWOOD LLC		1.10	7/28/2020	FCE	\$0.00
17119 VIRGINIA AVE LLC		1.04	7/2/2020	FCE	\$0.00
KING ROAD ASSOCIATES		0.29	6/18/2020	FCE	\$0.00
KING ROAD ASSOCIATES		0.02	6/18/2020	FCE	\$0.00
KING ROAD ASSOCIATES		0.00	6/18/2020	FCE	\$0.00
NP HAGERSTOWN INDUSTRIAL LLC		13.44	6/12/2020	FCE	\$0.00
TRACTOR SUPPLY COMPANY		3.51	5/11/2020	FCE	\$0.00
ANDREW MICHAEL		4.94	5/8/2020	FCE	\$0.00
THOMAS BENNETT AND HUNTER		3.85	5/1/2020	FCE	\$0.00
C R SEMLER LLC		48.17	4/24/2020	FCE	\$0.00
GARY BEACHLEY		28.32	4/20/2020	FCE	\$0.00
ROSEWOOD VILLAGE PHASE II-B, LLC		1.08	4/3/2020	FCE	\$0.00
RUST-OLEUM CORP		0.90	4/3/2020	FCE	\$0.00
DAVID AND SARAH SOWERS		1.43	3/18/2020	FCE	\$0.00
BOWMAN GROUP THE		7.24	3/18/2020	FCE	\$0.00
BOWMAN 2000 LLC		9.44	2/24/2020	FCE	\$0.00
ANTIETAM FARMS		1.66	2/19/2020	FCE	\$0.00
DIAKON LUTHERAN SERVICES		14.23	1/2/2020	FCE	\$0.00
SHENANDOAH MOBILE LLC		0.72	1/2/2020	FCE	\$0.00
BOARD OF EDUCATION		0.40	12/10/2019	FCE	\$0.00
NEIL AND DEE ROSENSHEIN		4.14	11/1/2019	FCE	\$0.00
NEIL AND DEE ROSENSHEIN		4.14	11/1/2019	FCE	\$0.00
ROSEWOOD PUD LOTS 17B, 17C, 20		2.73	10/25/2019	FCE	\$0.00
WESTFIELDS 8A		7.54	10/7/2019	FCE	\$0.00
WASHINGTON SPRINGS LLC		26.88	9/3/2019	FCE	\$0.00
B CREEK PROPERTIES LLC		1.48	7/11/2019	FCE	\$0.00
HOSTETTER DAVID M		2.07	7/11/2019	FCE	\$0.00
TOTAL ACREAGE		6853.53			\$21,533,808.59



Protected Lands

- Roads
- Permanently Preserved Lands
- ▨ Priority Preservation Areas
- Local, State or Federal Property Ownership
- Rural Legacy Area Boundary
- Current Growth Area Boundaries
- Municipalities
- County Boundary



Miles



Agenda Report Form

Open Session Item

SUBJECT: Hays Conservation Reserve Enhancement Program (CREP) Easement proposal

PRESENTATION DATE:

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

RECOMMENDED MOTION: Move to approve the David Allen and Samantha Lynne Hays CREP easement project, paid for 100% by the State, in the amount of \$615,347.62 for 130.21 easement acres, to adopt an ordinance approving the purchase of the easement, and to authorize the execution of the necessary documentation to finalize the easement purchase.

REPORT-IN-BRIEF: The Hays property is located at 16024 Spade Road, Hagerstown, and will protect 64 acres of woodland, 39 acres of cropland and 25 acres of pastureland, and serve to buffer roughly 6,400 linear feet of Conococheague Creek and Rush Run. The property also contains a historic house and barn on the Maryland Inventory of Historic Places. Six (6) development rights will be extinguished with this easement.

Washington County has been funded to purchase CREP easements on over 1,900 acres of land since 2010. The Hays easement will serve to both protect Maryland waterways, as well as preserve the agricultural, historic, cultural and natural characteristics of the land.

DISCUSSION: For FY 2025, the State of Maryland is awarding CREP grants to eligible properties on a project by project basis. Following County approval, the application will be submitted for State funding approval.

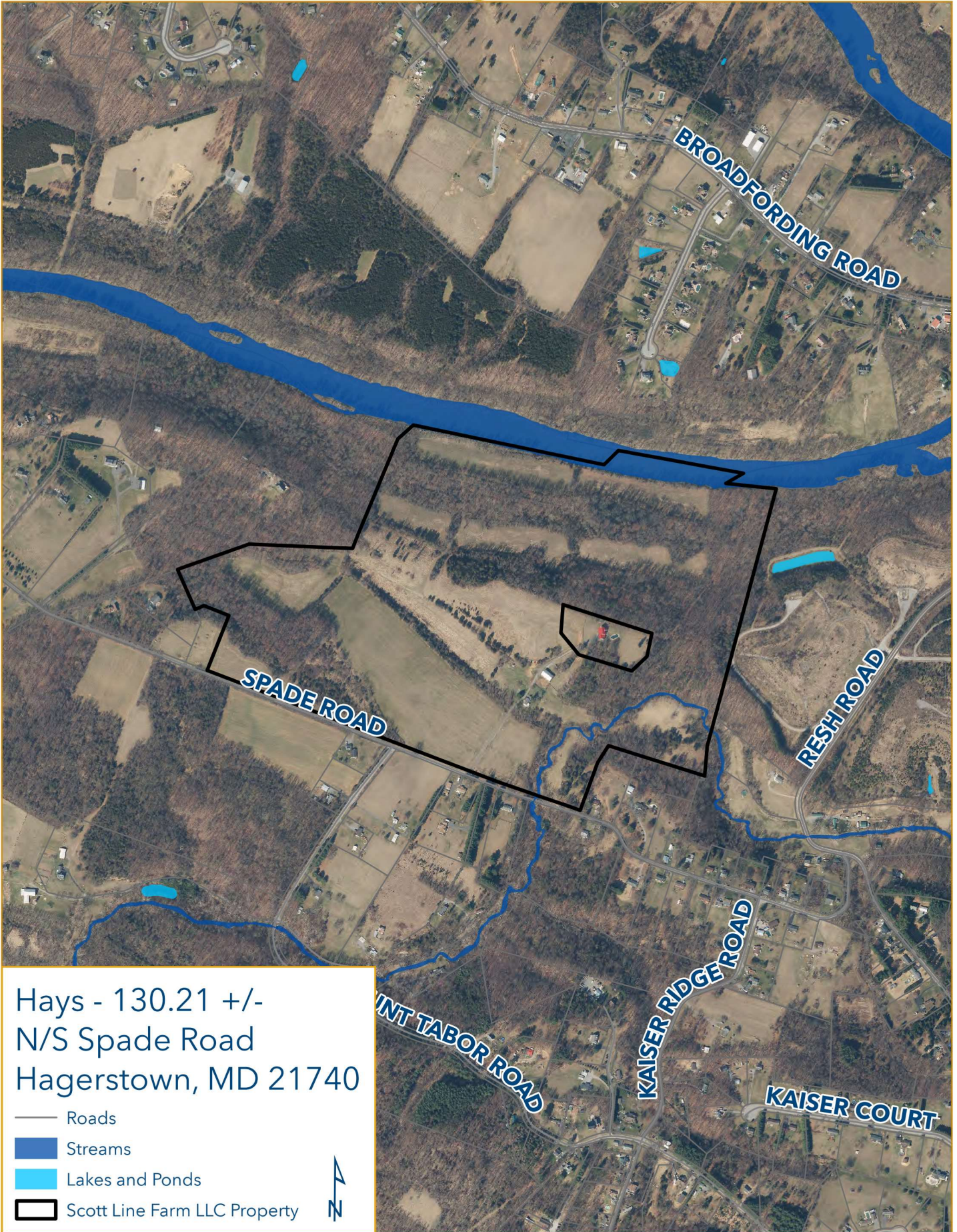
FISCAL IMPACT: CREP funds are 100% State dollars. In addition to the easement funds, the County receives up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance costs and funds to cover all legal costs and surveys.

CONCURRENCES: DNR staff approves and supports our program. A final money allocation will be approved by the State Board of Public Works.

ALTERNATIVES: If Washington County rejects these State funds for CREP, the funds will be allocated to other counties in Maryland.

ATTACHMENTS: Aerial Map, Location Map, Detail Map, Ordinance

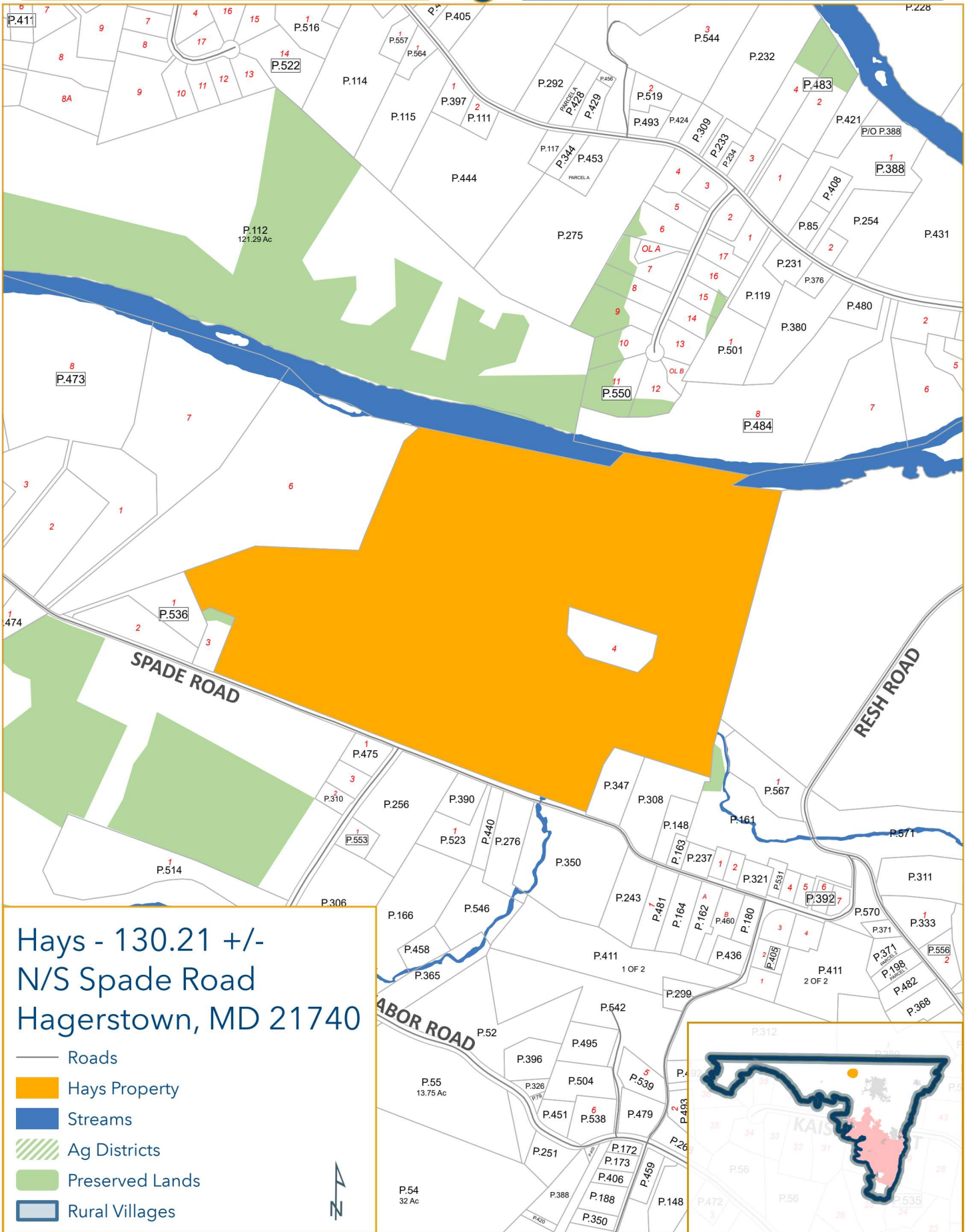
AUDIO/VISUAL NEEDS: Aerial Map



Hays - 130.21 +/-
N/S Spade Road
Hagerstown, MD 21740

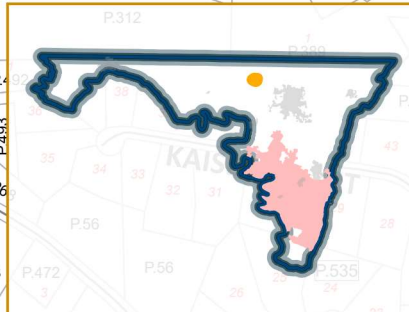
- Roads
- Streams
- Lakes and Ponds
- Scott Line Farm LLC Property





Hays - 130.21 +/-
N/S Spade Road
Hagerstown, MD 21740

- Roads
- Hays Property
- Streams
- ▨ Ag Districts
- Preserved Lands
- Rural Villages



**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION
EASEMENT UNDER THE MARYLAND CONSERVATION RESERVE
ENHANCEMENT PROGRAM (CREP)**

(Re: Hays CREP Easement)

RECITALS

1. The Maryland Conservation Reserve Enhancement Program ("CREP") is a federal-State natural resources conservation program that addresses state and nationally significant agricultural related environmental concerns related to agriculture.
2. CREP provides financial incentives to program participants to voluntarily remove cropland and marginal pastureland from agricultural production in order to improve, protect, and enhance water quality in the Chesapeake Bay watershed and replacing it with the best management practices including establishment of riparian buffers, grass plantings, forbs, shrubs and trees, stabilization of highly erodible soils, habitat restoration for plant and animal species, and restoration of wetlands.
3. Protection is provided through the acquisition of easements and fee estates from willing landowners currently holding a fifteen (15) year CREP contract and the supporting activities of CREP Sponsors and local governments.
4. For FY2025, the State of Maryland ("State") is awarding CREP grants to eligible properties on a project-by-project basis. Following County approval, the application will be submitted for State funding approval.
5. David Allen and Samantha Lynne Hays are the owners of real property consisting of 130.21 easement acres, more or less, (the "Property") in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.
6. The County has agreed to pay the approximate sum of SIX HUNDRED FIFTEEN THOUSAND, THREE HUNDRED FORTY-SEVEN DOLLARS AND SIXTY-TWO CENTS (\$615,347.62), which is a portion of the CREP Funds, to the Property Owner in exchange for a Deed of Conservation Easement on the Property (the "Hays CREP Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the purchase of the Hays CREP Easement is approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Hays CREP Easement.

ADOPTED this ____ day of December, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Victor Scarpelli
Assistant County Attorney

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

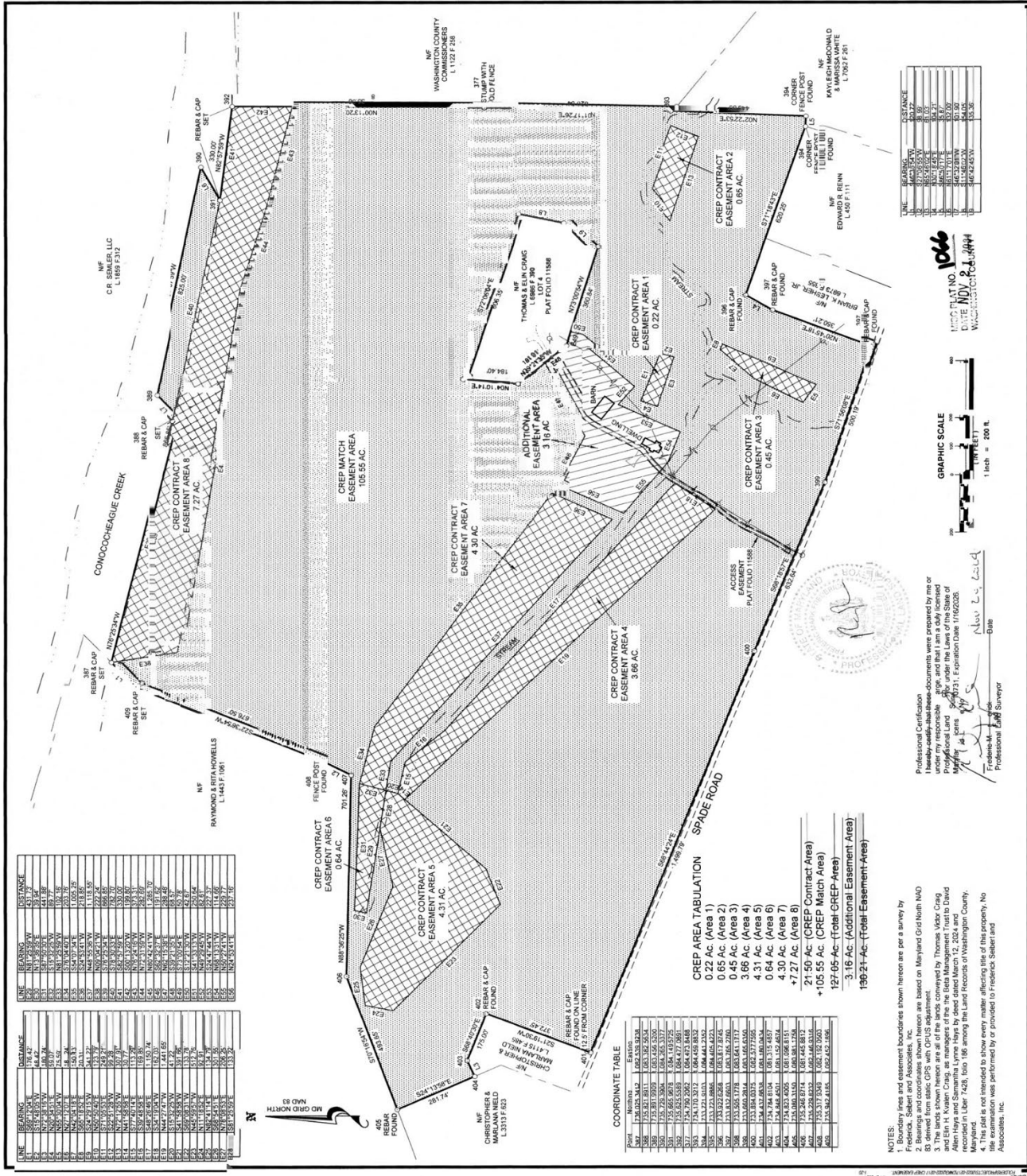
EXHIBIT A--DESCRIPTION OF EASEMENT AREA

ALL those tracts, lots or parcels of land, and all the rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 13, Washington County, Maryland, depicted on the Plat entitled "Survey of CREP Easement for David and Samantha Hays" recorded at Miscellaneous Plat Folio 1066 among the Plat Records of Washington County, Maryland, and further described on said Plat as follows:

"CREP AREA TABULATION

0.22 Ac. (Area 1)
0.65 Ac. (Area 2)
0.45 Ac. (Area 3)
3.66 Ac. (Area 4)
4.31 Ac. (Area 5)
0.64 Ac. (Area 6)
4.30 Ac. (Area 7)
+7.27 Ac. (Area 8)
21.50 Ac. (CREP Contract Area)
+105.55 Ac. (CREP Match Area)
127.05 Ac. (Total CREP Area)
3.16 Ac. (Additional Easement Area)
130.21 Ac. (Total Easement Area)"

BEING all of the same property which was conveyed from Thomas Victor Craig and Elin H. Kvalen Craig, individually and as managers of the Beta Management Trust, to David Allen Hays and Samantha Lynne Hays, as joint tenants, by Deed dated March 12, 2024, and recorded in Liber/Book 7428, Folio/Page 186 among the Land Records of Washington County, Maryland.



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	S89°45'30"W	54.77	37	N1°25'30"E	10.00
2	N1°25'30"E	54.77	38	N1°25'30"E	10.00
3	S89°45'30"W	54.77	39	N1°25'30"E	10.00
4	N1°25'30"E	54.77	40	S89°45'30"W	54.77
5	S89°45'30"W	54.77	41	N1°25'30"E	10.00
6	N1°25'30"E	54.77	42	S89°45'30"W	54.77
7	S89°45'30"W	54.77	43	N1°25'30"E	10.00
8	N1°25'30"E	54.77	44	S89°45'30"W	54.77
9	S89°45'30"W	54.77	45	N1°25'30"E	10.00
10	N1°25'30"E	54.77	46	S89°45'30"W	54.77
11	S89°45'30"W	54.77	47	N1°25'30"E	10.00
12	N1°25'30"E	54.77	48	S89°45'30"W	54.77
13	S89°45'30"W	54.77	49	N1°25'30"E	10.00
14	N1°25'30"E	54.77	50	S89°45'30"W	54.77
15	S89°45'30"W	54.77	51	N1°25'30"E	10.00
16	N1°25'30"E	54.77	52	S89°45'30"W	54.77
17	S89°45'30"W	54.77	53	N1°25'30"E	10.00
18	N1°25'30"E	54.77	54	S89°45'30"W	54.77
19	S89°45'30"W	54.77	55	N1°25'30"E	10.00
20	N1°25'30"E	54.77	56	S89°45'30"W	54.77
21	S89°45'30"W	54.77	57	N1°25'30"E	10.00
22	N1°25'30"E	54.77	58	S89°45'30"W	54.77
23	S89°45'30"W	54.77	59	N1°25'30"E	10.00
24	N1°25'30"E	54.77	60	S89°45'30"W	54.77
25	S89°45'30"W	54.77	61	N1°25'30"E	10.00
26	N1°25'30"E	54.77	62	S89°45'30"W	54.77
27	S89°45'30"W	54.77	63	N1°25'30"E	10.00
28	N1°25'30"E	54.77	64	S89°45'30"W	54.77
29	S89°45'30"W	54.77	65	N1°25'30"E	10.00
30	N1°25'30"E	54.77	66	S89°45'30"W	54.77
31	S89°45'30"W	54.77	67	N1°25'30"E	10.00
32	N1°25'30"E	54.77	68	S89°45'30"W	54.77
33	S89°45'30"W	54.77	69	N1°25'30"E	10.00
34	N1°25'30"E	54.77	70	S89°45'30"W	54.77
35	S89°45'30"W	54.77	71	N1°25'30"E	10.00
36	N1°25'30"E	54.77	72	S89°45'30"W	54.77
37	S89°45'30"W	54.77	73	N1°25'30"E	10.00
38	N1°25'30"E	54.77	74	S89°45'30"W	54.77
39	S89°45'30"W	54.77	75	N1°25'30"E	10.00
40	N1°25'30"E	54.77	76	S89°45'30"W	54.77
41	S89°45'30"W	54.77	77	N1°25'30"E	10.00
42	N1°25'30"E	54.77	78	S89°45'30"W	54.77
43	S89°45'30"W	54.77	79	N1°25'30"E	10.00
44	N1°25'30"E	54.77	80	S89°45'30"W	54.77
45	S89°45'30"W	54.77	81	N1°25'30"E	10.00
46	N1°25'30"E	54.77	82	S89°45'30"W	54.77
47	S89°45'30"W	54.77	83	N1°25'30"E	10.00
48	N1°25'30"E	54.77	84	S89°45'30"W	54.77
49	S89°45'30"W	54.77	85	N1°25'30"E	10.00
50	N1°25'30"E	54.77	86	S89°45'30"W	54.77
51	S89°45'30"W	54.77	87	N1°25'30"E	10.00
52	N1°25'30"E	54.77	88	S89°45'30"W	54.77
53	S89°45'30"W	54.77	89	N1°25'30"E	10.00
54	N1°25'30"E	54.77	90	S89°45'30"W	54.77
55	S89°45'30"W	54.77	91	N1°25'30"E	10.00
56	N1°25'30"E	54.77	92	S89°45'30"W	54.77
57	S89°45'30"W	54.77	93	N1°25'30"E	10.00
58	N1°25'30"E	54.77	94	S89°45'30"W	54.77
59	S89°45'30"W	54.77	95	N1°25'30"E	10.00
60	N1°25'30"E	54.77	96	S89°45'30"W	54.77
61	S89°45'30"W	54.77	97	N1°25'30"E	10.00
62	N1°25'30"E	54.77	98	S89°45'30"W	54.77
63	S89°45'30"W	54.77	99	N1°25'30"E	10.00
64	N1°25'30"E	54.77	100	S89°45'30"W	54.77

NOTES:
 1. Boundary lines and easement boundaries shown herein are, per a survey by Fredrick, Seibert and Associates, Inc.
 2. The easement areas shown herein are based on Maryland Grid North NAD 83 derived from static GPS with CHS15 adjustment.
 3. The lands shown herein are all of the lands conveyed by Thomas Wicker Craig and Erin H. Kuller Craig, as managers of the Belem Management Trust to David and Samantha Hays, as recorded in Liber 428, folio 186 among the Land Records of Washington County, Maryland.
 This plat is not intended to show every matter affecting title of this property. No title search has been performed by or provided to Fredrick, Seibert and Associates, Inc.



Open Session Item

SUBJECT: Voluntary Benefits

PRESENTATION DATE: December 17, 2024.

PRESENTATION BY: Chip Rose, HR Director.

RECOMMENDATION: Staff is requesting approval to offer the additional option of a ROTH savings plan to employees starting in 2025.

REPORT-IN-BRIEF: We currently contract with Nationwide to offer our employees a traditional 457(b) savings plan. They've agreed to offer our employees a ROTH savings plan at no additional cost. We simply need to update our contract to reflect we're offering both options to our employees.

DISCUSSION: We currently offer our employees access to a traditional 457(b) plan. In this Nationwide plan, contributions are taken from payroll *before taxes are taken out, which lowers the employees overall bill today*. Employees don't have to pay capital gains but when they take money out in retirement they'll owe taxes on those withdrawals. We're recommending the addition of a ROTH 457(b) plan, which allows employees the option of *paying the taxes on contributions they make today in exchange for tax-free withdrawals in retirement*. Nationwide has agreed to offer this option as an extension of our current partnership, at no additional cost.

FISCAL IMPACT: NA.

CONCURRENCES: Michelle Gordon, County Administrator.

ATTACHMENTS: NA

Nationwide Financial Services, Inc.
GOVERNMENTAL 457(b) PLAN
ADOPTION AGREEMENT

By executing this Governmental 457(b) Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a 457(b) Plan for its Employees. The Plan adopted by the Employer consists of the Governmental 457(b) Basic Plan Document (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions).

[*Note: Certain vendor agreements associated with the Plan may restrict the application of certain Plan provisions. Additionally, some State and local laws may restrict the election of certain provisions under the Plan. Please consult with legal counsel to assess the impact of State laws, local laws and/or applicable vendor agreements on the Plan.*]

SECTION 1
EMPLOYER INFORMATION

1-1 EMPLOYER INFORMATION.

Name: County of Washington, MD

Address: 100 W. Washington St., STE 251

City, State, Zip Code: Hagerstown, Maryland 21740-4727

Telephone: (240) 313-2302

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN). 52-6001037

1-3 TYPE OF EMPLOYER. (Optional)

[*Note: To adopt this Plan, the Employer must be a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, as provided under Code §457(e)(1)(A). A non-governmental tax-exempt organization, as described under Code §457(e)(1)(B), may not adopt this Plan.*]

(a) State

(b) Political Subdivision of a State

(c) Agency or Instrumentality of a State

(d) Other governmental entity: (Describe) _____

1-4 EMPLOYER'S TAX YEAR END. (Optional) The Employer's tax year ends December 31

1-5 RELATED EMPLOYERS. (Optional) List any Related Employers. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

SECTION 2
PLAN INFORMATION

2-1 PLAN NAME. Washington County 457(b) Deferred Compensation Plan

Original Effective Date: January 1, 1981

Restatement Effective Date: January 1, 2024

Plan identifier (optional): _____

2-2 TYPE OF PLAN. This Plan is a Governmental 457(b) Plan.

The Plan is intended to be a FICA Replacement Plan (as defined under Section 3.08 of the BPD).

2-3 **TYPE OF CONTRIBUTIONS. (Check all that apply.)**

- (a) Salary Deferral Contributions
- (b) Employer Matching Contributions
- (c) Employer Contributions
- (d) Rollover Contributions

2-4 **PLAN YEAR.**

- (a) Calendar year.
- (b) The 12-consecutive month period ending on _____ each year.
- (c) Other: _____

2-5 **PLAN ADMINISTRATOR.**

- (a) The Employer identified in AA §1-1.
- (b) Name: _____
Address: _____
Telephone: _____

2-6 **FROZEN PLAN.** Check this AA §2-6 if the Plan is a frozen Plan to which no contributions will be made. (See Section 3.01(c) of the BPD).

- This Plan is a frozen Plan effective _____

[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]

2-7 **DEFINITION OF DISABLED.** An individual is considered Disabled for purposes of applying the provisions of this Plan if:

- (a) The individual is covered by the Employer’s disability insurance plan and is determined to be disabled under such plan.
- (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

[Note: An Employer may elect any or all of the elections above. If more than one is selected, the hierarchy for determining whether an individual is considered Disabled is in the order listed above, unless described otherwise under separate administrative procedures or as described below.]

- (d) Alternative definition of Disabled: _____

[Note: Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan. The Employer may describe different definitions of Disabled for different purposes under the plan.]

**SECTION 3
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the BPD, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(d) and (e) of the BPD for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

- | Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Collectively Bargained Employees (as defined in Section 1.11 of the BPD), unless the Collective Bargaining Agreement provides otherwise. |

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Employees who normally work less than ___ hours a week.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Part-Time Employees (as defined in Section 1.39 of the BPD).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Seasonal Employees (as defined in Section 1.57 of the BPD).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Temporary Employees (as defined in Section 1.60 of the BPD).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Employees in an appointed or elected position.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Employees paid on an hourly basis.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Employees paid on a salaried basis.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) All other Employees except Part-Time, Temporary and Seasonal Employees.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(m) Other: _____

3-2 **INDEPENDENT CONTRACTORS.** Unless elected otherwise under subsection (a) below, Independent Contractors (as defined in Section 1.35 of the BPD) of the Employer are excluded from participation in the Plan.

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Independent Contractors may participate in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Describe any special rules applicable to Independent Contractors: _____

[Note: Select under subsection (a) the types of contributions for which Independent Contractors are eligible. If the Employer elects to allow Independent Contractors to participate in the Plan, the term Employee as used in the Plan shall include the eligible Independent Contractors, as appropriate.]

SECTION 4 MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of such Eligible Employee’s Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) One Year of Service (as defined in Section 2.03(a)(1) of the BPD and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The completion of at least ___ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier. <ul style="list-style-type: none"> <input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period. <input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(1) of the BPD for rules regarding the application of this subsection (ii).)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ___ Hours of Service during an Eligibility Computation

Deferral Match ER

Period. [*Note: If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.*]

(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).

(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:

(A) There is no minimum service requirement for participation in the Plan.

(B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

(C) Under the Elapsed Time method as defined in AA §4-3 below.

(D) Describe: _____

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3).

(A) For this purpose, a part-time Employee is any Employee whose normal work schedule is less than:

(I) ____ hours per week.

(II) ____ hours per month.

(III) ____ hours per year.

(B) Describe part-time Employees for this purpose: _____

[*Note: A part-time employee must be described as an individual who works less than a specified number of hours during a standard work week.*]

(6) Eligibility service will be determined under the Elapsed Time method as described in AA§4-3 below.

(7) Describe eligibility conditions: _____

Describe eligibility conditions: _____

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Deferral Match ER

(1) There is no minimum age for Plan eligibility.

(2) Age 21.

(3) Age ____.

(c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[*Note: This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.*]

4-2 **ENTRY DATE.** An Eligible Employee who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of such Eligible Employee’s Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2. [*Note: If any of (b) – (g) is completed for a contribution source, also complete one of (h) – (l) for the same contribution source.*]

Deferral Match ER

(a) **Immediate.** The date the minimum age and service requirements are satisfied.

(b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.

(c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.

(d) **Monthly.** The first day of each calendar month.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Payroll period. The first day of the payroll period. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (f) The first day of the Plan Year. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (g) Describe Entry Date: _____ |

An Eligible Employee’s Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee’s Entry Date is the Entry Date:

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (h) next following satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (i) coinciding with or next following satisfaction of the minimum age and service requirements. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (j) nearest the satisfaction of the minimum age and service requirements. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (k) preceding the satisfaction of the minimum age and service requirements. |
| N/A | <input type="checkbox"/> | <input type="checkbox"/> | (l) coinciding with or preceding the satisfaction of the minimum age and service requirements. |

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (m) Describe special rules for determining Entry Dates under the Plan: _____ |

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.33 of the BPD for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the BPD). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the BPD).

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.

- | Deferral | Match | ER | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Eligibility Computation Period. The Plan will use Anniversary Years for all Eligibility Computation Periods. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time method. [<i>Note: Check the same contribution source as checked in AA §4-1(a) above.</i>] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(5) of the BPD.) <ul style="list-style-type: none"> <input type="checkbox"/> (1) For Deferral, must complete a ____ period of service <input type="checkbox"/> (2) For Match, must complete a ____ period of service <input type="checkbox"/> (3) For ER, must complete a ____ period of service |

- | | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| Deferral | Match | ER | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input checked="" type="checkbox"/> (2) Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. <p>If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period worked. <input type="checkbox"/> (7) Hours worked. 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. <input type="checkbox"/> (8) Regular time hours. 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Special eligibility provisions. The following special eligibility provisions apply: _____ |

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of such Employee’s Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| Deferral | Match | ER | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) Automatic Eligibility. An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service conditions: <ul style="list-style-type: none"> <input type="checkbox"/> (1) the Effective Date of this Plan (as designated on the Employer Signature Page, as applicable) <input type="checkbox"/> (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page) <input type="checkbox"/> (3) _____ [insert date] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Describe other effective date provisions: _____ |

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and/or allocation conditions under this Plan.

- (a) Identify Predecessor Employer(s):

The Plan will count service with the following Predecessor Employers:

	Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (b) The following special rules apply with respect to service with a Predecessor Employer: _____

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.61 of the BPD for a specific definition of the various types of Total Compensation.

- (a) W-2 Wages
- (b) Code §415 Compensation
- (c) “Simplified” Code §415 Compensation
- (d) Wages under Code §3401(a)

[For purposes of determining Total Compensation, each definition includes pre-tax contributions to a Code §125 cafeteria plan, Code §401(k), Code §403(b) or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.**

(a) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation (as defined in Section 1.61 of the BPD) includes post-severance compensation, to the extent provided in Section 1.61(b) of the BPD. For this purpose, severance pay is always excluded from the definition of Plan Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the calendar year in which severance occurs is included in Plan Compensation, unless excluded under this subsection (a). See Section 1.61(b) of the BPD.

The following amounts paid after a Participant’s severance from employment are excluded from Plan Compensation.

- (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
 - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.
- (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants. To count Total Compensation paid after Severance from Employment on account of disability (as defined in Code §22(e)(3)), check the box below.
- Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3).

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Salary Deferrals (as defined in Section 1.55 of the BPD), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Shift differentials are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Exclusions as described by the applicable Collective Bargaining Agreement.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Amounts received for services performed for a non-signatory Related Employer are excluded.

[Note: If this subsection is not elected, amounts received for services

Deferral	Match	ER	
			<i>performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) “Deemed §125 compensation” as defined under Total Compensation. (See Section 1.61(d) of the BPD.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Amounts received after Severance from Employment are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(m) Differential Pay (as defined in Section 1.61(e) of the BPD) is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(n) Describe adjustments to Plan Compensation: _____

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [*Note: If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.*]

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on ____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation paid while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation paid while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.45 of the BPD.)

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All compensation paid during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

**SECTION 6
EMPLOYER CONTRIBUTIONS**

6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

- Yes
 No [*If No, skip to Section 6A.*]

[*Note: Any Employer Contribution made pursuant to this AA §6 will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the BPD.*]

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3 and AA §6-4, as applicable.

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
- (1) _____% of each Participant’s Plan Compensation.
 - (2) \$_____ for each Participant.
 - (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
 - (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

- (c) **Service-based contribution.** The Employer will make:
- (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
 - (2) **Fixed percentage.** ___% of Plan Compensation paid for each period of service designated below.
 - (3) **Fixed dollar.** \$ ___ for each period of service designated below.
- The service-based contribution selected under this (c) will be based on the following periods of service:
- (4) Each Hour of Service
 - (5) Each week of employment
 - (6) Describe period: _____
- The service-based contribution is subject to the following rules:
- (7) Describe any special provisions that apply to service-based contribution: _____
- (d) **FICA Replacement Contribution.** (See Section 3.08 of the BPD).
- (1) The Employee will make the 7.5% of Plan Compensation mandatory contribution.
 - (2) The Employer will make the 7.5% of Plan Compensation mandatory contribution.
 - (3) The Employee will make a mandatory contribution equal to ___% of Plan Compensation and the Employer will make a mandatory contribution equal to ___% of Plan Compensation.
- [*Note: The combined Employer and Employee contribution must equal at least 7.5% of Plan Compensation.*]
- (e) **Contributions of accrued sick, PTO and/or vacation leave.**
- (1) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave as follows: _____
 - (2) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid PTO leave as follows: _____
 - (3) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave as follows: _____
- (f) Describe Employer Contribution formula: _____

6-3 **ALLOCATION FORMULA.**

- (a) **Pro rata allocation.** The Employer Contribution under AA §6-2(a) will be allocated as:
 - (1) a uniform percentage of Plan Compensation or
 - (2) a uniform dollar amount
- (b) **Allocation under fixed Employer Contribution.** If a fixed Employer Contribution is selected in AA §6-2(b), the Employer Contribution will be allocated in accordance with the selections made in AA §6-2(b).
- (c) **Discretionary allocation.** The Employer Contribution under AA §6-2(a) will be allocated in the sole discretion of the Employer in a manner solely determined by the Employer.
- (d) **Service-based allocation.** The service-based Employer Contribution selected in AA §6-2(c) will be allocated in accordance with the selections made in AA §6-2(c).
- (e) **Describe other allocation method:** _____

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4.

- (a) **Period for determining Employer Contributions.** In determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation paid during the Plan Year, unless this (a) is selected and one of (1) – (4) is selected below.
- Alternatively, the Employer may elect to base the Employer Contributions on Plan Compensation paid during the following period:
- (1) Plan Year quarter
 - (2) calendar month
 - (3) payroll period
 - (4) Other: _____
- [*Note: Although Employer Contributions are determined on the basis of Plan Compensation paid during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period.*]

- (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
 - (1) ___% of Plan Compensation
 - (2) \$___
 - (3) Describe: _____
- (c) **Offset of Employer Contribution.**
 - (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [insert name of plan(s)].
 - (2) In applying the offset under this subsection, the following rules apply: _____
- (d) **Special rules.** The following special provisions apply with respect to Employer Contributions: _____

6-5 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive an Employer Contribution, must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan. [Note: The Plan may not impose allocation conditions on FICA Replacement Contributions.]

- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
 - (1) ___ Hours of Service during the Plan Year.
 - (2) ___ consecutive days of employment with the Employer during the Plan Year.
 - (3) ___ consecutive months of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6-5 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-5, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.
 - (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
 - (i) Plan Year quarter
 - (ii) calendar month
 - (iii) payroll period
 - (iv) Other: _____
 - (2) **Application to allocation conditions.** If this subsection (2) is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-5, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
 - (i) Only the employment condition will be based on the period selected in subsection (1) above.
 - (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
 - (iii) Describe any special rules: _____
- (e) **Exceptions.**
 - (1) The above allocation condition(s) will **not** apply if an Employee, during the Plan Year:
 - (i) dies.
 - (ii) has a Severance from Employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) has a Severance from Employment after attaining Normal Retirement Age.
 - If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
 - (v) has a Severance from Employment after attaining Early Retirement Age.
 - If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
 - (vi) is on an authorized leave of absence from the Employer.

- (2) The exceptions selected under subsection (1) do not apply to:
 - (i) an employment condition designated under this AA §6-5.
 - (ii) a minimum service condition designated under this AA §6-5.
 - (iii) a Discretionary Employer Contribution.
 - (iv) a Fixed Employer Contribution.
- (f) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to:
 - (1) All Employees.
 - (2) Only Employees for whom the Employer does not maintain hourly records. For all other Employees, actual hours worked will be used.
- (g) **Elapsed Time Method.** For purposes of determining an Employee’s service for allocation purposes, the Plan will use the Elapsed Time Method.
- (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

6-6 **OPTIONAL TREATMENT OF EMPLOYER CONTRIBUTIONS AS ROTH CONTRIBUTIONS.** Unless elected otherwise below, a Participant may not elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Roth contribution.

- (a) A Participant MAY elect to treat a nonforfeitable Employer Contribution made on behalf of such Participant as a Roth contribution. [*Note: The Employer and/or Plan Administrator will develop operational procedures to assist in administering this election.*]
- (b) Describe any special rules relating to the optional treatment of nonforfeitable Employer Contributions as a Roth contribution: _____

6-7 **SPECIAL RULES APPLICABLE TO EMPLOYER CONTRIBUTIONS.** The following special rules apply to Employer Contributions: _____

SECTION 6A
SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?

- Yes
- No [*If “No” is checked, skip to Section 6B.*]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Code §457(e)(15) Maximum Contribution Limit.

- (a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:
 - (1) _____% of Plan Compensation.
 - (2) \$_____.

[*Note: If both (1) and (2) are checked, the deferral limit is the lesser of the amounts selected.*]

Any limit described in subsection (1) or (2) above applies with respect to the following period:

 - (3) Plan Year.
 - (4) the portion of the Plan Year during which the individual is eligible to participate.
 - (5) each separate payroll period during which the individual is eligible to participate.
- (b) **Limits on Salary Deferrals on bonus payments.** [*Note: This §6A-2(b) only may be selected if bonus payments are not excluded under AA §5-3.*]
 - (1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation. Employees may defer any amounts out of bonus payments, subject to the Code §457(e)(15) Maximum Contribution Limit and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election or in separate administrative procedures.
 - (2) A Participant may defer up to ____% (*not to exceed 100%*) of any bonus payment (subject to the Code §457(e)(15) Maximum Contribution Limit) without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Reduction Agreement election or in separate administrative procedures.

- (3) Describe special rules applicable to deferrals on bonus payments: _____
- (c) **Deferral of sick, vacation, PTO and back pay.** Unless otherwise elected below, a Participant may elect to defer accrued sick pay, accrued vacation pay, accrued PTO pay, or back pay if: (1) such pay is otherwise included in Plan Compensation; (2) the Participant timely enters into a Salary Reduction Agreement with respect to such pay; and (3) the Participant is an Employee in the month of deferral.
- A Participant may NOT defer accrued sick pay, accrued vacation pay, accrued PTO or back pay.
- (d) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

- (a) ____% of Plan Compensation for a payroll period.
- (b) \$____ for a payroll period.
- (c) Describe. _____

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions (as defined in Section 3.03(d) and (e) of the BPD) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- (a) Age 50 Catch-Up Contributions are not permitted under the Plan.
- (b) Special 457 Catch-Up Contributions are not permitted under the Plan.
- (c) Describe any special rules applicable to the Age 50 Catch-Up Contributions or Special 457 Catch-Up Contributions: _____

6A-5 **ROTH DEFERRALS.**

(a) **Availability of Roth Deferrals.**

- (1) Roth Deferrals are permitted under the Plan.
- (2) Roth Deferrals are not permitted under the Plan.

[Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8 below.]

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from such Participant's Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. If a Participant fails to designate the Account, the Plan Administrator may distribute amounts pursuant to a separate administrative policy.

Alternatively, the Employer may designate the order of distributions for the distribution types listed below:

(1) **Distributions and withdrawals.**

- (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
- (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
- (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

(2) **Distribution of Excess Deferrals.**

- (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.
- (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.
- (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

(c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) must be checked.

- (1) **Effective date.** Effective _____ [not earlier than 1/1/2013], a Participant may elect to convert all or any portion of such Participant's non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[*Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.*]

- (2) **In-Service Distribution.**
- (i) For a Participant to convert such Participant's eligible contributions to Roth through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. [*Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]
 - (ii) For a Participant to convert such Participant's eligible contributions to Roth through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 are eligible for In-Plan Roth Conversion.
- (3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan. To override this default provision and limit the contribution sources available for In-Plan Roth Conversion, select the applicable contribution sources below:
- (i) Pre-tax Salary Deferrals
 - (ii) Employer Contributions
 - (iii) Matching Contributions
 - (iv) Rollover Contributions
 - (v) Describe: _____
- (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).
- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).
 - (ii) A Participant may not make an In-Plan Roth Conversion of less than \$ ___ (may not exceed \$1,000).
 - (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.
[*Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.*]
 - (iv) Only Participants who are current Employees are allowed to make In-Plan Roth Conversions.
 - (v) The ability to make In-Plan Roth Conversions is limited to the following events: _____
 - (vi) Describe: _____
- (5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).
- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.03 of the BPD.
[*Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.03 of the BPD.*]
 - (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the BPD and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.
[*Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the BPD.*]
- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted in the same manner as permitted for Roth Deferrals, as set forth under AA §9-2, unless designated otherwise under this subsection (6).
- Describe distribution options: _____
- (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: _____

6A-6 SALARY REDUCTION AGREEMENT ELECTIONS.

- (a) **Change or revocation of Salary Reduction Agreement election:** A Participant's election to change or resume a Salary Reduction Agreement election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a Salary Reduction Agreement election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative Salary Reduction Agreement to defer (or to not defer) will cease upon Severance from Employment and the Participant will need to make a new election upon rehire.

- Participant's affirmative election does not cease upon Severance from Employment.** If this subsection (b) is selected, a terminated Participant's affirmative Salary Reduction Agreement election to defer (or to not defer) **will not cease** upon Severance from Employment and the Participant's affirmative Salary Reduction Agreement election to defer (or to not defer) in effect at the time of Severance from Employment will apply upon rehire.

[*Note: The Employer may modify the rules applicable to rehired Employees under the Salary Reduction Agreement or other administrative procedures.*]

6A-7 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03(c) of the BPD, unless provided otherwise under this AA §6A-7. [*Note: Some States through anti-garnishment laws or otherwise may not allow Automatic Contribution Arrangements.*]

- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Reduction Agreement election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:

(i) The Effective Date of this Plan as set forth under the Employer Signature Page.

(ii) _____ [*insert date*]

(iii) As set forth under a prior Plan document.

[*Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]

- (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03(c) of the BPD. [*Note: Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03(c) of the BPD.*]

(i) **Automatic Contribution Arrangement features determined under separate administrative procedures.** The Employer has described the features of its Automatic Contribution Arrangement in a separate administrative policy which is incorporated by reference into this Plan. To the extent that either (ii) or (iii) below is not completed, those features of the Automatic Contribution Arrangement will be determined by the terms of a separate administrative policy.

(ii) **Automatic deferral percentage.**

(A) ____% of Plan Compensation

(B) \$____

(iii) **Automatic increase.** If elected under this subsection (iii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the BPD.)

(A) ____% of Plan Compensation

(B) \$____

(C) Describe: _____

Any automatic increase elected under this subsection (iii) will not cause the automatic deferral amount to exceed:

(D) ____% of Plan Compensation

(E) \$____

(F) Describe: _____

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3).
- (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(ii). Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
- (D) Describe: _____
- (iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iii).
- Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]
- (iv) **Expiration of affirmative deferral elections.** Unless this subsection (iv) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iv) is elected, a Participant's affirmative deferral election will expire:
- (A) at the end of each Plan Year.
- (B) Describe date that the affirmative election will expire: _____
- If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.
- [*Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]
- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(iii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(iii) of the BPD.)
- (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(iii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.
- (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(iii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the _____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- (iii) **Effective date.** The automatic increase described under subsection (2)(iii) is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- (A) The anniversary of the Participant's date of hire.
- (B) The anniversary of the Participant's first automatic deferral contribution.
- (C) The first day of each calendar year.
- (D) Other date: _____
- (iv) **Special rules:** _____

- (5) **Treatment of Employees who have a Severance from Employment and who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee had a Severance from Employment).
- (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant’s deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
 - (ii) **Describe special rules applicable to rehired employees:** _____
- (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
- (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c) of the BPD), a Participant who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if a Participant does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to Severance from Employment), the Plan may allow such Participant to take a permissive withdrawal, but only with respect to default contributions made after the Participant’s return to employment.
 - The ability to take permissible withdrawals does not apply to rehired Participants, even if such Participants have not made automatic deferrals to the Plan for an entire Plan Year due to Severance from Employment.
 - (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (b) are not available.
 - (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than ____ [*may not be less than 30 or more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- (c) **Other automatic contribution provisions:** _____

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.03(a) of the BPD.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
 - (2) ____ (insert date).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of September 25, 2024. [*Note: If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.*]

SECTION 6B
MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes
- No [*Check this box if there are no Matching Contributions. If “No” is checked, skip to Section 7.*]

[*Note: Any Matching Contribution made pursuant to this AA §6B will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the BPD.*]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below.

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution and how such Matching Contribution is allocated to Participants.

- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
- (1) ___% of Salary Deferrals made for each period designated in AA §6B-5 below.
 - (2) \$___ for each period designated in AA §6B-5 below.
 - (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
 - (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
- (c) **Tiered match.** The Employer will/may make a Fixed/Discretionary Matching Contribution to all Participants based on the following tiers of Salary Deferrals.

- (1) **Tiers as percentage of Plan Compensation.**

Salary Deferrals	Fixed Match	Discretionary Match
------------------	-------------	---------------------

- (i) Up to ___% of Plan Compensation _____%
- (ii) From ___% up to ___% of Plan Compensation _____%
- (iii) From ___% up to ___% of Plan Compensation _____%
- (iv) From ___% up to ___% of Plan Compensation _____%

- (2) **Tiers as dollar amounts.**

Salary Deferrals	Fixed Match	Discretionary Match
------------------	-------------	---------------------

- (i) Up to \$___ _____%
- (ii) From \$___ up to \$___ _____%
- (iii) From \$___ up to \$___ _____%
- (iv) Above \$___ _____%

- (d) **Year of Service match.** The Employer will/may make a fixed %/Discretionary Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
------------------	------------	---------------------

- (1) From ___ up to ___ Years of Service _____%
- (2) From ___ up to ___ Years of Service _____%
- (3) From ___ up to ___ Years of Service _____%
- (4) From ___ up to ___ Years of Service _____%
- (5) Years of Service equal to and above ___ _____%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

- (e) **Other Matching Contribution Formula:** _____

6B-3 CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”). Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals, Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:
- (1) Pre-tax Salary Deferrals
 - (2) Roth Deferrals
 - (3) Age 50 Catch-Up Contributions
 - (4) Special 457 Catch-Up Contributions

- (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____
- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____
- [Note: This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §457(b) plan, a §401(a) qualified plan, or Code §403(b) plan.]*
- (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.

- (a) **No limits apply.** All Salary Deferrals are eligible for Matching Contributions.
- (b) **Limit on Salary Deferrals.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Salary Deferrals that do not exceed:
- (1) _____% of Plan Compensation.
- (2) \$_____.
- (3) A discretionary amount determined by the Employer.
- (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- (1) _____% of Plan Compensation.
- (2) \$_____.
- (d) **Special limits:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Salary Deferrals for the **Plan Year**. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, check one of (a) – (d) below.

- (a) payroll period (b) Plan Year quarter
- (c) calendar month (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. See Section 3.04(c) of the BPD for a discussion of the “true up” requirements applicable to Matching Contributions.]

6B-6 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

- (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
- (1) _____ Hours of Service during the Plan Year.
- (2) _____ consecutive days of employment with the Employer during the Plan Year.
- (3) _____ consecutive months of employment with the Employer during the Plan Year.
- (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-6 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-6, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the BPD for a description of the rules for applying the allocation conditions on a periodic basis.)
- (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- (i) Plan Year quarter
- (ii) calendar month

- (iii) payroll period
- (iv) Other: _____
- (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-6, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
 - (i) Only the employment condition will be based on the period selected in subsection (1) above.
 - (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
 - (iii) Describe any special rules: _____
- (e) **Exceptions.**
 - (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
 - (i) dies.
 - (ii) has a Severance from Employment due to becoming Disabled.
 - (iii) becomes Disabled.
 - (iv) has a Severance from Employment after attaining Normal Retirement Age.
 - If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
 - (v) has a Severance from Employment after attaining Early Retirement Age.
 - If this box is checked, this waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent Severance from Employment.
 - (vi) is on an authorized leave of absence from the Employer.
 - (2) The exceptions selected under subsection (1) do not apply to:
 - (i) an employment condition designated under this AA §6B-6.
 - (ii) a minimum service condition designated under this AA §6B-6.
 - (iii) a Discretionary Matching Contribution.
 - (iv) a Fixed Matching Contribution.
- (f) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for allocation purposes, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the BPD). The Equivalency Method will apply to:
 - (1) All Employees.
 - (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- (g) **Elapsed Time Method.** For purposes of determining an Employee's service for allocation purposes, the Plan will use the Elapsed Time Method
- (h) **Describe** any special rules governing the allocation conditions under the Plan: _____

6B-7 **OPTIONAL TREATMENT OF MATCHING CONTRIBUTIONS AS ROTH CONTRIBUTIONS.** Unless elected otherwise below, a Participant may not elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Roth Deferrals.

- (a) A Participant **MAY** elect to treat a nonforfeitable Matching Contribution made on behalf of such Participant as a Roth Deferral. [**Note:** *The Employer and/or Plan Administrator will develop operational procedures to assist in administering this election.*]
- (b) Describe special any special rules relating to the optional treatment of nonforfeitable Matching Contributions as a Roth Deferral: _____

6B-8 **OPTIONAL TREATMENT OF QUALIFIED STUDENT LOAN PAYMENTS AS SALARY DEFERRALS FOR MATCHING CONTRIBUTIONS.** Unless elected otherwise below, Qualified Student Loan Payments are not treated as Salary Deferrals for Matching Contribution purposes under the Plan.

- (a) Effective ____ (no earlier than the first day of the Plan Year beginning after December 31, 2023), the Employer elects to make Matching Contributions on account of Qualified Student Loan Payments, as provided under BPD Section 3.04(e). The Employer may develop procedures to assist in the administration of this election and/or may specify any special rules under subsection (b) below.

- (b) Describe any special rules applicable to the optional treatment of Qualified Student Loan Payments as Salary Deferrals for Matching Contribution purposes: _____

6B-9 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: _____

**SECTION 7
RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE.** For purposes of applying the Special 457 Catch-Up Contribution under AA §6A-4(b) (and vesting, allocation and other provisions of the Plan referring to Normal Retirement Age, if applicable), Normal Retirement Age under the Plan is:

- (a) Age ____ (not earlier than age 65 or later than age 70 ½).
- (b) The earlier of age ____ (not earlier than age 65 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD).
- (c) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 65 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- (d) The Participant may designate a Normal Retirement Age that is on or after age ____ (not earlier than age 65) but not later than age ____ (not later than age 70½).
- (e) Describe Normal Retirement Age: _____

Normal Retirement Age for Qualified Police (elect if applicable):

- (f) Age ____ (not earlier than age 40 or later than age 70 ½).
- (g) The earlier of age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(c) of the BPD).
- (h) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- (i) The Participant may designate a Normal Retirement Age that is on or after age 65 but not later than age 70½.
- (j) Describe Normal Retirement Age for Qualified Police: _____

Normal Retirement Age for Firefighters (elect if applicable):

- (k) Age ____ (not earlier than age 40 or later than age 70 ½).
- (l) The earlier of age ____ (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(c) of the BPD).
- (m) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under a pension plan maintained by the Employer (as set forth under Section 5.04(b) of the BPD) but not later than age 70½.
- (n) The Participant may designate a Normal Retirement Age that is on or after age 65 but not later than age 70½.
- (o) Describe Normal Retirement Age for Firefighters: _____

[*Note: A Participant's Normal Retirement Age must be the same as such Participant's normal retirement age under any other 457(b) plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.*]

**SECTION 8
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

- Yes
- No [If "No" is checked, skip to Section 9.]

[*Note: The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the vesting schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.*]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. See Section 7.02(a) of the BPD for a description of the various vesting schedules under this AA §8-2. (Note: If the Employer imposes a vesting schedule, Employer Contributions and Matching Contributions, and attributable earnings, will count towards the Code §457(e)(15) Maximum Contribution Limit for the year in which the amounts become vested.)

ER	Match	
<input type="checkbox"/>	<input type="checkbox"/>	(a) Full and immediate vesting.
<input type="checkbox"/>	<input type="checkbox"/>	(b) 3-year cliff vesting schedule
<input type="checkbox"/>	<input type="checkbox"/>	(c) 6-year graded vesting schedule
<input type="checkbox"/>	<input type="checkbox"/>	(d) Modified vesting schedule
		___ % immediately on Plan participation
		___ % after 1 Year of Service
		___ % after 2 Years of Service
		___ % after 3 Years of Service
		___ % after 4 Years of Service
		___ % after 5 Years of Service
		100% after 6 Years of Service
<input type="checkbox"/>	<input type="checkbox"/>	(e) Other: _____

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

- (a) None, all service with the Employer counts for vesting purposes.
- (b) Service before the original Effective Date of this Plan is excluded. (See Section 7.06 of the BPD for rules regarding Predecessor Service.)
- (c) Service completed before the Employee's ___ birthday is excluded.

8-4 **FULL VESTING.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

- (a) dies.
- (b) has a Severance from Employment due to becoming Disabled.
- (c) becomes Disabled.
- (d) attains Normal Retirement Age.
- (e) Other: _____
- (f) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period.
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

- | ER | Match | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [<i>must be less than 1,000</i>] Hours of Service during a Vesting Computation Period. |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is: <ul style="list-style-type: none"> <input type="checkbox"/> (1) The 12-month period beginning with the anniversary of the Employee’s date of hire. <input type="checkbox"/> (2) Describe: _____ [<i>Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.</i>] |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Elapsed Time Method. Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the BPD.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) Equivalency Method. For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the BPD). The Equivalency Method will apply to: <ul style="list-style-type: none"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked. If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method. <ul style="list-style-type: none"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. <input type="checkbox"/> (7) Hours worked. 870 hours worked treated as 1,000 Hours of Service and 435 hours worked treated as 500 Hours of Service. <input type="checkbox"/> (8) Regular time hours. 750 regular time hours treated as 1,000 Hours of Service and 375 regular time hours treated as 500 Hours of Service. |

8-6 **ALLOCATION OF FORFEITURES.** The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated. [*Note: No elections are required under this AA §8-6, if the Employer decides to use its discretion on how to treat forfeitures.*]
Any forfeitures occurring during a Plan Year will be:

- | ER | Match | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) N/A. All contributions are 100% vested. [<i>Do not complete the rest of this AA §8-6.</i>] |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions. |

For purposes of subsection (b) or (c), forfeitures will be applied:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs. |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under subsection (b) or (c):

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses. (See Section 7.08(c) of the BPD.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Forfeitures may not be used to pay Plan expenses. |

In determining the amount of forfeitures to be reallocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-5 or AA §6B-6, unless designated otherwise below.

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Forfeitures are not subject to any allocation conditions. |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Forfeitures are subject to a last day of employment allocation condition. |

ER **Match**

- (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- (k) Describe: _____

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a Participant who has a Severance from Employment receives a complete distribution of such Participant's vested Account Balance while still entitled to an additional allocation, the forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default forfeiture rules, complete this AA §8-7(a).

- The forfeiture provisions will apply if a Participant who has a Severance from Employment takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives an Involuntary Cash-Out Distribution (as described in AA §9-4(a)) is treated as having an immediate forfeiture of such Participant's nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon an Involuntary Cash-Out Distribution, complete this AA §8-7(b).

- A forfeiture will occur at the end of the ____ year following the Involuntary Cash-Out Distribution.

8-8 SPECIAL VESTING RULES.

ER **Match**

- Describe special vesting provisions: _____

**SECTION 9
DISTRIBUTION PROVISIONS**

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. Unless selected otherwise under subsection (e) below, a Participant may take a distribution of such Participant's entire vested Account Balance in a single lump sum.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1. If a lump sum distribution will not be provided under the Plan, check (e) below and indicate that no lump sum distribution is available under the Plan.

- (a) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon Severance from Employment.

- Minimum partial lump sum amount.** A Participant may not take a partial lump sum distribution of less than \$____.

- (b) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

- (c) **Installment distribution for required minimum distributions.** A Participant may take an installment distribution solely to the extent necessary to satisfy the required minimum distribution rules under Section 9 of the BPD.

- (d) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity.

- (e) **Describe: Repetitive Payments** _____

[Note: Any additional distribution option described in (e) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 PERMISSIBLE DISTRIBUTION EVENTS.

- (a) **Distribution events.** A Participant may withdraw all or any portion of such Participant's vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §9-2.

Deferral Match ER

- (1) No in-service distributions are permitted.

- (2) The attainment of age 70 1/2 (no earlier than age 59½).

- | Deferral | Match | ER | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) The occurrence of an Unforeseeable Emergency, as described in Section 8.08 of the BPD.
<input type="checkbox"/> Participants who receive a distribution on the occurrence of an Unforeseeable Emergency may not make Salary Deferrals to the Plan for a period of 6 months. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (4) A Qualified Birth or Adoption Distribution, as described in Section 8.14 of the BPD. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (5) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.05(c) of the BPD. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (6) An Emergency Personal Expense Distribution, as described in BPD Section 8.18. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (7) A Domestic Abuse Distribution, as described in BPD Section 8.19. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (8) A Qualified Disaster Recovery Distribution, as described in Section 8.17 of the BPD. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (9) A Qualified Long-Term Care Distribution, as described in Section 8.20 of the BPD. [<i>Note: Qualified Long-Term Care Distributions are not available under the Plan until after December 29, 2025.</i>] |
- (b) **Rollover Contributions.** Unless designated otherwise under this subsection (b), a Participant may withdraw amounts attributable to Rollover Contributions at any time. If this subsection (b) is selected, amounts attributable to Rollover Contributions may be distributed only upon the occurrence of the following event(s):
- (1) No in-service distributions are permitted.
 - (2) The attainment of age ____.
 - (3) The occurrence of an Unforeseeable Emergency, as described in Section 8.08 of the BPD.
 - (4) The Participant qualifies for a Qualified Birth or Adoption Distribution, as described in Section 8.14 of the BPD.
 - (5) Upon a deemed Severance from Employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services, as described under Section 15.05(c) of the BPD.
 - (6) Describe: _____
- (c) **Distribution of Smaller Amounts.**
- (1) The Employer has discretion to make distribution of smaller amounts as described in Section 8.06 of the BPD.
 - (2) The Participant may withdraw a distribution of smaller amounts as described in Section 8.06 of the BPD.
 - (3) Special rules applicable to the distribution of smaller amounts: _____
- (d) **Describe any special distribution rules applicable to a Participant's Transfer Account:** _____

9-3 **SPECIAL RULES FOR IN-SERVICE DISTRIBUTIONS.**

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.
- (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$____.
- (d) A Participant may not take a distribution after Severance from Employment for the following in-service distributions elected under AA §9-2.
 - (1) Unforeseeable Emergency Distributions.
 - (2) Qualified Birth or Adoption Distributions.
 - (3) Emergency Personal Expense Distributions.
 - (4) Domestic Abuse Distributions.
 - (5) Qualified Long-Term Care Distributions.
- (e) Describe any special in-service distribution rules: _____

9-4 PARTICIPANT AND SPOUSAL CONSENT.

- (a) **Involuntary Cash-Out Distribution.** A Participant who has a Severance from Employment with a vested Account Balance of \$5,000 (or \$7,000, effective for distributions made after December 31, 2023) or less will receive an Involuntary Cash-Out Distribution in the form of a lump sum distribution, unless elected otherwise under this AA §9-4. If a Participant's vested Account Balance exceeds \$5,000 (or \$7,000, effective for distributions made after December 31, 2023), the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-4.
- (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A Participant who has a Severance from Employment must consent to any distribution from the Plan. (See Section 14.02(a) of the BPD for special rules upon Plan termination.)
- (2) **Involuntary Cash-Out Distribution threshold.** Instead of a vested Account Balance Involuntary Cash-Out Distribution threshold of \$5,000 (or \$7,000, effective for distributions made after December 31, 2023), a Participant who has a Severance from Employment will receive an Involuntary Cash-Out Distribution:
- (i) If the Participant's vested Account Balance is less than or equal to \$1,000.
- (ii) Regardless of the value of the Participant's vested Account Balance (i.e., a Participant who has a Severance from Employment always will receive an Involuntary Cash-Out Distribution and no Participant consent is required).
- (3) **Application of Automatic Rollover rules.**
- (i) The Automatic Rollover rules described in Section 8.09(f) of the BPD do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (i). If this subsection (i) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- (ii) The Automatic Rollover rules only apply to Involuntary Cash-Out Distributions of Participants who have not attained Normal Retirement Age or age 62, if later.
- (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- (5) **Treatment of Rollover Contributions.** In determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9-4 and the Automatic Rollover provisions under Section 8.09(f) of the BPD, Rollover Contributions will be:
- (i) excluded.
- (ii) included.
- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate Beneficiary, unless designated otherwise under this subsection (b).
- (1) **Distribution consent.** A Participant's spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$_____.
- (2) **Consent to Beneficiary.** A Participant's spouse must consent to naming someone other than the spouse as Beneficiary under the Plan.
- (3) **Spousal consent rights determined under administrative policy.** The Employer will establish spousal consent rights for the Plan under a separate administrative policy.
- (c) **Describe** any special rules relating to Participant or spousal consent: _____

9-5 **TIMING OF DISTRIBUTIONS.** The Plan Administrator will make distributions to a Participant (or Beneficiary) as soon as administratively feasible after the occurrence of an event, such as Severance from Employment, that allows a Participant or Beneficiary to receive a distribution. The Plan may condition the receipt of a distribution on Participant and/or spousal consent, as specified under AA §9-4.

9-6 DETERMINATION OF BENEFICIARY.

- (a) **Default beneficiaries.** Under Section 8.05(c) of the BPD, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.
- If this subsection (a) is checked, the default beneficiaries under Section 8.05(c) of the BPD are modified as follows:

- (1) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- (2) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made to the Participant's estate.
- (3) The Plan adopts the default beneficiary rules under Section 8.05(c) of the BPD, except, if the Participant does not have a surviving spouse at the time of death, distribution will be made in the following order of priority: (1) to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**; (2) if there are no children, then to the Participant's surviving parents; and (3) if there are no surviving parents, to the Participant's estate.
- (4) Describe other modifications to the default beneficiaries under Section 8.05(c) of the BPD: To the extent a Beneficiary has not been named by the Participant to receive all of any portion of the deceased Participants death benefit, such amount shall be distributed to the Participants surviving Spouse. If the Participant does not have a surviving Spouse, distribution will be made to the Participants surviving children (including legally adopted children, but not including step-children) in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants). If the Participant has no surviving children, distribution will be made to the Participants surviving parents in equal shares. If the Participant has no surviving parents, distribution will be made to the Participants estate.

[Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]

- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).
 - If this subsection (b) is checked, in order to be considered the surviving spouse, the Participant and surviving spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving spouse are not married for at least one year as of the date of the Participant's death, the spouse will not be treated as the surviving spouse for purposes of applying the distribution provisions of the Plan.
- (c) **Divorce of spouse.** Unless elected otherwise under this subsection (c), if a Participant designates such Participant's spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and spouse are divorced, the designation of the spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.05 of the BPD.
 - If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and spouse.

[Note: Section 8.05 of the BPD and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.05 of the BPD.]

9-7 QUALIFIED DISTRIBUTIONS FOR RETIRED PUBLIC SAFETY OFFICERS.

Unless otherwise elected below, a Participant who is an eligible retired public safety officer may elect, after Severance from Employment, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. (See Section 8.13 of the BPD.)

- If this subsection is checked, a Participant who is an eligible retired public safety officer may **NOT** elect to have qualified health insurance premiums deducted from amounts to be distributed from the Plan.

9-8 REQUIRED MINIMUM DISTRIBUTIONS

- (a) **Required Beginning Date.** In applying the required minimum distribution rules under Section 9 of the BPD, the Required Beginning Date is the later of attainment of age 72 (age 70 ½ for Participants who attained age 70 ½ prior to January 1, 2020) or Severance from Employment. To override this default provision, check this subsection (a).
 - The Required Beginning Date is the date the Employee attains age 72 (age 70 ½ for Participants who attained age 70 ½ prior to January 1, 2020), even if the Employee is still employed with the Employer.
- (b) **Temporary Waiver for 2020 - Default if Participant failed to elect.** For purposes of applying the required minimum distribution rules for the 2020 calendar year, effective January 1, 2020 (or such later date as designated below), a

Participant (including an Alternate Payee or beneficiary of a deceased Participant) who was eligible to receive a required minimum distribution for the 2020 calendar year could elect whether to receive the 2020 RMD or 2020 Extended RMD (as defined in Section 9.05(a) of the BPD). If a Participant did not specifically elect to take the 2020 RMD or 2020 Extended RMD from the Plan, such distribution was not made for the 2020 calendar year. The Employer may modify this default rule below, provided such modification satisfies the requirements under Code §401(a)(9)(I) and any applicable IRS guidance. (The temporary waiver for 2020 does not apply to Plans that are established after 2020 and no elections are required for such Plans.)

- (1) **2020 RMDs and 2020 Extended RMDs were made.** 2020 RMDs and 2020 Extended RMDs were made to Participants who were otherwise required to receive a required minimum distribution for the 2020 calendar year, unless the Participant elected to not receive such distribution.
- (2) **2020 RMDs were not made, but 2020 Extended RMDs were made.** 2020 RMDs were not made for the 2020 calendar year, but 2020 Extended RMDs were made for the 2020 calendar year, unless the Participant elected otherwise.
- (3) **2020 RMDs were made, but 2020 Extended RMDs were not made.** 2020 RMDs were made for the 2020 calendar year, but 2020 Extended RMDs were not made for the 2020 calendar year, unless the Participant elected otherwise.
- (4) **Direct Rollovers.** Unless elected otherwise below, the Plan offered a Direct Rollover only for distributions that were Eligible Rollover Distributions in the absence of Code §401(a)(9)(I).
Instead of the default above, the following were treated as Eligible Rollover Distributions in 2020:
 - (i) 2020 RMDs
 - (ii) 2020 RMDs and 2020 Extended RMDs
 - (iii) 2020 RMDs, but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code §401(a)(9)(I)
 - (iv) Describe: _____
- (5) **Describe other modifications of the default participant election rules:** _____
- (6) **Effective date.** Instead of January 1, 2020, the effective date of the amendment providing for a choice of whether a Participant or beneficiary could receive 2020 RMDs was effective: _____
- (7) **Describe any special rules, including any special effective dates, the Plan applied to RMDs for 2020:** _____

(c) **Required minimum distribution elections or rules.** Unless the Employer elects otherwise under this AA §9-8(c), RMDs under the Plan when the Participant dies prior to the Required Beginning Date shall be made as follows: (1) if the Participant does not have a Designated Beneficiary, distributions must satisfy the 5-year rule under Code §401(a)(9)(B)(ii); (2) if the participant has a Designated Beneficiary that is not an Eligible Designated Beneficiary, distributions must satisfy the 10-year rule; or (3) if the Participant has an Eligible Designated Beneficiary, distributions must satisfy the life expectancy rule. To override this default provision, complete (1) and/or (2) below.

- (1) **Application of life expectancy and 10-year rules to Eligible Designated Beneficiaries.** Instead of the default, the Plan will apply the following rule:
 - (i) The life expectancy rule applies to all Eligible Designated Beneficiaries.
 - (ii) The 10-year rule applies to all Eligible Designated Beneficiaries.
 - (iii) The entire interest of an Eligible Designated Beneficiary will be distributed by the end of the ____ calendar year [may not be greater than 9th] following the year the Participant dies.
 - (iv) The Participant or Eligible Designated Beneficiary may elect to apply either the 10-year rule or the life expectancy rule to determine the required minimum distributions when the Participant dies before such Participant's Required Beginning Date. If no election is timely made:
 - (A) the life expectancy rule applies to all Eligible Designated Beneficiaries.
 - (B) the 10-year rule applies to all Eligible Designated Beneficiaries.
 - (C) the 10-year rule, reduced to ____ years, applies to all Eligible Designated Beneficiaries.
 - (v) Describe the manner (including effective date) in which the 10-year rule and life expectancy rule apply to Eligible Designated Beneficiaries: _____
- (2) **Special rules.** Describe any special rules that apply for purposes of the required minimum distribution rules under Code §401(a)(9): _____

[*Note: Any special rules for determining required minimum distributions for calendar years beginning on or after January 1, 2022 (or such later date as specified in applicable regulations or guidance) must comply with proposed Treas. Reg §§1.401(a)(9)-1 through 1.401(a)(9)-9 issued on February 24, 2022 (or subsequent applicable final regulations).*]

9-9 SPECIAL DISTRIBUTION RULES.

Describe any additional distribution options or rules: _____

SECTION 10
MISCELLANEOUS PROVISIONS

10-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year. In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Monthly. The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Quarterly. The Plan is valued at the end of each Plan Year quarter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Describe: _____

[*Note: The Employer may elect operationally to perform interim valuations.*]

10-2 **SPECIAL RULES FOR DETERMINING AMOUNT OF INCOME OR LOSS.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

10-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.05(b) of the BPD do not apply. To apply the benefit accrual provisions under Section 15.05(b) of the BPD, check the box below.

- (a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.05(b) of the BPD. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- (b) **Describe special rules applicable to military service:** _____

10-4 **AUTOMATIC PORTABILITY TRANSACTIONS.** If elected below or as set forth in separate administrative procedures, the Employer may elect to accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12) and BPD Section 4.03.

- (a) **Plan will accept automatic portability transactions.** Check this box if the Plan will accept amounts pursuant to an automatic portability transaction as described in Code §4975(f)(12) and BPD Section 4.03.
- (b) **Describe special rules applicable automatic portability transactions:** _____

10-5 **GOVERNING LAW.** Unless designated otherwise below, the provisions of this Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state in which the Employer has its principal place of business.

The provisions of the Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state of _____.

10-6 **OTHER SPECIAL RULES APPLICABLE TO THIS PLAN.** The following special rules, including the applicability of any vendor agreements, apply to this Plan: _____

**APPENDIX A
SPECIAL EFFECTIVE DATES**

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

- A-5 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:

- A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

- A-7 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- A-8 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

- A-9 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- A-10 **Miscellaneous provisions.** The provisions under AA §10 are effective as follows:

- A-11 **Special effective date provisions for merged plans.** If any Code §457(b) plan has been merged into this Plan, the following provisions apply:

- A-12 **Other special effective dates:**

**APPENDIX B
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the BPD.)

- (a) Yes
 (b) No

B-2 **LOAN PROCEDURES.**

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the BPD, unless modified under this Appendix B.
 (b) Loans will be provided under a separate written loan policy.

[*Note: If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.

- A former Employee or Beneficiary who has a vested Account Balance may request a loan from the Plan.

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the BPD allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.
[*Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the BPD.*]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the BPD restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- (a) A Participant may have ___ loans outstanding at any time.
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the BPD provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.
 (b) The minimum loan amount is \$_____
 (c) The maximum loan amount is \$_____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the BPD provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- (a) The prime interest rate
 plus ___ percentage point(s).
 (b) Describe: _____

[*Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the BPD provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete this AA §B-8.

- A Participant may only receive a Participant loan under the following circumstances: _____

- B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.
- The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.
- The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
- B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.
- (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
- (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).
- (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 **SEVERANCE FROM EMPLOYMENT.** Section 13.10 of the BPD provides that a Participant loan becomes due and payable in full upon the Participant's Severance from Employment. To override this default provision, complete this AA §B-12.
- A Participant loan will not become due and payable in full upon the Participant's Severance from Employment.
- B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the BPD provides that upon Severance from Employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- A Participant may **not** request the Direct Rollover of the loan note upon Severance from Employment.
- B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- (a) A Participant may **not** renegotiate the terms of a loan.
- (b) The following special provisions apply with respect to renegotiated loans: _____
- B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.
- Participant loans will not be available from the following contribution sources: _____
- B-16 **SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan. To override this provision, complete this AA §B-16.
- Spousal consent is required to receive a Participant loan.
- B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**
- The following special rules will apply with respect to Participant loans under the Plan: _____
- [Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

**APPENDIX C
ADMINISTRATIVE ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without re-executing this Agreement by substituting an updated Appendix C with new elections.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to direct investments?

- (a) No
 (b) Yes

Specify Accounts:

- (1) All Accounts
 (2) Pre-Tax Salary Deferral Account
 (3) Roth Deferral Account
 (4) Matching Contribution Account
 (5) Employer Contribution Account
 (6) Rollover Contributions Account
 (7) Transfer Account
 (8) Other: _____
- (c) Describe any special rules that apply for purposes of direction of investments: _____

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**?

- (a) No
 (b) Yes

(1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.

(2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.

(3) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 **QDRO PROCEDURES.** Do the **default QDRO procedures** under Section 11.06 of the BPD apply?

- (a) No
 (b) Yes

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective _____ [Date can be no earlier than the first day of the Plan Year in which the Plan is adopted].
- (b) The **restatement** of an existing plan, effective January 1, 2024 [Date can generally be no earlier than the first day of the Plan Year in which the Plan is adopted].
- (1) Name of Plan(s) being restated: Washington County 457(b) Deferred Compensation Plan
- (2) The original effective date of the plan(s) being restated: January 1, 1981
- (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Dates(s) of amendment: _ [Date can generally be no earlier than the first day of the Plan Year in which the Plan is adopted]
- (2) Name of plan being amended: _____
- (3) The original effective date of the plan(s) being amended: _____
- (4) Identify the section(s) of the Adoption Agreement being amended: _____

County of Washington, MD

(Name of Employer)

Chip Rose

(Name of authorized representative)

Human Resources Director

(Title)

(Signature)

(Date)

Employers should consult with legal counsel to ensure that the Plan meets applicable federal, State and local law requirements.

The IRS does not maintain a pre-approved plan program or a determination letter program for Code §457(b) plans. Employers who want the Internal Revenue Service to review their Code §457(b) plan document or consider any other document form issue may request a private letter ruling. See Revenue Procedure 2023-1 (or annual successor Revenue Procedure) for details.

TRUST DECLARATION

Effective date of Trust Declaration: January 1, 2024

The Trustee's Investment Powers are:

- (a) **Discretionary.** A Trustee is a Discretionary Trustee to the extent the Trustee has exclusive authority and discretion with respect to the investment, management or control of Plan assets.
- (b) **Nondiscretionary.** A Trustee is a Directed Trustee with respect to the investment of Plan assets to the extent the Trustee is subject to the direction of the Plan Administrator or the Employer.
- (c) **No Trustee.** Plan is funded exclusively with custodial accounts, annuity contracts, and/or insurance contracts. (See Section 12.12 of the BPD.)
- (d) **Determined under a separate trust agreement.**

Name of Trustee: _____

Title of Trust Agreement: _____

Address: _____

Description of any special Trustee powers: _____

WASHINGTON COUNTY 457(B) DEFERRED COMPENSATION PLAN
457(b) Governmental AA V2
Contract Number – 0037218001
Plan Document Summary
Prepared as of 10/4/2024

This Plan Document Summary (“Summary”) is intended to provide you with a high-level overview of the major features of your plan based on the most recently drafted plan document in our files. The Summary is not intended to replace your plan document or Summary Plan Description (SPD). If this Summary describes any provisions of your plan that have not been adopted (including provisions in an amendment to the plan that has not been signed), those provisions will not be operational until the plan or amendment has been signed and dated. Finally, if the provisions described in this Summary and the plan document or SPD conflict, the provisions of the plan document and SPD govern.

EMPLOYER/PLAN INFORMATION
[AA §1 / AA §2]

EFFECTIVE DATE OF PLAN:

- **Plan restatement effective:** January 1, 2024
- **Original effective date:** January 1, 1981

EMPLOYER INFORMATION

Name: County of Washington, MD
Address:
 100 W. Washington St., STE 251
 Hagerstown, Maryland 21740-4727
Phone: (240) 313-2302
EIN: 52-6001037

PLAN ADMINISTRATOR: Employer

EMPLOYER TAX YEAR END: December 31

FICA REPLACEMENT PLAN: No

PLAN YEAR: Calendar Year

TRUSTEE: No Trustee. Plan is funded with custodial accounts, annuity contracts and/or insurance contracts.

COMPENSATION
[AA §5]

TOTAL COMPENSATION: W-2 Compensation

Deferrals	ER Contributions	Match
PLAN COMPENSATION: No exclusions COMPENSATION PERIOD: Plan Year COMPENSATION ONLY WHILE PARTICIPANT: No	PLAN COMPENSATION: No Employer contributions	PLAN COMPENSATION: No match

EXCLUDED EMPLOYEES
[AA §3]

Deferrals	ER Contributions	Match
No excluded Employees	No ER contributions	No match

INDEPENDENT CONTRACTORS:

Deferrals	ER Contributions	Match
Independent Contractors may participate	No Employer Contributions	No Matching Contributions

MINIMUM AGE AND SERVICE
[AA §4]

Deferrals	ER Contributions	Match
Minimum Age: None Minimum Service: None Service Counting Method: Equivalency Method for Employees for whom hourly records not maintained	No Employer Contributions	No match

ENTRY DATES
[AA §4-2]

Deferrals	ER Contributions	Match
Entry Dates: Immediate	No Employer Contributions	No match

SALARY DEFERRALS
[AA §6A]

CATCH-UP CONTRIBUTIONS: Yes

ROTH CONTRIBUTIONS: Yes

IN-PLAN ROTH CONVERSIONS: No

DATE ROTH CONTRIBUTIONS MAY BEGIN: September 25, 2024

EMPLOYER CONTRIBUTIONS
[AA §6]

NO EMPLOYER CONTRIBUTIONS

MATCHING CONTRIBUTIONS
[AA §6B]

NO MATCHING CONTRIBUTIONS

RETIREMENT AGE AND DISTRIBUTIONS
[AA §7 / AA §9]

NORMAL RETIREMENT AGE: Participant may designate a Normal Retirement Age that is between age 65 and 70 ½.

NORMAL RETIREMENT AGE FOR QUALIFIED POLICE: Participant may designate a Normal Retirement Age that is between age 40 and 70 ½.

NORMAL RETIREMENT AGE FOR QUALIFIED

FIREFIGHTERS: Participant may designate a Normal Retirement Age that is between age 40 and 70 ½.

PARTICIPANT DIRECTION: Allowed from all Accounts

PERMISSIBLE DISTRIBUTION EVENTS:

Deferrals	ER Contributions	Match
<ul style="list-style-type: none"> Age 70 1/2 Unforeseeable Emergency 	No Employer Contributions	No Matching Contributions

LIMITATIONS ON IN-SERVICE DISTRIBUTIONS:

- Participant may not take a distribution after termination of employment for:
 - Unforeseeable Emergency Distributions

DISTRIBUTIONS OF SMALLER AMOUNTS:

- Participant may receive distribution of smaller amounts as described under the Plan

FORM OF DISTRIBUTION UPON TERMINATION:

- Lump sum
- Installments for requirement minimum distributions only
- Repetitive Payments

TIMING OF DISTRIBUTIONS: Within a reasonable time following an event, such as termination

INVOLUNTARY CASH-OUT THRESHOLD: \$1,000

AUTOMATIC ROLLOVER RULES: Do not apply to Cash-Outs less than \$1,000

SPOUSAL CONSENT: Not required under the Plan

BENEFICIARY PROVISIONS: To the extent a Beneficiary has not been named by the Participant to receive all of any portion of the deceased Participants death benefit, such amount shall be distributed to the Participants surviving Spouse. If the Participant does not have a surviving Spouse, distribution will be made to the Participants surviving children (including legally adopted children, but not including step-children) in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants). If the Participant has no surviving children, distribution will be made to the Participants surviving parents in equal shares. If the Participant has no surviving parents, distribution will be made to the Participants estate.

DIVORCE OF SPOUSE: If the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan will be automatically rescinded

MISCELLANEOUS PROVISIONS
[AA §10]

Deferrals	ER Contributions	Match
VALUATION DATE: Daily	VALUATION DATE: No ER contributions	VALUATION DATE: No match

LOAN POLICY
[APPENDIX B]

LOANS: Permitted

ADMINISTRATIVE ELECTIONS
[APPENDIX C]

ROLLOVERS: Yes

DEFAULT QDRO PROCEDURES APPLY: No

**ACTION BY THE GOVERNING BOARD
RESTATEMENT OF GOVERNMENTAL 457(b) RETIREMENT PLAN**

The undersigned, being all of the members of the Governing Board of County of Washington, MD (“Employer”), hereby consent to the following resolutions:

WHEREAS, the Employer has maintained the Washington County 457(b) Deferred Compensation Plan (“Plan”) since 1-1-1981 for the benefit of eligible employees;

WHEREAS, the Employer has decided to amend the above-referenced Plan by adopting a complete restatement of the current Plan document;

WHEREAS, the Governing Board has reviewed and evaluated the proposed amendment(s) to the Plan; and

WHEREAS, the Plan document authorizes the Employer to amend the selections under the Adoption Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board has hereby approved the proposed amendment(s) and authorizes the Employer to adopt the Washington County 457(b) Deferred Compensation Plan as a complete restatement of the prior Plan, to be effective on 1-1-2024;

RESOLVED FURTHER, that the undersigned members of the Governing Board authorize the execution of the restated Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan restatement. The members of the Governing Board may designate any member(s) of the Governing Board (or other authorized person) to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Employer will maintain a copy of the restated Plan, as approved by the members of the Governing Board, along with a copy of the prior Plan, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan; and

RESOLVED FURTHER, that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the restated Plan.

MEMBERS OF THE GOVERNING BOARD:

_____	_____	_____
[Name]	[Signature]	[Date]
_____	_____	_____
[Name]	[Signature]	[Date]
_____	_____	_____
[Name]	[Signature]	[Date]
_____	_____	_____
[Name]	[Signature]	[Date]



Open Session Item

SUBJECT: Drug & Alcohol-Free Workplace, PR-5

PRESENTATION DATE: December 17, 2024

PRESENTATION BY: Chip Rose, Director, Human Resources.

RECOMMENDATION: Staff is asking for a motion to approve to updating our Drug & Alcohol-Free Workplace policy.

REPORT-IN-BRIEF: The County is required to comply with the Omnibus Transportation Employee Testing Act of 1991, which requires alcohol and drug testing of ‘covered employees.’ The DOT defines covered employees as those in safety-sensitive roles in the following functions:

1. Aviation (FAA)
2. Commercial Motor Carriers (FMCSA) – (CDL holders)
3. Maritime (USCG)
4. Pipeline (PHMSA) – (Regulated pipeline or liquefied natural gas (LNG) facility)
5. Railroad (FRA)
6. Transit (FTA)
7. Non-DOT Safety Sensitive (Safety-sensitive roles, but not DOT / FAA / FTA)

DISCUSSION: Previously, the County chose a single-outcome policy for all covered employees across all functions. If an employee tested positive (.02) on any test, they were recommended for termination. That policy favored consistent treatment of all covered employees over recognition of unique differences between functions within the DOT.

This revised policy provides a range for positive test results (.02-.039) that would require the **temporary** removal of safety-sensitive responsibilities vs. a positive test result (.04 and above) that would require the **permanent** removal of safety-sensitive responsibilities (.04 is the legal DUI limit for CDL drivers). The Directors would be responsible for reviewing requirements to restore safety-sensitive responsibilities in line with their DOT affiliation. This also removes non-safety sensitive employees from random testing and sets their positive test threshold at .07 for pre-employment and reasonable suspicion testing.

FISCAL IMPACT: NA

CONCURRENCES: Michelle Gordon, County Administrator.

ATTACHMENTS: PR-5, Drug & Alcohol-Free Workplace.



POLICY TITLE: Alcohol Use and Substance Use Testing

POLICY NO.: PR-5A

I. PURPOSE

- A. In order to achieve a safe and productive work environment free of impairment, employees must be able to work in a drug-free environment and be free from the effects of alcohol and other job-impairing substances. Accordingly, an employee's use, consumption, sale, or possession of alcoholic beverages while on the job; Controlled Substances, Illegal Substances and Materials, drugs not medically authorized, or other Unauthorized Substances and Materials which may impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees, is strictly prohibited and will be handled according to the provisions of this Policy and other applicable Policies.¹
- B. All employees of the Board of County Commissioners, and especially those who are Safety-Sensitive Personnel, including holders of commercial driver licenses (CDLs) and those employees in positions that put the public's or co-workers' safety at risk if job performance is Impaired, are governed by this Policy. Additionally, the County will conduct, when necessary, under the conditions described in this Policy as detailed below, alcohol use and substance use tests to determine the ingestion or use of a prohibited drug or substance by an employee during the course of job performance.
- C. This Policy is intended to comply with the Omnibus Transportation Employee Testing Act of 1991, as amended, which requires alcohol and drug testing of covered employees as defined in section.
- D. Recognizing the importance of this Policy, and being dedicated to providing a drug-free workplace and to assisting employees who seek help for issues with alcohol use or drug use, the County maintains the Employee Assistance Program (EAP) which provides access to professional services in an effort to aid any employee who voluntarily admits to an alcohol-related or chemical dependence issue. The EAP is voluntary and confidential. Although this Policy primarily outlines the conditions when the Board of County Commissioners may test employees for alcohol use or substance use, the Board encourages employees with alcohol use or substance use issues not to wait for testing to be conducted, but, rather, to seek assistance as soon as possible. Employees are encouraged to utilize the EAP's resources.²

¹ See Policy No. PR-5 Alcohol-Free and Drug-Free Workplace.

² See Policy No. EB-14 Employee Assistance Program (EAP).

- E. This Policy is intended to operate in tandem with, but not to supersede, the policy of the Washington County Sheriff's Office regarding alcohol use and substance use testing as applicable to employees of the Washington County Sheriff's Office.

II. DEFINITIONS

- A. Controlled Substances are those substances the dissemination of which is controlled by regulation or statute, including, without limitation, marijuana (THC metabolite), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP).
- B. County Official includes the elected members of the Board of County Commissioners, the County Administrator, and department or division heads.
- C. Drug is any substance which impairs an employee's ability to perform his or her job or the use of which poses a threat to the safety of the employee or others. This definition includes over-the-counter drugs and drugs which require a prescription or other written approval for use from a licensed practitioner, physician, or dentist. The use of the term "drug" in this Policy is understood and interpreted to include "Drug" as defined in this Policy.
- D. Drug Paraphernalia is any material or equipment used or designed for use in testing, packaging, storing, or introducing into the human body a controlled, dangerous, or illegal drug or substance.
- E. Extended Leave Return Testing is testing performed prior to the return to work of an employee who has been on extended leave for more than thirty (30) days for any reason.
- F. Illegal Drug is any drug which is not legally obtainable or drugs which are legally obtainable but have been obtained in an illegal manner or are not being used for or in accordance with prescribed purposes or are being used in dosages exceeding that prescribed.
- G. Illegal Substances and Materials are narcotics, drugs, and other substances and materials for which the sale, purchase, transfer, use, or possession is prohibited by federal, state, or local laws.
- H. Impaired refers to behavior which may limit an employee's ability to safely and efficiently perform his or her job duties or which poses a threat to the safety of the employee or others.
- I. Incident is any action such as an occurrence, accident, or unusual situation or circumstance that has resulted or could result in personal injury or property damage.

- J. Medical Review Officer (MRO) is the official representative serving as the liaison between the County and the certified facility which holds a permit under the Health-General Article of the Annotated Code of Maryland and which has been designated by the County Administrator or the Board of County Commissioners for laboratory testing under this Policy.
- K. Post-Accident Drug and Alcohol Testing is performed within two (2) hours following any accident or injury resulting in personal injury that occurs during job performance or that occurs while operating a County vehicle.
- Testing is required for any motor vehicle accident that results in the towing of the vehicle and/or a human fatality or bodily injury with or without immediate medical transport/treatment away from the scene regardless of fault; or any motor vehicle accident that results in damage to any motor vehicle when at fault.
- L. Pre-Employment Testing is testing performed (i) before hiring of an applicant or (ii) after an offer of hire has been made but prior to actual performance of Safety-Sensitive Personnel functions for the first time as an employee of the County or (iii) when a non-Safety-Sensitive Personnel employee transfers to a Safety-Sensitive Personnel position.
- M. Premises are any land, property, equipment, building, structure, or vehicle owned by, leased to, or on loan to Washington County.
- N. Presence of a Substance is the presence of alcohol or a Controlled, Illegal, or Unauthorized Substance or drug in an individual's body. Detection of the substance may be identified through a breath test, urinalysis, or blood draw at the levels listed below:
1. Alcohol – The test level for alcohol is 0.02 percent via specified test (breath/blood/urine).
 2. Controlled, Illegal, or Unauthorized Substance or Drug - Any metabolite of any such substance or drug found in either urinalysis or blood draw testing is considered prima-facie evidence of drug abuse.
- O. Proper Medical Authorization is a prescription or other written approval from a licensed medical practitioner, physician, or dentist for the use of a drug in the course of medical treatment that must include the name of the substance, the period of authorization for use, and whether the prescribed medication may impair job performance. This requirement also applies to refills of prescribed drugs.

- P. Random Testing is testing performed on an indiscriminate, unannounced basis and without individualized suspicion that a particular individual is using Illegal Drugs prior to, during, or following performance of Safety-Sensitive Personnel functions.
- Q. Reasonable Suspicion is indicated by Unusual Behavior or conditions specifically documented by management or supervisory personnel and corroborated by a witness, including observations concerning appearance, behavior, speech, judgment, or body odors of an employee (see attached Impaired Behavior Visual Observation Checklist form). Anonymous tips, rumors, or an employee's general record are not sufficient grounds for requesting that an employee undergo drug or alcohol screening. However, Reasonable Suspicion may be derived from information provided from identifiable witnesses, when used in conjunction with the observations of management or supervisory personnel.
- R. Reasonable Suspicion Testing is testing performed under circumstances of Reasonable Suspicion as further defined in Section V.F.
- S. Covered Employees:

This Policy applies to all employees, applicants, or transferees. Additionally, the following duties as defined by the DOT constitute safety-sensitive functions:

i. Aviation (FAA) –

Persons that perform safety-sensitive functions, directly or by contract (including subcontract at any tier), for a part 119 certificate holder authorized to conduct part 121 or 135 operations; air traffic control facilities not operated by the FAA or under contract to the U.S. military; and all operators as defined in 14 CFR Section 91.147. The safety-sensitive duties include flight crewmember, flight attendant, flight instructor, air traffic controller, aircraft dispatcher, aircraft maintenance or preventative maintenance, ground security coordinator, aviation screeners and operations control specialist. See FAA regulations at 14 CFR Part 120.

ii. Commercial Motor Carriers (FMCSA) –

Commercial Drivers License (CDL) holders who operate Commercial Motor Vehicles, 26,001 lbs. gvwr. or greater, or operate a vehicle that carries 16 passengers or more including the driver, or required to display a DOT placard in the transportation of hazardous material.1 See FMCSA regulation at 49 CFR Part 382.

iii. Maritime (USCG) –

Crewmembers operating a commercial vessel. See USCG regulations at 46 CFR Parts 4 & 16.

iv. Pipeline (PHMSA) –

An employee who performs an operation, maintenance, or emergency response function on a PHMSA regulated pipeline or liquefied natural gas (LNG) facility. See PHMSA regulations at 49 CFR Part 199.

v. Railroad (FRA) –

Persons who perform duties subject to the Hours of Service laws; such as, locomotive engineers, trainmen, conductors, switchmen, locomotive hostlers/ helpers, utility employees, signalmen, operators and train dispatchers. In addition, a person who performs a maintenance-of-way/roadway worker function (as defined in 49 CFR Part 214) who are employees or contractors of a railroad, have a potential to foul the track, and perform a regulated function such as inspection, construction, maintenance or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track, as well, flagman and watchmen/lookouts. See FRA Regulations at 49 CFR Part 219.

vi. Transit (FTA) –

Operators of revenue service vehicles when not in service, Operators of nonrevenue service vehicles when required to be operated by a holder of a commercial drivers' license, controlling dispatch or movement of revenue service vehicle, mechanics maintain a revenue service vehicle or equipment used in revenue service, and Fire armed security. See FTA regulations at 49 CFR Part 655.

vii. Non-DOT Safety Sensitive –

Those operating in a safety-sensitive role for the County as defined by DOT, but not otherwise categorized by possession of a CDL or DOT / FAA job description. Included in this category without limitation are: emergency services personnel, Water Quality plant operators, Firefighters, EMS, Sheriff deputies and detention officers, Sheriff's Office employees who have direct contact with inmates, Sheriff's Office supervisors in rank up to the Sheriff, and any other County employee deemed to hold a position that presents substantial opportunity to impact public safety or the safety of co-workers at the County's sole discretion.

- T. Unauthorized Substances and Materials include, without limitation, intoxicating beverages, medically authorized drugs where use is not in accordance with medically prescribed doses, Drug Paraphernalia, and equipment and paraphernalia related to prohibited drug or substance abuse.
- U. Under the Influence or Impaired refers to behavior which may limit an employee's ability to safely and efficiently perform his or her job duties or which poses a threat to the safety of the employee or others.
- V. Unusual Behavior is a significant behavioral change of an employee that deviates from his or her normal custom and habits and that may signify emotional problems or symptoms of instability which could affect trustworthiness and reliability as it relates to performing the job.

III. EMPLOYEE RESPONSIBILITIES

Each employee must report the use of medically authorized drugs or other substances which can impair job performance to his or her immediate supervisor and provide Proper Medical Authorization to work from a licensed physician. It is the employee's responsibility to determine from the physician whether use of the prescribed drug can impair his or her job performance. Upon the commencement of use of such medically authorized drugs or other substances which can impair job performance, the employee must advise his or her immediate supervisor and provide the Proper Medical Authorization upon the employee's return to work and prior to performing any job duties which could be potentially impaired by such medically authorized drugs or other substances. Failure to report the use of such drugs or other substances or failure to provide Proper Medical Authorization may result in disciplinary action.

IV. REQUIRED ALCOHOL USE AND SUBSTANCE USE TESTS

The tests described below apply to all County employees. In addition, all employees of the County will be subject to Pre-Employment Testing, Random Testing, Post-Accident Drug and Alcohol Testing, Reasonable Suspicion Testing, and Extended Leave Testing. Testing is performed pursuant to the federally mandated Omnibus Transportation Employee Testing Act of 1991, as amended. Covered employees in Safety-Sensitive Roles as Defined by the DOT are subject to additional requirements detailed below.

- A. Pre-Employment Testing is conducted on all potential employees before applicants are hired or after an offer to hire has been made, but before the employee's first time working as an employee of the County. Pre-Employment Testing is also required when a non-Safety-Sensitive Personnel employee transfers to a Safety-Sensitive Personnel position (at the Director of Human Resources discretion, testing may be waived for those employees transferring from one Safety-Sensitive Personnel position to another in the same or different department or division). In the event that Pre-Employment Testing indicates a negative dilute test result, the potential employee will have the opportunity to retest.
- B. Random Testing is conducted on an indiscriminate, unannounced basis prior to, during, or following performance of Safety-Sensitive Personnel functions. Each calendar year, the number of random alcohol tests and random drug tests conducted by the County must equal at least twenty-five percent (25%) of all Safety-Sensitive Personnel.
- C. Post-Accident Drug and Alcohol Testing is conducted following accidents or injuries under circumstances described in Section II.K above.
- D. Reasonable Suspicion Testing is conducted when a trained supervisor observes and documents the signs and symptoms characteristic of impairment or substance abuse, and a witness corroborates the trained supervisor's observations and documentation.

- E. Extended Leave Return Testing is conducted prior to the return of an employee after an extended leave of more than thirty (30) days for any reason, or ninety (90) days for covered FTA employees.

V. GENERAL PROCEDURES

Employee testing will be conducted by any certified facility, designated by the County Administrator or the Board of County Commissioners, which holds a permit under the Health-General Article of the Annotated Code of Maryland for laboratory testing. The drug testing procedures will comply with DOT regulations, 49 CFR Part 40, as amended, and will include split sampling which provides that a urine sample be split into two (2) separate containers.

A. Types of Tests

1. General Urinalysis: Testing conducted to detect the Presence of a Substance.
2. Breath Testing: Testing conducted to determine the Presence of a Substance using evidential breath testing devices approved by the National Highway Traffic Safety Administration (NHTSA).
3. Blood Testing: From time to time, at the discretion of the County, and in compliance with any applicable federal, state, and local guidelines, blood may be drawn to determine the Presence of a Substance.

B. An employee's refusal to take a test identified in Section V.A. when requested to do so will be considered as a positive test. The consequences of a refusal for the positive result of that specific test detailed below.

C. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances have been added to the urine, whether the urine has been diluted, or whether the specimen has been substituted.

D. Direct Observation: In compliance with 49 CFR Part 40, as amended, observed specimen collections are required in the following circumstances:

1. Any time an employee is directed to provide another specimen because the temperature on the original specimen was out of the currently accepted temperature range specified under 49 CFR Part 40, as amended;

2. Any time the employee is directed to provide another specimen because the original specimen appeared to have been subject to tampering;
 3. Any time a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 4. Any time the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
 5. Any time the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated, or substituted, but had to be cancelled because the test of the split specimen could not be performed.
 6. The method of direct observation will be in compliance with the current requirements of 49 CFR Part 40, as amended, and will consist of actions (i.e., lifting and lowering of clothing) sufficient to demonstrate to the collector that there is no evidence of a prosthetic device.
- E. Random Testing: The County's designated certified facility will, on a monthly basis, select employees subject to the random program in accordance with a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with an employee's name and date of birth. Under the selection process used, each employee in the random pool will have an equal chance of being tested each time selections are made. Each calendar year, the number of random alcohol tests and random drug tests conducted by the County must equal at least twenty-five percent (25%) of all Safety-Sensitive Personnel. Each selected employee will be notified without forewarning and must immediately report to the County's designated certified facility directly after notification for testing without reasonable delay.
- F. Reasonable Suspicion Testing: An employee is subject to examination and alcohol- and drug-screen testing when he or she reports to work, or operates or uses County equipment, and, by observation or report of the employee's behavior by his or her supervisor who has been appropriately trained according to federal guidelines and whose observation or report of the employee's behavior has been corroborated by a witness, is suspected of being Impaired or Under the Influence of alcohol or drugs. Reasonable Suspicion may be based upon, among other things, the following: observable phenomena, such as direct observation of illegal or unauthorized drug or

alcohol use or possession, or the physical symptoms of being Impaired or Under the Influence of a drug or alcohol; a pattern of Unusual Behavior; arrest or conviction for a drug- or alcohol-related offense or the identification of an employee as the focus of a criminal investigation into possession, use, or trafficking of Illegal Drugs or Illegal Substances and Materials; or newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

1. The exam or test should be conducted immediately and no later than two (2) hours after observation or report of the employee's behavior is obtained.
2. All alcohol- or drug-screen tests will be administered at the designated certified facility by competent medical personnel and will require the employee to complete the General Alcohol and/or Drug Screen Performance Impairment Exam Consent Form ("Consent Form," attached).
3. If the employee requests Union representation, it must be provided.
4. Prior to Reasonable Suspicion Testing, the employee's supervisor must take the employee to a private setting for the following:
 - a. To inform the employee of the observation or report of the employee's behavior and to stress the seriousness of the situation.
 - b. To tell the employee that it has been observed or reported that he or she is suspected of being Impaired or Under the Influence of alcohol or a drug.
 - c. To ask the employee whether he or she is aware of any medical condition which may cause the behavior or whether he or she has been taking any medically authorized drug, Controlled Substance, Illegal Drug, Illegal Substance, Unauthorized Substance, intoxicating beverage, or other substance which may cause Impaired function. If the employee admits to the use of substances identified above, the employee's supervisor must contact the County Administrator or the Director of Human Resources to schedule an examination or test for confirmation.
 - d. To explain that it is necessary to require the employee to submit to testing because of the observation or report of the employee's behavior.

- e. To inform the employee that he or she is immediately relieved of duty with pay until the employee is transported to the certified facility for testing.
 - f. To complete the Consent Form. In each and every case, the Consent Form must be read to the employee prior to obtaining the employee's signature authorizing the examination or test and the release of medical information regarding his or her medical condition and any examination or test results. No changes are to be made on the Consent Form by the employee. Additionally, no changes are to be made on the Consent Form by the County representative without authorization. All employees must sign the Consent Form even if they appear to be Impaired or Under the Influence. Physical or mental impairment due to alcohol use or drug use will not, for purposes of this Policy, constitute the inability to understand and, therefore, the inability to give consent by signing the Consent Form. Once the Consent Form has been signed, the employee must cooperate fully with the County's designated facility during the examination or test. Failure to do so will subject the employee to disciplinary action, including termination. An employee's attempt to tamper with a specimen will result in the recommendation of an employee's termination.
 - g. To inform the employee that a physician's examination will be provided by Washington County at the test site at the time the test is conducted and that he or she will not be allowed to return to work without a physician's release.
 - h. To inform the employee that, at the conclusion of the examination or test, the employee will be driven and escorted to his or her home in a County vehicle and will be immediately suspended without pay pending the results of the examination or test.
 - i. To inform the employee that the employee must relinquish possession of all County belongings to the employee's supervisor at the time the employee is escorted and driven home and placed on suspension.
5. Both the County representative and corroborating witness³ will complete the Impaired Behavior Visual Observation Checklist ("Checklist," attached) and submit with the Consent Form to physician/hospital/laboratory staff upon arrival for the examination or

³ See Sections IV.D. and V.F. of this Policy.

test. The Checklist should be completed as accurately and detailed as possible, recording observations of the employee's behavior which led to the decision to require an examination or test. Statements recorded on the Checklist should be actual observations. The Checklist should not include statements about possible causes of the behavior or making judgmental conclusions.

6. If the employee refuses to sign the Consent Form or to promptly take the examination or test, the employee's supervisor must take the following actions:
 - a. Explain to the employee that the instruction to sign the Consent Form and to take the examination or test is a direct order.
 - b. Ask the employee whether he or she understands the order and explain the order again if the employee responds by stating that he or she does not understand the order.
 - c. Explain to the employee that failure to comply with the order constitutes insubordination which, in this instance, will result in a recommendation of termination.
 - d. Issue a second direct order to the employee to sign the Consent Form and to take the examination or test.
 - e. If the employee refuses to sign the Consent Form, inform the employee that his or her termination will be recommended to the Board of County Commissioners.

7. After the employee has signed the Consent Form and has agreed to take the examination or test, the employee's supervisor must ensure that the following actions are taken:
 - a. The employee is to be accompanied by a County representative driving and/or escorting the employee to the test site in a County vehicle or by appointing a designee to drive and/or escort the employee to the test site.
 - b. Inform the risk manager at Human Resources so they may contact the designated facility and provide directions.

- c. If the employee has requested Union representation, notify the employee's Union representative that the employee is being transported for an examination or test.
- d. Ensure that the employee is transported to the examination or test site in accordance with Section 7(a) above.
- e. Upon arrival at the examination or test site, the employee will be required to complete the necessary laboratory testing form(s). Failure to promptly complete these forms will be considered failure to cooperate and, therefore, insubordination, which will serve as grounds for recommendation of termination.
- f. The employee will be examined by a physician, and test(s) will be conducted by a physician or laboratory personnel. No County representative will accompany the employee to the restroom for any specimen collection during testing.
- g. Immediately after the examination or test, the physician will provide the County Administrator or the Director of Human Resources with a Performance Impairment Report which will document the reason(s), if known, for the employee's behavior, medical condition, medication if any, test(s) conducted, test results, and a return-to-work statement if appropriate under the circumstances.
- h. Inform the employee that a County representative will contact him or her as soon as the examination or test results are known.
- i. Request that the employee relinquish possession of all keys or keycards and other County belongings prior to driving and escorting the employee to his or home.
- j. At the conclusion of the test, drive and escort the employee to his or her home in a County vehicle or appoint a designee to drive and escort the employee to his or her home. Once the employee has been transported home, inform them that he or she is immediately suspended without pay pending the results of the examination or test. – They may contact the office of Human Resources with any questions.

VI. EXAMINATION OF TEST RESULTS

- A. General Information: Under normal procedures, test results may be expected within forty-eight (48) hours of testing. Return of test results may be longer over weekends and holidays. Laboratory personnel will contact the County

representative who requested the test by telephone when the test results are known. A written confirmation will be provided to the County following the telephone notification. The employee may make a request in writing to obtain test results from the County representative or may obtain a written confirmation directly from the laboratory's medical records department within seven (7) business days following confirmed results.

B. Initial Test Results

1. Positive or Positive-Dilute - If the initial test returns a positive or positive-dilute result, a second test will be conducted on the original specimen for confirmation of the initial test result in accordance with Section VI.C. For clarification, in the case of a positive-dilute result, the second test is required under this Policy, not because the tested specimen was dilute, but for confirmation of the initial positive test result because positive-dilute initial test results are treated, and handled in the same manner, as positive initial test results.
2. Negative-Dilute – If the initial test returns a negative-dilute result, the employee will be notified without forewarning to report to the County's designated certified facility for testing as soon as reasonably possible following notification. The result of the second test, not the result of the initial test, will be treated as the employee's official test result of record. If the result of the second test is also negative-dilute, no additional testing will be conducted for the reason that the result was dilute unless the MRO directs that a recollection must be conducted pursuant to 49 CFR Part 40. An employee's refusal to cooperate in the second test identified in this Section VI.B.2 when notified to do so will be considered insubordination and will result in an employee being recommended for termination.

C. Confirmed Positive or Positive-Dilute Result: After requiring the employee to be tested for job-related reasons due to suspected use of alcohol or Controlled, Illegal, or Unauthorized Substances and Materials, and after receiving notice that the employee has tested positive or positive-dilute for the use of any alcohol or Controlled, Illegal, or Unauthorized Controlled Substance and the positive or positive-dilute result has been confirmed through a second positive or positive-dilute result, the following will occur:

1. The MRO of the certified facility will contact the employee directly and inform him or her of the confirmation of the positive or positive-dilute result. The MRO will then notify the County's Risk Management Administrator.

2. Upon notification of a positive or positive-dilute result, the Director of Human Resources or Designee will, after confirmation of the positive or positive-dilute test result, deliver the following documents to the employee, either in person or by certified mail, return receipt requested, within thirty (30) days from the date the test was performed:
 - a. A copy of the laboratory test indicating the initial and confirmation test results;
 - b. A copy of the employer's written policy on employees' alcohol use and substance use;
 - c. Written notice of the intent to recommend termination of employment; and
 - d. A statement or copy of the provisions of Section 17-214 of the Health-General Article, Annotated Code of Maryland, permitting the employee to request independent testing of the same sample for verification of the test result.
 - e. A list of qualified Substance Abuse Professionals (SAP's) in accordance with DOT regulation §40.281.
- D. Employee-Requested Independent Testing: A person who is required to submit to job-related testing due to suspected use of alcohol or Controlled, Illegal, or Unauthorized Substances and Materials may request independent testing of the same sample for verification of the test results by a laboratory that holds a permit under the Health-General Article of the Annotated Code of Maryland for laboratory testing or, if located outside the State of Maryland, is certified or otherwise approved under the provisions of the Health-General Article of the Annotated Code of Maryland. Any employee requesting independent testing of the same sample for verification of the test results will pay the cost of the independent test (prior to the original testing laboratory sending the same sample to the independent laboratory for independent testing). If a positive or positive-dilute result is reported by the original testing laboratory and if the person who was tested has made a request for a verification test, a second test of the same sample will be ordered from a testing laboratory that is separate from and independent of the original testing laboratory. During the time required to perform the second test, an employee who has made such a request will remain on leave without pay. If both laboratory facilities confirm the Presence of a Substance, a tentative employment offer will be withdrawn from a potential employee or the recommendation of termination proceeding will commence for a current employee.
- E. Exceptions: The provisions of Section VI.C. and Section VI.D. do not apply to the following:
1. Alcohol or Controlled Substance testing of a person under arrest or held by a law enforcement or corrections agency;

2. Alcohol testing procedures conducted by a law enforcement or corrections agency on breath testing equipment certified by the Maryland State toxicologist; or
 3. Controlled Substance testing by a laboratory facility of a law enforcement or corrections agency that maintains laboratory testing standards comparable to the standards in this section.
- F. Confidential Information: In the course of obtaining information for, or as a result of, conducting job-related alcohol or Controlled Substance testing for an employer under the provisions of this Policy, a laboratory, a physician including a physician retained by the County, or any other person may reveal to the County only that information relevant to the instant testing and may not reveal to the County information regarding the following:
1. The use of a non-prescription drug, excluding alcohol, that is not prohibited under the laws of the State of Maryland; or
 2. The use of a medically prescribed drug, unless the person being tested is unable to establish that the drug was medically prescribed under the laws of the State of Maryland or that the amount found was consistent with the prescribed dosage as medically prescribed under the laws of the State of Maryland.
 - Medical marijuana remains a federally prohibited substance and is not afforded the same confidential protections and any use, prescribed or recreational, will be subject to disclosure during testing.

VII. DISCIPLINARY ACTION AND EMPLOYMENT STATUS

- A. If a covered **safety sensitive** employee has a confirmed alcohol test with a BAC of 0.02-.039, it will result in the immediate temporary removal of job duties. If a covered employee has a verified positive test with a confirmed alcohol test of a BAC of .04 or greater or refuses to submit to any drug or alcohol test required in this policy, it will result in the immediate and permanent removal of job duties from the employee, pursuant to DOT 49 CFR Part 40.

The removal of job duties from a covered **safety sensitive** employee in the County in accordance with DOT 49 CFR Part 40, whether temporary or permanent, may result in additional consequences up to and including termination pursuant to the County's own authority as the employer.

If a covered **safety sensitive employee** has a confirmed positive drug test or refuses to submit to any drug test required in this policy, the employee will be placed on unpaid administrative leave until the recommendation for termination can be formally made to the BOCC. If the resulting test is part of a pre-employment screening, the conditional offer will be rescinded.

*If a covered employee in a **non-safety sensitive** role has a confirmed positive drug test or alcohol test with a BAC of .07 or greater or refuses to submit to any drug or alcohol test required in this policy, the employee is to be considered impaired and

will be placed on unpaid administrative leave until the recommendation for termination can be formally made to the BOCC. If the resulting test is conducted as part of a pre-employment screening, the conditional offer will be rescinded.

- B. If a positive or positive-dilute result is reported, a second test, performed by a laboratory separate from and independent of the original testing facility, will be ordered. During this time, the employee will remain on leave without pay. If both laboratory facilities confirm the Presence of a Substance, the tentative employment offer will be withdrawn from a potential employee or the employment of an existing employee will be recommended for termination.

- C. For Reasonable Suspicion Testing, if a negative test result is reported, but the physician determines the employee's behavior is still impaired and, therefore, will not release the employee for work, the employee will continue to be relieved of duty and will use his or her accrued sick leave or any available paid leave to cover the period of absence. If no sick or other paid leave is available, the employee will be placed on unpaid leave. The employee is responsible for providing a physician's statement releasing the employee to return to work. The physician's statement must be acceptable to the County and must include the reason(s), if known, for the employee's behavior, including medical condition and medication, the effective date of return to work or period of impairment, and any restrictions or limitations if applicable.

VIII. MISCELLANEOUS

- A. The County reserves the right to change the provisions of this Policy at their discretion. All affected employees will be notified prior to instituting the changes. Changes required by federal, State, and/or local law will not require advance notification.

- B. Where conflict may exist between this Policy and federal, State, or local law, including the Americans with Disabilities Act of 1990, as amended, and/or its State counterpart, the County will conform to the applicable law. All other provisions, however, shall remain in full force and effect. To the extent that State or local law conflicts with DOT and/or FTA regulations, including 49 CFR Part 40, as amended, and 49 CFR Part 655, as amended, the DOT and/or FTA regulations shall take precedence.

- C. The testing procedures set forth herein will protect individual privacy, ensure accountability and integrity of the specimens, require confirmation of all positive screening tests, and provide confidentiality for test results and medical histories to the extent and manner specified in 49 CFR Part 40, as amended, and will ensure non-discriminatory testing methods and compliance with the Americans with Disabilities Act of 1990.



**GENERAL ALCOHOL AND/OR DRUG SCREEN
PERFORMANCE IMPAIRMENT EXAMINATION CONSENT**

EMPLOYEE NAME: _____

DATE: _____

NAME OF COUNTY REPRESENTATIVE REQUESTING EXAMINATION OR TEST:

NAME OF COUNTY REPRESENTATIVE ACCOMPANYING EMPLOYEE:

MEDICAL CONSENT: I consent to a medical examination and the collection of blood and urine samples by the staff of the Board of County Commissioners' designated certified testing facility pursuant to Policy No. PR-5 or any other designated laboratory as requested by the Board of County Commissioners to determine the presence of alcohol and/or drugs.

AUTHORIZATION TO RELEASE INFORMATION: I authorize the Board of County Commissioners' designated certified testing facility pursuant to Policy No. PR-5 or any other designated laboratory, pursuant to Policy No. PR-5, to release any and all medical information obtained during this examination and testing procedure to the proper Washington County Official.

I understand that my alteration of this Consent Form, my refusal to consent to or cooperate fully with a medical examination and the collection of blood and urine samples, or my refusal to authorize release of information to the County constitutes insubordination and is grounds for recommendation of termination.

I understand that a positive result on these tests is grounds for recommendation of termination.

Employee's Signature

Date

County Representative's Signature

Date

County Representative's Printed Name

Reasonable Suspicion Testing Checklist

This checklist and consent form is used to determine and document reasonable suspicion of a potential violation of the Drug-Free Workplace policy. In such instances, the supervisor or manager observing the behavior with another supervisor/manager as witness, must each complete a checklist. It must be completed prior to testing and must be used to notify the individual that they are being asked to submit to drug and alcohol testing.

Date: _____ Time: _____ a.m. /p.m.

Name of observed individual (Print): _____ Employee ID#: _____

OBSERVED INDICATORS CHECKLIST:

Physical Indicators:

<p>WALKING</p> <p><input type="checkbox"/> Holding on</p> <p><input type="checkbox"/> Stumbling</p> <p><input type="checkbox"/> Unable to walk</p> <p><input type="checkbox"/> Unsteady</p> <p><input type="checkbox"/> Staggering</p> <p><input type="checkbox"/> Swaying</p> <p><input type="checkbox"/> Falling</p> <p><input type="checkbox"/> Other _____</p>	<p>FACE</p> <p><input type="checkbox"/> Red/flushed</p> <p><input type="checkbox"/> Pale</p> <p><input type="checkbox"/> Sweaty</p> <p><input type="checkbox"/> Appears normal</p> <p><input type="checkbox"/> Slobbering</p> <p><input type="checkbox"/> Grinding teeth</p> <p><input type="checkbox"/> Dry mouth</p> <p><input type="checkbox"/> Runny nose</p> <p><input type="checkbox"/> Other _____</p>	<p>SPEECH</p> <p><input type="checkbox"/> Whispering</p> <p><input type="checkbox"/> Slurred</p> <p><input type="checkbox"/> Shouting</p> <p><input type="checkbox"/> Incoherent</p> <p><input type="checkbox"/> Silent</p> <p><input type="checkbox"/> Rambling</p> <p><input type="checkbox"/> Slow</p> <p><input type="checkbox"/> Other _____</p>	<p>BREATH/ODOR</p> <p><input type="checkbox"/> No alcohol odor</p> <p><input type="checkbox"/> Faint alcohol odor</p> <p><input type="checkbox"/> Strong alcohol odor</p> <p><input type="checkbox"/> Sweet/pungent tobacco odor</p> <p><input type="checkbox"/> Chemical odor</p> <p><input type="checkbox"/> Marijuana odor</p> <p><input type="checkbox"/> Breath spray/mouthwash</p> <p><input type="checkbox"/> None Gum</p> <p><input type="checkbox"/> Mints Candy</p> <p><input type="checkbox"/> Other _____</p>
<p>STANDING</p> <p><input type="checkbox"/> Swaying</p> <p><input type="checkbox"/> Feet wide apart</p> <p><input type="checkbox"/> Rigid</p> <p><input type="checkbox"/> Staggering</p> <p><input type="checkbox"/> Sagging at knees</p> <p><input type="checkbox"/> Other _____</p>	<p>EYES</p> <p><input type="checkbox"/> Watery</p> <p><input type="checkbox"/> Bloodshot</p> <p><input type="checkbox"/> Glassy</p> <p><input type="checkbox"/> Dilated</p> <p><input type="checkbox"/> Closed</p> <p><input type="checkbox"/> Droopy eye lids</p> <p><input type="checkbox"/> Appear normal</p>	<p>MOVEMENTS</p> <p><input type="checkbox"/> Fumbling</p> <p><input type="checkbox"/> Jerky</p> <p><input type="checkbox"/> Nervous</p> <p><input type="checkbox"/> Slow</p> <p><input type="checkbox"/> Hyperactive</p> <p><input type="checkbox"/> Other _____</p>	<p>APPEARANCE</p> <p><input type="checkbox"/> Messy</p> <p><input type="checkbox"/> Dirty/stained clothing</p> <p><input type="checkbox"/> Burns on person/clothing</p> <p><input type="checkbox"/> Ripped/torn clothing</p> <p><input type="checkbox"/> Partially dressed</p> <p><input type="checkbox"/> Puncture marks/needle tracks</p> <p><input type="checkbox"/> Appears normal</p>

Behavioral Indicators:

<p>DEMEANOR</p> <p><input type="checkbox"/> Cooperative</p> <p><input type="checkbox"/> Talkative</p> <p><input type="checkbox"/> Sarcastic</p> <p><input type="checkbox"/> Anxious</p> <p><input type="checkbox"/> Disoriented</p> <p><input type="checkbox"/> Sleepy</p> <p><input type="checkbox"/> Polite</p> <p><input type="checkbox"/> Silent</p> <p><input type="checkbox"/> Belligerent</p> <p><input type="checkbox"/> Excited</p> <p><input type="checkbox"/> Inattentive</p> <p><input type="checkbox"/> Drowsy</p>	<p>ACTIONS</p> <p><input type="checkbox"/> Fighting</p> <p><input type="checkbox"/> Erratic</p> <p><input type="checkbox"/> Threatening</p> <p><input type="checkbox"/> Non-communicative</p> <p><input type="checkbox"/> Argumentative</p> <p><input type="checkbox"/> Calm</p> <p><input type="checkbox"/> Resisting communication</p> <p><input type="checkbox"/> Tearful/crying</p> <p><input type="checkbox"/> Mood changes</p> <p><input type="checkbox"/> Appears normal</p> <p><input type="checkbox"/> Other _____</p>	<p><input type="checkbox"/> Profanity</p> <p><input type="checkbox"/> Hostile</p> <p><input type="checkbox"/> Hyperactive</p> <p><input type="checkbox"/> Sleeping on job</p> <p><input type="checkbox"/> Other _____</p>
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Comments and other observations: _____

Additional facts:

Presence of alcohol and/or drugs in individual's possession or vicinity

On the job misconduct by individual (specify) _____

Individual admission concerning alcohol use and/or drug use or possession

List other witnesses to individual's conduct and summarize what they say they witnessed below

Individual declined to comment or
 Individual's explanation for behavior _____

Is individual at least 18 years of age? YES NO If "no", contact HR for the signed consent form

Completed by (signature): _____ Date: _____ Time: _____ a.m./p.m.
 (Printed name): _____ Title: _____



Agenda Report Form

Open Session Item

SUBJECT: Agriculture Education Center Pole Barn Building Donation

PRESENTATION DATE: December 17, 2024

PRESENTATION BY: Andrew Eshleman, P.E., Director, Division of Public Works

RECOMMENDED MOTION: Seek consensus on the County's acceptance of a pole barn building to be constructed at the Agriculture Education Center via donated funds.

REPORT-IN-BRIEF: Ad and Janet Fulton desire to donate \$500,000 in stock towards the construction of an approximate 60' x 120' open air pole barn building at the Washington County Agriculture Education Center. The donation of funds would be given to a non-profit with 501(c)3 status. It is undetermined at this time if the non-profit or the County would manage the design and construction.

DISCUSSION: The County is a tax-exempt organization, and therefore, the donor desires to make the donation through a 501(c)3 non-profit in calendar year 2024. The details of the arrangement have not been settled, but the intention is for the County Attorney's Office to draft a Memorandum of Agreement between the stakeholders detailing the terms and conditions. Items for consideration include the source of funds, project management responsibilities, shortfall or use of excess of funds, schedule, and defining the funds as a gift with no future facility or use conditions or restrictions in exchange for the donation.

Staff is seeking consensus from the Board of County Commissioners on their desire for staff to coordinate with the donor and non-profit with the ultimate outcome of constructing and ownership acceptance of a open air pole barn building.

FISCAL IMPACT: Future operation, maintenance and replacement costs

CONCURRENCES: County Administrator

ALTERNATIVES: Reject donation offer

ATTACHMENTS: Site location exhibit

AUDIO/VISUAL NEEDS:

LOCATION EXHIBIT





Agenda Report Form

Open Session Item

SUBJECT: Insurance Renewal for Washington County Volunteer Fire & Rescue Association beginning January 1, 2025 through December 31, 2025

PRESENTATION DATE: December 17, 2024

PRESENTATION BY: Tracy McCammon, Risk Management Coordinator and Patrick Buck, CBIZ Insurance Services

RECOMMENDED MOTION: Move to renew the commercial property, auto and casualty package with VFIS Insurance Company at the estimated Premium of \$537,570, worker's compensation insurance with Chesapeake Employers Insurance Company at the estimate premium of \$350,164 and cyber liability with BCS Insurance Company at the estimate premium of \$13,651. The AD&D insurance remains with Provident Insurance with no increase in premium due to a 3-year rate lock that expires in 2027.

REPORT-IN-BRIEF: VFIS submitted the lowest proposal. The renewal rates are reflected on the attached premium comparison.

DISCUSSION: CBIZ Insurance Services "shopped" the insurance market for better premium rates and deductibles. Unfortunately, carriers were declining to quote due to unfavorable loss history, particularly in the past 2 years. VFIS is willing to renew the insurance package but stands firm with increases to our deductibles. Deductible increases are itemized on the attached premium comparison.

FISCAL IMPACT: Total premium for all coverages is \$933,166. The actual premiums paid in CY2024 were \$879,604. Though premiums increased by 6%, we are within budget. VFIS requires a down payment of \$43,781 due on January 1, 2025. The remaining balance will be paid in nine monthly installments. Chesapeake Employers Insurance also requires a down payment of \$70,033 due on January 1, 2025. The remaining balance will be paid in nine monthly installments.

CONCURRENCES: Dave Hays, Director of Emergency Services and Chip Rose, Director of Human Resources

ALTERNATIVES: Complete another market bid but would create a lapse in coverage

ATTACHMENTS: Premium comparison

AUDIO/VISUAL NEEDS: None

Coverage	2024	2025	\$ +/-	% +/-
	Annualized Premium	Estimated Premium		
Property	\$72,087	\$76,076	\$3,989	6%
Crime	\$11,599	\$13,031	\$1,432	12%
Portable Equipment	\$4,927	\$4,403	-\$524	-11%
Automobile	\$303,024	\$360,407	\$57,383	19%
General Liability	\$42,029	\$38,134	-\$3,895	-9%
Management Liability	\$14,420	\$10,098	-\$4,322	-30%
Umbrella	\$39,501	\$33,381	-\$6,120	-15%
Boat	\$0	\$2,040	\$2,040	100%
Total VFIS Premiums	\$487,587	\$537,570	\$49,983	10%
Workers Compensation	\$345,544	\$350,164	\$4,620	1%
Total Chesapeake Premium	\$345,544	\$350,164	\$4,620	1%
Smithsburg Emergency Medical Service Cyber	\$2,559	\$2,354	-\$205	-8%
Williamsport Volunteer Fire & EMS Cyber	\$2,756	\$2,494	-\$262	-10%
The Volunteer Fire Company of Halfway, MD Inc. Cyber	\$3,041	\$2,774	-\$267	-9%
Community Rescue Service Co. Cyber	\$3,973	\$3,684	-\$289	-7%
Washington County Volunteer Fire and Rescue Association Cyber	\$2,363	\$2,345	-\$18	-1%
Total Cyber Premiums	\$14,692	\$13,651	-\$1,041	-7%
Accident (AD&D)	\$31,781	\$31,781	\$0	0%
Total Accident Premium	\$31,781	\$31,781	\$0	0%
Total Premium	\$879,604	\$933,166	\$53,562	6%

Notable Changes in Deductibles

Property deductible increased from \$500 to \$5,000

GL deductible increased from \$0 to \$10,000

Portable Equipment deductible increased from \$1,000 to \$5,000

Auto Liability deductible increased from \$0 to \$10,000

Auto Physical Damage deductible increased from \$2,000 to \$5,000



Open Session Item

SUBJECT: Agriculture – Faces of Farming Presentation

PRESENTATION DATE: Tuesday, December 17, 2024

PRESENTATION BY: Kelsey Keadle, Business Specialist, Agriculture
Department of Business and Economic Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: “Faces of Farming” is an agricultural-focused video marketing campaign that will showcase two local Washington County farms every month, for one year. The “Faces of Farming” marketing videos will be showcased on the County’s website, as well as Facebook and other social media platforms, and will target a new industry and highlight a local farmer from that specific agricultural industry. Additionally, the Faces of Farming marketing campaign will be utilized in Washington County Public Schools as an agricultural education element focused on kindergarten to Fifth grade students to connect Washington County youth directly with local farms.

DISCUSSION: Washington County’s agricultural business represents the backbone of the County’s landscape. With almost 900 operating family farms and \$167,907,000 in market value of products sold, agriculture is the cornerstone of Washington County’s economy. The “Faces of Farming” marketing campaign will aim to educate residents in Washington County, along with the surrounding States and Counties, about the economic impact of the Ag industry. Additionally, these videos will be used for agricultural education to numerous streams around Washington County, such as, 4-H and FFA (Future Farmers of America) meetings, Ag Expo and Fair, and they will be available on the Washington County Ag App and website.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Yes - Faces of Farming Videos: Waltz Family Farm of Smithsburg, MD and Misty Meadow Farm (Jeni Malott) of Smithsburg, MD.