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BOARD OF COUNTY COMMISSIONERS

October 08, 2024

OPEN SESSION AGENDA

9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
 CALL TO ORDER, *President John F. Barr*
 APPROVAL OF MINUTES: *September 10, 2024*
 September 16, 2024 (Town Hall Meeting)
 September 17, 2024

9:05 AM COMMISSIONERS' REPORTS AND COMMENTS

9:25 AM STAFF COMMENTS

9:30 AM CITIZEN PARTICIPATION

Convene as the Board of Health

9:40 AM LEAD SERVICES – POTOMAC CASE MANAGEMENT SERVICES, INC./PCS
 Earl Stoner, Health Officer, Washington County Health Department; Victoria Sterling,
 BHS Director, Washington County Health Department

Reconvene as the Board of County Commissioners of Washington County

9:45 AM WASHINGTON COUNTY COMMUNITY COALITION: RECAP OF 2024;
 REQUEST FOR SUPPORT IN 2025
 Paul Frey, President and CEO, Washington County Chamber of Commerce; Jim
 Kercheval, Executive Director, Greater Hagerstown Committee

10:10 AM CHARACTER COUNTS! FUNDING REQUEST AND OCTOBER 2024
 PROCLAMATION
 Carolyn Brooks, Director, Character Counts!

10:20 AM PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH
 Board of County Commissioners to Kelly Clopper, Attorney for CASA; Jennifer
 McNew, Meritus Forensic Nurse Department

10:30 AM RESOLUTION TO ESTABLISH RULES OF DECORUM FOR PARTICIPANTS IN
 OPEN MEETINGS AND/OR PUBLIC HEARINGS
 Aaron Weiss, Assistant County Attorney

- 10:50 AM CHILD SUPPORT ENFORCEMENT COOPERATIVE AGREEMENT – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING
Lieutenant James Grimm, Washington County Sheriff's Office; Richard Lesh, Grant Manager, Grant Management
- 10:55 AM MARYLAND 9-1-1 BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING
Alan Matheny, Director, Emergency Management and Communications; Richard Lesh, Grant Manager, Grant Management
- 11:05 AM EMS STAFFING TRANSITION DISCUSSION, NEXT STEPS
R. David Hays, Director, Emergency Services; David Chisholm, Deputy Director – Field Operations, Emergency Services; Dale Fishack, Vice President, Washington County Volunteer Fire and Rescue Association (WCVFRA)
- 11:15 AM LASERFICHE RENEWAL AGREEMENT (PUR-1712) FOR INFORMATION TECHNOLOGY
Rick Curry, Director, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology
- TRANSIT ROUTING/DISPATCHING HARDWARE/SOFTWARE (HARFORD COUNTY RFP 23-180) PROCUREMENT
Rick Curry, Director, Purchasing; Andrew Eshleman, Director, Public Works
- 11:25 AM FY24 BUDGET ADJUSTMENT
Kelcee Mace, Chief Financial Officer
- 11:30 AM FY24 EXCESS REVENUES
Kelcee Mace, Chief Financial Officer
- 11:45 AM WATER AND SEWER POLICY UPDATE
Mark Bradshaw, Director, Environmental Management
- 11:55 AM PRESENTATION OF 2024-2025 FARM OF THE YEAR AWARD
Kelsey Keadle, Business Specialist – Agriculture, Business and Economic Development; Carmen Harbaugh, Business Support Specialist, Business and Economic Development
- 12:05 PM CLOSED SESSION – *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individual. (1) These topics include the discussion of confidential personnel matters.*

- *Discussion of advertisement of open position in Budget and Finance.*

- *Discussion of transitional hiring in Budget and Finance.*
- *Discuss appointments to two County volunteer boards (Property Tax Assessment Appeals Board and Planning Commission)*
- *Discussion of County hiring matter.*
- *Personnel Discussion related to County vendor.*
- *To consider a matter that concerns the proposal for a business to locate, expand, or remain in the State (4).*
 - *Discussion pertains to proprietary plans and development of the business to expand operations in Washington County. Open session discussion would dissuade company from sharing proprietary information or otherwise looking elsewhere to locate.*
- *To consult with counsel to obtain legal advice on a legal matter. Discussion protected by attorney-client privilege. (7)*
 - *County attorney to update Board on a legal matter. Discussion may also necessitate advice on strategy and negotiations of pending legal matter, which would prejudice the Board in litigation if the discussion were to occur in open session.*
 - *Discussion and consultation with County Attorney about County-Involved Litigation and litigation strategies.*
 - *Discussion of contract negotiations between County and two non-County entities, discussion protected by attorney-client privilege)*

2:45 PM RECONVENE IN OPEN SESSION

2:45 PM SECOND STAFF COMMENTS

ADJOURNMENT



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: LEAD Services – Potomac Case Management Services, Inc./PCS

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Earl Stoner, Health Officer & Victoria Sterling, BHS Director

RECOMMENDED MOTION: The health department is recommending that the *Board of Health* approval the contract to Potomac Case Management Services, Inc./Potomac Community Services of Washington County in the amount of \$205,560.00 for funding legislated for the **LEAD** – Let Everyone Advance with Dignity Grant, awarded September 5th, 2024, from the Governor’s Office of Crime Control and Prevention. Contract period of July 1st, 2024, through June 30th, 2025.

REPORT-IN-BRIEF: Washington Co. faces significant challenges with individuals who are of high utilizers of the behavioral health system and are frequently involved in the criminal justice system. These individuals often struggle with complex issues such as substance use disorder, mental health disorders, homelessness, and socioeconomic disparities. Traditional approaches to address these challenges have been insufficient, resulting in high rates of recidivism, increased strain on law enforcement and emergency services, and limited access to appropriate care and support. The **LEAD** program recognizes the need for a coordinated, community-based approach to addressing these challenges. By partnering with law enforcement, behavioral health providers and community organizations, **LEAD** aims to create a seamless system of care that meets the diverse needs of individuals involved in the criminal justice system.

In response to these challenges, the Let Everyone Advance with Dignity (LEAD) program seeks to provide an alternative approach to addressing substance use disorders and reducing criminal justice involvement among individuals. By offering intensive case management, peer support services and linked to comprehensive care. LEAD’s goal is to break the cycle of incarceration and connect individuals with the support they need to achieve stability and recovery.

DISCUSSION:

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

CONCURRENCES:

ATTACHMENTS: Copy of the contract

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY25 F178N-0881
Potomac Case Management Services, Inc./Potomac Community Services

THIS CONTRACT (the "Contract"), is made as of the 10th day of September, 20 24 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Potomac Case Management Services, Inc./Potomac Community Services

("Contractor") whose principal office in Maryland is

324 E. Antietam 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:

Project Summary of Let Everyone Advance with Dignity (LEAD) Program is a pioneering initiative designed to address the needs of individuals who find themselves in the intersection of high utilization of the behavioral health system and involvement with the criminal justice system. Since inception in 2020, LEAD has been committed to providing comprehensive resources and support to the vulnerable population within Washington County, Maryland.

Program Objectives are to divert individuals away from the criminal justice system by offering them access to community -based behavioral health services, substance treatment, housing assistance and other resources. By providing alternatives to being incarcerated.

Potomac Case Management Services, Inc./Potomac Community Services will provide case management for the Let Everyone Advance with Dignity (LEAD) Program. This contract will include funds for salary and fringe for the case manager and supervisor. In addition, PCS will also provide the electronic health record, Shared Villages for the monitoring and data collection. Additional costs covered under this contract include transportation, rent, IT costs, clients activities and staff training. PCS LEAD staff will attend the Operational Work Group meetings and the supervisor will attend the monthly administrative meetings. PCS will also provide support with data collection for monthly reporting.

Potomac Case Management Services, Inc./Potomac Community Services agrees to the Grants General Conditions in the grant award # COAP-2022-0009 of the project title LEAD - Let Everyone Advance with Dignity as provided in this contract.

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 July 1st, 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 \$205,560.00.**
- (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 52-2118801. 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](#).**



Governor's Office of Crime Prevention and Policy



Control Number

49478

Regional Monitor

Adams, Jacqueline

Fiscal Specialist

Farrare, Geneva

Notification of Project Commencement

Grant Award Number: COAP-2022-0009
Sub-recipient: Washington County Health Department
Project Title: LEAD - Let Everyone Advance with Dignity
Implementing Agency: Washington County Health Department
Award Period: 07/01/2024 - 06/30/2025

CFDA: 16.838
Federal Grant #:

The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted through the Grants Management System within thirty (30) calendar days after receiving your grant award packet.

No Requests for Funds will be processed until this Notification of Project Commencement has been signed and received.

Authorized Official: Stoner, Earl E
Earl.Stoner@maryland.gov
Washington County Health Department
1302 Pennsylvania Avenue
Hagerstown, MD 21742-3108
240-313-3260
Health Officer
FAX: 240-313-3301

Project Director: Sterling, Victoria
victoria.sterling@maryland.gov
Washington County Health Department
925 N. Burhans Blvd
Hagerstown, MD 21742-3173
240-313-3383
Director of Behavioral Health Services
FAX: 240-313-3316

Fiscal Officer: Stoner, Shawn
shawn.stoner@maryland.gov
Washington County Health Department
1302 Pennsylvania Avenue
Hagerstown, MD 21742-3108
240-313-3294
Grants Administrator
FAX: 240-313-3316

Award Information Verification - Please initial appropriate selection(s):

COAP-2022-0009



All information on this form is correct and project will commence on time. **Project Director signs below.**

The contact information for all the staff on this form is **not** correct. **You must submit a Grant Modification** that provides a justification and indicates all changes/revisions.

The project will not commence within forty-five (45) days of the beginning of the award period 07/01/2024. **You must submit a Grant Modification.** Grant Modification must provide justification and indicate all changes.

Signed:

Project Director - Sterling, Victoria (Project Director is Preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Date:

9/6/24

Printed Name:

Victoria E Sterling

Phone:

240-313-3383



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Adams, Jacqueline
Farrare, Geneva

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	COAP-2022-0009	Sub-Recipient:	Washington County Health Department
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Washington County Health Department
Project Title:	LEAD - Let Everyone Advance with Dignity		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award Instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedojo/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



Grant Award - General Conditions

Grant Award Number:	COAP-2022-0009	Sub-Recipient:	Washington County Health Department
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Washington County Health Department
Project Title:	LEAD - Let Everyone Advance with Dignity		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.



Grant Award - General Conditions

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12 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits).

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities within the current financial reporting period. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

14 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.

17 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement the organization's existing budget, and may not replace any funds that were already included in the entity's existing or projected budget.



Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor
GOCCP Fiscal Specialist:

Adams, Jacqueline
Farrare, Geneva

Grant Award - General Conditions

Grant Award Number:	COAP-2022-0009	Sub-Recipient:	Washington County Health Department
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18 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

19 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	COAP-2022-0009	Sub-Recipient:	Washington County Health Department
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20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

GANs must be completed by one of the following authorized personnel: authorized official, project director, fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else in the GMS will be returned to the subrecipient.

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccpgms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.



Grant Award - General Conditions

Grant Award Number:	COAP-2022-0009	Sub-Recipient:	Washington County Health Department
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Washington County Health Department
Project Title:	LEAD - Let Everyone Advance with Dignity		

21 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duty Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000 (subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

23 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.



GOCCP Regional Monitor
GOCCP Fiscal Specialist:

Adams, Jacqueline
Farrare, Geneva

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

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25 Use of GOCCP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, Financial Reports) must be submitted in the GMS. In accordance with the policy the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports, and reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15
10/01 - 12/31: reports due 01/15
01/01 - 03/31: reports due 04/15
04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds and/or result in termination of the subaward.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/30
10/01 - 12/31: reports due 01/30
01/01 - 03/31: reports due 04/30
04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCCP respectfully requests subrecipients to submit their final financial reports along with their programmatic reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



Grant Award - General Conditions

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27 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not the actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and de-obligate remaining funds on any subaward that does not comply with this requirement.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

29 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Adams, Jacqueline
Farrare, Geneva

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

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32 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

33 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors to submit formal complaints. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <https://goccp.maryland.gov/grants/civil-rights-compliance/>.

Also, refer to the non-discrimination and General Condition #34 below.

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

For regulations pertaining to civil rights, visit

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



Grant Award - General Conditions

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34 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDPA) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing the report, please know the source of grant and from which year the award has been funded. Grant number can be found in the award package (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>. Noncompliance with a request for proof can result in forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

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39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

41 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

42 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPPYVS. Specific concerns for the Executive Director must be emailed to GOCPPgrants.Admin@maryland.gov.



Grant Award - Special Conditions

Grant Award Number:	COAP-2022-0009	Sub-Recipient:	Washington County Health Department
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Washington County Health Department
Project Title:	LEAD - Let Everyone Advance with Dignity		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

3 Due to a previous audit finding, receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.

4 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

5 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

- 6 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

- 7 In addition to GOCPPVS quarterly reports (financial and programmatic), the sub-recipient must report specific information, as mandated by the Federal Funding Accountability and Transparency Act (FFATA), directly to the Bureau of Justice Assistance (BJA) via their performance measurement tool (PMT).

The Bureau of Justice Assistance's reporting requirements MUST be completed NO LATER than FIFTEEN CALENDAR DAYS after the end of each quarter (via www.bjaperformancetools.org).

Login procedures are either provided with your award packet or will be made available via email. The BJA PMT helpline number is: 1-888-252-6867.

Failure to comply may result in the de-obligation of funds and/or risk future funding.

- 8 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 9 The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

- 10 The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of Personally Identifiable Information (PII) (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 11 Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.
- 12 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

- 13 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 14 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 15 The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- 16 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

- 17 Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18 Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

19 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non disclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20 All subawards ("subgrants") must have specific federal authorization.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement contract).

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

21 Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

22 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

24 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25 The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26 Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

27 Confidentiality of data The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

28 The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

- 29** The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.
- 30** The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 31** If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used(in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.
- 32** Post-award, finalized contracts must be uploaded into the GMS, and before any reimbursement for the related expense is requested. See Contractual Services guidance available in GOCPP's GMS Application Instructions. <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Adams, Jacqueline
Farrare, Geneva

Budget Notice

Grant Award Number: COAP-2022-0009
Sub-recipient: Washington County Health Department
Project Title: LEAD - Let Everyone Advance with Dignity
Implementing Agency: Washington County Health Department
Award Period: 07/01/2024 - 06/30/2025

CFDA: 16.838
Federal Grant #:

Funding Summary	Grant Funds	100.0 %	\$350,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$350,000.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
COORD. SP. PRGRMS III, HS	Fringe	Grant Funds	\$17,216.00
COORD. SP. PRGRMS III, HS	Salary	Grant Funds	\$17,746.00
Peer Support Specialist I	Fringe	Grant Funds	\$3,075.00
Peer Support Specialist I	Salary	Grant Funds	\$39,469.00
Peer Support Specialist III (1)	Fringe	Grant Funds	\$6,575.00
Peer Support Specialist III (1)	Salary	Grant Funds	\$6,764.00
Peer Support Specialist III (2)	Salary	Grant Funds	\$7,009.00
Peer Support Specialist III (3)	Salary	Grant Funds	\$4,432.00

Personnel Total: \$102,286.00

Travel

Description	Funding	Quantity	Unit Cost	Total Budget
Mileage	Grant Funds	298	\$0.67	\$200.00

Travel Total: \$200.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Potomac Community Services	Grant Funds	0	\$0.00	\$205,560.00

Contractual Services Total: \$205,560.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Indirect Costs	Grant Funds	0	\$31,818.00	\$31,818.00
Office Supplies	Grant Funds	0	\$1,000.00	\$1,000.00
Other Supplies	Grant Funds	0	\$6,260.00	\$6,260.00
Printing	Grant Funds	0	\$1,676.00	\$1,676.00
Training	Grant Funds	0	\$1,200.00	\$1,200.00

Other Total: \$41,954.00



Regional Monitor:
Fiscal Specialist:

Adams, Jacqueline
Farrare, Geneva

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number: COAP-2022-0009

Sub-recipient: Washington County Health Department

Project Title: LEAD - Let Everyone Advance with Dignity

Implementing Agency: Washington County Health Department

Award Period: 07/01/2024 - 06/30/2025

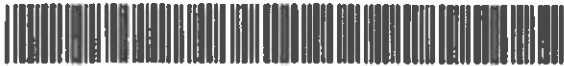
CFDA: 16.838
Federal Grant #:

Funding Summary	Grant Funds	100.0 %	\$350,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$350,000.00

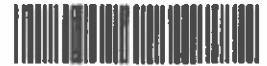
Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 9/5/2024



Governor's Office of Crime Prevention and Policy



Control Number

49478

Regional Monitor

Adams, Jacqueline

Fiscal Specialist

Farrare, Geneva

Programmatic Reporting

Submitted Date:

Grant Award Number: COAP-2022-0009

Sub-recipient: Washington County Health Department

Project Title: LEAD - Let Everyone Advance with Dignity

Implementing Agency: Washington County Health Department

Award Period: 07/01/2024 - 06/30/2025

CFDA: 16.838
Federal Grant #:

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (18)

1	Enter the calendar day the Bureau of Justice Assistance (BJA) Performance Measurement Tool (PMT) was completed. Note: The reporting must be completed within days after the end of the quarter directly in the BJA PMT system at https://bjapmt.ojp.gov/ .	
4	Number of individuals diverted from arrest or criminal summons into the program.	
5	Number of individuals receiving social referrals to the program.	
6	Number of individuals who have not been in contact in last 30 days	
7	Number of individuals in active communication with program staff in last 30 days	
8	Number of individuals discharged from program	
9	Number of individuals arrested for a new crime.	
10	Number of individuals arrested for a violation of supervision	
11	Number of individuals admitted to the emergency room	
12	Number of individuals who experienced an overdose	
13	Number of individuals connected to permanent housing	
14	Number of individuals receiving MAT	
15	Number of individuals enrolled in ongoing behavioral health care	

16	Number of individuals connected with primary care physician	
17	Number of individuals connected with medical insurance	
18	Number of individuals connected with employment, training or education	
19	Number of individuals screened for and eligible who are receiving benefits	
20	Number of individuals identified as victims of crime	

Progress Report Questions (9)

1	Describe any barriers/challenges to implementing or completing any of the objectives. Include any corrective actions taken or planned to overcome the noted barriers (include timeline if applicable). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance, if needed.
4	Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention and Policy (GOCPP).
5	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.
6	If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
7	Provide a brief narrative assessment of the project's effectiveness thus far. This should include qualitative and quantitative evidence, including performance metrics (outputs and outcomes) and impacts, as identified in the project application to highlight factors considered to have facilitated or impaired the project's effectiveness.
8	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
9	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
10	Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.
11	Please share noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase in GOCPP's newsletter.

COAP-2022-0009



Governor's Office of Crime Prevention and Policy

Property Inventory Report

Grant Award Number: COAP-2022-0009

Project Title: LEAD - Let Everyone Advance with Dignity

Control Number:

49478

Regional Monitor:

Adams, Jacqueline

Fiscal Specialist:

Farrare, Geneva

Implementing Agency: Washington County Health Department

Award Period: 07/01/2024 - 06/30/2025

Property Description	Name of Vendor Purchase Order #	Serial Number	Internal Inventory Number	Date Purchased	Quantity	Unit Price	Total	Federal Funds Percent	Condition N - New, G - Good, F - Fair, P - Poor	Location and Use/Disposition
Computer	Dell - PO# 124AB0510	6E040L071123ABC	00047876	05/16/10	1	650.00	650.00	100%	N	Main Office

List Invoices Separately										
Property Description	Name of Vendor Purchase Order #	Serial Number	Internal Inventory Number	Date Purchased	Quantity	Unit Price	Total	Federal Funds Percent	Condition N - New, G - Good, F - Fair, P - Poor	Location and Use/Disposition

Notes:

If there is a change in the model/version number (i.e., it is different than the stated in the Grant Award Budget), please include a justification for this change.

Additionally, if there is a change in quantity also include that reason in a justification.

Please use the same property description as indicated in the Grant Award Budget.

I certify that the above listed property is currently, and will continue to be, used for project and/or other related purposes.

Signed:

Date:

4/5/24

Project Director - Sterling, Victoria (Project Director is Preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name:

Phone:

Victoria E. Sterling

240-313 3383

Signed:

 LSW-C

Date:

9/5/24

Project Director - Sterling, Victoria

(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name:

Victoria E. Sterling

Phone:

240 313 3383

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEO) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEO Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.


Signature of Authorized Official

8/19/24
Date

Earl Stoner Health Officer
Name and Title

Certification Regarding Lobbying



Control Number

2024-C1-0003



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



Control Number

2024-C1-0003

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 –

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Washington County Health Department
Address: 1302 Pennsylvania Avenue
Hagerstown, MD 21742 3108

Project Title: LEAD - Let Everyone Advance with Dignity
Federal ID Number: 52-1842599

Authorized Representative: Stoner, Earl E - Health Officer

Signature:

Signature of Authorized Official

Date

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

CONTRACTOR
Potomac Community Services, Inc.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

Dawn Johns, Executive Director
(Printed Name and Title)

Date

By: _____

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Attachment: Exhibit A - Scope of Work



Agenda Report Form

Open Session Item

SUBJECT: Washington County Community Coalition: Recap of 2024; Request for support in 2025

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Paul Frey, President and CEO, Washington County Chamber of Commerce, and Jim Kercheval, Executive Director, Greater Hagerstown Committee

RECOMMENDED MOTION:

REPORT-IN-BRIEF: Since 2005, local leaders from the Washington County Community Coalition, an advocacy group, have had a two-fold mission: First, we lobby Annapolis on issues important to Washington County. Second, we educate State leaders and policy makers on the priorities, activities, and strengths of our community. To be successful, the Coalition understands that it must go to Annapolis with “one voice.” To build this consensus, we debate the issues among the Coalition members and select only those on which all of the Coalition partners agree. We then go to Annapolis with a unified message and an increased chance for success. Once the issues are chosen and the agenda is set, the Coalition works with a team of professional lobbyists, led by John Favazza of Manis Canning & Associates. The lobbying team uses our consensus agenda to develop a coordinated plan of action.

DISCUSSION:

FISCAL IMPACT: To be determined

CONCURRENCES:

ATTACHMENTS: 2024 Community Coalition Results; 2024 Proposed Coalition Agenda

WCCC Update on the 2024 Session

The 2024 legislative session ended as expected with limited success due to a tight budget year and projections for large budget shortfalls in the coming years. Getting large sums of money for any one project was very difficult this year – particularly for rural counties. Overall, it looks like we will get about \$1.7M in funding for items on the Coalition’s agenda. We also were successful in keeping the tax exemption for aircraft parts alive for another 5 years. While we are still waiting for official notification from our lobbyist and state representatives, below are the highlights from what we could gather: **WIN** **LOSS** **PARTIAL WIN**

- **Aircraft Parts Tax Exemption** – SB 574/HB 557 (passed) extends the sunset on the sales and use tax exemption for aircraft parts and equipment until June 30, 2030 (it would have expired in 2025 if this bill didn’t pass). We tried to get the sunset eliminated this year, but were unsuccessful.
- **I-81** – General Assembly passed several new taxes/fees which are predicted to raise about \$300M for the Transportation Trust Fund as well as money for education. They included car registration fee increases, EV registration fee (\$100/\$125), UBER/Lyft fee (\$0.75), and increased taxes on cigarettes/nicotine. However, MDOT was seeking \$450M to restore funding for the projects cut in November of 2023 which included I-81. Governor Moore and legislative leaders are expected to consider additional revenue options next session following the final report of the TRAIN Commission. According to our lobbyist, *“Throughout the transportation debate, the I-81 project was raised as a critical safety project that needs to be move forward. The awareness of the project among legislative leaders and staff has never been greater.”* How MDOT uses this new funding may not be known until the next draft of their CTP comes out in August/September. The Key Bridge collapse could also pull funding from other state projects in future years (though it has other funding sources).
- **I-70/MD 65** – No new construction funding identified and expect challenges in finding funding in the near term with transportation funding limits.
- **Williamsport’s Rt 11 Bridge** – A PELL Study was completed in early 2024 and results were shared with town. However, no decisions were made yet as to whether bridge realignment is feasible. The town did not push for this issue this session and prioritized I-81 and the Springfield Manor Farm project. They will continue to work with MDOT on this issue in the coming year.
- **Hagerstown Field House** – No additional funding. The fact that the project broke ground hindered chances to get additional funding as the State felt this project would happen with or without funding. In previous years, this project received a total of \$3.75M.
- **Williamsport’s Springfield Manor Historic Farm** – Received \$500K in the Senate and another \$250K in the House for \$750K total. This will dramatically help the town acquire this property which they believe they can get for around \$2.1M. They had previously received a \$700K federal earmark for acquisition which they can combine with these state funds.
- **Doleman Black Heritage Museum** – \$150K from House was approved.
- **Full CADE Formula Funding for Higher Education (HCC)** – Governor Moore’s proposed 2025 budget included the fourth largest cut to community colleges in the history of the Cade Funding Formula, a \$22 million reduction. The legislature restored \$10 million, resulting in a \$12 million reduction.

- **Long Range Water & Wastewater Infrastructure Needs Study** – While there won't be funding for a broader, County/City/Town study as reported in the paper, Hagerstown will receive \$250K to complete their planned infrastructure study on the Hagerstown owned systems. Since the City provides 90% of our water and wastewater, this study will still be a step forward and will benefit all of the rate payers on the City's system as less local funding from water/sewer rates will be needed to pay for this study. That includes County, Williamsport, Maugansville, Funkstown, Smithsburg, etc.)
- **Public Safety Training Center Phase 3** – No funding provided by State (However, the County recently received a Federal Congressional Earmark for \$1M in March)
- **Visit Hagerstown's New Downtown Visitor's Center** – Received \$500K in the capital budget. This was the minimum the CVB needed to advance this project. With this funding, the CVB can match a \$500K grant they previously received from ARC contingent on finding matching funds. This takes their funding to \$1M (though there are strings on what the ARC money can be used for – mainly exhibits).

Watch List Items:

- **Raising Tourism Promotions Grant Funding** – This issue was dropped by state tourism offices early in the session due to the tight budget year. They will pursue it in future years.
- **Highway User Revenue** – The House and Senate conferees rejected a BRFA provision that would have advanced the reduction in the local share of the Highway User Revenue Distribution that would have occurred in fiscal 2028 to fiscal 2026. This protected some of the local funding cuts for roads. It seems unlikely that we will see HUR funding increased or restored in the near future.
- **State Library Capital Funding** and **State Resource Center Funding** – The House cut the State library capital increase from the budget, and we don't believe it was backfilled somewhere else. The State Library Resource Center funding increase bill (SB 434) passed and \$776,000 was added to the FY 2025 operating budget contingent on the bill passing.
- **TRAIN Commission** – This commission will remain intact and continue its work for the remainder of 2024 with a final report due to the General Assembly on January 1, 2025. They will provide input on new revenue sources for transportation as well as a statewide scoring system to prioritize projects. The original House transportation bill proposed eliminating this commission if all of their proposed revenue streams were passed. However, the Senate opposed this approach and cut out this provision in the compromised budget bill that passed.
- **Shifting liabilities from state to counties** – Nothing major reported, but still too early to confirm the impacts of the many bills passed this year.
- **HCC Athletic Infrastructure Study** – Received \$125K (HCC also received money in 2022 but had to return that funding when the state discovered that was incorrectly authorized from a pot of revenue that couldn't be used for studies. The funding this year rectified that error.
- **Gaming Revenue** – No changes or threats
- **Changes in annexation tax differential laws for counties and municipalities** – There were no changes or significant bills passed on this subject.
- **K-12 Education Funding (MD Blueprint)** – Received FY'25 funding but a portion of out-year needs is still unfunded.

Other projects, not part of the Coalition's agenda (not official yet so may need revised):

- Williamsport Library received \$750K
- Meritus School of Osteopathic Medicine \$500K
- Meritus ER Renovations \$889K
- Fairplay Volunteer Fire Company - \$150K
- Maugansville Fire Co. - \$35K
- Smithsburg EMS - \$100K
- Hancock (Downtown Revitalization) - \$75K
- Boonsboro Water Reservoir Replacement- \$1.5M + Water/Wastewater upgrades - \$300K

Other Items previously approved that remained in this year's budget:

- Hagerstown Community College – Advanced Technology Center Renovation (Northern Ave) - Ended up getting a little less than what they were hoping for, but Dr. Klauber said they'll make it work
- George Edwards Fund - \$10M (installment #3 of a 4-year plan approved in 2022 when Sen. Edwards retired)

Overall, we received \$1.775M for Coalition projects on the Coalition's agenda and extended our tax exemption on aircraft parts. Most of our Watch List items made out okay. There was also another \$4.3M provided for other Washington County Projects plus \$10M for George Edwards Fund and funding for HCC's ATC renovations on Northern Avenue *(This list does not include any public school construction/renovation projects).*

Washington County Community Coalition Highlights



Large Group Speakers:

- **Bill Ferguson**, Senate President
- **Adriene Jones**, House Speaker
- **Sen. Guy Guzzone**, Chair B&T, TRAIN Commission
- **Eric Luedke**, Chief Legislative Officer
- **Sen. Steve Hershey**, Minority Leader, TRAIN Commission
- **Frank Principe**, Chair TRAIN Commission
- **Molly Byron**, Director Intergovernmental Affairs
- **Dylan Goldberg**, Dep. Director Intergovernmental Affairs
- **Washington County Delegation Members**

Small Group Meetings with:

- **Del. Mark Chang**, Chair Capital Budget Subcommittee
- **Del. Courtney Watson**, Chair Transportation Subcommittee
- **Sen. Craig Zucker**, Chair Capital Budget Subcommittee

Informal contacts with Delegation Members, Comptroller Brook Lierman, and Governor Moore

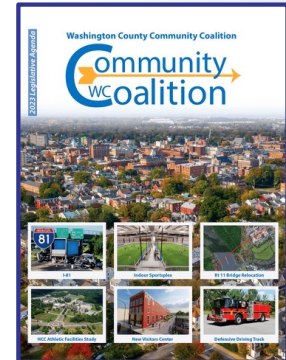
Reception:

30 Local Vendors showcased our community

Over 100 community members incl. Leadership Wash. County

Over 120 State Officials: Delegates (67), Senators (14), Other (41)

Articles in the [Herald Mail](#) and [Maryland Reporter](#)





Washington County Community Coalition Reception



Community
Coalition

Washington County Community Coalition 2025 Draft Legislative Agenda

Next meeting date: October 9th, 2024, COC Office & Zoom

- Below are the results of past brainstorming exercises proposing possible agenda items. No voting has taken place to officially add these items to the WCCC 2025 agenda. That vote is planned for our next meeting on October 9th. There was a consensus of the representatives at the last meetings to propose the items below.
- “Rank”** – Each partner was asked to rank each of the “capital” items they submitted which is reflected above (that is why you have multiple #1's). Each partner also provided a separate ranking for their “policy/legislative” items. Rank reflects their ranking compared to the other items that this partner submitted. It is not a ranking compared to all the items on the list. Rankings will not be reflected in our 2024 Legislator booklet – they are only for internal use as we go through our agenda setting process and for our lobbyist to better understand our overall agenda.
- Highlighted Agenda Items:**
 - Green** – reflects items where there was a unanimous consensus to be recommended for the final list – An official vote will take place at the October 9th WCCC meeting after partners have had time to consult with their elected bodies or boards
 - Yellow** – reflects items requiring more information before being recommended to be on the final list – feedback is needed
 - Red** – reflects items that were recommended to be removed from the 2025 list – but could be agenda items in future years.
- Each Partner submitting an item must prepare a Blue Sheet with detailed information on the item, state ask, and graphics/photos**

RANK	BLUE SHEET	PARTNER	AGENDA ITEM	COMMENTS
Transportation				
2	NO	Williamsport	Rt 11 Bridge funding for a NEPA study	TBD - \$Unknown (A NEPA study tends to cost about 2% of the total project cost. Large bridge projects are \$100M+ so NEPA study is \$2M+)
1	NO	COC, GHC, County	I-81 – Reinstate Design Funding Phase 2	Work to reinstate remaining Phase 2 design funding (@\$4M+), while continuing to push and advocate for the restoration of Phase 2 construction funding (\$68M+) pulled in 2022. Also ask for \$10M to design Phase 3 & 4 to PA line so it's ready for construction by 2030 and begin planning for construction funding of Phase 3 and 4. Scott Hobbs will update blue sheet.
2	NO	COC, GHC	I-70/MD65 <i>Scott Hobbs will update blue sheet.</i>	Construct a partial cloverleaf and other safety enhancements (I-70 Bridge portion completed 2024). Request the state begin the design stage or remaining phases and allocate future construction funding. <i>There was some talk about removing this item this year due to lack of funding and to keep I-81 as the #1 priority. We will discuss this more at the next meeting so poll your leadership for their feedback.</i>
Community Revitalization				
1	NO	Williamsport	Facility Improvements to current, old library building in park and town hall	\$TBD Old library has water, moisture, and aesthetic issues and needs significant renovation. The town would like to keep the old library building for other uses if a new library is constructed on another site. Town Hall is also in need of renovations
1	NO	Library	New Williamsport Library	Estimated at \$15.6M (State \$10.9M/County \$4.7M). A variety of sites are under review, but a final site has yet to be determined. Without a final site, this item may need to be pulled out until future years. Without an approved site, County and Library do not feel the project will be ready for a State request this year
Health/Public Safety				
1	YES	Smithsburg	Sewer Pump Station Upgrades and Replacements	Pump Stations included in request: Chips Meadow, Henrietta, Smithsburg High School. The Town and RK&K (engineer) are estimating a projected \$3.8 to \$4.5 million dollars cost for this project. Currently projected to invest nearly \$1.3 million of business funds (Water/Sewer), State Allocation Funds from Governor Hogan (Water Street Project), and ARPA into our aging infrastructure in FY24. Have spoken to County about potential County match due to pumps discharging into treatment plant operated by Washington County. With upgrades town will increase its sewer EDU allowance capacity for future growth.

<u>RANK</u>	<u>BLUE SHEET</u>	<u>PARTNER</u>	<u>AGENDA ITEM</u>	<u>COMMENTS</u>
Health/Public Safety <i>(continued)</i>				
TBD	NO	County	Public Safety Training Building: Phase 3 – Propane Firefighting Training Props (\$1M) and/or High Bay/Training Building (\$4.5M)	<i>As part of ongoing expansion plans, this includes the expansion of the tactical village, the addition of new training structures, and the construction of a high bay building designed for indoor elevated training and equipment storage. The request also includes certified class B propane flammable liquid training props that are not present anywhere in Washington County. Examples include bulk flammable liquid fuel storage facilities and propane storage facilities. The propane fueled props will the ability to train repeatedly on vehicle related fires. Same request as last year</i>
TBD	NO	County	Replacement of Circuit Court	<i>Total cost roughly estimated at \$60-80M (90%/10% split between State/Local). Local costs estimated at \$6-8M. State's \$54-\$72M.</i>
1	YES	City	City Public Safety Complex in Hagerstown	<i>Police/Fire/Rescue – Move HPD out of Burhan's location into new facility and combine space with some targeted fire and EMS operations</i>
2	NO	City	Drug House Ordinance Legislation	<i>City is working with MML as this could be a statewide item and will report back legislation details</i>
TBD	NO	City	Additional staffing for State's Attorney Office	<i>Councilman Peter Perini noted concerns they've heard over staffing shortages at the State Attorney's office and the need for additional state support. Currently, these positions are funded solely by the counties, and requests for additional staff can be made during the annual budgetary request to the County from the S.A. office. More research is needed to see if State funding could be requested for a county's State's Attorney staff. City to research and provide more information on this item. Lobbyist will also be contacted</i>
Education				
1	YES	HCC	Advanced Technology Center	<i>This project is in the master list of prioritized Community College capital requests. This statewide capital program gets about \$80M from the state each year. This \$8.8M HCC project is in the middle of that list and should get funding next year unless state cuts are made. It's been 30 years since the last renovation of that building. County has budgeted their required match of this funding in their CIP.</i>
Tourism				
1	YES	CVB	NEW Washington County Visitor Welcome Center (Old Antietam Paper Building)	<i>Funding is needed for a new Visitor Welcome Center for Hagerstown and Washington County. CVB has been given \$1M in grant funds to build amazing museum style exhibits for a first-rate center but lacks money for the build-out costs of a leased Antietam Paper building by Meritus Park. Build-out will include ADA accessibility, security, bus parking, an office suite, etc. The Appalachian Regional Commission is holding a \$500K grant for exhibits which is matched with \$500K from the State's 2024 Capital Budget. CVB could afford to cover the costs of a long-term lease through their hotel/motel tax revenue if buildout costs can be raised from other sources.</i>
2	YES	CVB	Lift the Cap on MD Heritage Area Funding	<i>The Maryland Heritage Area funding cap, initially set at \$3 million in 1996 for nine heritage areas, was raised to \$6 million in 2016 under bipartisan support due to increased demand and the expansion to 13 heritage areas. By 2025, a further increase to \$12 million is needed to keep pace with growing demand, larger heritage areas, and inflation. Senator Corderman and Delegate Grossman have agreed to introduce a bill to lift the cap. Support will also be mobilized from Heritage Area Directors across the state and other local officials. This funding comes from the transfer tax and not from the state's general operating budget.</i>

Other Pages Needed for Legislator Booklet:			
BLUE SHEET	PARTNER	INFORMATIONAL PAGE	COMMENTS
YES	USMH	USMH Data Sheet	<i>Provided each year to highlight enrollment and programs</i>
NO	County	County Economic Development	<i>2024 had 2 pages highlighting county projects and incentives</i>
NO	Hagerstown	Hagerstown Economic Development	<i>2024 had 2 pages on Community Center Plan and 1 page on recent growth/development data in the city of Hagerstown</i>

2025 Watch List:

Monitor any legislation or policy changes that impact Washington County

- State per capita funding for libraries – *Libraries statewide working together on a plan to increase library funding based on population – specific details to come out prior to session*
- Gaming revenue protection
- Shifting of liabilities from state to localities
- Transportation Revenue and Infrastructure Needs (TRAIN) Commission impacts on our county – *Commission was reorganized in 2023 with less members and could be making recommendations on new transportation funding options and a new scoring system to prioritize transportation projects*
- Highway User Revenue restoration - *HUR funding is stable next year but will drop in future years if not restored*
- State funding of K-12 education – MD Blueprint for Education – *Monitor effects on our County*
- Changes in annexation or tax differential laws between counties and municipalities
- Higher Education Funding (CADE Formula & USM) *Maintain CADE Funding – Do not cut USM funding as this would result in cuts to HCC as current funding formula for all community colleges based on what USM receives.*
- Monitor any capital funding requests for Washington County Museum of Fine Arts Expansion Project

Misc. Items.

- Work to secure visits from key Maryland General Assembly Committees (House Appropriations, Senate Budget & Tax, etc.) as well as Governor's Administration.

Note: The House Ways & Means Committee will be visiting Hagerstown on October 22nd

SAVE THE DATE:

Wednesday, January 22, 2025 – Washington County Day in Annapolis

- Lunch with Western MD Delegation (11:30am – 1:00pm)
- Large Group Meetings with State VIP's (1:00pm – 4:00pm)
- Washington Co. Reception (4:30 - 6:30pm)



Agenda Report Form

Open Session Item

SUBJECT: Character Counts! Funding Request and October 2024 Proclamation

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Carolyn Brooks, Director, Character Counts!

RECOMMENDED MOTION: Move to approve \$3,000 in funding for direct expenses associated with the year-end event (Elementary Youth Celebration) from the Commissioners Contingency Fund.

PROCLAMATION:

WHEREAS, young people will be the stewards of our communities, nation and world in critical times, and the present and future well-being of our society requires an involved, caring citizenry with good character, and;

WHEREAS, concerns about the character training of children has taken on a new sense of urgency as violence by and against youth threatens the physical and psychological well-being of the nation, and;

WHEREAS, more than ever, children need strong constructive guidance from their families and their communities, including schools, youth organizations, religious institutions and civic groups, and;

WHEREAS, the character of a nation is only as strong as the character of its individual citizens, and the community benefits when young people learn that good character counts in personal relationships, in schools and in the workplace, and;

WHEREAS character development is first and foremost, an obligation of families, through efforts by faith communities, schools, and youth, civic and human service organizations also play an important role in supporting family efforts by fostering and promoting good character. Every adult has the responsibility to promote the development of good character.

NOW THEREFORE, we the Board of County Commissioners of Washington County, Maryland, do hereby recognize October 2024 as “CHARACTER COUNTS! Month” and encourage our citizens, schools, business and government to support Washington County’s “CHARACTER COUNTS!” program.



Agenda Report Form

Open Session Item

SUBJECT: Proclamation for Domestic Violence Awareness Month

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Board of County Commissioners to Kelly Clopper, Attorney for CASA, Inc. and Jennifer McNew, Meritus Forensic Nurse Department

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, domestic violence is an abuse of power that tears apart the fabric of relationships and families and undermines the well-being of communities. 1 in 4 women and 1 in 10 men have experienced sexual violence, physical violence or stalking by an intimate partner during their lifetime, and;

WHEREAS, Domestic Violence Awareness Month is intended to draw attention to the fact that domestic violence is widespread and has public health implications for every community member of Washington County, and;

WHEREAS, staff and volunteers of anti-violence programs in Washington County encourage every person to speak out when witnessing acts of violence. Through prevention education and increased awareness, there is compelling evidence that we can be successful in reducing domestic violence in Washington County and hold perpetrators who commit acts of violence responsible for their actions, and;

WHEREAS, Washington County strongly supports the efforts of the national, state and local partners and of every citizen to actively engage in public and private efforts, including conversations about what domestic violence is, how to prevent it, and how to help survivors connect with services.

NOW THEREFORE, we the Board of County Commissioners of Washington County, Maryland, hereby recognize the month of October as “Domestic Violence Awareness Month” and encourage all citizens to speak out against domestic violence and support efforts to educate young people about healthy relationships centered on respect, support victims and survivors, and to support the efforts of victim advocates, service providers, health care providers, and the legal system in working to end domestic violence.



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING - Resolution to Establish Rules of Decorum for Participants in Open Meetings and/or Public Hearings

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Aaron R. Weiss, Assistant County Attorney

RECOMMENDATION: Adopt the Civility Code as written. The Board may also propose amendments in response to public comment or may take the matter under advisement for action at a later date.

REPORT-IN-BRIEF: This proposed Civility Code seeks to establish basic rules of conduct for Open Meetings and Public Hearings held by or on behalf of the County, concerning County Business.

DISCUSSION: The County seeks to establish and/or clarify the rules of decorum and civility for its open meetings and public hearings. The proposed Civility Code provides measures meant to promote and encourage civility and respect at such meetings and hearings. Care was taken to account for both the United States Constitution's First Amendment protections, and the County's reasonable desire for civility to the extent disruptions impede the orderly administration of business.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ATTACHMENTS: Resolution and Exhibit A for the Washington County Code of Civility

RESOLUTION NO.

Establishing Rules of Decorum and Behavior for County Employees, County Volunteers or other County Agents, and Members of the Public who Participate in Open Meetings and/or Public Hearings

RECITALS

The Board of County Commissioners for Washington County (the "Board") desires that all open and public meetings be accessible to the public; and

The Board also desires that all who attend such public meetings, whether as County Employees, County volunteers, other County agents, and all participants and members of the public maintain a level of decorum and civility to encourage the orderly administration of business, and to prevent needless disruptions or disturbances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that the Board hereby adopts this Code of Civility, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that in signing this resolution, the Board manifests its support for this Code of Civility and its intent to act in accordance therewith.

ADOPTED and EFFECTIVE this ____ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, 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 St., Rm. 202
Hagerstown, MD 21740

EXHIBIT A
WASHINGTON COUNTY CODE OF CIVILITY

Decorum at Open Meetings and/or Public Hearings

The purpose of Code of Civility is to establish rules of conduct that shall prevent the disruption or disturbance of open meetings and/or public hearings initiated, moderated, or conducted by Washington County employees or its agents regarding or concerning County-related matters.

This Code of Civility shall apply to all meetings and/or hearings which the County makes open to the public, including hearings moderated by County commissions, County employees or agents, or the Board of County Commissioners.

(a) Rules for citizen participation:

Each citizen who wishes to participate in an open meeting/and or public hearing shall:

- (1) Limit all comments to no more than three (3) minutes, regardless of the number of topics to be addressed.
- (2) Speak and act politely, calmly, and reasonably.
- (3) Avoid making slanderous or profane remarks.
- (4) Avoid making personal attacks on any individual, unless the topic is a specific individual's qualifications or conduct.
- (5) Avoid using threatening, loud, or abusive language which disturbs the orderly administration of the hearing.
- (6) Avoid the use of props, signs, or other objects to communicate a message that violates this Subtitle.

(b) Enforcement of Code of Civility:

This Code of Civility shall be enforced as follows:

- (1) Warning. Following a violation of the rules of participation, the presiding officer shall request that the person who is in breach of the Code of Civility modify her or his behavior to comply with said the rules for citizen participation.
- (2) Removal. If, following a warning, the individual continues to violate the Code of Civility, the presiding officer shall order the disruptive individual to leave the meeting. If the individual fails to comply, the presiding officer may instruct law enforcement to remove the individual from the meeting.



Agenda Report Form

Open Session Item

SUBJECT: Child Support Enforcement Cooperative Agreement- Approval to Submit Application and Accept Awarded Funding.

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Lieutenant James Grimm, Washington County Sheriff's Office and Richard Lesh, Grant Manager, Office of Grant Management.

RECOMMENDED MOTION: Move to approve the submission of the application for the Child Support Administration Cooperative Reimbursement Agreement to the Maryland Department of Human Services requesting a total of \$600,437.00 for FY25 and accept funding as awarded by the Agency.

REPORT-IN-BRIEF: The Washington County Sheriff's Office is requesting approval to submit an application to renew the Cooperative Agreement between the Department of Human Services Child Support Administration and the Board of County Commissioners to reimburse costs of child support enforcement services provided by the Washington County Sheriff's Office. The application is requesting a total amount of \$600,437, which will reimburse the salaries and fringe benefits for assigned Deputies and Sheriff's office civilian staff to serve child support warrants, summons and provide assistance to the local Department of Social Services as needed.

DISCUSSION: The Office of Grant Management has reviewed the application and program guidelines. The performance period of the cooperative agreement is for one year, starting October 1, 2024 and ending September 30, 2025. There is no match requirement associated with the agreement.

FISCAL IMPACT: Provides \$600,437 to partially reimburse the expenses incurred by the Washington County Sheriff's Office associated with child support enforcement.

CONCURRENCES: Kelcee Mace, CFO

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

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

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Alan Matheny, Director of Emergency Management & Communications, and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of grant application to the Maryland 9-1-1 Board in the amount of \$56,992.68 and accept funding as awarded for the replacement of 18 Iron Horse 4000 Series chairs.

REPORT-IN-BRIEF: The Department of Emergency Communications is requesting approval for the submission of grant application and to accept grant funds in the amount of \$56,992.68 from the Maryland 9-1-1 Board.

DISCUSSION: The Maryland 9-1-1 Board is a diverse team of 9-1-1 system experts and stakeholders brought together by the Governor to coordinate the enhancement of county 9-1-1 systems across Maryland. Washington County Emergency Communications is requesting funding to replace the Iron Horse chairs through the Public Safety Answering Points (PSAP) 3-year funding plan. The existing chairs are due for replacement and the new chairs are engineered, tested and designed for 24/7 environments. The unit price for each chair is \$3006.26 (with the shown contract discount)

FISCAL IMPACT: Provides \$56,992.68 for the Department of Emergency Communications.

CONCURRENCES: Kelcee Mace, CFO, Division of Budget & Finance, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: EMS Staffing Transition Discussion, Next Steps

PRESENTATION DATE: October 8th, 2024

PRESENTATION BY: R. David Hays - Director, Division of Emergency Services (DES)
David Chisholm – Deputy Director – Field Operations, Division of Emergency Services (DES)
Dale Fishack – Vice President, Washington County Vol. Fire and Rescue Association (WCVFRA)

RECOMMENDATION: Motion to approve the EMS Employee Transition MOU with the Hancock Rescue Squad and authorize the Division of Emergency Services to hire eight (8) FF/FAO's that would allow dedicated staffing for Rescue Squad 59.

REPORT-IN-BRIEF: On August 13th, 2024, the Division of Emergency Services received direction and authority from the BOCC to engage in discussion with the Hancock Rescue Squad on the transition of the volunteer corporation employees into County employment.

The specifics of the employee transition, relative to wages and benefits for the Hancock employees, and a requirement to move billing services to the County vendor are in line with the requirements during the EMS employee transition for Smithsburg EMS and Williamsport Fire/EMS in March of 2024.

DISCUSSION: During discussions with Hancock Rescue Squad Leadership, County staff learned that with the EMS only transition of employees, Hancock Rescue Squad would be unable to provide any staffing for Rescue Squad 59, which serves as the primary special service unit in Western Washington County.

In April of 2024, the Hancock Fire Department sent an email advisement expressing concerns over the extended timeframes that mutual aid departments require to arrive to the aid of Hancock firefighters. In many cases, the first arriving mutual aid assistance is 15-20 mins. away, in some instances more. During times when volunteer hours are limited, some of the mutual aid apparatus is responding driver only or understaffed (less than 3 firefighters).

With the remoteness of Hancock and the far western portions of the County, it is felt that the addition of dedicated Rescue Squad staffing will enhance firefighting and rescue capabilities. The additional staffing for the Rescue Squad will also providing staffing opportunities for the 2nd ambulance owned by Hancock Rescue Squad.

The intent of the Division of Emergency Services is to utilize all county staffing assigned to the fire and EMS stations in Hancock universally, handling Fire or EMS calls to the fullest extent possible.

FISCAL IMPACT: \$700,000.00 (budgeted in FY25)

CONCURRENCES: Director of Emergency Services, R. David Hays

Hancock Rescue Squad, Inc. Board of Directors

County Administrator Michelle Gordon

Chief Financial Officer (CFO) Kelcee Mace

President James Sprecher, WCVFRA

Vice President Dale Fishack, WCVFRA

ALTERNATIVES: N/A

ATTACHMENTS: Transition and Staffing MOU's

**Memorandum of Understanding
Between the
Board of County Commissioners of Washington County, Maryland
and the Hancock Rescue Squad, Inc.**

This Agreement ("Agreement" or "MOU") is made this 16th day of Sept., 2024 by and between the Board of County Commissioners of Washington County (hereafter "County"), the Washington County Division of Emergency Services (hereafter DES) [DES is a division of Washington County Government], and the Hancock Rescue Squad, Inc. (hereafter "Company"), a Volunteer Fire and/or EMS Company and non-profit corporation duly organized and validly existing under the laws of the State of Maryland and the Washington County Board of County Commissioners.

EXPLANATORY STATEMENT

WHEREAS, DES was established to manage the daily operational relationships between the BOCC and the 26 independent vol. fire/EMS companies. DES also provides support to the 26 volunteer fire and ambulance companies while providing emergency services to the citizens of and the visitors to Washington County, Maryland.

WHEREAS, the mutual objective of the parties to this Agreement will be to maintain and enhance the delivery of emergency services that are provided to the citizens of and visitors to Washington County, Maryland by ensuring effective and timely response to emergencies that occur within the County.

WHEREAS, this Agreement establishes a working relationship between the parties listed, provides for career staffing assistance, and outlines the mutual rights and responsibilities of those parties as they work together to further their mutual objectives.

WHEREAS, the Company agrees to serve as a host company for apparatus and/or staffing from the DES serving to augment Volunteer staffing of fire and EMS units while helping with the sustainability of emergency service delivery to regions of Washington County, Maryland.

NOW THEREFORE, in consideration of the Explanatory Statement, which is incorporated as a substantive provision of this Agreement, and of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RESPONSIBILITIES OF THE COMPANY

1.1. Work Space for DES Employees

- 1.1.1. The Company shall provide work spaces/area for on-duty DES personnel. Such Work-space/areas will contain the following facilities:
- 1.1.2. A space (Bunk and leisure) that is large enough to house all on-duty DES Employees.
 - 1.1.2.1. This may be common space shared with staff of the Company.
- 1.1.3. Access to/and use of a functional kitchen to include; stove/oven, refrigerator, sink/countertops, kitchen table/chairs, cooking pots/pan, dishware and utensils.
- 1.1.4. Access to/and use of a computer or similar office equipment.
 - 1.1.4.1. Where designated County IT resources are necessary, the County will provide for installation and expenses directly and solely related to the same.
 - 1.1.4.2. The County will provide the computer and printer for DES personnel use.
- 1.1.5. Rest-room facilities to include appropriate shower facilities.
 - 1.1.5.1. Appropriate shower facilities are defined as being clean and free of Mold and mildew, ample hot and cold water supply and personal privacy with locking door(s) where co-ed facilities are utilized.
- 1.1.6. One personal locker space (suggested 12"W x 18"D x 72"H) must be available for each full time DES employee assigned to the Company.
- 1.1.7. Adequate PPE storage space must be available for each full time DES employee assigned to the Company.
- 1.1.8. All defined indoor workspace/areas shall be smoke free.
- 1.1.9. All work areas that DES employees must access/utilize must be free from all workplace hazards to include mold/mildew, and have no violations of OSHA Occupational Regulations.
- 1.1.10. On-duty DES employees must obey the County's Employee Rules and Regulations while working in their defined workspace/area while on duty for the County.
- 1.1.11. A copy of such rules and regulations will be provided to the Company for file.
- 1.1.12. To the extent possible, DES employees will be provided a copy of the Company rules/regulations, and agree to abide by the rules/regulations of the Company, provided no conflict exists with County policy or regulation.

- 1.1.13. It is highly recommended that the Company post all applicable rules or regulations for DES employees in a space accessible to DES employees.
- 1.1.14. In lieu of providing a copy of the Company rules/regulations, the Company may post a copy of the same in an area of the station accessible to DES employees.
- 1.1.15. On-duty DES employees will not be responsible for, or given tasks associated with maintenance, janitorial duties, etc. of portions of the fire company's property whose general primary purpose is revenue generation, such as: bingo halls, carnival grounds, banquet facilities, activities buildings, etc.
- 1.1.16. On-duty DES employees may not be requested and shall not assist in corporation gaming or fund-raising activities, such as; selling raffle tickets, working bingo, working a carnival booth, selling food, etc.
- 1.1.17. On-duty DES employees may be requested to participate in event set-up or clean-up, to include removal of trash, so long as no health hazard is created in doing so.
- 1.2. Apparatus Housing (when applicable)
 - 1.2.1. The Company will provide for housing space at the facility (indoor where possible) For DES apparatus assigned to the Company.
 - 1.2.2. The Company will provide authorization for the installation of any onboard Charging system for DES apparatus assigned to the Company.
 - 1.2.3. Expenses associated with purchases and installation of items required within this section shall be covered by the County.
 - 1.2.4. DES employees shall have access to vehicle cleaning products including, soap, water, brushes/towels; or provide storage for DES provided products of similar nature and use.

2. DUTIES AND RESPONSIBILITIES OF DES

2.1. Management of DES personnel

- 2.1.1. DES will maintain responsibility for hiring, training and maintaining the qualifications, assignments, and discipline of all DES employees.
- 2.1.2. DES personnel are subject to Washington County Employee Rules and Regulations.
- 2.1.3. A copy of the Washington County Employee Rules and Regulations will be provided to the Company Chief or his/her designee for file.
- 2.1.4. Any violation of a County or Company policy should be reported to the Company Chief or his /her designee.

2.1.4.1. The Chief or his/her designee will report the issue to the DES Regional Captain who will either refer the issue as appropriate, or conduct an appropriate inquiry and determine an appropriate course of action.

2.1.5. DES maintains responsibility for all matters involving the conduct and services provided by DES personnel, regardless of the equipment, apparatus, or the facility being used or represented.

2.1.6. The County shall be responsible for all compensation and benefits of DES personnel, including the provision of workers' compensation coverage for DES personnel assigned to the Company.

2.2. Assignment and scheduling of DES personnel

2.2.1. The DES shall have the sole and final authority over the assignment and/or schedule of DES personnel.

2.2.2. Within the limits of ability, the DES will provide the Company with access to the DES Tele-Staff Program, or provide a copy of the scheduled DES coverage for their station.

2.2.3. DES Firefighters, Supervisors (to include Regional), and Station apparatus shall remain in the station, to the fullest extent possible.

2.2.4. Apparatus or staffing should only be out of the first due area or assigned region when directed by DES Leadership, or under a need to fulfill responsibilities of assigned duties.

2.2.5. The DES will make reasonable efforts to notify the station duty officer when apparatus must leave the station and/or staffing is anticipated to be out of position or unavailable.

2.3. Insurance

2.3.1. The County shall provide liability coverage for the acts and omissions of DES employees that are committed within the scope of their public duties and employment.

2.3.1.1. The County will make a copy of its insurance coverage for DES employees available to the Company for file.

3. CHAIN OF COMMAND/FILING AND CONSIDERATION OF COMPLAINTS

3.1. Chain of Command

3.1.1. DES and the Company will recognize an integrated chain-of-command.

3.1.1.1. The definition of integrated Chain of Command for the purpose of this agreement shall mean that volunteer and career officers at the same rank

are recognized in equal capacity/authority within the assigned Company.

- 3.1.2. Volunteer members and career personnel will strive to adhere to the integrated chain-of-command, whenever possible.
- 3.1.3. Attempts to undermine the chain-of-command by picking/choosing officers to address one's concerns is forbidden.
- 3.1.4. A career officer may be "bumped" by the station duty officer providing that officer is in station prior to the apparatus response.
- 3.1.5. To eliminate confusion and delayed responses, whenever possible, such situations should be identified prior to receiving an incident response request.
- 3.1.6. A "bumped" career officer may make up staffing on the responding unit, or move to another unit/position within the station to provide an apparatus operator or staffing.

3.2. Complaints (Volunteer)

- 3.2.1. Volunteer complaints regarding career personnel will first be directed to the career station officer.
- 3.2.2. If the career station officer is not in the station, or the complaint involves that officer, the complaint shall be directed to the volunteer chief or the Station Duty Officer per station policy.
- 3.2.3. In instances whereas it is felt that the in station career officer has not adequately addressed the complaint, the volunteer complaint will be escalated to the Volunteer Chief.
- 3.2.4. The station officer will address the complaint by following the Escalation Matrix, as defined by DES.
- 3.2.5. If the chief officer is not satisfied with the response, he/she shall direct the complaint to the on-duty DES Duty Officer.

3.3. Complaints (Career)

- 3.3.1. Career personnel complaints regarding volunteer personnel will first be directed to the Station Duty Officer.
- 3.3.2. If the Station Duty Officer cannot be contacted, or the complaint involves that officer, the complaint shall be directed to the DES Duty Officer.
- 3.3.3. In instances where it is felt that the Station Duty Officer or DES Regional Officer

has not adequately addressed the complaint, the career personnel complaint will be escalated according to the DES Escalation Matrix.

3.4. Communication Flow When Issues Arise

- 3.4.1. Company officers that have concerns or complaints about a DES employee that cannot be resolved directly by the in-station DES officer or the DES Regional Officer should report such concerns and complaints to the DES Duty Officer.
- 3.4.2. The appropriate Company representative will contact the on-duty DES Duty Officer to discuss and/or address the concerns.

4. NON-HOSTILE WORK ENVIRONMENT

- 4.1. The County, by federal, State and County law, and the Washington County Employee Rules and Regulations Manual require the DES to provide its employees with a work environment that is free from sexual abuse and harassment, alcohol and substance abuse, and other similar hostile or discriminatory conduct.
- 4.2. Exceptions: DES recognizes that the Company may sponsor events that may violate the County policy or requirements the County must provide to its employees.
- 4.3. In such events, the Company shall notify (in writing or by e-mail) the Operations Manager - Fire, or his/her designee in their absence.
 - 4.3.1. Notification should be made seven days in advance whenever possible, or as soon as practical dependent upon the situation.
- 4.4. DES employees may be temporarily relocated to another station and/or other appropriate accommodations can be considered.

5. JOINT OBLIGATIONS OF THE PARTIES

5.1. Litigation

- 5.1.1. It is anticipated that DES personnel will be called upon to operate Company vehicles and apparatus, and that Company personnel will be called upon to operate DES vehicles and apparatus.
- 5.1.2. To the extent covered by insurance, no claim arising out of the operation of a Company vehicle or the actions of a Company member shall be asserted by the Company against the County and/or its employees.
- 5.1.3. To the extent covered by insurance, no claim arising out of the operation of a Company vehicle or the actions of DES personnel shall be asserted by the County against the Company.
- 5.1.4. Nothing in this Agreement shall be interpreted as a release or waiver for which an insurer may base the denial of a claim; or withhold coverage that otherwise would be provided in the absence of such insurance or this provision of the Agreement.

5.1.5. If a party's coverage is withheld on the basis of this provision, this provision shall be of no effect.

5.2. Mutual Cooperation

5.2.1. The County and the Company will cooperate in trying to reach resolution of issues that may arise.

5.2.2. Where work space rules or laws applicable to the County require the implementation of certain practices, modifications, or improvements of the work environment that exists at the Company, and or where reasonably available safety or risk management procedures might feasibly be implemented, the parties shall work together to consider and implement such practices, modifications, improvements, or procedures.

6. Fundraising and Billing for Emergency Services Responses

6.1. No solicitations for contributions, donations, gaming, or billing for service from the citizens are permissible with regards to the use of DES personnel/resources; without BOCC approval and the provision of a codified Business Associates Agreement between the County and the Company. (This should be executed with each Company to help clear up any complications for the Vol. Companies).

6.2. No funding will be provided or promised in exchange for services or resources of DES.

6.3. Fire and/or EMS Billing (except for those EMS companies who have gone through an EMS Staffing transition) for the Companies resources, services or staff shall continue to be the responsibility of the independent corporation.

6.4. DES Staff will provide all necessary paperwork required on behalf of the Company for incident reporting or billing purposes.

6.5. Patient care reports will be completed as required by the EMS Operational Program.

7. MOU REVIEW/ AMMENDMENT/ TERMINATION

7.1. This Agreement shall be re-evaluated annually and subject to modification or change as necessary by both parties.

7.2. Changes in the terms and conditions of this Agreement may only be altered in a writing that is executed by all parties to this Agreement.

7.3. This agreement may be terminated at will with a forty-five (45) day written notice by either party (see below for defined breakdown of the 45 day period).

7.4. If a breach of the agreement is found, written notice will be provided to the offending party.

- 7.5. If a decision has made that a breach of this agreement has occurred, reasonable efforts should be made to provide (in writing) the offending party a thirty (30) day opportunity to correct the issue(s).
- 7.6. In cases whereas a breach of this agreement cannot be or is not remedied, termination of the agreement may be made fifteen (15) days after the original notification of breach was made to the offending party.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers.

Hancock Rescue Squad, Inc.

BY: _____
Chief

BY: _____

President

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

BY: _____

Dawn L. Marcus, County Clerk

BY: _____

John F. Barr, President

Recommended for approval:

BY: _____

R. David Hays, Director
Division of Emergency Services

**Approved as to form and legal
sufficiency for execution by the County:**

BY: _____

Zachary J. Kieffer, County Attorney

EMS MEMORANDUM OF UNDERSTANDING

THIS EMS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of _____, 202~~4~~⁵, by and between THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the "County"), and HANCOCK RESCUE SQUAD, INC., a Maryland non-profit corporation (the "Station").

RECITALS

WHEREAS, the Division of Emergency Services (the "Division") was created by the County for the purpose of administering the County's affairs regarding fire, rescue and emergency medical services and associated activities while maintaining the existing volunteer services in Washington County.

WHEREAS, the Station wishes to participate in the organizational component of the Division by cooperating with the County to facilitate the transition of the full-time and part-time Station employees to County employment.

WHEREAS, the parties agree that this MOU shall serve as the guiding document setting forth the terms to which the parties will abide.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Definitions.

- a. Authority Having Jurisdiction (AHJ). The Board of County Commissioners of Washington County, MD by resolution (RS-2014-17) maintain the Authority Having Jurisdiction over all matters involving fire, rescue and emergency medical serves in Washington County, MD.
- b. County Personnel. ("County Personnel") County Fire/EMS employees assigned to various Volunteer Stations and/or apparatus throughout Washington County to provide fire and emergency medical services. County Personnel are supervised and managed by the Director, or his/her designees and are subject to Volunteer Station assignment changes at the discretion of the Director.
- c. Division. The Division of Emergency Services ("DES") serves as the oversight agency on behalf of the Washington County Board of County Commissioners on all matters involving fire, rescue, and emergency medical services for Washington County, Maryland. The Division shall include County Personnel operating under the management of the Division Director (the "Director").
- d. New Employees. All eligible full-time and all eligible part-time employees of the Station, as of the date of this MOU, to be hired by the County pursuant to the terms herein.

- e. Property. Real and personal property including apparatus(es), vehicles, and equipment.
- f. Washington County Volunteer Fire and Rescue Association (WCVFRA). A volunteer Association representing the 26-volunteer fire and EMS companies that are authorized to operate in Washington County, MD. The WCVFRA provides administrative and operational guidance to the volunteer fire and EMS companies within Washington County, MD.
- g. Volunteer Fire and Rescue Stations. (“Volunteer Stations”) Independent, legally incorporated non-profit organizations responsible for their own corporate administrative affairs, including but not limited to members, employees, risk management, investments, and the management of their assets. The Volunteer Stations are officially recognized by the County to provide fire, rescue, and emergency medical services in accordance with the policies, procedures, and laws of the County and the Division.
- h. Washington County Fire and EMS Volunteers. (“Volunteers”) All Volunteer Station fire and emergency medical services volunteers performing duties without promise, expectation, or receipt of compensation for services rendered.

2. Transfer of Current Employees.

- a. The County agrees to hire all current full-time and part-time employees of the Station (“Station Employees”), which shall be conditioned on the successful completion of the County’s standard hiring process (See Appendix A) consisting of the following:
 - i. Submittal of completed application for County employment,
 - ii. Completion of an EMS Oriented Physical Abilities Test,
 - iii. Physical examination,
 - iv. Background check,
 - v. Psychological evaluation, and
 - vi. Alcohol and Substance Use Testing.
- b. All full-time New Employees will be hired as regular full-time employees at the grade and step on the County’s wage and salary scale commensurate with the New Employee’s hourly or salary wage rate paid while a Station Employee.
- c. All part-time New Employees will be hired as regular part-time employees at the grade and step on the County’s wage and salary scale commensurate with the New Employee’s hourly wage rate paid while a Station Employee.
- d. The Station will provide the County with payroll documentation showing the current wages of the Station Employees. The County will not honor any increase in wage or salary given by the Station to a Station Employee after the start of the County’s current fiscal year, July 1, 2024, that was not enacted as

part of regular step-increases, promotion or otherwise within the normal course of operations of the Station, as the case may be.

- e. New Employees will serve a 1-year probationary period.
- f. New Employees' eligibility for defined benefit participation and leave accruals shall be in accordance with existing policy as promulgated by the County's Department of Human Resources (See Appendix A), in the Employee Handbook or on the County's Human Resources webpage. Personnel Policies - Washington County (washco-md.net).
- g. Seniority for full-time New Employees within the Division, as to priority for scheduling, Kelly Days, and vacation approvals, will be determined by current Division practices. General County employment seniority shall follow standard Human Resources Department policies.
- h. The County assumes no liability for any compensation owed to Station Employees by Station, including but not limited to: wages, back-pay, accumulated vacation time or sick leave, health insurance liabilities, retirement or other deferred compensation plan, or any other amount or sum due and owing to a Station Employee.
- i. The provisions of this Section 2, shall apply only to those Station Employees employed by the Station as of the date of this MOU. Nothing contained herein shall be construed as an ongoing, open, or rolling hiring process. The Station shall provide a list of the full-time and part-time Station Employees requesting to be hired by the County.

3. County Personnel and Volunteer Relations.

- a. Assignment and Scheduling of County Personnel
 - i. The Division agrees to provide staffing to the Station based upon available resources and Division priorities.
 - ii. The Division shall have sole responsibility and final authority over the assignment and /or schedule of County Personnel.
 - iii. Within the limits of ability, the Division will provide the Company with access to the Division scheduling program or provide a copy of the scheduled Division coverage for their station.
 - iv. The County shall provide liability coverage for the acts and omissions of County Personnel that are committed within the scope of their public duties and employment. The County will make a copy of its insurance coverage for County Personnel available to the Volunteer Station for file.

4. Management of County Personnel.

- a. The County, through its oversight of the Division will maintain responsibility for hiring, training and maintaining the qualifications, assignments, and discipline of all County Personnel.
- b. County Personnel are subject to Washington County Personnel Rules and Regulations (See Appendix A).
- c. A copy of the Washington County Personnel Rules and Regulations will be provided to the Volunteer Station Chief or designee.
- d. Any violation of a Volunteer Station or Company policy should be reported to the assigned Division Regional Officer who will either refer the issue as appropriate, or conduct an appropriate inquiry, and determine an appropriate course of action, in accordance with the County's progressive discipline policy (See Appendix A).
- e. The Division maintains responsibility for all matters involving the conduct and services provided by Division personnel, regardless of the equipment, apparatus, or the facility being used or represented.
- f. The County shall be responsible for all compensation and benefits of County Personnel, including the worker's compensation coverage for County Personnel assigned to the Volunteer Station.
- g. To the extent possible, County Personnel shall operate under the policies and procedures of the Volunteer Station, provided no conflict exists with County policy or regulation. Copies of these policies must be provided to the Director or his/her designee prior to County Personnel placement at the Station and any amendments or new policies shall be provided to the Director as they are implemented. Station specific administrative rules and regulations will not be altered, amended, or deleted by the Director unless mutually agreed upon, in writing by the leadership of the Volunteer Station. It is highly recommended that the Volunteer Station post all applicable rules or regulations for County Personnel in a space accessible to County Personnel. To the extent there is an unresolvable conflict, the County policy shall control.
- h. County Personnel will not be responsible for, or given tasks associated with maintenance, janitorial duties, etc. of portions of the Station's property whose general primary purpose is revenue generation, such as bingo halls, carnival grounds, banquet facilities, and activities buildings.
- i. On-duty County Personnel may not be requested and shall not assist in the Volunteer Station's gaming or fund-raising activities, such as but not limited to, selling raffle tickets, working bingo, working a carnival booth, or selling food.

- j. On-duty County Personnel may be requested to participate in event set-up or clean-up, to include trash removal, so long as no health hazard is created in doing so.
- k. The Station shall provide apparatus and other vehicles (Station and/or Division owned) to County Personnel assigned to the Station to enable County Personnel to perform their duties, including driver's training, incident responses, Station supported/authorized training, public education and community related events and activities. County Personnel and Volunteers may operate only the vehicle they are licensed and approved to operate under the Division and Station standard operating procedures and standard operating guidelines. Station and the Director shall establish other criteria governing the use of the Station and Division-owned vehicles. Director shall not lessen any Station mandated standards for operation of any equipment.
- l. Station shall be responsible for ensuring all maintenance and inspections are performed on Station-owned apparatus and vehicles and that said apparatus and vehicles have current certifications and have passed all required inspections as required by all federal, state, or local laws or regulations.
- m. As needed, the Volunteer Station will provide housing space, inside the facility, for Division assigned apparatus.

5. Station Obligations to County Personnel. Station agrees to provide the following for County Personnel:

- a. At a minimum, the Station must purchase and maintain one (1) fully functional and adequately equipped (per County standards and State requirements) EMS transport unit (ambulance).
- b. A workplace that is compliant with all safety standards and codes.
- c. A smoke and tobacco free work setting (See Appendix A). This does not include Station-owned property not designated as a work setting (to include attached or unattached spaces used for public rentals, bingo or other social gatherings).
- d. Adequate parking for each assigned County Personnel.
- e. One (1) bed (if Station receives 24-hour-per-day-County Personnel staffing) for every assigned position on a shift. The bed shall be, at a minimum, a twin bed of acceptable construction with a mattress and mattress cover. Beds must be located in an area suitable for sleeping. This may be a common space shared with Volunteers.
- f. Restroom facilities to include appropriate shower facilities. Appropriate facilities are defined as being clean and free of mold and mildew, supplied with

ample hot and cold water and personal privacy with locking door(s) where co-ed facilities are utilized.

- g. One secure locker for each County Personnel regularly assigned to work at the Station to accommodate a uniform change and house personal hygiene items. (Suggested 12"W x 18"D x 72"H)
- h. Access to a functional kitchen with adequate facilities (i.e., stove/oven, refrigerator, sink/countertops, kitchen table/chairs, cooking pots/pans, dishware and utensils) to allow County Personnel to prepare meals during their shift.
- i. Access to a washer/dryer to allow for uniform washing. If available, access to and use of a gear washer to allow for washing of PPE.
- j. At a minimum, a functional telephone in the sleeping areas of the Station.
- k. If available, access to physical training areas and equipment. If physical fitness equipment is not available within the Volunteer Station, the Station shall provide reasonable allowance to County Personnel to travel in Station Property to an alternate facility for the same. The County will ensure that all mandated physical training activities are covered under the County's Worker's Compensation insurance or employees and volunteers.
- l. A storage area free from direct sunlight or UV light for the storage of personal protective equipment.
- m. Adequate cleaning supplies and equipment for County Personnel use and for Station maintenance.
- n. Access to audio visual equipment in the Station for training programs.
- o. As necessary, access to a County-provided network connection for computer placement, and a functional fax, scan, and copy (multifunctional) machine and a bulletin board. Station agrees to permit installation of necessary equipment for County Personnel to operate on County hardware and software, at County's sole cost and expense. County agrees to perform all restorative acts necessary to return Station to good condition immediately following any installation.
- p. Suitable secure storage space for County Personnel paperwork and sufficient supply of office supplies needed to accomplish routine administrative tasks.

6. County/Division Obligations to Stations.

- a. When County information/technology services are needed as determined by the Division, the County will provide for the installation, maintenance, licensing, and expenses for such services under the same terms and conditions as paragraph 3(m) above. Station will remain responsible for its own information/technology equipment.

- b. Use of Apparatus/Vehicles – For the use of the apparatus/vehicles, the County agrees to continue funding the daily operational costs associated with the use of the apparatus/vehicles through the annual budget process. This shall include, but not be limited to, funding for fuel, maintenance, insurance, etc.
- c. Work Environment – The Division desires to work with Volunteers and WCVFRA to create a safe and civil work environment in the Station. The County Personnel and Volunteers agree to follow all Federal, State, County, and Division policies to ensure a harmonious relationship.
- d. The County, as Authority Having Jurisdiction and through the Division, and the Station will recognize an integrated chain-of-command defined as any Volunteer or County Personnel officer at the same rank are recognized in equal capacity/authority within the assigned Volunteer Station.
- e. Complaints (Volunteer) (See Appendix B)
 - i. Volunteer complaints regarding County Personnel will first be directed to the Division station officer or regional officer in the absence of a station officer.
 - ii. If the Division station officer is involved in the complaint, the complaint shall be directed to the Volunteer Chief or the station duty officer per Volunteer Station policy.
 - iii. In instances where it is felt that the in-station Division officer has not adequately addressed the complaint, the volunteer complaint will be escalated to the Volunteer Chief.
 - iv. The station officer will address the complaint by following Escalation Matrix, as defined by the Division.
 - v. If the chief officer is not satisfied with the response, he/she shall direct the complaint to the on-duty Division Duty Officer.
- f. Complaints (Division) (See Appendix B)
 - i. County Personnel complaints regarding a Volunteer shall first be directed to the Station Duty Officer.
 - ii. If the Station Duty Officer cannot be contacted, or the complaint involves that officer, the complaint shall be directed to the DES Regional Officer.
 - iii. In instances where it is felt that the Station Duty Officer, or Division Regional Officer has not adequately addressed the complaint, a complaint from County Personnel will be escalated to the Operations Manager, or DES Duty Officer if the incident occurs after hours.
- g. Discipline – The Division agrees that all disciplinary action stemming from strictly Station/Volunteer affairs are the responsibility of the Station. If Station

discipline involves a Volunteer's removal from operations, the Director shall be notified of the removal. The Director will serve as a resource to the Station on matters, if requested.

- h. Communications – Station President and Volunteer Fire Chief, or their designees, shall meet with the Director at least once per quarter, or as required to ensure a professional work environment.
- i. The Station, having an EMS transport unit, shall be guaranteed to retain at least one staffed transport unit, even when staffed by County Personnel. It will be the discretion of the Director to determine additional staffing levels for each additional unit and will be dependent upon evolving metrics.

7. Budget and Funding.

- a. Upon the County's hiring of the New Employees and subsequent staffing of the Station, the County shall receive eighty percent (80%) of the net billing revenue generated by the Station for providing emergency medical services. The Station shall retain the remaining twenty (20%) percent of said revenue.
- b. When the Station staffs a second EMS transport unit to respond to a call, with appropriate Volunteer staffing, defined as a qualified driver and qualified EMS clinician (based on call type), the Station shall be entitled to retain a greater share of the net billing than stated above. In this scenario, the County and the Station shall each receive 50% of said net billing.
- c. Upon the County's hiring of the New Employees, the County shall cease providing the health insurance subsidy and the staffing subsidy previously provided to the Station.
- d. The annual funding provided by the County to the Station will not be affected by the terms of this MOU. Additionally, the following funding sources are intended to remain unaffected by this MOU:
 - i. Senator Amoss 508 funding,
 - ii. State Gaming funding,
 - iii. The Station may continue its annual subscription/membership fund drive, the obligations of which the County agrees to honor, with regard to billing of the Station's subscribers/members.
 - iv. County Fuel and Maintenance programs, and
 - v. Property, casualty, liability and vehicle insurance.
- e. The Division will assume EMS billing responsibility upon placement of County Personnel in the Station.
- f. The Company will complete and provide all documents, signatures and cooperate necessary to facilitate EMS billing.

- g. The County will establish billing rates upon the County assuming EMS billing for the Company.
- h. The Authority Having Jurisdiction, or their designee, shall have the authority to audit Station expenditures of County funds and provide input and analysis on proposed Station budgets. The County reserves the right to review actual expenditures made pursuant to prior budgets.

8. Indemnification and Insurance.

- a. The County shall indemnify, protect, and save harmless the Station from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, or judgment where County Personnel is deemed at fault or negligent, up to the applicable tort caps and immunities.
 - b. Insurance deductibles will be the responsibility of the owner of the Property, unless damage was caused by County Personnel operating Station owned Property or Volunteers operating County-owned Property.
 - c. These coverage levels shall be reviewed annually by the insurance carrier, the County's risk management specialist, and individual Station representatives. To the extent available, the County shall maintain coverage based on the agreed-upon values on all insured Property. These values shall be mutually agreed-upon by all parties during the annual review of coverage. If an agreement cannot be reached, the insured value will be determined by an independent insurance appraisal.
 - d. In the event of a claim for partial loss of any Station-owned Property, all amounts paid by any insurer for said Property, shall be made directly to the contractor or County (as the first insured) for the repair of said damage. In the event of a total loss, the entity responsible for replacing the Property shall receive any insurance proceeds from the County.
 - e. The County will process claims with the cooperation of the Station, as well as fund insurance coverage for the following: i) Property, ii) Crime, iii) Liability, iv) Accident & Sickness for Volunteers, and v) Worker's Compensation.
- 9. Term.** The term of this MOU shall be continuous (the "Term") and may be reviewed by the County by sending a written notice through the Director to commence said review. Notwithstanding anything to the contrary, the Station shall have no right to terminate this MOU during the first ten (10) years of the Term, except for acts of gross negligence by the County. Termination of this MOU by either party will result in the cessation of staffing of the Station with County Personnel.
- 10. Governance.** The terms of this MOU and its execution shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Understanding of the Parties. This MOU represents the complete, total, and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this MOU, shall be deemed to exist or bind the parties at the time of execution.

IN WITNESS WHEREOF, the parties have executed this MOU on the date first written above.

ATTEST:

STATION:

HANCOCK RESCUE SQUAD, INC.

Steph Brawhart
Steph C. Barr

Scott Suskirk
BY: *[Signature]* (SEAL)
Name:
Title:
COUNTY:

WITNESS:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

BY: _____ (SEAL)
John F. Barr, President

Approved as to form for execution by the County:

Zachary J. Kieffer
~~Assistant~~ County Attorney

APPENDIX A
LIST OF SELECT COUNTY PERSONNEL POLICIES

- **PR-2: Progressive Discipline and Dismissal**
- **PR-5 Alcohol and Substance Abuse Testing**
- **PR-5A Alcohol-Free Drug-Free Workplace**
- **PR-13 Anti-Harassment**
- **PR-21 Violence in Workplace**
- **PR-24 Hiring Process**
- **PR-37 Anti-Discrimination**

****Appendix A is for reference purposes related to this MOU, only and not an exhaustive list of all personnel policies applicable to New Employees and County Personnel.****

APPENDIX B
CONFLICT ESCALATION MATRIX

DES Responsibility/Conflict Escalation Matrix

(each notification required within this document will be made to the indicated individual(s) by the DES staff member(s) identified within each section)

DES Duty Officer/Operations Manager-Fire

General daily oversight of DES Fire/EMS personnel

Handles station and staff operational complaints during normal working hours

Escalates unresolved issues to the Deputy Director – Operations or Director as requested

Handles issues between multiple personnel with emphasis on resolution at the lowest level

Escalates unresolved issues to the DES Operations Manager - Fire, or the DES Duty Officer outside of normal working

Situations requiring escalation and/or notification to the Deputy Director and Director

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Station Captain/Lieutenant's

Station Liaison and In-station 24-hour DES Staff Supervision

Handles issues involving assigned personnel, with emphasis on resolution at this level

Situations requiring escalation to the Operations Manager-Fire

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence

Firefighter, Firefighter/Paramedic, Paramedics, EMT's

Handles "person to person" issues, with emphasis on resolution at this level

Escalates unresolved issues to the DES station officer for input or resolution

Situations requiring escalation to DES Station Officer

Physical Altercation

Hostile Work Environment

Sexual Assault

Staff Under Influence



Agenda Report Form

Open Session Item

SUBJECT: Laserfiche Renewal Agreement (PUR-1712) for the Information Technology

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing; Josh O’Neal, Chief Technical Officer, Information Technology

RECOMMENDATION: Move to authorize, the Information Technology to enter into a one (1) year Laserfiche support and subscription renewal Agreement for the total sum of \$69,720.35 from MCCI of Tallahassee, FL.

REPORT-IN-BRIEF: The agreement covers various types of annual Laserfiche support and subscription. The Laserfiche platform has allowed for our manual processes to be streamlined into an elegant digital workflow which has increased accessibility and searchability and has eliminated the paper trail. Using digital forms to standardize processes saves time on printing documents and maintaining hard copies. The system keeps a log for every task that shows what was done, who did it, and when it was done, which provides better transparency.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$1,525,363 are budgeted in the department’s account 515180-10-11000.

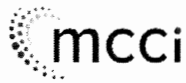
CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: MCCI’s quote

AUDIO/VISUAL NEEDS: N/A

BUDGETARY NOTIFICATION



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: Washington County
Estimate Number: 32571
Estimate Type: Annual Support Renewal

Quote Date: July 23, 2024
Support Period: 10/01/2024 - 09/30/2025

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Annual Total</i>
<u>ANNUAL SUPPORT/SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> Laserfiche Rio Records Management Edition Named Full User (100-199 Users)	176	\$185.96	\$32,728.08
<input checked="" type="checkbox"/> Laserfiche Rio Forms Professional (100-199 Users)	176	\$16.91	\$2,975.28
<input checked="" type="checkbox"/> Laserfiche Rio Pilot Public Portal	1	\$5,250.00	\$5,250.00
<input checked="" type="checkbox"/> Laserfiche Rio Forms Portal	1	\$1,678.95	\$1,678.95
<input checked="" type="checkbox"/> Laserfiche Rio SDK	1	\$787.50	\$787.50
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Core	1	\$1,050.00	\$1,050.00
<input checked="" type="checkbox"/> Laserfiche Rio Quick Fields Agent	1	\$2,100.00	\$2,100.00
<input checked="" type="checkbox"/> Laserfiche Rio Import Agent	1	\$315.00	\$315.00
<input checked="" type="checkbox"/> Laserfiche Rio ScanConnect (Legacy)	3	\$34.65	\$103.95
<input checked="" type="checkbox"/> Laserfiche Participant User Subscription (200-499 Users)	287	\$55.00	\$15,785.00
<input checked="" type="checkbox"/> MCCi Process Administration Support Services for Laserfiche (MPASS)	1	\$3,780.00	\$3,780.00
<input checked="" type="checkbox"/> Laserfiche Rio Forms Portal	1	\$1,678.95	\$1,678.95
<input checked="" type="checkbox"/> Laserfiche Rio Connector (100-199 Users)	176	\$8.45	\$1,487.64
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			\$69,720.35

Note: Laserfiche recently announced that all Laserfiche renewal rates on the following platforms will incur a 5% increase starting July 1, 2024: Teams, United, Avante, Rio, Cloud & Subscription (Site Licenses only). This renewal reflects this increase.



Agenda Report Form

Open Session Item

SUBJECT: Transit Routing/Dispatching Hardware/Software (Harford County RFP 23-180) Procurement

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Rick F. Curry, CPPO, Purchasing Director; Shawn Harbaugh, Interim Director, Transit,

RECOMMENDED MOTION: Move to authorize the procurement for the routing, dispatching, scheduling hardware and software for County Transit in the amount of \$74,555.15 from Ecolane of Wayne, PA and in the amount of \$198,424.89 from Passio Technologies of Atlanta, GA based on their proposals.

REPORT-IN-BRIEF: Washington County participated in a joint purchasing venture RFP 23-180 Intelligent Transportation Systems administered by Harford County that also included Frederick County, Charles County, St Mary's County, and Worcester Commission on Aging for procuring Routing Hardware and Software. The procurement process received concurrence from the Maryland Transit Administration and is therefore eligible for an 80% Federal and 10% State cost share reimbursement.

Washington County Transit (WCT) participated in the request for proposal (RFP) process and review committee and concurs that the two vendors met the criteria and can provide this needed service for Washington County Transit.

The services will continue to allow WCT to have an electronic scheduling and notification system. The Ecolane software supports the demand response operation (aka Paratransit) including vehicle scheduling software and automated voice response system for rider trip reminders. Passio software and hardware supports the fixed route bus operation and includes software, GPS tracking, data reporting, automated voice announcements, audio interrupt systems, driver mobile data terminals, stop request modules and messaging.

The maintenance support includes licensing for staff access (users), cellular connectivity for data exchange, and Help Desk support for back-end software processes. Ongoing annual maintenance for Ecolane over the service period is \$21,479 while Passio is \$27,825. The contract service period can extend up to 5 years.

DISCUSSION: Washington County Transit has relied on electronic routing and scheduling since 2018 and these services are necessary for continuity of operations and service.

FISCAL IMPACT: Funds in the amount of \$300,000 are available in the department's Capital Improvement account EQP049 and anticipated a 80% federal, 10% state, and 10% local cost share. The County's local cost share will be 10% or \$27,298.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Ecolane and Passio Quotes

AUDIO/VISUAL NEEDS: N/A



Ecolane is the industry-leading provider of intelligent web-based transit scheduling software. Combining a powerful and intuitive demand-response platform, Ecolane software enables transit providers increased productivity, streamline efficiency, and outstanding client satisfaction.



info@ecolane.com

Ecolane
940 West Valley Road
Wayne, PA 19087
United States

T: 844-326-5263

Quote #	155 v5
Date	2024/09/04
Expires	2024/09/30
Contact	Bo Foster

Prepared for Washington County Transit
Connor Shank
1000 W Washington St
Hagerstown, MD 21740
United States

T: (240) 313-2750
E: cshank@washco-md.net

ACCEPT QUOTE

EVOLUTION - Traditional

Year 1 Fees

Item	Qty	Price	Total
EVOLUTION and MDT Software Licenses	8	\$4,300.00	\$34,400.00 \$19,608.00 [†]
Core Ecolane Software, Includes licenses for core system, driver MDTs, and map data for 5 contiguous counties. Priced per vehicle with unlimited users			
43% Item Discount (\$14,792.00)			
Onsite Training	7	\$1,100.00	\$7,700.00 [†]
Training, and Go-live days. 8-hour work days			
Remote setup and installation	3	\$1,100.00	\$3,300.00 [†]
Includes implementation project management, remote server setup, and remote training. 8-hour work days			
Travel	2	\$2,970.00	\$5,940.00 [†]
For On-site services. Per trip.			
Year 1 Subtotal			\$51,340.00
Discount			(\$14,792.00)

Ongoing Annual Fees

Item	Qty	Price	Total
EVOLUTION and MDT Software Contract Annual Maintenance	8	\$860.00	\$6,880.00 [†]

* Recurring fees billed Ongoing Annual Fees with 0 upfront payment(s).

Ongoing Annual Fees Subtotal	\$6,880.00
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Value Adds

Year 1 Fees

Item	Qty	Price	Total
INTERACTIVE	1	\$42,995.00	\$42,995.00
Use an Interactive Voice Response system to automatically call your riders to remind them of their trip and let them cancel, without ever having to bother your call center. Requires third-party licensing and setup costs for one call flow. Additional charges required to cover monthly IVR call costs with committment estimates based on trip volume.			\$24,507.15[†]
43% Item Discount (\$18,487.85)			
INTERACTIVE Monthly IVR Costs, Annualized Year 1	1	\$6,000.00	\$6,000.00[†]
Customer responsible for overages set at \$0.044/min, allotted 4,000 minutes/month, which is based upon 700 trips performed weekly.			
INTERACTIVE Setup costs and licenses	1	\$7,500.00	\$7,500.00[†]
Includes 1 call flow (night before or day-of service arrival notifications) and web-based call flow reports			
Year 1 Subtotal			\$56,495.00
Discount			(\$18,487.85)

Ongoing Annual Fees

Item	Qty	Price	Total
INTERACTIVE Contract Annual Maintenance	1	\$8,599.00	\$8,599.00[†]
INTERACTIVE Monthly IVR Costs, Annualized	1	\$6,000.00	\$6,000.00[†]
Customer responsible for overages set at \$0.044/min, allotted 4,000 minutes/month, which is based upon 700 trips performed weekly.			

* Recurring fees billed Ongoing Annual Fees with 0 upfront payment(s).

Ongoing Annual Fees Subtotal	\$14,599.00
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Summary

[†] Non-taxable item

Please contact us if you have any questions.


Year 1 Subtotal	\$107,835.00
Discount	(\$33,279.85)
Total Licenses and Professional Services for Year 1	\$74,555.15 USD
Annual Recurring Total After Year 1	\$21,479.00 USD

[ACCEPT QUOTE](#)

Cost Breakdown

Category	Year 1 Fees	Ongoing Annual Fees
Value Added Items	\$48,995.00	\$8,599.00
Recurring Items	—	\$6,000.00
Non-Recurring Items	\$7,500.00	—
Core Licenses	\$34,400.00	\$6,880.00
Professional Services	\$16,940.00	—
Discount	(\$33,279.85)	—
Total	\$74,555.15 USD	\$21,479.00 USD

Quote Attachments

 [Master_Agreement_-_Ecolane.pdf](#) (230 KB)

The Year One Cost includes initial licensing, Year One maintenance, and professional services; annual maintenance is paid in years 2-5.

Payment Terms: 75% is due upon (a) contract execution and (b) server spin-up, 20% is due at training completion, and 5% is due at system acceptance. The annual payment is due one year from contract execution.

Additional Terms:

Implementation/Training Assumes eight hours per day on-site, excluding weekends and holidays.

All prices are in US dollars. All applicable sales/use taxes are additional, and payment of such is the sole responsibility of the prime contractor.

Prime contractors may purchase tablets and airtime through a cellular provider. Depending on the carrier, tablet prices range from \$0 to \$499. Please coordinate your cellular data and tablet provider with Ecolane before ordering hardware.

Upgrade and webinar training is included for Value Ad module upgrades; additional on-site or new employee training is invoiced using Training Day rates as applicable.

* Data plan does not include web browsing, etc. A 2GB data plan is sufficient for Ecolane Touchscreen MDT Software and Navigation usage. Unless otherwise noted, the agency is responsible for the data plan and any overages.

** All licensing costs include annual hosting - support & licensing fees due one year from contract execution set at 20% of MSRP.

PASSIO TECHNOLOGIES

YOUR CUSTOM SOLUTION QUOTE

Washington County

Communications & Outreach Mgr

Connor Shank

cshank@washco-md.net

Quote #: 2481 v6

PLEASE REACH OUT TO
PASSIO SALES WITH ANY
QUESTIONS
SALES@PASSIOTECH.COM

PASSIO
TECHNOLOGIES



Passio Cover Letter

Please review this quote from Passio Technologies to Washington County

Quote #: 2481 v6

Quote total: \$198,424.89 USD

Thank you,

The Passio Team

6100 Lake Forrest Dr

Atlanta 30328

678-825-3456

marketing@passiotech.com

www.passiotech.com

MAKING EVERY PASSENGER COUNT

PASSIO TECHNOLOGIES



Passio Technologies
6100 Lake Forrest Dr
Atlanta, GA 30328
United States

T: 678-825-3456
F: 866-633-9504

Prepared for Washington County
Connor Shank
MD
United States
E: cshank@washco-md.net

Quote #	2481 v6
Date	Sep 4, 2024
Expires	Dec 31, 2024
Contact	Keven Izen

ACCEPT QUOTE

Passio Technologies CORE Quote for Washington County MD

Passio GO. CAD/AVL GPS Tracking

One-Time Fees

Category	Item	Qty	Price	Total
Setup	Passio GO CAD/AVL GPS Setup	1	\$2,637.00	\$2,637.00
	Setup Passio GO solution for customer account. One fee per system.			\$1,714.05[†]
	35% Item Discount (\$922.95)			
	Code: GOga			
	Base Price		\$2,637.00	\$2,637.00
License	Passio GO GPS CAD/AVL Software License	21	\$108.00	\$2,268.00
	Per unit one time software license. Includes lifetime updates. For Installed, Portable, and API Configuration.			
	Code: GOgpsavl			
	Base Price		\$108.00	\$2,268.00
Hardware	VLU	21	\$350.00	\$7,350.00
	Vehicle Logic Unit for GPS Tracking.			
	Code: VLU			
Hardware	VLU Roof Mount Antenna	21	\$220.00	\$4,620.00
	Antenna: Roof Mount Antenna SMA/SMC, TriBand (Higher Accuracy Gain), 9'			
	Code: 1210025VLU			



Category	Item	Qty	Price	Total
Hardware	Power Management Module Power protection and surge management module. Code: PWRMGT	21	\$229.00	\$4,809.00

One-Time Subtotal \$21,684.00

Discount (\$922.95)

Annual Fees

Category	Item	Qty	Price	Total
Recurring	Passio GO GPS/AVL Recurring Annual Per unit annual recurring fee. Configuration updates, reporting, and data storage. Code: 40RX21PGO	21	\$564.00	\$11,844.00[†]

* Recurring fees billed annually with 0 upfront payment(s).

Annual Subtotal \$11,844.00

Automated Voice Announcements

One-Time Fees

Category	Item	Qty	Price	Total
Setup	AVA: Automated Voice Announcement Standard Setup Automated Voice Announcement solution setup 35% Item Discount (\$2,310.35) Code: 1213009AVA	1	\$6,601.00	\$6,601.00 \$4,290.65[†]
License	AVA: Automated Voice Announcement Software License Per unit one time software license. Includes lifetime updates. Code: AVAlicense	21	\$726.00	\$15,246.00[†]
Hardware	AVA: Audio Interrupt System Includes audio interrupt hardware, ancillary equipment, and wiring for connection to existing PA or Head Unit system with installed speakers. If additional audio equipment is required, Passio can provide this option as an upgrade to the customer. Code: 1219045AVA	21	\$522.00	\$10,962.00
Hardware	MDT - Fixed Mount Mobile Data Terminal Rugged Android MDT, Multi Connections, Stationary Mount. Code: 1210003MDT	21	\$912.00	\$19,152.00

Category	Item	Qty	Price	Total
	RAM Mount: RAM-B-Std-Fixed-Bundle (RAMMDTF)			
			One-Time Subtotal	\$51,961.00
			Discount	(\$2,310.35)

Annual Fees

Category	Item	Qty	Price	Total
Recurring	AVA: Automated Voice Announcement Recurring Annually	21	\$340.00	\$7,140.00 [†]
	Per unit annual recurring fee. Configuration updates, reporting, and data storage.			
	Code: AVAannual			
				<i>* Recurring fees billed annually with 0 upfront payment(s).</i>
			Annual Subtotal	\$7,140.00

Automated Voice Announcements - Stop Request

One-Time Fees

Category	Item	Qty	Price	Total
Setup/License	Stop Request Integration Module	1	\$8,987.00	\$8,987.00 \$5,841.55
	Setup Stop Request indicator to be triggered by on board tape or pull cord system. Includes notification on driver Mobile Data Terminal (Passio provided MDT solution) and Stop Requested message on Passio provided internal message sign solution (SmartSense).			
	35% Item Discount (\$3,145.45)			
	Passio (Code: SRSET)			
Setup/License	Stop Request License Fee	21	\$654.00	\$13,734.00
	Per vehicle license fee for Stop Request Module.			
	Passio (Code: SRLIC)			
HDW&INST	Stop Request Hardware	21	\$932.00	\$19,572.00
	Per vehicle wiring, relay hardware, installation, and testing.			
	Passio (Code: SRHDW)			
			One-Time Subtotal	\$42,293.00
			Discount	(\$3,145.45)

Annual Fees

Category	Item	Qty	Price	Total
Recurring	Stop Request Annual Support and Maintenance Annual per vehicle fee for support, maintenance, and upgrades for stop request module. Passio (Code: SRANN)	21	\$222.00	\$4,662.00

* Recurring fees billed annually with 0 upfront payment(s).

Annual Subtotal **\$4,662.00**

SmartSense. Interior, Passenger Facing LED Signs

One-Time Fees

Category	Item	Qty	Price	Total
Setup/License	SmartSense LED Setup Setup of SmartSense for new TranSign interior passenger information sign. 35% Item Discount (\$876.40) Code: LEDset	1	\$2,504.00	\$2,504.00 \$1,627.60[†]
Setup/License	SmartSense LED Software License Per vehicle software license fee for passenger information sign and/or destination sign management. Code: LEDsl	21	\$395.00	\$8,295.00[†]
Hardware	Passenger Information SmartSense LED Sign Amber Interior LED Sign 3.5" x 32.25" x 2.25" 8x96 pixels TranSign LLC (Code: 1210007SSNS) <u>Required SmartSense Accessories:</u> 15' Data Link Custom Cable (LD-CP) Wiring harness, mounts, hardware (SSHDW)	21	\$1,664.24	\$34,949.04

One-Time Subtotal **\$45,748.04**

Discount **(\$876.40)**

Annual Fees

Category	Item	Qty	Price	Total
Recurring	SmartSense LED Software Recurring Annually Per unit annual recurring fee for SmartSense LED management, includes Passenger Information Sign and Destination Signs.	21	\$199.00	\$4,179.00[†]

Category	Item	Qty	Price	Total
	Code: LEDsoftRA			
* Recurring fees billed annually with 0 upfront payment(s).				
	Annual Subtotal			\$4,179.00

Spare Devices

One-Time Fees

Category	Item	Qty	Price	Total
Hardware	MDT - Fixed Mount Mobile Data Terminal Rugged Android MDT, Multi Connections, Stationary Mount. Code: 1210003MDT <u>RAM Mount</u> : Replacement MDT - No Mount (RMDT)	2	\$827.00	\$1,654.00
Hardware	VLU Vehicle Logic Unit for GPS Tracking. Code: VLU	2	\$350.00	\$700.00
	One-Time Subtotal			\$2,354.00

Installation

One-Time Fees

Category	Item	Qty	Price	Total
Installation	Installation - Single Door Vehicles Hardware installation and connectivity testing. On site charges, travel, and initial costs. Passio (Code: Install) <u>Component Install</u> : MDT (Mobile Data Terminal) (MDTINST) VLU (Vehicle Logic Unit) (VLUINST) AVA Interrupt (AVAINST) LED Interior Sign - SmartSense (LEDINST) Roof Mount Antenna (RMANINST) Stop Request (STOPREQ)	21	\$1,840.00	\$38,640.00
	One-Time Subtotal			\$38,640.00

Summary

[†] Non-taxable item

Please contact us if you have any questions.

One-Time Subtotal	\$202,680.04
Discount	(\$7,255.15)
Shipping	\$3,000.00
Total One-Time	\$198,424.89 USD
Total Annually	\$27,825.00 USD

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
Setup	\$9,238.00	—
License	\$17,514.00	—
Hardware	\$84,196.04	—
Recurring	—	\$27,825.00
Setup/License	\$33,520.00	—
HDW&INST	\$19,572.00	—
Installation	\$38,640.00	—
Discount	(\$7,255.15)	—
Shipping	\$3,000.00	—
Total	\$198,424.89 USD	\$27,825.00 USD

Standard Terms and Conditions

- Installation
 - All installation quotes are estimates based on customer provided vehicle information. Limited vehicle availability or undocumented vehicle configuration information may result in increased installation costs and/or trip charges.
- Sales & Use Tax
 - Customers are responsible for all applicable sales tax. If you are sales tax exempt or use taxes are accrued, please provide that documentation at the time of order acceptance.
- Term of Agreement
 - Standard term is 36 months for optimal pricing. Customers have the option to select 60 month term to lock in pricing for an extended period. Lesser term periods are subject to higher recurring fees. After term agreement is completed customer has the option to transition to a new term agreement or month to month arrangement, any price adjustments will be communicated, in writing, at that time. Month to month customers may cancel at any time by providing a minimum of 30 days' written notification.
- Deposit
 - New customers are required to pay a deposit equal to 50% of the one time costs prior to shipment of any equipment or

account setup.



Agenda Report Form

Open Session Item

SUBJECT: FY24 Budget Adjustment

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

RECOMMENDED MOTION: A motion to approve a budget transfer in the amount of \$140,010 from General Fund department 11525 – Fire Ops to CIP Project Budget VEH009 – Emergency Services Vehicle and Equipment Replacement.

REPORT-IN-BRIEF: A budget adjustment is being requested to move funds for unpurchased equipment from General Fund operating budget to the capital budget.

DISCUSSION: Staff is requesting moving funds budgeted for equipment for the reserve engines to be transferred to the CIP budget to allow equipment to be purchased in FY25. Delivery of the reserve engines is currently expected to be in October or November 2024.

FISCAL IMPACT: \$0 net

CONCURRENCES: Dave Hays, Director of Emergency Services

ALTERNATIVES: N/A

ATTACHMENTS: Budget Adjustment Form

AUDIO/VISUAL NEEDS: N/A



Washington County, Maryland

Budget Adjustment Form

Form | **Routing**

- (?) ☐ Budget Amendment
- ☒ Budget Transfer

Fiscal Year

BOCC Approval Date (if known)

Deputy Director - Finance

Preparer, if applicable *Kelcee Mace* signed by Mace, Kelcee G.
9/17/2024, 11:22:07 AM

Department Head Authorization

Division Director / Elected Official Authorization

Budget & Finance Director Approval

County Administrator Approval

County Commissioners Approval

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Amount Description	Increase (Decrease) +/-
502000	10	91230				Appropriations - CIP	140,010
600300	10	11525				Vehicles - Fire Ops Dept	-140,010
498710	30	11430	VEH009			Capital Transfer - General	140,010
599999	30	11430	VEH009			Emergency Services Veh Ref	140,010

Explain Budget Adjustment

Requesting transfer of funds for equipment to be purchased for reserve fire engines from operating fund to CIP to allow purchase to occur in FY25 when delivery of the engines is expected.



Agenda Report Form

Open Session Item

SUBJECT: FY24 Excess of Revenues

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

RECOMMENDED MOTION: Motion to approve allocation of funding as presented or as amended by the BOCC.

REPORT-IN-BRIEF: Staff recommends putting \$10M into the pension fund and the remaining excess into the capital reserve fund for future use.

DISCUSSION: The FY24 excess of revenues over expenditures in the General Fund is approximately \$29.3M. The excess is the result of revenues exceeding final budget approximately \$34.6M and expenses exceeding final budget by only approximately \$5.3M. It is best practice that excess funds be used for one-time costs and not on-going operating costs.

FISCAL IMPACT: Approximately \$29.3M

CONCURRENCES: Michelle Gordon, County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Water and Sewer Policy Update

PRESENTATION DATE: October 8, 2024

PRESENTATION BY: Mark Bradshaw, P.E., Director, Environmental Management

RECOMMENDATION: None – Provide update and request direction on future action

REPORT-IN-BRIEF: Discuss proposed changes to be made to the Water and Sewer Policies.

DISCUSSION: During the September 17, 2024 meeting, we discussed the proposed change to the policy that all grinder pumps installed after the adoption of the revised Water and Sewer Policies would be owned by the property owner instead of the County. The question was asked do other municipalities repair privately owed grinder pumps. I called several different municipalities and below is a summary of their policy regarding privately owned grinder pumps:

Allegany County owns and maintains all grinder pumps.

Frederick County has private owned grinder pumps, and they don't perform maintenance on them.

Carroll County – all grinder pumps are private, and they don't perform maintenance on them.

City of Westminster – all grinder pumps are private, and they don't perform maintenance on them.

City of Hagerstown – all new grinder pumps are private, and they don't perform maintenance on them.

City of La Vale - all grinder pumps are private, and they don't perform maintenance on them.

City of Frostburg - all grinder pumps are private, and they don't perform maintenance on them.

FISCAL IMPACT: None

CONCURRENCES: None

ATTACHMENTS : None



Agenda Report Form

Open Session Item

SUBJECT: Presentation of 2024-2025 Farm of the Year Award

PRESENTATION DATE: Tuesday, October 8, 2024

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

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: The Farm of the Year Award is designed to recognize outstanding agricultural achievement in proficiency of production, agricultural and community organization involvement, conservation and preservation practices, and technological advances. It is hoped that this award will enhance awareness for excellence in agriculture for Washington County, as well as create an improved awareness and understanding of the problems faced by today's family farm businesses.

DISCUSSION: The 2024-2025 Farm of the year is being honored for its exemplary commitment to sustainable agriculture. The farm stands out for its innovative practices that prioritize production, conservation & preservation, and community involvement. The farm is evident in their transformation of traditional methods into modern approaches that enhance efficiency and promote animal welfare. This recognition highlights their significant contributions to both the agricultural community and environmental stewardship within Washington County, MD.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Yes, PR presence is requested to take photos of the Farm of the Year winner with BOCC and plaques.