



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

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Finance Committee, Chair
Parking Committee, Chair
Ordinance and Rules Committee

AGENDA
FINANCE COMMITTEE MEETING
Monday, November 20, 2023
6:30 PM

AV ROOM #308, CITY HALL, CHARLESTON, WV

AVAILABLE TO VIEW VIA LIVESTREAM AT <https://charlestonwv.civicclerk.com/web/home.aspx>

I. DISCUSSION:

- a. Approval of Previous Minutes 11-6-2023

II. RESOLUTIONS:

- a. Resolution No. 907-23 - Confirming the Mayoral appointment of Medical Director to the Charleston Fire Department, and authorizing the Mayor or City Manager to enter into a Medical Director Agreement with Dr. Collin Smith.

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**

MINUTES
FINANCE COMMITTEE MEETING
6:30 P.M., NOVEMBER 6, 2023
AV ROOM #308, CITY HALL

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:30 p.m., November 6, 2023.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Joseph Jenkins, Chair
Brent Burton, Vice Chair
Becky Ceperley
Larry Moore
Chad Robinson (arrived 6:32)
Shawn Taylor

Absent:
Mary Beth Hoover

Other Councilmembers present:
Chelsea Steelhammer
Frank Annie
Joe Solomon
Emmett Pepper
Beth Kerns

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Burton asked for unanimous consent to dispense with the reading of the minutes for the October 16, 2023 meeting and that they be approved as distributed. There were no objections, and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 898-23 – Authorizing “Citizen Appreciation Parking” for every Saturday from Thanksgiving to New Year’s Day, specifically November 25, 2023, December 2, 2023, December 9, 2023, December 16, 2023, December 23, 2023, and December 30, 2023. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately \$2,100.00 per Saturday.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That “Citizen Appreciation Parking” is authorized for November 25, 2023, December 2, 2023, December 9, 2023, December 16, 2023, December 23, 2023, and December 30, 2023. “Citizen Appreciation Parking” shall include the waiving of hourly parking fees at all metered on-street parking spaces. The parking revenue losses will amount to approximately \$2,100.00 per Saturday.

And, therefore, that the Mayor or City Manager is hereby authorized to enter into any necessary documents to effectuate the transfer of the 9 parcels to the Charleston Land Reuse Agency in exchange for receipt of 8 parcels from the same.

City Manager, Ben Mishoe, added that “Citizen Appreciation Parking” has been done for many years.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative*, Chairperson Jenkins declared Resolution No. 898-23 approved.

*Robinson was absent for the vote.

- b. Resolution No. 899-23 – Authorizing the Mayor or City Manager to submit a Letter of Intent to the Kanawha County Commission Public Safety Grant Program in the amount of \$10,000 and administer any funds awarded. These funds will be used by the Charleston Fire Department to purchase two hard diving helmets.

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

That the Mayor or City Manager is authorized to submit a Letter of Intent to the Kanawha County Commission Public Safety Grant Program in the amount of \$10,000 and administer any funds awarded. These funds will be used by the Charleston Fire Department to purchase two hard diving helmets.

Mishoe added that the Fire Department is seeking the grant to purchase diving helmets. There are no matching funds required.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 899-23 approved.

- c. Resolution No. 900-23 – Authorizing the Mayor or City Manager to apply to the Kanawha County Commission under the Kanawha County Public Safety Grant Program in the amount of \$25,000 and administer any funds awarded. These funds will be used by the Charleston Police to purchase safety equipment for the Hybrid Unit officers including first aid kits, polarized sunglasses, repelling gear and safety vests.

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

That the Mayor or City Manager is authorized to apply to the Kanawha County Commission under the Kanawha County Public Safety Grant Program in the amount of \$25,000 and administer any funds awarded. These funds will be used by the Charleston Police to purchase safety equipment for the Hybrid Unit officers including first aid kits, polarized sunglasses, repelling gear and safety vests.

Mishoe added that Police Department is seeking the grant to purchase safety equipment for the Hybrid Unit. There are no matching funds required.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 900-23 approved.

- d. Resolution No. 901-23 – Authorizing the Mayor or City Manager to enter into a contract with Advantage Technology to provide and install hardware and software necessary to upgrade the City’s network backbone located in City Hall, and to provide and install fiberoptic OM4 throughout City Hall to replace the existing OM1 cable, all as outlined in the attached Phase 1, Phase 2A, and Phase 2B proposals, for a total cost of \$217,675.42, where Advantage Technology was chosen following an expression of interest interview and selection process.

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

That the Mayor or City Manager is hereby authorized to enter into a contract with Advantage Technology to provide and install hardware and software necessary to upgrade the City’s network backbone located in City Hall, and to provide and install fiberoptic OM4 throughout City Hall to replace the existing OM1 cable, all as outlined in the attached Phase 1, Phase 2A, and Phase 2B proposals, for a total cost of \$217,675.42.

Mishoe added that this is a major upgrade to the City’s network backbone. This will completely replace and modernize the switches and install fiberoptic cable throughout City Hall.

IS Director, Adam Cottrell, added that the changes in technology over the past ten years (such as video conferencing) has put a strain on the older network. This is also essential to be able to accomplish other projects in the future.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 901-23 Committee Substitute approved.

- e. Resolution No. 902-23 – Authorizing the Mayor or City Manager to enter into a Reimbursement Agreement, and any other necessary or related documents, with The West Virginia Department of Health and Human Resources' Office of the Chief Medical Examiner to allow the City to purchase and facilitate the construction of a concrete pad along with the purchase and installation of four Columbaria at Spring Hill Cemetery, as detailed in the attached exhibit, for the purposes set forth in West Virginia Code § 61-12-15, where the agreement requires the State to reimburse the City for all expenditures made in connection with this project.

Be it Resolved by the Council of the City of Charleston, West Virginia:

The Mayor or City Manager is authorized to enter into a Reimbursement Agreement, and any other necessary or related documents, with The West Virginia Department of Health and Human Resources' Office of the Chief Medical Examiner to allow the City to purchase and facilitate the construction of a concrete pad along with the purchase and installation of four Columbaria at Spring Hill Cemetery, as detailed in the attached exhibit, for the purposes set forth in West Virginia Code § 61-12-15, where the agreement requires the State to reimburse the City for all expenditures made in connection with this project.

Mishoe added that the Reimbursement Agreement states that the City will construct the concrete pad and purchase the Columbaria. He added that only cemeteries are allowed to purchase them. The State will reimburse the City entirely.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 902-23 approved.

- f. Resolution No. 903-23 – Authorizing the Mayor or City Manager or Director of Transportation, Parking and Traffic, notwithstanding any other provision in City Code in relation to rates or fees, to enter an agreement with Worley Group, Inc., to provide up to 120 monthly parking spaces in Municipal Parking Building #2 for a duration of 36 months without cost to the employees of Worley Group, Inc., which is not currently operating in the City, provided the entity commits to establishing new operations for a minimum Seven-year lease in a downtown facility, and where any parking above the maximum amount contained herein and beyond the 36-month period will be paid at the standard parking rates for the building.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager or Director of Transportation, Parking and Traffic, notwithstanding any other provision in City Code in relation to rates or fees, is authorized to enter an agreement with Worley Group, Inc., to provide up to 120 monthly parking spaces in Municipal Parking Building #2 for a duration of 36 months without cost to the employees of Worley Group, Inc., which is not currently operating in the City, provided the entity commits to establishing new operations for a minimum Seven-year lease in a downtown facility, and where any parking above the maximum amount contained herein and beyond the 36-month period will be paid at the standard parking rates for the building.

Mishoe added that the Administration has been working on this agreement for over a year. It will authorize up to 120 spaces for 36 months. He added that this is a major economic development for downtown Charleston.

Councilmember Ceperley spoke in favor of the resolution.

Councilmember Jenkins agreed that it was a great development.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 903-23 approved.

- g. Resolution No. 904-23 – Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding (“MOU”) with Kanawha Valley Collective, Inc. (“KVC”) for the purpose operating warming and cooling centers in the City of Charleston, with up to \$100,000 in costs being reimbursable by the City, as allocated through the CARE Office’s Contracted Services in the City’s fiscal year 2024 budget, and pursuant to the terms and conditions set forth in the attached MOU.

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

That the Mayor or City Manager is hereby authorized to enter into a Memorandum of Understanding (“MOU”) with Kanawha Valley Collective, Inc. (“KVC”) for the purpose operating warming and cooling centers in the City of Charleston, with up to \$100,000 in costs being reimbursable by the City, as allocated through the CARE Office’s Contracted Services in the City’s fiscal year 2024 budget, and pursuant to the terms and conditions set forth in the attached MOU.

Mishoe added that the Kanawha Valley Collective has operated these centers for many years. The expense has been accounted for in the budget. The threshold for the warming centers will be 20 degrees or lower, and anytime a heat advisory is issued for the cooling centers.

Councilmember Ceperley spoke in favor of the resolution.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 904-23 approved.

- h. Resolution No. 905-23 – Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority (“KRT”) on November 15, 2023. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

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

That the Mayor or City Manager is authorized to apply to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by the Kanawha Valley Regional Transportation Authority (“KRT”) on November 15, 2023. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report same to the Finance Committee and Council at the next scheduled meeting.

Mishoe added that this has been done in the past. A pre-authorization is necessary because the prices are only good for 24 hours after the bid opening on November 15.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 905-23 approved.

- i. Resolution No. 906-23 – Proclaiming that the Council for the City of Charleston acknowledges and accepts the terms and conditions of the Settlement Agreement with Masters Pharmaceutical, LLC f/k/a Masters Pharmaceutical, Inc., d/b/a River City Pharma and River City Pharma, LLC, and affirming the Mayor’s authorization to execute Exhibit C to that agreement acknowledging and agreeing to such terms, which is attached to, and incorporated in, the settlement agreement and titled Masters Pharmaceutical Settlement Participation Agreement.

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

That the Council for the City of Charleston proclaims that it acknowledges and accepts the terms and conditions of the Settlement Agreement with Masters Pharmaceutical, LLC f/k/a Masters Pharmaceutical, Inc., d/b/a River City Pharma and River City Pharma, LLC, relating to opioid claims made on behalf of the City of Charleston, and affirms the Mayor’s authorization to execute the Exhibit C – Masters Pharmaceutical Settlement Participation Agreement, acknowledging and agreeing to such terms, which is attached to, and incorporated in the settlement agreement as an exhibit.

City Attorney, Kevin Baker, added that this is a minor settlement as part of the ongoing opioid litigation.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Resolution No. 906-23 approved.

- j. Bill No. 8018 – A BILL to amend the Municipal Code of the City of Charleston, as amended, by adding thereto a new section, designated Sec. 54-107, relating to creating a Charleston Fire Department sick leave pool for uniformed employees; vesting the Human Resources Department with the authority to administer the sick leave pool; setting forth certain eligibility criteria and requirements for utilizing and administering the sick leave pool; creating the CFD Sick Pool Eligibility Committee; and vesting the CFD Sick Pool Eligibility Committee with authority to make final decisions with respect to applicant eligibility for sick pool benefits.

WHEREAS, the Charleston WV Professional Firefighters IAFF Local 317 has operated a sick coverage pool for an unknown period of time wherein members cover shifts for eligible employees, but where such practice has hindered the ability of employees to obtain short-term disability benefits; and

WHEREAS, the Charleston WV Professional Firefighters IAFF Local 317, the Charleston Fire Department leadership, and the City of Charleston Human Resources Department agree that ceasing operation of the sick coverage pool and formalizing within the City of Charleston a sick pool for professional fire fighters is in the best interest of the City and the employees of the Charleston Fire Department; and

WHEREAS, the City Council for the City of Charleston believes that the Uniformed Fire Sick Leave Pool policy should be codified and authority for management of the pool should be vested in the City's Human Resources Department.

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

That the Municipal Code of the City of Charleston, as amended, is hereby amended by adding thereto a new section, designated Sec. 54-107, to read as follows:

CHAPTER 54. – FIRE PREVENTION AND PROTECTION.

ARTICLE II. – FIRE DEPARTMENT.

DIVISION 3. – VACATION, OTHER LEAVE, DUTY HOURS, AND CALCULATION OF OVERTIME PAY.

Sec. 54-107. – Uniformed Fire Sick Leave Pool.

(a) The purpose of the Uniformed Fire Sick Leave Pool is to allow a system whereby qualified uniformed members of the Charleston Fire Department may collectively insure against the extended use of any one member's individually accumulated leave by creating a pool of leave that is for the mutual protection of qualified members who suffer from prolonged illness, sickness, or convalescence from injuries and are off duty for a prolonged period of time.

(b) There is hereby created the Uniformed Fire Sick Leave Pool for the purpose described herein. The administration of the Pool is vested with the City of Charleston

Human Resources Department. The Human Resources Department shall supervise and administer the contribution of time to the Pool and the use of time from the Pool. The eligibility determinations are to be made by a committee of five people as set forth in this section and known as the CFD Sick Pool Eligibility Committee. Decisions of the CFD Sick Pool Eligibility Committee are final.

(c) To carry out the purposes of the Uniformed Fire Sick Leave Pool, an initial amount of sick leave hours shall be deposited into the Pool, which shall not be less than 336 total hours and which shall consist of a required contribution of either 12 hours of annual leave time or 12 hours of sick leave time per participating member, whichever is the choice of said member as indicated on a form filed with the Human Resources Department. Said form shall also indicate each member's decision to enter the Uniformed Fire Sick Leave Pool and acceptance of the terms and conditions of participation, including that a waiver of private health information must be given to the CFD Sick Pool Eligibility Committee for the purpose of evaluating applications for Sick Pool benefits. When the number of sick leave hours remaining in the Pool shall be less than 336, each participating member of the Uniformed Fire Sick Leave Pool shall be assessed a total of either 12 hours sick time or 12 hours annual leave time to replenish the pool of hours, whichever is the choice of said member as indicated on a form filed with the Human Resources Department.

(d) Qualifications. To participate in the Uniformed Fire Sick Leave Pool a member must be a member of the Charleston Fire Department who has passed the Civil Service examination, been selected by the Civil Service Commission and appointed by the Mayor of Charleston to the Charleston Fire Department, and served one full year as a member of the Charleston Fire Department. In addition, a member shall have accumulated 96 hours of sick leave in order to be eligible to join the Pool and shall be enrolled in the short-term disability benefits offered by the City. Each qualified member shall receive notice of such qualification from the Human Resources Department and the qualified member may choose whether to join the Uniformed Fire Sick Leave Pool. In order to join the Pool, the member shall make an initial contribution of a total of either 12 hours of annual leave time or 12 hours of sick leave time, whichever is the choice of said member, and any other contribution required by this Section.

(e) The operation and use of the Uniformed Fire Sick Leave Pool as herein provided shall be as follows:

(1) Formal application to benefit from the Uniformed Fire Sick Leave Pool by a qualified member of the Pool shall be made to the CFD Sick Pool Eligibility Committee. The application shall set forth in full the reason for their absence from duty with the Charleston Fire Department and their eligibility to draw from the pool of sick leave hours. The application shall include a waiver of private health information authorizing the CFD Sick Pool Eligibility Committee to obtain and review health care records for the purpose of evaluating applications for Sick Pool benefits. The final determination on eligibility, pursuant to this Section, shall be made by the CFD Sick Pool Eligibility

Committee, which shall notify the Human Resources Director, prior to the member being allowed to draw from the Pool. A uniformed member who seeks to improperly receive the benefits of the Pool shall be subject to discipline consistent with all Civil Service laws of the State.

(2) No member shall be eligible to draw days from the Pool until such member shall have used a minimum of 96 hours of consecutive sick time from their individually accrued sick hours. In the event the member does not have 96 accrued sick leave hours, they may use their accrued sick leave hours and additional annual leave hours to total 96 hours, or all their accrued sick leave hours and all of their annual leave hours, and time unpaid, to total 96 duty hours.

(3) The member's absence from duty must be by reason of illness, sickness, or convalescence from injuries sustained, except such injuries as they may sustain while they are off-duty and a participant in some form of professional sport as is deemed hazardous by recognized uniform regulations of insurance companies. The Pool may not be used to care for a family member.

(4) In event the CFD Sick Pool Eligibility Committee approves the application and finds said applicant is eligible to receive sick hours from the Pool, they shall be limited to 30 days from the day such member began missing work, which would allow for the member to apply for short-term disability benefits. It is estimated that getting a member to this point would require up to 144 hours from the Pool. Once a member has reached this point, they are no longer eligible for use of the Pool and will instead rely on their short-term disability benefits.

(5) While drawing hours from the Pool, a member shall not accrue additional vacation and sick hours and any such earned hours will be deposited to the Pool, not kept by the member.

(f) Requirements and provisions pertaining to subsequent membership in the Pool and resignation and/or termination of membership in the Pool are as follows:

(1) Any uniformed member of the Charleston Fire Department who is eligible to be a member of the Uniformed Fire Sick Leave Pool but did not become a member at the time of their initial eligibility may join the Pool by submitting an application form to the Human Resources Department. Members who join the Pool shall be required to contribute a sufficient number of sick hours, annual leave hours, or both, equal to the number that would have made them a member of the Pool had they chosen to participate at the time of their initial eligibility and had remained eligible by contributing to the replenishing of the pool as thereafter required.

(2) A member of the Pool may discontinue their membership therein by giving proper written notice to the Human Resources Director and the CFD Sick Pool Eligibility Committee. However, any hours they have theretofore contributed to the Pool shall not be refunded or transferred back to their individual accumulated hours.

(3) Any member of the Pool who discontinues their duty with the Charleston Fire Department by reason of retirement, resignation, or permanent dismissal shall—immediately upon such discontinuance of employment—be ineligible to draw hours from the Pool. Any hours they have theretofore contributed to the Pool shall not be

refunded or transferred back to their individual accumulated hours.

(4) Any member of the Pool who discontinues their duty with the Charleston Fire Department by reason of granted leave of absence or temporary suspension from duty resulting in reinstatement shall from the date of such discontinuance of duties be ineligible to draw hours from the sick leave pool, and in the event such member resumes duty with the Charleston Fire Department, they shall be eligible as a member of said pool only upon contributing to the pool such number of hours as shall have been required to replenish the pool during the period of their absence from duty.

(5) Any member of the pool resigning or leaving the Charleston Fire Department by any reason which results in their reinstatement as provided by the Civil Service Laws of the State shall not be eligible to rejoin the pool until they have served one full year from date of their reappointment or resumption of duties.

(g) (1) The CFD Sick Pool Eligibility Committee consists of five individuals, as follows: the Mayor of the City of Charleston or the Mayor's designee, the Fire Chief of the City of Charleston or the Fire Chief's designee, and three members of the Charleston Fire Department elected by the members and certified to the City Clerk. Elected members of the Pool serve for staggered terms of three years where a member is elected to the Pool each year. The result of each election shall be certified to the City Clerk, which the Clerk shall provide to City Council as a report of officers.

(2) The CFD Sick Pool Eligibility Committee is authorized to review all applications for use of the Pool, investigate the facts of the situation as necessary, require examinations of applicants if necessary, and approve or deny applications on a case-by-case basis. The CFD Sick Pool Eligibility Committee shall promptly report all of its decisions to the Human Resources Director.

Mishoe added that the bill would allow members of the Fire Department to be able to donate 12 hours of sick/annual leave to the pool. This would allow participating members to use sick leave beyond what they have. There will be a 5-member Board to approve the requests. Each participant would first have to use 96 of their personal leave hours before they would be eligible to use the pool. This would allow members of the Fire Department to build up the required 30 days of sick leave before they would become eligible for short/long-term disability.

Baker added that there is penalty for leaving the pool other than they would not get their donated hours back. Members could join the pool late, as long as they donated the hours that that would have given when they first became eligible.

Councilmember Ceperley asked if this was typical for other cities. Baker added that the Police Department has a similar program already in place.

Councilmember Jenkins added that the State also does something similar for its employees.

Mishoe added that the pool would maintain a minimum of 336 hours. If/when the pool would

drop below that, the members would automatically donate another 12 hours.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Bill No. 8018 approved.

- k. Bill No. 8019 – A BILL enacting a special ordinance of the City of Charleston authorizing the City Manager or Mayor to enter into contracts with the West Virginia Department of Transportation, Division of Highways relating to Governor Jim Justice’s and Secretary of Transportation/Commissioner of Highways Jimmy Wriston’s use of Infrastructure and Investment Jobs Act funding on Non State-owned bridges.

WHEREAS, the State of West Virginia through the West Virginia Department of Transportation, Division of Highways (“WVDOH”), has proposed to spend Infrastructure and Investment Jobs Act (“IIJA”) dollars to rehabilitate or replace bridges owned by municipalities and counties throughout the State; and

WHEREAS, the WVDOH has proposed contracts with the City of Charleston for the rehabilitation or replacement of ten bridges with IIJA dollars, namely: the South Side Bridge, the South Side Bridge/CSX Ramp, the Kanawha Boulevard Bridge, the Virginia Street Bridge, the Quarrier Street Bridge, the Spring Street Bridge, the Loudon Heights Bridge at Olson Road, the Scraggs Drive Bridge, the School Street Bridge, and the Farnsworth Drive Bridge (collectively, the “City Bridges”); and

WHEREAS, the WVDOH proposes to cover all costs associated with the design, plans, any necessary property acquisition, any necessary utility relocation, bidding of project, management of the projects, construction costs associated with the projects, and all payments to consultants and contractors that are part of the projects; and

WHEREAS, the City Bridges will remain in the name of the City and the ongoing maintenance, repair, and upkeep of the bridges shall remain the responsibility of the City of Charleston upon completion of the projects; and

WHEREAS, while the contracts do not require any direct monetary match from the City of Charleston, each contract does require that the City of Charleston agree that the Business and Occupation tax will not be levied against WVDOH contractors regarding gross receipts from construction of each project; and

WHEREAS, the City Council for the City of Charleston hereby finds that entering into the contracts with WVDOH for the work on the City Bridges and thereby providing for a one-time waiver of the Business and Occupation tax upon the WVDOH contractors regarding the construction of each project in lieu of a matching funds requirement is in the best interest of the City of Charleston, its residents, businesses, and visitors.

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

Section 1. That the City Manager or Mayor is authorized to enter into contracts with the West Virginia Department of Transportation, Division of Highways relating to Governor Jim Justice’s and Secretary of Transportation/Commissioner of Highways Jimmy Wriston’s use of Infrastructure and Investment Jobs Act funding on the City

Bridges, an example of which is attached hereto as Exhibit A.

Section 2. That the City Council acknowledges that a requirement of these contracts is that the City will not levy Business and Occupation tax against the WVDOH contractors regarding the construction of each project on the City Bridges and the City Council hereby specifically accepts that provision in each contract.

Section 3. That solely for the purpose of these contracts where the WVDOH is paying all costs associated with the design, plans, any necessary property acquisition, any necessary utility relocation, bidding of project, management of the projects, construction costs associated with the projects, and all payments to consultants and contractors that are part of the projects to rehabilitate or replace the City Bridges, in lieu of any matching funds requirement from the City of Charleston, the City Council hereby declares that the provisions of Section 110-56 of the Municipal Code of the City of Charleston shall not apply to the WVDOH contractors and subcontractors regarding gross receipts from the construction of each project on the City Bridges, thereby eliminating the requirement for those WVDOH contractors and subcontractors to pay the two percent Business and Occupation tax on such income from the construction of these projects on the City Bridges. These WVDOH contractors and subcontractors shall still report the gross income from the projects but the income from these specific projects will be taxed at a zero percent rate.

Section 4. This Ordinance is adopted at the specific request of the WVDOH in lieu of a matching contribution from the City of Charleston and it shall have no other impact on the application of the Business and Occupation tax. The provisions of Section 110-56 of the Municipal Code of the City of Charleston shall remain in full force and effect to be applied consistently to all contractors engaged in business within the City except as stated herein.

Mishoe added that the resolution is for federal money that was given through the State to help evaluate, rehab and affordably replace bridges that are not state-owned. 10 of the 12 city-owned bridges will be included in this program. One requirement is that B&O taxes be waived for the contractors that will be performing the work.

Councilmember Ceperley spoke in favor of the resolution.

Councilmember Burton moved to approve the Resolution. With members present recorded thereon as voting unanimously in the majority as affirmative, Chairperson Jenkins declared Bill No. 8019 approved.

Councilmember Burton motioned to adjourn the meeting.
Meeting adjourned.

Resolution No. 907-23

Introduced in Council:

Adopted by Council:

November 20, 2023

Introduced by:

Referred to:

Joe Jenkins

Finance

Resolution No. 907-23 - Confirming the Mayoral appointment of Dr. Collin Smith pursuant to Section 54-71 of Municipal Code as the Medical Director to the Charleston Fire Department, and authorizing the Mayor or City Manager to enter into a Medical Director Agreement with Dr. Collin Smith in substantially the same form as the attached exhibit, which includes a monthly stipend of \$3,200.00.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the appointment of Dr. Collin Smith as Medical Director of the Charleston Fire Department is hereby confirmed, and the Mayor or City Manager is hereby authorized to enter into a Medical Director Agreement with Dr. Collin Smith in substantially the same form as the attached exhibit, which includes a monthly stipend of \$3,200.00.

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT entered this 1st day of December, 2023, by and between The City of Charleston, a municipal corporation for and on the behalf of the Charleston Fire Department hereinafter referred to as "CFD", and Collin Smith, D.O., hereinafter referred to as "Medical Director".

WHEREAS, the CFD renders emergency medical services pursuant to the Emergency Medical Services Act of 1975, as amended, and the Code of West Virginia of 1931; and

WHEREAS, the agency requires the services of a licensed physician to ensure compliance with the Emergency Medical Services Act of 1975 and the agency desires to enter into this agreement with the medical director; and

WHEREAS, the medical director desires to perform the services required and the medical director desires to enter into this agreement with CFD; and

NOW THEREFORE, in consideration of mutual terms, conditions, covenants, and requirements contained herein, and for the purpose of ensuring medical direction to CFD in accordance with Chapter 16, Article 4C of the Code of West Virginia, the parties agree as follows:

1. CFD shall, consistent with the requirements of W.Va. Code § 16-4C-16, provide professional liability insurance for the Medical Director for any and all activity related to the performance of such duties for CFD.
2. Medical Director agrees that he shall conform to the following:
 - A.) Hold a currently registered license as a physician in WV;
 - B.) Be a full-time emergency physician or practice emergency medicine for at least half time of a full time practice;
 - C.) Possess a valid Drug Enforcement Agency (DEA) number;
 - D.) Perform the following Medical Director duties:
 - 1.) Provide such services as necessary to promote compliance by CFD EMS personnel with professionally recognized standards of patient care;
 - 2.) Direct the EMS system and the EMS personnel in the overall clinical management of patients;

- 3.) Assist with system development through planning, implementing, and evaluating EMS programs;
- 4.) Oversee compliance with medical policies, procedures, standards, and treatment protocols as adopted by CFD;
- 5.) Aid in the establishment of state approved treatment protocols, procedure policies, and guidelines as established by the region or state;
- 6.) Provide information and recommendations on matters requiring physician input, as requested;
- 7.) Aid in compliance with applicable state rules, regulations, and policies;
- 8.) Assist in designing/overseeing compliance with applicable security procedures for medications, fluids, and controlled substances in accordance with the United States Drug Enforcement Administration and state regulations;
- 9.) Provide medical oversight for CFD, including authorizing or prohibiting such personnel from performing Critical Care, Advanced, or Basic Life Support procedures and/or pre-arrival instructions;
- 10.) The Medical Director will oversee and maintain an active role in EMS education in the areas of original certification, recertification, continuing education, communications, and testing;
- 11.) The Medical Director shall provide medical audit, review, and evaluation of the performance of CFD personnel via an established Quality Assurance/Quality Improvement (“QA/QI”) program, at a minimum, which shall include but not be limited to a review of run reports, direct observation, and comparison of field performances with established standards, policies, protocols, and guidelines;
- 12.) The Medical Director shall provide service to CFD at the established monthly rate listed in Article 3 (Compensation) below, and have a minimum engagement of 16 hours per month;
- 13.) The Medical Director shall ensure that the CFD participates in quality assurance programs developed by the state or region;

Medical Director Agreement

- 14.) The Medical Director shall provide advice and direction to CFD on the prevention of illness and injuries which are common to EMS personnel in the performance of their duties;
 - 15.) Medical accountability and quality assurance are of paramount importance in the operation of the EMS System. The Medical Director is responsible for overseeing the medical conduct of the system's prehospital care providers;
 - 16.) The Medical Director shall hold CFD harmless for any activities performed solely and exclusively by the Medical Director; and
 - 17.) The Medical Director will provide input, review and approval of dispatch protocols, also known as Emergency Medical Dispatch cards, as may be necessary and required. Such input will include, but not be limited to, key questions, pre-arrival instructions, post-dispatch instructions, hot/cold response decisions, automatic first responder dispatch algorithms, as well as the processes involved in the ongoing analysis and review (QA/QI) of the programs and their effectiveness.
3. **Compensation.** Medical Director shall be paid the sum of \$3200.00 per month for services provided under this Agreement by the Medical Director. The parties agree that Medical Director shall generate and submit one invoice per month, containing these charges for services provided under this Agreement for the applicable month. CFD agrees to remit to Medical Director payment in full for each monthly invoice within 20 days of receipt of a proper invoice.
4. **Relationship of the Parties.** The parties agree that the Medical Director is an independent contractor of the CFD and not an employee. Medical Director will not receive the benefits of employment from CFD, including, but not limited to, health insurance and workers compensation coverage. Nothing contained in this Agreement shall be deemed to restrict in any way the prerogative and responsibility of the Medical Director to exercise independent medical judgment in all matters within the scope of his license and duties relative to the provision of services hereunder. Nothing contained in this Agreement shall be deemed to restrict or prevent the Medical Director from engaging in other emergency medical services, medical direction activities, or in any other business at such times, places and in such manner as the Medical Director shall determine, in his sole discretion, during the term of this Agreement and thereafter.
5. **Term/Termination.** This Agreement shall be effective upon signing, shall extend through October 31, 2024, and, subject to annual approval and appropriation of funds by Charleston City Council, shall be automatically renewed for successive one (1) year terms unless terminated as herein stated. This Agreement may be terminated without cause by any party by providing sixty (60) days notice in writing to all parties to this

Medical Director Agreement

Agreement.

6. **Hold Harmless.** Medical Director agrees to accept and be responsible for its own acts or omissions in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto CFD. Medical Director agrees to indemnify, defend and hold harmless CFD, its directors, officers, agents, and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of Medical Director's services under this Agreement.

CFD agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, and nothing in this Agreement shall be interpreted to place any such responsibility onto Medical Director.

7. **Government Access to Records.** In accordance with 42 U.S.C. Section 1395x(v)(1) and 42 C.F.R. Section 402.300-402.304, Medical Director agrees that he will provide to the extent allowable by the law the Secretary of Health and Human Services and the Comptroller General access to the Agreement between Medical Director and CFD, and to such Medical Director books, documents and records necessary to verify the cost of services performed until the expiration of four (4) years after the services are furnished. Such access shall be provided upon written request from the Secretary of Health and Human Services or the Comptroller General or their authorized representatives.
8. **HIPAA Compliance.** CFD acknowledges that Medical Director is bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, CFD shall execute the Business Associate Agreement attached as Exhibit A to this Agreement. Failure by CFD to comply with this provision shall result in immediate and automatic termination of the Agreement without penalty or cost to Medical Director.
9. **Equal Opportunity.** The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor shall there be any such discrimination in the employment practices and personnel policies of either party.
10. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of West Virginia and shall be construed in accordance therewith. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.
11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, representations, warranties, commitments, offers, writings, and agreements.

12. **Construction of Agreement.** The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against Medical Director or CFD. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.
13. **Severability.** In the event that any provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
14. **No Waiver.** The failure by either party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
15. **Assignments Prohibited.** Nothing in this Agreement shall be construed to permit assignment by CFD or Medical Director of any rights or duties under this Agreement and such assignment is expressly prohibited.
16. **Amendments.** This Agreement may not be amended, altered, modified, or extended except by written agreement signed by each of the parties hereto.
17. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid, to the address listed below:
- If to Medical Director:
Collin Smith D.O.
6 Hunter Point Rd.
Charleston, WV 25314
- If to CFD:
115 Lee St. West
Charleston, WV 25302
Attn: Chief of EMS Operations
18. **Authority.** The persons signing below warrant that they have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

Medical Director Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Collin Smith, D.O.

State of West Virginia
County of Kanawha, to-wit:

The foregoing instrument as acknowledged before me the undersigned Notary Public,
in and for the County and State aforementioned by _____, this the ____ day of
_____, 2023.

Notary Public

The City of Charleston, a municipal corporation
P.O. Box 2749
Charleston, WV 25330

By: _____
Amy Goodwin, Mayor

State of West Virginia
County of Kanawha, to-wit:

The foregoing instrument as acknowledged before me the undersigned Notary Public,
in and for the County and State aforementioned by _____, this the ____ day of
_____, 2023.

Notary Public

EDUCATION

Virginia Commonwealth University (VCU), Richmond, VA Emergency Medical Services (EMS) Fellowship	Jul 2022 – Jun 2023
Charleston Area Medical Center (CAMC), Charleston, WV Emergency Medicine Residency Chief Resident	Jul 2018 – Jun 2021
Edward Via College of Osteopathic Medicine, Blacksburg, VA Doctor of Osteopathic Medicine	Aug 2014 – May 2018
Edward Via College of Osteopathic Medicine, Blacksburg, VA Post-Baccalaureate Pre-Med Program	Jul 2013 – May 2014
Emory & Henry College, Emory, VA Bachelors of Science: Biology Minor: Chemistry Beta Beta Beta, Biological Honor Society	Aug 2006 – Jun 2010

PROFESSIONAL EXPERIENCE

Staff Physician , Charleston Area Medical Center Emergency Department, Charleston, WV • Memorial Hospital • General Hospital (Level 1 Trauma Center) • Women and Children's Hospital • Teays Valley Hospital	Jul 2023 – present
Staff Physician , Virginia Commonwealth University Emergency Department, Richmond, VA • Virginia Commonwealth University Medical Center (Level 1 Trauma Center: Adult, Pediatrics, Burn) • New Kent Emergency Center • Tappahannock Hospital • Community Memorial Hospital	Jul 2022 – Jun 2023
Staff Physician , Charleston Area Medical Center Clinical Decision Unit, Charleston, WV	Mar 2022 – Jun 2022
Staff Physician , Charleston Area Medical Center Emergency Department, Charleston, WV • Memorial Hospital • General Hospital (Level 1 Trauma Center) • Women and Children's Hospital • Teays Valley Hospital	Aug 2021 – Jun 2022
Chief Resident , Charleston Area Medical Center Emergency Medicine Residency, Charleston, WV	Jul 2020 – Jun 2021

Emergency Medicine Resident , Charleston Area Medical Center, Charleston, WV	Jul 2018 – Jun 2021
EMT-Intermediate , Botetourt County Emergency Services, Fincastle, VA	Feb 2011 – Sep 2012
EMT-Intermediate , Carilion Clinic Patient Transportation, Roanoke, VA	Nov 2010 – May 2017
Field Training Officer: 2011-2013	

ACADEMIC APPOINTMENTS

Academic Core Faculty , Charleston Area Medical Center Emergency Medicine Residency, Charleston, WV	Jul 2023 – present
Clinical Instructor , Department of Emergency Medicine, Virginia Commonwealth University School of Medicine, Richmond, VA	Jul 2022 – Jun 2023
Clinical Core Academic Faculty , Charleston Area Medical Center Emergency Medicine Residency, Charleston, WV	Aug 2021 – July 2023
- Residency Interview Panel: Fall 2021 - Core Competency Committee: Fall 2021, Spring 2022	

EMERGENCY MEDICAL SERVICE APPOINTMENTS

EMS Physician , Department of Emergency Medicine, Virginia Commonwealth University, Richmond, VA	Jul 2022 – Jun 2023
- James City County Fire Department - Henrico County Division of Fire - Chesterfield County Fire and EMS - Richmond Volunteer Rescue Squad - LifeEvac Critical Care Transport - Virginia State Police MedFlight Aeromedical Transport - Louisa County Department of Fire & EMS - Richmond Ambulance Authority - Virginia Office of EMS - Central Virginia Healthcare Coalition	
Event Medicine Physician , Department of Emergency Medicine, Virginia Commonwealth University, Richmond, VA	Jul 2022 – Jun 2023
- Colonial Downs Horseracing, New Kent, VA: July – August 2022 - NASCAR Richmond Raceway, Richmond, VA: August 2022 - PGA Tour Dominion Energy Charity Classic, The Country Club of Virginia, Richmond, VA: October 2022	

LICENSURE AND BOARD CERTIFICATION

Licensed Physician: West Virginia , West Virginia Board of Osteopathic Medicine, June 2021
Licensed Physician: Virginia , Virginia Board of Medicine, May 2022

Emergency Medicine, American Board of Emergency Medicine, June 2022

Emergency Medical Services: Board Eligible, American Board of Emergency Medicine

PRESENTATIONS AND LECTURES

Regional:

Smith, C; Fields, T. *"Prehospital Care of the "Agitated" Patient"*. Virginia Statewide EMS Fellowship Lecture. Richmond, VA. September 27, 2022. Oral Lecture.

Smith, C; Mitchell, B. *"A Case of Odontogenic Infection"*. Charleston Area Medical Center Research Day. Charleston, WV. April 20, 2021. Poster Presentation.

Smith, C; Taylor, R. *"Not All Strokes Are Strokes"*. Charleston Area Medical Center Research Day. Charleston, WV. April 21, 2020. Accepted for oral presentation.

Smith, C; Mitchell, B. *"The Fungus Among Us: Blastomycosis from 'Spider Bites?'"*. Charleston Area Medical Center Research Day. Charleston, WV. April 16, 2019. Poster Presentation.

Virginia Commonwealth University:

"EMTALA and Patient Transfers: What to do when your patient needs a 'real' doctor". VCU Emergency Medicine Resident Lecture Series. Richmond, VA. June 14, 2023.

"Obstetrical Patients in EMS". VCU EMS Fellowship Lecture Series. Richmond, VA.

"EMS Base Station". VCU Emergency Medicine Resident Lecture Series. Richmond, VA. April 26, 2023.

"The Undifferentiated and Altered Patient in EMS". VCU EMS Fellowship Lecture Series. Richmond, VA. November 8, 2022.

"Teddy Bear Triage and Treatment, MCI Training". VCU Emergency Medicine Resident Retreat. Richmond, VA. September 21, 2022.

Charleston Area Medical Center:

"Bradyarrhythmias". CAMC Emergency Medicine Residency Lecture Series. Charleston, WV. August 2, 2023.

"Procedure Day in the Forest". CAMC Emergency Medicine Residency Lecture Series. Charleston, WV. July 26, 2023.

"Prehospital Care of the "Agitated" Patient". CAMC Emergency Medicine Residency Lecture Series. Charleston, WV. January 11, 2023.

"Cold Emergencies". CAMC Emergency Medicine Residency Lecture Series. Charleston, WV. June 1, 2022.

"Platelet Disorders". CAMC Emergency Medicine Residency Lecture Series. Charleston, WV. March 23, 2022.

"Triage Systems in Emergency Medicine". CAMC Emergency Medicine Residency Lecture Series. Charleston, WV. January 5, 2022.

“EMR Efficiency and Documentation”. CAMC Emergency Medicine Residency Lecture Series. Charleston, WV. August 11, 2021.

Prehospital EMS and Critical Care Transport:

Mass Casualty Incident, RSI Update and Airway Review, James City County Fire Department. James City County, VA. May 16, 2023.

Prehospital Blood Administration, RSI Update and Airway Review, James City County Fire Department. James City County, VA. February 14, 2023.

Prehospital Blood Administration, RSI Update and Airway Review, James City County Fire Department. James City County, VA. October 3, 2022.

Tactical EMS and RSI Update, Henrico County Division of Fire, Henrico, VA. September 20, 2022.

RSI Update and Airway Review, James City County Fire Department. James City County, VA. July 18, 2022.

RSI Update and Airway Review, Henrico County Division of Fire, Henrico, VA. July 25, 2022.

Advanced Cardiac Life Support for Experienced Providers Instructor, American Heart Association. July 2022 – present.

Clinical Competencies, HealthNet Aeromedical Services, Charleston, WV. October 15, 2021.

Point of Care Ultrasound Education, HealthNet Aeromedical Services, Charleston, WV. September 1, 2021.

Advanced Trauma Life Support Instructor, American College of Surgeons. April 2021 – present.

Advanced Cardiac Life Support and Pediatric Advanced Life Support Instructor, American Heart Association. August 2018 – present.

Instructor, Charleston Area Medical Center Life Support Training Center. August 2018 – present.

Training Center Faculty, Basic Life Support, Central Shenandoah EMS Council, Staunton, VA. February 2010 – February 2020.

Basic Life Support and First Aid Instructor, American Heart Association. February 2008 – present.

Fire, Technical Rescue, and Emergency Services:

“Citizens’ Fire Academy”. Troutville Fire Department. Troutville, VA. November 2017.

“Flue Fire Training”. Troutville Fire Department. Troutville, VA. November 9, 2017.

“Firefighter Jeopardy!!”. Troutville Fire Department. Troutville, VA. November 21, 2017.

“Swiftwater Awareness”. Troutville Fire Department. Troutville, VA. August 23, 2017.

“Roof and Ladder Operations”. Troutville Fire Department. Troutville, VA. August 9, 2017.

“Vehicle Rescue”. Troutville Fire Department. Troutville, VA. July 26, 2017.

“Swiftwater Awareness”. Troutville Fire Department. Troutville, VA. July 19, 2017.

“Firefighter Live Burn”. Troutville Fire Department. Troutville, VA. June 24, 2017.

“Swiftwater Awareness”. Troutville Fire Department. Troutville, VA. June 21, 2017.

"Swiftwater Awareness". Troutville Fire Department. Troutville, VA. April 18, 2017.

"Firefighter 1 Skills Review". Troutville Fire Department. Troutville, VA. February - April, 2017.

"ImageTrend Training". Troutville Fire Department. Troutville, VA. January 5, 2017.

"ImageTrend Training". Troutville Fire Department. Troutville, VA. January 18, 2017.

"Vehicle Extrication Training". Troutville Fire Department. Troutville, VA. January 24, 2017.

"Pump Operations Training". Troutville Fire Department. Troutville, VA. November 22, 2016.

"Wildland Fire Training". Troutville Fire Department. Troutville, VA. October 6, 2016.

"Pump Operations and Water Supply Training". Troutville Fire Department. Troutville, VA. September 8, 2016.

"Airbag Training". Troutville Fire Department. Troutville, VA. August 30, 2016.

"Airbag Training". Troutville Fire Department. Troutville, VA. August 18, 2016.

"Water Rescue Training". Botetourt County Special Operations Team. Botetourt County, VA. July 30, 2016.

"Swiftwater Awareness". Troutville Fire Department. Troutville, VA. July 25, 2016.

"Hazardous Materials Operations Skills Review". Troutville Fire Department. Troutville, VA. July 12, 2016.

"Swiftwater Awareness". Troutville Fire Department. Troutville, VA. July 10, 2016.

"Swiftwater Awareness". Troutville Fire Department. Troutville, VA. July 7, 2016.

"Firefighter 2 Skills Review". Troutville Fire Department. Troutville, VA. June 30, 2016.

"Hazardous Materials Operations Test Review". Troutville Fire Department. Troutville, VA. May 24, 2016.

"Personnel Accountability Training". Troutville Fire Department. Troutville, VA. March 22, 2016.

"Vehicle Extrication Training". Troutville Fire Department. Troutville, VA. March 15, 2016.

"Personnel Accountability Training". Troutville Fire Department. Troutville, VA. February 15, 2016.

"Low Angle Rope Rescue 2". Troutville Fire Department. Troutville, VA. January 26, 2016.

"Low Angle Rope Rescue 1". Troutville Fire Department. Troutville, VA. December 28, 2015.

"Water Rescue Training". Botetourt County Special Operations Team. Botetourt County, VA. September 26, 2015.

"Water Rescue Training". Botetourt County Special Operations Team. Botetourt County, VA. September 12, 2015.

"Water Rescue Training". Botetourt County Special Operations Team. Botetourt County, VA. August 28, 2015.

"Motel Demolition Training". Troutville Fire Department. Troutville, VA. August 7-8, 2015.

"Water Rescue Training". Botetourt County Special Operations Team. Botetourt County, VA. July 24-25, 2015.

"Water Rescue Training". Botetourt County Special Operations Team. Botetourt County, VA. June 26-27, 2015.

Fire Services Instructor, Botetourt Fire-EMS, Botetourt County, VA October 2009 – present.

Fire Services Instructor, Troutville Volunteer Fire Dept., Troutville, VA. October 2009 – present.

RESEARCH

Smith, C; Fields, T; Ferguson, J; Louka, A. “*Prehospital Accuracy of Thoracostomy Placement Using the SAM ThoraSite Device*”. Virginia Commonwealth University, Department of Emergency Medicine, Richmond, VA. Sep 2022-present. Co-Investigator. Currently in IRB review.

Fields, T; **Smith, C**; Ferguson, J; Louka, A. “*Prehospital accuracy of IV drip rate determination*”. Virginia Commonwealth University, Department of Emergency Medicine, Richmond, VA. Dec 2022-present. Co-Investigator. Currently in IRB review.

Crawford, A; **Smith, C**. “*Boarding of Hip Fracture Patients in the Emergency Department of a Level 1 Trauma Center*”. Charleston Area Medical Center, Charleston, WV. Feb 2021-present. Co-Investigator. Currently in data review; accepted by IRB.

Payne, W; **Smith, C**. “*Randomized Trial Comparing the Outcomes of Diltiazem and Metoprolol Strategies for Initial Atrial Fibrillation Rate Control*.”. Charleston Area Medical Center, Charleston, WV. Sep 2019-present. Co-Investigator. Currently in data collection

Payne, W; **Smith, C**. “*Single-center prospective study of obese patients comparing two vancomycin loading dose regimens*.”. Charleston Area Medical Center, Charleston, WV. Sep 2019-present. Co-Investigator. Currently in data collection

PUBLICATIONS

Smith, C; Mullen, J; Nnennaya, O. A Case of Mycotic Pseudoaneurysm in a patient with chronic IV abuse of Heroin, *Visual Journal of Emergency Medicine*, Volume 27, 2022, 101305, ISSN 2405-4690, <https://doi.org/10.1016/j.visj.2022.101305>.

Smith, C; Tager, A; Mitchell, B. A Case of Disseminated Blastomycosis, *Visual Journal of Emergency Medicine*, Volume 21, 2020, 100825, ISSN 2405-4690, <https://doi.org/10.1016/j.visj.2020.100825>.

QUALITY IMPROVEMENT

Prehospital Statewide RSI Program, West Virginia State office of EMS, Charleston, WV July 2023 - present

Prehospital Whole Blood Program Guidance, Peninsulas EMS Council, Gloucester, VA Feb 2023

Quality Improvement: Prehospital Whole Blood Program, James City County Fire Department, Williamsburg, VA Oct 2022 – Jun 2023

Quality Improvement: RSI and Airway Review, MedFlight Aeromedical Transport, Chesterfield, VA July 2022 – Jun 2023

Quality Improvement: RSI and Airway Review , James City County Fire Department, Williamsburg, VA	July 2022 – Jun 2023
Sedation Documentation DNV Review , Charleston Area Medical Center, Charleston, WV	Sep 2021 – Feb 2022
Quality Improvement/Patient Safety: SWIFT Kidney Stone ER Protocol , Charleston Area Medical Center, Charleston, WV	Aug 2021 - present
Emergency Department Triage Review , Charleston Area Medical Center, Charleston, WV	Feb 2021
Quality Improvement/Patient Safety: ED Patient Satisfaction , Charleston Area Medical Center, Charleston, WV	Jul 2019 – Jun 2021
Quality Improvement: Hip Fracture Morbidity with ED Boarding , Charleston Area Medical Center, Charleston, WV	Aug 2019 – present
Quality Improvement/Patient Safety: Kidney Stone Protocol , Charleston Area Medical Center, Charleston, WV	Jul 2018 – Jun 2020

ADMINISTRATIVE APPOINTMENTS

Trauma ED Airway Review Committee , Charleston Area Medical Center, Charleston, WV	Aug 2021 - present
Emergency Department Power Plan Review , Charleston Area Medical Center, Charleston, WV	Feb 2021 - present
Power Plans and Order Sets Committee , Charleston Area Medical Center, Charleston, WV	Jan 2020 - present
Clinical Integration Committee (CIC) , Charleston Area Medical Center, Charleston, WV	Jan 2020 – present

ADDITIONAL CERTIFICATIONS

EMS Physician Endorsement, Virginia Office of EMS

Paramedic, National Registry of EMTs

Advanced Trauma Life Support (ATLS), American College of Surgeons

Advanced Cardiac Life Support Provider (ACLS), American Heart Association

Pediatric Advanced Life Support Provider (PALS), American Heart Association

Neonatal Resuscitation Program - Advanced (NRP), American Academy of Pediatrics

Basic Life Support Provider (BLS), American Heart Association

Biomedical Human Subjects Research IRB, CITI Program

Certificate in Quality & Safety, Institute for Healthcare Improvement (IHI)

Emergency Medical Technician – Tactical (EMT-T), Counter Narcotic and Terrorism Operational Medical Support (CONTOMS), Center for Tactical Medicine

Intermediate and Advanced Incident Command (ICS-300, ICS-400), Virginia Department of Emergency Management

Detailed list of fire, rescue, and EMS certifications available upon request.

AWARDS AND HONORS

Translating Osteopathic Understanding into Community Health (TOUCH), Council of Osteopathic Student Government Presidents

- Gold Award: 2017, 2015
- Platinum Award: 2016

Firefighter of the Year, Troutville Fire Department: 2015

Most Training Hours, Troutville Fire Department: 2008, 2009, 2010, 2011, 2012, 2013

Rookie of the Year, Blue Ridge Rescue Squad: 2006

PROFESSIONAL MEMBERSHIPS

American Academy of Emergency Medicine (AAEM)	Jul 2020 - present
National Association of EMS Physicians (NAEMSP)	Dec 2019 - present
West Virginia Chapter of NAEMSP	Dec 2019 - present
• Board of Directors: 2023-present	
Virginia Chapter of NAEMSP	Dec 2019 - present
American College of Emergency Physicians (ACEP)	May 2017 - present
West Virginia Chapter of ACEP	May 2017 - present
Virginia Chapter of ACEP	May 2017 - present
Emergency Medicine Residents' Association (EMRA)	May 2017 - present

ADDITIONAL QUALIFICATIONS

NAEMSP Medical Director's Course	Jan 2023
NREMT EMS Fellows Education Course	Dec 2022
NAEMSP EMS Fellows Quality and Safety Course	Oct 2022

VOLUNTEER AND SERVICE EXPERIENCE

Underserved Medical Mission Trip: Dominican Republic, Edward Via College of Osteopathic Medicine. April 2016.

Underserved Medical Mission Trip: El Salvador, Edward Via College of Osteopathic Medicine. January 2014.

Rescue Technician, Botetourt County Special Operations Team, Botetourt Fire-EMS, Botetourt County, VA. August 2007 – present.

- Executive Board: 2016-2018
- Team Leader: 2015-2016

Master Firefighter, Troutville Volunteer Fire Dept., Troutville, VA. January 2005 – present.

- Technology Committee: 2008-2020
- Chair, Technology Committee: 2010-2018
- By-laws/Standard Operating Guideline Committee: 2014-2018
- Training Division Chair: 2016-2018
- Training Officer: 2015-2017
- Fire Lieutenant: 2015-2017, 2011-2012
- Grant: VA Fire Incident Reporting Hardware Grant, \$1,500: 2012
- Grant: VA Dept. Fire Programs Mini-Training Grant, \$6,500: 2010
- Grant: VA Dept. Fire Programs Mini-Training Grant, \$3,242: 2010
- Grant: Assistance to Firefighters Grant (AFG), \$51,100: 2009
- Board of Directors: 2006-2012

EMT-Intermediate, Blue Ridge Volunteer Rescue Squad., Blue Ridge, VA. June 2004 – May 2013.

- Supply Officer: 2005-2006

INTERESTS

Professional: pre-hospital medicine/EMS, critical care/resuscitation, point of care ultrasound

Personal: technology, powerlifting, weightlifting, kayaking, fishing, Marvel Cinematic Universe