



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

WWW.WASHCO-MD.NET

BOARD OF COUNTY COMMISSIONERS

July 14, 2020

OPEN SESSION AGENDA

The meeting of the Board of County Commissioners of Washington County will be held at 100 West Washington Street, Suite 1113, Hagerstown. Due to Governor Hogan's Executive Order and gathering restrictions, Board members will be practicing social distancing. County buildings remain closed to public access except by appointment. Therefore, there will be no public attendance in the meeting chambers. The meeting will be live streamed on the County's YouTube and Facebook sites.

- 9:00 AM** **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
CALL TO ORDER, *President Jeffrey A. Cline*
- 9:05 AM** **APPROVAL OF MINUTES: June 16, 2020**
- 9:10 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 9:20 AM** **STAFF COMMENTS**
- 9:25 AM** **ANNUAL EMERGENCY COMMUNICATIONS CENTER POLICE DISPATCHING – CITY OF HAGERSTOWN** – *Dave Hays, Director, Emergency Services; Sara Greaves, CFO; Sheriff Mullendore; Charlie Summers, Retired Assistant Director, Emergency Services; Kevin Lewis, Director of Training/Quality Assurance, Emergency Services*
- 9:35 AM** **CONTRACT AWARD (PUR1469) VESTA 911 HARDWARE REFRESH UPGRADE FOR EMERGENCY SERVICES** – *Rick Curry, Director, Purchasing; Dave Hays, Director, Emergency Services*
- 9:40 AM** **CONTRACT AWARD (PUR1474) ACQUIRE & UPGRADE ADDITIONAL DEVICE MANAGEMENT LICENSES** – *Rick Curry, Director, Purchasing; Josh O'Neal, Director, Information Systems*
- 9:45 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-20-0037) ONE (1) JOHN DEERE UTILITY TRACTOR** – *Rick Curry, Director, Purchasing; Jack Reynard, Manager, Highways*
- 9:50 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-20-0033) THREE (3) AT30-G TELESCOPE AERIAL TRUCKS** – *Brandi Naugle, Buyer, Purchasing; Zane Rowe, Deputy Director, Highways; Jack Reynard, Manager, Highways*
- 9:55 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-20-0035) ONE (1) VACUUM TANKER** – *Brandi Naugle, Buyer, Purchasing; Mark Bradshaw, Deputy Director, Water Quality*
- 10:00 AM** **APPROVAL OF ZONING MAP AMENDMENT RZ-19-007** *Travis Allen, Planner, Planning & Zoning*

- 10:05 AM** **PROPERTY ACQUISITION FOR FROG EYE ROAD BRIDGE REPLACEMENT –**
Todd Moser, Real Property Administrator
- 10:10 AM** **BUDGET ADJUSTMENT – HAGERSTOWN REGIONAL AIRPORT –** *Garrison Plessinger, Director, Hagerstown Regional Airport*
- 10:15 AM** **ADMINISTRATIVE OFFICE OF THE COURTS ADDITIONAL SECURITY FUNDING – APPROVAL TO ACCEPT GRANT AWARD –** *Kristin Grossnickle, Court Administrator, Circuit Court; Allison Hartshorn, Grant Manager, Office of Grant Management*
- 10:20 AM** **SEX OFFENDER COMPLIANCE & ENFORCEMENT MD GRANT –** *Cody Miller, Quartermaster/Grants Manager, Sheriff's Office; Allison Hartshorn, Grant Manager, Grant Management*
- 10:25 AM** **EMERGENCY MANAGEMENT PERFORMANCE GRANT COVID-19 SUPPLEMENTAL –** *Charles Brown, Emergency Manager; Allison Hartshorn, Grant Manager, Grant Management*
- 10:35 AM** **CARES ACT MEMORANDUM OF UNDERSTANDING WITH WASHINGTON COUNTY HEALTH DEPARTMENT –** *Charles Brown, Emergency Manager*
- 10:45 AM** **CARES ACT OVERVIEW DISCUSSION –** *Sara Greaves, CFO; Susan Buchanan, Director, Grant Management; Susan Small, Director, Business Management; Charles Brown, Emergency Manager*
- 10:55 AM** **CLOSED SESSION -** *To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals*
- 11:20 AM** **ADJOURNMENT**



Agenda Report Form

Open Session Item

SUBJECT: Annual Emergency Communications Center Police Dispatching Payment City of Hagerstown

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: R. David Hays - Director, Division of Emergency Services (DES); Sara Greaves – CFO, Budget & Finance; Sheriff Douglas Mullendore; Charles Summers Assistant Director (Retired), DES; Kevin Lewis, Director of Training/Quality Assurance, DES

RECOMMENDATION: Discussion only.

REPORT-IN-BRIEF: During a May 5th, 2009 at a City Council Work Session, and with a subsequent motion on May 26th, 2009, the City of Hagerstown (City) and the Washington County Board of County Commissioners (County) agreed on the consolidation of dispatching services for the Hagerstown Police Department. The consolidation would occur within the new Washington County Emergency Communications Center. Also included in the consolidation of dispatching services was the abandonment of the City's use of the 800 MHz radio system. Moving forward, the Hagerstown Police Department would be authorized to begin operating on the County's new digital P25, 450 MHz radio system. Also agreed upon at the time of consolidation was an annual payment to the County of \$406,000.00, which at that time represented 85% of 11 current City police dispatchers that would move over to County employment.

The intent of the consolidation of police dispatching services was to improve the effectiveness and efficiencies for all Citizens of Washington County. With the consolidation of the City's police dispatching services, the City of Hagerstown and its taxpayers would see a decrease of \$376,341 in FY 09/10 over providing its own police dispatching services. The cost savings would be expected to increase exponentially for each year moving forward, due to increases in staff wages and infrastructure support.

DISCUSSION: Today's discussions are intended to provide historical information that support the consolidation efforts and annual \$406,000.00 payment from the City of Hagerstown.

FISCAL IMPACT: \$406,000.00

CONCURRENCES: N/A

ALTERNATIVES: TBD

ATTACHMENTS: City of Hagerstown Mayor and Council May 5, 2009 Minutes.

2. Currently Washington County offers no medical insurance to retirees after they reach the age of 65. The City offers a limited benefit. It is recommended that City employees having 15 years of service or more be allowed to receive the City benefit which may be in place upon their reaching the age of 65, as if they had remained City employees.

The cost sharing agreement between the City and the County remained unchanged, as do other HR recommendations. To restate the cost sharing formula, the City will pay to the County an annual sum equal to 85% of the salary of the eleven City employees on their last day of City employment. The method and schedule of payment would be worked out between City and County officials. This sum will remain unchanged in future years, even though some of those employees retire or otherwise leave employment. This is deemed appropriate as the City will continue to receive the same level of service regardless of who performs those functions.

The Combined Communication Center will also provide the capability for emergency services personnel to be in contact with each other.

It was the general consensus of the Mayor and City Council to approve the recommendations.

County Alarm Ordinance

Chief Arthur Smith was present to discuss a County-wide alarm ordinance. Sheriff Mullendore had appeared before the Mayor and City Council to explain the details of the new ordinance. Although the draft at that time was later modified slightly by the County Commissioners, there appears to be nothing which would increase the costs to City residents.

By adopting the County Alarm ordinance, all alarm permits would be issued through one office, the Consolidated Communication Center.

It was the general consensus to adopt the County Alarm ordinance.

Mayor and Council Review of the 2009/10 Proposed Budget

Alfred Martin, Finance Director, reported staff has started compiling Mayor and Council budget modification sheets to reflect items that have developed since the proposed budget was drafted at the end of March, 2009. So far, staff has recommended the following revisions to the General and CIP Funds:

1. The impact of the reduction in the State Highway User Revenue distribution formula for local governments enacted by the State legislature in April 2009 as part of their balancing of the State budget. Per information received from the Maryland Municipal League and State

relating to the City's Community Development Block Grant program for
FY 2009/2010.

C. Approval of a Resolution: Revising Parking System Rates and Fees

Action: On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember M. E. Brubaker, the Mayor and City Council unanimously approved a resolution approving the revised schedule of parking system rates and fees, effective July 1, 2009.

D. Approval of Consolidated Dispatch Center

Action: On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember K. S. Cromer, the Mayor and City Council unanimously agreed by voice vote to approve of consolidation of the Hagerstown Police Department's emergency dispatch operation into a consolidated dispatch center to be operated by Washington County. The consolidation of these operations will involve the transfer of eleven Police Department dispatch personnel to the County and the City's payment to the County of an annual sum equal to 85% of the salary of the eleven City employees on their last day of City employment. The consolidated center will enhance emergency response services to the public, promote communication interoperability between City and County operations, and reduce annual operating expenditures and capital costs for the City. The projected city operating budget savings from the consolidation of the dispatch operations is \$376,341 in FY 09/10.

E. Approval of FY 09 CDBG Annual Action Plan – Recovery Funds – \$ 249,458

Action: On a motion duly made by Councilmember M. E. Brubaker and seconded by Councilmember L. C. Metzner, the Mayor and City Council unanimously agreed by voice vote to amend the FY 09 Annual Action Plan to commit the \$ 249,458 in Community Development Block Grant-Recovery funds received by the City to the following activities:

Street Overlay	\$ 74,000
Ridge Avenue Traffic Island	\$ 65,000
Curb Ramp Installation	\$ 60,000
Community Free Clinic	\$ 30,458
Administrative Expenses	\$ 20,000

F. Approval of an Easement Agreement – 11533 Wolfsville Road, Smithsburg, Maryland

Action: On a motion duly made by Councilmember L. C. Metzner and seconded by Councilmember K. S. Cromer, the Mayor and City Council unanimously agreed by voice vote to approve an Easement Agreement



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1469) – Vesta 9-1-1 Hardware Refresh Upgrade for the Division of Emergency Services

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Rick Curry, CPPO – Director, Purchasing and Dave Hayes, Director, Emergency Services (DES)

RECOMMENDED MOTION: Move to award a contract for the purchase and installation of Vesta 9-1-1 Hardware Refresh Upgrade, all related hardware and software to Carousel Industries of Newport News, VA for the Total Proposal Value of \$2,161,502.51 and annual maintenance support in the amount of \$70,760 per year and contingent upon the County Attorney's approval of the final Service Agreement between the County and the recommended vendor.

REPORT-IN-BRIEF: The hardware upgrade to the system will pinpoint callers' location faster, with greater accuracy, that could ultimately save more lives and improve decision making and response. Call Takers and First Responders will have greater location accuracy and the means to meet the challenges of mobile calls to 9-1-1. The upgrade will enhance the system that will allow video 9-1-1 and text video and share video through 9-1-1. The new text and video capabilities can be important in a crisis. The Hardware Refresh Upgrade will involve the 9-1-1 Primary Center (Elliott Parkway), Back Up Center (West Washington Street), and Maryland State Police Barrack O. The vendor will be responsible for providing a minimum of eight (8) hours of training on each of the modules. There are liquidated damages in the amount up to five hundred (\$500) per consecutive calendar day, up to a predetermined amount, for each critical deliverable that has not been provided, until satisfactory performance is accomplished.

The RFP was advertised on the State's "eMaryland Marketplace Advantage" (eMMA) web site, in the local newspaper, on the County's web site. Eighteen (18) persons/firms downloaded the RFP document from the County's website. Two (2) firms responded with submittals. Qualifications & Experience/Technical Proposals of the two (2) firms were considered responsive and as a result the Price Proposals of the two (2) firms were opened as indicated on the attached price proposal matrix.

The Coordinating Committee was comprised of the Assistant Director of Division of Emergency Services (Committee Chairman Designee), Division Director of Emergency Services, Division of Emergency Services IT & CAD Administrator, Director of Purchasing, Division Director of Information Systems.

DISCUSSION: N/A

FISCAL IMPACT: Funds are available in the amount of \$2,548,807.50 in account GRT105. The Numbers Board provided the funding for this project, no County funds are being requested.

CONCURRENCES: As unanimously recommended by the Coordinating Committee that included Directors from the Divisions of Emergency Services, Director of Information Systems, Director of Purchasing and DES - IT & CAD Administrator.

ATTACHMENTS: Price Proposal Matrix

Vesta 9-1-1 Hardware Refresh Upgrade

Price Proposal:

	Carousel Industries Newport News, VA				Motorola Solutions Chicago, IL			
A) Turn-Key VoIP E9-1-1 Phone System	\$1,868,439.65				\$1,733,708.77			
B) Employee Training	\$14,950.00				\$17,725.00			
C) 24x7 Remote System Monitoring and System Diagnostics	\$273,352.86				\$237,321.25			
D) Bid for Other (Define)	\$4,760.00*				\$700,244.98*			
E) Total Cost of VoIP E9-1-1 Phone System	\$2,161,502.51				2,689,000.00			
Maintenance Cost	Year 2	Year 3	Year 4	Year 5	Year 2	Year 3	Year 4	Year 5
	70,760.	70,760	70,760	70,760	0	0	0	0

Exceptions

	Carousel Industries Newport News, VA	Motorola Solutions Linthicum Heights, MD
	*Freight-Shipping	*ECaTS and Advanced Network Security Monitoring (per RFP requirement), and existing VESTA system support and maintenance cost (until cutover of refreshed system)



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1474) - Acquire and Upgrade Additional Device Management Licenses for the County's Existing Mobile Device Management System (MDM)

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing and Josh O'Neal, Division Director of Information Systems

RECOMMENDED MOTION: Move to authorize a Sole Source purchase of additional licensing in the amount of \$66,600 from Teltek of Westminster, MD based on its proposal dated June 26, 2020.

REPORT-IN-BRIEF: Mobile device management allows for effective control and inventory management of computers, tablets, and phones the County supplies to its staff that are deployed across multiple mobile service providers and across multiple mobile operating systems being used. During the pandemic, a need for the expanded licensing arose as teleworking demands increased. This change to our licensing allows for more control and better remote troubleshooting than previously available with the entry level MDM product.

DISCUSSION: Washington County Information Systems is requesting this purchase to manage County IT assets and provide better response times to County staff using said equipment more effectively. The purchase covers a licensing term of five (5) years, and if ordered prior to July 20, 2020 an additional year is included at no cost.

FISCAL IMPACT: Funds are from the CARES grant, specifically set aside for improvements to teleworking infrastructure.

CONCURRENCES:

ALTERNATIVES: N/A

ATTACHMENTS:

AUDIO/VISUAL NEEDS: N/A

PUR-1473

Acquire and Upgrade Additional Device Management Licenses for the County's Existing Mobile Device Management System (MDM)

		Daly Clarksburg, MD	GHA Technologies, Inc. Phoenix AR	Teltek Westminster, MD
Description	Quantity	Unit Price□	Unit Price	Unit Price□
Cisco Meraki Systems Manager Enterprise - Subscription License (5 years)	1500	\$74.30	\$69.81	\$44.40
Total		\$111,450.00	\$104,715.00	\$66,600.00



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-20-0037) - One (1) John Deere Utility Tractor for Highway Department

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing Department and Jack Reynard, Fleet Manager, Highway Department

RECOMMENDED MOTION: Move to authorize by Resolution, the Highway Department to purchase one (1) John Deere 5100M Utility Tractor for a total cost of \$66,695.39 and to utilize another jurisdiction's contract that was awarded by Baltimore County Public Schools, (contract 001B0600298) to John Deere of Cary, NC.

REPORT-IN-BRIEF: The Code of Public Laws of Washington County, Maryland (the Public Local Laws) 1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a part to the original contract. The government of Baltimore County Public Schools solicited the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the equipment in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with the direct cost savings in the purchase of this equipment because of economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the equipment by utilizing the Baltimore County Public Schools contract and eliminating our County's bid process would result in an administrative and cost savings for the Highway Department and Purchasing Department in preparing specifications.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the Capital Improvement Program (CIP) budget account 600300-30-20010 (EQP042).

CONCURRENCES: Deputy Director of Highway Department

ALTERNATIVES: N/A

ATTACHMENTS: Smith Implements Inc. Quote dated 6/22/2020

AUDIO/VISUAL NEEDS: N/A



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Smith's Implements, Inc.
1 Roadway Drive
Carlisle, PA 17013
717-249-2313
rsmith@smithsimp.com

Quote Summary

Prepared For:

Washington County Highway Dept
Jack Reynard
601 Northern Ave
Hagerstown, MD 21742
Business: 240-313-2720
Mobile: 240-675-6013

Delivering Dealer:

Smith's Implements, Inc.
Rich Caldwell
1 Roadway Drive
Carlisle, PA 17013
Phone: 717-249-2313
rcaldwell@smithsimp.com

Quote ID: 22201066
Created On: 23 June 2020
Last Modified On: 23 June 2020
Expiration Date: 23 July 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5100M Utility Tractor	\$ 68,695.39 X	1 =	\$ 68,695.39
Contract: MD State of Maryland 001B0600298 (PG YL CG 22)			
Price Effective Date: June 23, 2020			
Equipment Total			\$ 68,695.39

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 68,695.39
Trade In	
SubTotal	\$ 68,695.39
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 68,695.39
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 68,695.39

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment



Quote Id: 22201066

Customer Name: WASHINGTON COUNTY HIGHWAY DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Smith's Implements, Inc.
1 Roadway Drive
Carlisle, PA 17013
717-249-2313
rsmith@smithsimp.com

JOHN DEERE 5100M Utility Tractor

Hours:

Stock Number:

Contract: MD State of Maryland 001B0600298 (PG YL CG 22)

Selling Price *
\$ 68,695.39

Price Effective Date: June 23, 2020

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
253CLV	5100M Utility Tractor	1	\$ 65,996.00	23.00	\$ 15,179.08	\$ 50,816.92	\$ 50,816.92
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	ENGLISH	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1390	32F/16R PowrReverser Hi-Lo (40k)	1	\$ 1,782.00	23.00	\$ 409.86	\$ 1,372.14	\$ 1,372.14
2055	Standard Cab	1	\$ 12,365.00	23.00	\$ 2,843.95	\$ 9,521.05	\$ 9,521.05
2120	Air Suspension seat	1	\$ 892.00	23.00	\$ 205.16	\$ 686.84	\$ 686.84
2410	Instructional Seat with Seat-belt	1	\$ 587.00	23.00	\$ 135.01	\$ 451.99	\$ 451.99
2511	Mirror Telescopic LH & RH	1	\$ 320.00	23.00	\$ 73.60	\$ 246.40	\$ 246.40
3010	Horizontal Side Exhaust	1	\$ 496.00	23.00	\$ 114.08	\$ 381.92	\$ 381.92
3325	2 Mechanical Stackable Rear SCV	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	2 Stackable Mid SCVs with Mechanical Joystick control	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Two Speed PTO - 540/540E	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Electronic Hitch Control with Remote Control on LH Fender	1	\$ 499.00	23.00	\$ 114.77	\$ 384.23	\$ 384.23
4110	Telescoping Draft Links with Ball End - Cat.2	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH Only Adjustment Lift Link	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Mechanical Center Link with Ball Ends - Cat. 2	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH & RH Stabilizer Bar	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5133	460/85R30 (18.4R30) R1W Radial	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment



Quote Id: 22201066

Customer Name: WASHINGTON COUNTY HIGHWAY DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

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717-249-2313
rsmith@smithsimp.com

5999	No Rear Tire Brand Preference	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD Front Axle	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6203	320/85R24 (12.4R24) R1W Radial	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6799	No Front Tire Brand Preference	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8015	Front Fenders - Turnable (Axle Mounted)	1	\$ 893.00	23.00	\$ 205.39	\$ 687.61	\$ 687.61
8020	Rear Fender Extensions (Cab)	1	\$ 253.00	23.00	\$ 58.19	\$ 194.81	\$ 194.81
8280	Rear Window Wiper	1	\$ 299.00	23.00	\$ 68.77	\$ 230.23	\$ 230.23
8300	Cold Weather package - Coolant heater	1	\$ 93.00	23.00	\$ 21.39	\$ 71.61	\$ 71.61
8310	High Capacity Fuel Tank	1	\$ 215.00	23.00	\$ 49.45	\$ 165.55	\$ 165.55
8386	PTO Remote Control and LH and RH Fenders	1	\$ 65.00	23.00	\$ 14.95	\$ 50.05	\$ 50.05
8458	70 mm Hitch lift cylinder	1	\$ 359.00	23.00	\$ 82.57	\$ 276.43	\$ 276.43
Standard Options Total			\$ 19,118.00		\$ 4,397.14	\$ 14,720.86	\$ 14,720.86
Dealer Attachments/Non-Contract/Open Market							
BRE10152	Self - Leveling Cup Holder	1	\$ 66.00	23.00	\$ 15.18	\$ 50.82	\$ 50.82
BSJ10325	LED HEADLIGHTS	1	\$ 302.50	23.00	\$ 69.58	\$ 232.93	\$ 232.93
PC13353	Paper Parts Catalog - PRTS CTLG-5100MH TRACTOR (N.AMERICA)	1	\$ 180.00	100.00	\$ 180.00	\$ 0.00	\$ 0.00
TM143719	Technical Manual - 5075M,5090M,5100M,5100 MH,5115M	1	\$ 195.00	100.00	\$ 195.00	\$ 0.00	\$ 0.00
AT162291	Extension - EXTENSION, BACKREST,CLOTH	1	\$ 243.36	23.00	\$ 55.97	\$ 187.39	\$ 187.39
RE566705	Dual USB Charger	1	\$ 25.96	23.00	\$ 5.97	\$ 19.99	\$ 19.99
RE585066	Radio - RADIO, BASE 4 RADIO ORDERING NUMBER	1	\$ 776.47	23.00	\$ 178.59	\$ 597.88	\$ 597.88
SJ15783	Rim - RIM, RIM, W/ FLANGE, TW15-30	1	\$ 843.27	23.00	\$ 193.95	\$ 649.32	\$ 649.32
R283516	Wheel Center - WHEEL CENTER, WHEEL CENTER, DISK, W	1	\$ 214.03	23.00	\$ 49.23	\$ 164.80	\$ 164.80



JOHN DEERE

Selling Equipment



Quote Id: 22201066

Customer Name: WASHINGTON COUNTY HIGHWAY DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Smith's Implements, Inc.
1 Roadway Drive
Carlisle, PA 17013
717-249-2313
rsmith@smithsimp.com

RE252996	Rim And Wheel Center -	1	\$ 849.99	23.00	\$ 195.50	\$ 654.49	\$ 654.49
	RIM AND WHEEL CENTER, WHEEL, DISK &						
SHL10CA	AMBER MINI LED LIGHT	1	\$ 600.00	0.00	\$ 0.00	\$ 600.00	\$ 600.00
	BAR ROOF MOUNTED						
	Dealer Attachments Total		\$ 4,296.58		\$ 1,138.96	\$ 3,157.62	\$ 3,157.62
	Value Added Services		\$ 0.00			\$ 0.00	\$ 0.00
	Total						
Total Selling Price			\$ 89,410.58		\$ 20,715.18	\$ 68,695.40	\$ 68,695.40

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0600298

PRINT DATE: 03/04/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

DEERE & COMPANY INC
A/K/A DEERE & COMPANY
2000 JOHN DEERE RUN
CARY, NC
(919) 804-2222

27513

REFER QUESTIONS TO:

MONICA FRANKLIN
(410) 767-4497
MONICA.FRANKLIN1@MARYLAND.GOV

ITB:

EXPR DATE: 12/31/24
POST DATE: 03/04/20

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT: GROUNDS MAINTENANCE EQUIPMENT

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA):
BASED ON BALTIMORE COUNTY PUBLIC SCHOOLS (BCPS) MASTER
CONTRACT # LKO-402-20

*TERM: JANUARY 1, 2020 - DECEMBER 31, 2024; NO RENEWAL OPTIONS
*THIS BALTIMORE COUNTY PUBLIC SCHOOLS MASTER AGREEMENT MAY BE USED BY
ALL STATE AGENCIES, INSTITUTIONS OF HIGHER EDUCATION, POLITICAL
SUBDIVISIONS AND OTHER ENTITIES AUTHORIZED TO USE STATEWIDE CONTRACTS
IN THE STATE OF MARYLAND. ISSUES OF INTERPRETATION AND AND
ELIGIBILITY FOR PARTICIPATION ARE SOLELY WITHIN THE AUTHORITY OF THE
STATE CHIEF PROCUREMENT OFFICIAL.

*THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT (ICPA).

VENDOR CONTACT:
ANDREW ROMAN
919-804-2285
GOVCONTRACTSUPPORT@JOHNDEERE.COM

SCOPE OF CONTRACT: (IDIQ) GROUNDS MAINTENANCE EQUIPMENT

CONTRACT REQUIREMENTS:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

PRICE CHANGES:

CONTRACT OFFERS FIXED PRICING WITH THE AVG RANGE OF 10%-25%
PRICE CHANGES MUST BE APPROVED IN WRITING BY BCPS. VENDOR MUST
SUBMIT A WRITTEN BCPS APPROVED PRICE INCREASE TO THE
OFFICE OF STATE PROCUREMENT (OSP). BCPS SOLICITATION AUTHORIZES PRICE
INCREASE, ONLY WITHIN 30 DAYS OF CONTRACT ANNIVERSARY DATE.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION
SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE
TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES
BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN
WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE
HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS,
EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE
SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID FOR
PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR
TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL
THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION
SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIAL SHALL BE
PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED
MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT
MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY
EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF
ANY. PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF
MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY
PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE
INTERNAL REVENUE CODE
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

(1) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR

(6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AND ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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TERMS (cont'd):

REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

(1) USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

ORDERS:

ANY ORDER PLACED BY A PARTICIPATING ENTITY OR PURCHASING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE FROM THIS MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE IN WRITING THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

THE BLANKET PURCHASE ORDER IS LOCATED AT PROCUREMENT.MD.GOV OR THE OFFICE OF STATE PROCUREMENT (OSP) OR THE DEPARTMENT OF GENERAL SERVICES (DGS) WEBSITE.

INVOICES:

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TERMS (cont'd):

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

TERMINATION FOR CONVENIENCE:

THE PERFORMANCE OF WORK UNDER THIS CONTRACT MAY BE TERMINATED BY THE STATE IN ACCORDANCE WITH THIS CLAUSE IN WHOLE, OR FROM TIME TO TIME IN IN PART, WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. 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 SHALL NOT BE REIMBURSED FOR ANY ANTICIPATORY PROFITS THAT HAVE NOT BEEN EARNED UP TO THE DATE OF TERMINATION. TERMINATION THEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

TERMINATION FOR DEFAULT:

IF THE CONTRACTOR FAILS TO FULFILL ITS OBLIGATION UNDER THIS CONTRACT PROPERLY AND ON TIME, OR OTHERWISE VIOLATES ANY PROVISION OF THE CONTRACT, THE STATE MAY TERMINATE THE CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR. THE NOTICE SHALL SPECIFY THE ACTS OR OMISSIONS RELIED UPON AS CAUSE FOR TERMINATION. ALL FINISHED OR UNFINISHED WORK PROVIDED BY THE CONTRACTOR SHALL, AT THE STATE'S OPTION, BECOME THE STATE'S PROPERTY. THE STATE SHALL PAY THE CONTRACTOR FAIR AND EQUITABLE COMPENSATION FOR SATISFACTORY PERFORMANCE PRIOR TO RECEIPT OF NOTICE OF TERMINATION, LESS THE AMOUNT OF DAMAGES CAUSED BY CONTRACTOR'S BREACH. IF THE DAMAGES ARE MORE THAN THE COMPENSATION PAYABLE TO THE CONTRACTOR, THE CONTRACTOR WILL REMAIN LIABLE AFTER TERMINATION AND THE STATE CAN AFFIRMATIVELY COLLECT DAMAGES. TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.11B.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

BPO AS CONTRACT

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000.

AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A SOLICITATION MEANS AN INVITATION TO BID, A REQUEST FOR PROPOSALS, OR ANY OTHER DOCUMENT REQUESTING BIDS OR PROPOSALS FOR PROCUREMENT BY THE DEPARTMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENTS, THE CONTROLLING PROVISIONS SHALL BE, IN THE FOLLOWING ORDER, THOSE OF:

THE BPO; THEN

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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TERMS (cont'd):

THE SOLICITATION; AND THEN
THE BID.

0001 88046-000001 EA

EQUIPMENT, GROUNDS MAINTENANCE

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-20-0033) Three (3) New Altec AT30-G Telescopic Aerial Trucks.

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Brandi Naugle, CPPB, Buyer - Purchasing Department. Zane Rowe, Deputy Director Public Works Highways and Jack Reynard, Manager – Fleet Administration, Division of Public Works.

RECOMMENDED MOTION: Move to authorize by Resolution, for the Highway Department to purchase three (3) New AT30-G Telescopic Aerial Trucks with Altec Industries of Birmingham, AL; and to utilize another jurisdiction's contract, Sourcewell contract number 120418-ALT.

<u>Equipment</u>	<u>Vendor</u>	<u>Bid Amount</u>
Three (3) AT30-G Telescopic Aerial Truck (Hwy.)	Altec Birmingham, AL	*Annual Lease Payment for 6 Years \$57,086.00 /Year

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

The County will benefit with direct cost savings in the purchase of this vehicle because of the economies of scale this contract has leveraged. Acquisition of this vehicle by utilizing the Sourcewell contract and eliminating our County's bid process would result in administrative efficiencies and cost savings for the Washington County Highway and Purchasing Department. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Sourcewell's contract provides through this agreement.


DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the Highway Department's operating budget 535055-20-20060.

CONCURRENCES: Deputy Director, Highway Department.

ALTERNATIVES: N/A

ATTACHMENTS: Altec's Quote, dated June 10, 2020.

		Quote Number:	588119-4
		Customer Sourcewell Member Number:	
Altec Industries, Inc.		Sourcewell Contract #:	012418-ALT
		Date:	6/10/2020
Quoted for: Washington County Highways			
Customer Contact:			
Phone: / Email:			
Quoted by: Maegan Hellmueller - TSR Manager		Austin Landavere - Account	
Phone: / Email: 270-505-1595/Maegan.Hellmueller@altec.com		304-704-3424/Austin.Landavere@altec.com	
REFERENCE ALTEC MODEL			
AT30G	QTY: 3	Telescopic Aerial Device (Insulated) (\$93,479 * 3)	\$280,437
(A.)	SOURCEWELL OPTIONS ON CONTRACT (Unit)		
1			
2			
3			
4			
(A1.)	SOURCEWELL OPTIONS ON CONTRACT (General)		
1			
2			
3			
4			
5			
6			
7			
8			
		SOURCEWELL OPTIONS TOTAL for 3 Trucks (\$93,479*3):	\$280,437
(B.)	OPEN MARKET ITEMS <i>(Customer Requested)</i>		
1	UNIT	Custom Fiberglass Walk-In Platform W/ Door	\$0
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom Flatbed Body ILO Stock Body (-\$323*3)	-\$969
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Custom F550 84" CA Gas Chassis ILO Stock 60" CA Diesel Chassis (-\$4,312*3)	-\$12,936

8	OTHER		
		OPEN MARKET OPTIONS TOTAL: (-\$4,635*3)	-\$13,905
		SUB-TOTAL FOR UNIT/BODY/CHASSIS: (\$88,844*3)	\$266,532
		Delivery to Customer:	
		TOTAL FOR UNIT/BODY/CHASSIS: (\$88,844*3)	\$266,532
(C.)	ADDITIONAL ITEMS (items are not included in total above)		
1		6-YR Extended Warranty (Labor, Material/Parts, and Travel) (\$5,898*3)	\$17,694
2		6-YR Annual Preventative Maintenance Inspection - Including Travel (\$5,880*3)	\$17,640
		TOTAL INCLUDING WARRANTIES FOR 3 Trucks (\$100,622*3):	\$301,866
Pricing valid through July 31,2020			
<u>NOTES</u>			
<u>PAINT COLOR:</u> White to match chassis, unless otherwise specified			
<u>WARRANTY:</u> Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.			
<u>TO ORDER:</u> To order, please contact the Altec Account Manager listed above.			
<u>CHASSIS:</u> Per Altec Commercial Standard			
<u>DELIVERY:</u> No later than <u>360-390</u> days ARO, FOB Customer Location			
<u>TERMS:</u> Net 30 days			
<u>BEST VALUE:</u> Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.			
<u>TRADE-IN:</u> Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.			
<u>BUILD LOCATION:</u> Elizabethtown, KY			



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG -20-0035) One (1) Vacuum Tanker.

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Brandi Naugle, CPPB, Buyer - Purchasing Department and Mark Bradshaw, PE, Deputy Director, Department of Water Quality

RECOMMENDED MOTION: Move to authorize by Resolution, the Washington County Department of Water Quality to purchase One (1) VAC3600 Vacuum Truck, 4000 Gallon aluminum tanker, 76" painted with all standard equipment from Vac-Con of Green Cove Springs, FL; at a cost of \$234,292.00 and to utilize another jurisdiction's contract, Sourcewell contract number 122017-AMI.

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

The County will benefit with direct cost savings in the purchase of this vehicle because of the economies of scale this contract has leveraged. Acquisition of this vehicle by utilizing the Sourcewell contract and eliminating our County's bid process would result in administrative efficiencies and cost savings for the Washington County Department of Water Quality and Purchasing Department. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Sourcewell's contract provides through this agreement.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the Department of Water Quality's Capital Improvement Plan (CIP) account (VEH010).

CONCURRENCES: Division Director of Environmental Management

ALTERNATIVES: N/A

ATTACHMENTS: Vac-Con's Quote, dated June 8, 2020.



6/8/20

VACUUM TANKER

NJPA CONTRACT: 122017-AMI/VAC

Customer: WASHINGTON COUNTY

Shipping: MARYLAND

Requirement Specification	
4000 Gallon aluminum tanker, 76" painted with all standard equipment VAC3600	
Current Model Mack chassis Granite 64FR 455 HP MP8 diesel chassis, 80,000 GVWR, air conditioning, 4500 RDS auto transmission (special order chassis)	
Body mounting on Chassis	
Vacuum Pump, Masport, HXL400WV, Liquid Cooled 300CFM @ 18"	
Hot Shift PTO w/ Installation	
Pump Std w/90° gbx, Drive Shaft & Cplrs, 1 1/4"	
20" Top Manway	
Ladder to Manway w/ Safety Grip Tread	
12" Low Profile Primary Shut-Off, 3" Internal	
10 Gal, Horizontal Secondary, 3", w/ Final Filter	
3" Dia. Hose Assy, Horiz. Traps	
Muffler, 3", DemPad, Frame Mount	
20" Rear Clean-Out MW, 4" Vlv & Cmlks	
3" Intake Standpipe, Lever Valve & Camlocks	
Hose Hooks, Per Pair	

Requirement Specification	
2 Mud Flaps , Per Pair	
2" x 6" Tubular Rear Bumper	
L.E.D. Running Light Kit with Fully Molded Wire Harness	
2.5 LED Work Lights, Round, Chrome (Per Pair)	
2 LED Safety Beacon, Quad Flash Strobe, Clear w/ Yellow Flash	
Dual Rotator Lightbar, Yellow	
4 5" Sight Eye	
Polished Aluminum Hose Trays, Long	
Mounting, Hook-Up & Wiring (Tandem, Tri & Quad Axle)	
Mount Kit w/ Rubber Sills (Tandem & Tri Axle)	
Super Liner, (Sides 20", Inside Hose Hooks)	
Super Liner, (Hose Trays, Over Rail)	
Paint, Custom Color (Code Provided By Customer)	
Painted Aluminum, In Lieu Of Polished	
3" Heated Jacket, Includes Truck Fittings, Installed	
4" Heated Jacket, Includes Truck Fittings, Installed	
Wash Down System, 20gpm, Less Hose & Nozzle	
100 Gal. Alum. Water Tank w/ Mounts	
Hose Reel, Spring Return, 50', 1/2", Nozzle	
Toolbox, Alum Diamond Plate, 1 Door/Left Hinge, 24x24x24	
Toolbox, Alum Diamond Plate, 2 Door, RH, 24x24x36	
2 Tool Box Installation, Each	

Requirement Specification	
2 3" Kanaflex Hose, 20' w/ Male & Female Fittings Band Clamps	
Local dealer pre delivery inspection	
Training at customer facility	
Consignee Delivery and training to customer facility	
TOTAL UNIT COST PER CONTRACT	\$241,781.00
Additional Discount offered by local dealer	(\$7,489.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$234,292.00

Delivery is _____ Days after receipt of order.

NJPA CONTRACT NO 122017-AMI/VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC

969 HALL PARK DRIVE

GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS 410-924-1004 MAIL MJDUBOIS@DUCOLLC.COM



Agenda Report Form

Open Session Item

SUBJECT: Approval of Zoning Map Amendment RZ-19-007

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Travis Allen, Comprehensive Planner, Department of Planning and Zoning; Kirk C. Downey, County Attorney

RECOMMENDED MOTION: The purpose of this agenda item is to seek approval of the request to rezone the applicant's property.

REPORT-IN-BRIEF: The applicant has requested the extension of an existing Rural Business floating zone over an adjacent .88-acre property through a rezoning map amendment.

DISCUSSION: The Planning Commission recommended in favor of the proposed map amendment on March 2, 2020. The public hearing for the proposed rezoning request was held on June 16, 2020. One (1) public comment has been received, of which was in favor of the proposal. A consensus of approval was reached by the Board of County Commissioners on June 30, 2020. This matter is on the agenda for decision by the Board of County Commissioners in the form of proposed Findings of Fact and Conclusions of Law as prepared by the County Attorney's Office for review, approval, and adoption by the Commissioners.

FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission

ALTERNATIVES: N/A

ATTACHMENTS: Ordinance with attached Decision and Findings of Fact

ORDINANCE NO. ORD-2020-

**AN ORDINANCE TO AMEND THE ZONING MAP
FOR WASHINGTON COUNTY, MARYLAND
(RZ-19-007)**

Pursuant to the provisions of Section 18.5 of the Zoning Ordinance for Washington County, Maryland (*Zoning Ordinance*), WALZC, LLC, the Applicant, has petitioned the Board of County Commissioners for Washington County, Maryland (*Board*), seeking to designate .88 acre (Parcel A extension of RB overlay) of its parcel located on the north side of U.S. 40, ¼ mile east of Spickler Road, as Agricultural, Rural with Rural Business (RB) overlay.

The matter has been designated as Case No. RZ-19-007.

This application was reviewed by the Planning Commission, and the Planning Commission recommended that the application be approved.

The Board has considered all information presented at the public hearing conducted on June 16, 2020, and the recommendation of the Planning Commission. The Board has made factual findings and conclusions of law that are set forth in the attached Decision. The findings of fact and conclusions of law are incorporated herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of County Commissioners of Washington County, Maryland, that the property which is the subject of Case No. RZ-19-007 be, and hereby is, designated as Agricultural, Rural with Rural Business (RB) overlay.

IT IS FURTHER ENACTED AND ORDAINED that the official Zoning Map for Washington County be, and hereby is, amended accordingly. The Director of Planning and Zoning shall cause the Zoning Map to be amended pursuant to this Ordinance.

Adopted and effective this ____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to form and
legal sufficiency:

B. Andrew Bright
Assistant County Attorney

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

BEFORE THE
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DECISION
Rezoning Case RZ-19-007

Property Owner:	David and Elizabeth Miller
Applicants:	WALZC, LLC (Contract purchaser)
Requested Zoning Change:	Agricultural, Rural to Agricultural, Rural with Rural Business (RB) overlay
Property:	North side of U.S. 40, ¼ mile east of Spickler Road

Pursuant to Md. Code Ann., Land Use § 4-204 and Washington County Zoning Ordinance § 27.3, the Board of County Commissioners of Washington County, acting upon the Applicants' Request, makes findings of fact with respect to the following matters: population change, availability of public facilities, present and future transportation patterns, and compatibility with existing and proposed development for the area. We also consider the recommendation of the Planning Commission which were made in this case, and the relationship of the proposed reclassification to the Comprehensive Plan. After considering the recommendation of the Planning Commission and hearing evidence presented by the Applicant at a Public Hearing on June 16, 2020, with no evidence or witnesses presented in opposition, the Board will grant the requested zoning map amendment and makes the following Decision, which largely adopts the findings of the Planning Commission.

Preliminary Consultation:

The Rural Business Zoning District (RB) is established to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities, and to establish locations for businesses and facilities not otherwise permitted in the rural areas of the County. It is established as a "floating zone" which may be located on any parcel in an Agricultural, Environmental Conservation, Preservation or Rural Village Zoning District. A floating zone is a zoning district that delineates conditions which must be met before that zoning district can be approved for an existing piece of land.

Section 5E.4 of the Rural Business Zoning District describes the criteria that must be met for the establishment of a new Rural Business Zoning District. These criteria include:

1. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan;
2. The proposed RB District has safe and usable road access on a road that meets the standards under the "Policy of Determining Adequacy of Existing Roads". In addition, a traffic study may be required where the proposed business, activity, or facility generates twenty-five (25) or more peak hour trips or where forty percent (40%) of the estimated vehicle trips are anticipated to be commercial truck traffic;
3. Onsite issues relating to sewage disposal, water supply, stormwater management, floodplains, etc. can be adequately addressed; and
4. The location of an RB District would not be incompatible with existing land uses, cultural or historic resources, or agricultural preservation efforts in the vicinity of the proposed district.

Section 5E.6c further expands upon the above noted criteria in describing the basis for which the Planning Commission should base its recommendation to the Board of County Commissioners after the Public Information Meeting, including:

1. The proposed district will accomplish the purpose of the RB District;
2. The proposed site development meets criteria identified in Section 5E.4 of this Article;
3. The roads providing access to the site are appropriate for serving the business-related traffic generated by the proposed RB land use;
4. Adequate sight distance along roads can be provided at proposed points of access;
5. The proposed landscaped areas can provide adequate buffering of the proposed RB land use from existing land uses in the vicinity; and
6. The proposed land use is not of a scale, intensity, or character that would be incompatible with adjacent land uses or structures.

To be established, RB districts must also meet bulk requirements outlined in Article 5E.5. A preliminary site plan which addresses the elements noted above and other criteria in 5E.6.a(3) in greater detail is also a required part of the

application process. Finally, approval of the application to create an RB District shall only be for the use identified on the application and preliminary site plan. An approved RB District covers only the portion of the parcel or lot identified in the application. Changes to the use, intensity, or area covered by an approved RB District shall be reviewed by the Planning Commission. A new public hearing may be required to approve the changed use.

Background and Findings Analysis:

Location and Description of Subject Properties

The subject parcel is located on the north side of National Pike (U.S. 40) between Spickler Road and Rocky Fountain Lane west of the Rural Village of Wilson. The property subject to this rezoning encompasses .88 acre of land (Parcel A) on Parcel 71 (.88 acre) and is under contract purchase from current property owners David and Elizabeth Miller ("Miller Property"). An existing Rural Business Overlay District currently extends over adjoining parcel 73, which consists of Lot 1 (.72 acre) and Lot 2 (.57 acre). Lots 1 & 2 serve as the location for Mt. Tabor Builders. These properties are improved by an office building, garages, and paved driveway and parking area.

Staff Analysis

The staff analysis of the proposed rezoning utilized the criteria outlined in the previous section of this decision to determine the suitability of applying a newly created RB floating zone in the designated location.

1. The proposed district will accomplish the purpose of the RB District;

As this allocation represents simply extending the exiting RB District on Lot 1 that was approved in 2015, it stands to reason that the accessory use which would be covered by the enlarged RB District would also accomplish the stated purpose of a floating zone. The proposed storage facility would otherwise not be a permitted land use in the underlying Agricultural Rural Zoning District.

2. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan;

The proposed site of this rezoning is located in the Rural Area of Washington County outside of any growth areas designated by the Comprehensive Plan.

3. Road and Traffic Considerations

- a. Traffic Generation

As an accessory use to the principal structure located on adjacent Lot 1, the extension of the current RB District onto the adjacent Miller property is estimated by the Applicant in their Exhibit B to generate less than ten trips per day resulting from the creating of the storage building. Additionally, as an office storage facility, the proposed use is unlikely to generate commercial truck traffic to the site. This trip generation estimate falls below the requirements of the RB District which necessitate a traffic study when the proposed business, activity, or facility generates twenty-five (25) or more peak hour trips or where forty percent (40%) of the estimated vehicle trips are anticipated to be commercial truck traffic.

Traffic counts on county and state roads in the vicinity of the rezoning site provide limited information traffic flow or congestion that might be impacted by an expanded business at this location. Single day traffic counts were collected for one, twenty-four-hour period in both 2008 and 2016 on Spickler Road near its intersection with U.S. 40. Slightly more than seven hundred (700) vehicles were recorded at this location in both years. State Highway Administration (SHA) does not maintain a permanent traffic counter in the immediate vicinity of the site. The closest is located one (1) mile away on St. Paul Road where annual average daily traffic (AADT) has grown at a rate of less than one percent (1%) per year since 2000 from approximately two thousand three hundred (2,300) AADT to roughly two thousand six hundred (2,600) AADT in 2018.

- b. Road and Site Circulation Improvements

The existing driveway in its current state on Lot 1 is anticipated by the

Applicant to continue serving as the point of ingress and egress for access to Mt. Tabor Builders. The business is located on U.S. 40, which is classified as a minor arterial in the Transportation Element of the County's 2002 Comprehensive Plan. Minor arterials serve a mean ADT of two thousand (2,000) to five thousand (5,000) vehicles in rural areas such as this. The storage building on the Miller property will be surrounded by a gravel parking lot.

A review of the County's ten-year Capital Improvement Plan (CIP) and the State Highway Administration's Consolidated Transportation Plan did not note any road improvements in the vicinity of this proposed rezoning that affect road capacity or traffic flow. The Highway Plan in the 2002 Comprehensive Plan and HEPMPO's LRTP also did not indicate any immediate road improvements in the vicinity.

4. Site Planning Considerations

a. Water

The proposed rezoning site is designated as W-7 in the 2009 Water and Sewer Plan with no planned connections to public water. Therefore, the wells depicted on Washington County Plan 8126 on Lots 1 & 2 would continue to serve the proposed rezoning site. As a building anticipated to be used for storage purposes, water use from the new building on the Miller property would likely be minimal. Well locations are approved by the Washington County Health Department. The Health Department is also responsible for monitoring wells for water quality issues.

b. Sewer

The proposed rezoning site is designated as S-7 in the 2009 Water and Sewer Plan with no planned connection to public sewer. Therefore, the site would continue to utilize the on-site septic system found on Washington County Plat 8126 for sewage disposal. Expansion of the existing septic reserve area is not presently anticipated, according to the Applicant.

The Washington County Health Department is responsible for approving

the location and method of sewage disposal on individual properties in the County. Upon reviewing the application, the Health Department has offered the following comment on the proposed rezoning: "The septic reserve area has been compromised. Any expansion of the business or change in [land] use [would] require this to be addressed."

c. Stormwater Management

A bio-retention pond is proposed in the northwest corner of the Miller Property on the preliminary site plan to capture stormwater from the storage facility. A gravel parking lot will surround the building.

d. Floodplain

The proposed rezoning site does not contain floodplain.

e. Bulk Regulations

The proposed use is anticipated to comply with all bulk regulations outlined in the RB Zoning District, including lot size, setbacks, height limitations, lot overage, parking, signage, lighting, material storage, and screening. Further detail about each of these individual items are found in the Applicant's Justification Statement.

5. Compatibility with Adjacent Land Uses

a. Land Use in the Vicinity

Zoning in the vicinity of this proposed rezoning is heavily agricultural and the surrounding lands constitute some of the better farmland in the County. Land use along National Pike in the immediate area is comprised mostly of small residential lots fronting the highway. Scattered commercial uses can be found in the vicinity, particularly in the Rural Village of Wilson where there is a General Store and Sweetsie's Eats and Treats. The Hagerstown Speedway is across Conococheague Creek, along with Zach Greenlee's restaurant. Myers Building Systems is found directly across U.S. 40 from the site.

The Rural Business Overlay Zone has been applied to a number of properties in the vicinity. As mentioned, Mt. Tabor Builders, which presently occupies parcel 73, already has RB designation. This is also the case for Miller's Farmstead, a wedding and events reception facility located at Spickler Road and U.S. 40; Myers Building Systems, Sweetsies, and the Wilson General Store. All properties mentioned are within one (1) mile of the proposed rezoning site.

b. Historic Resources

There are eight (8) existing historic sites in the vicinity of this proposed rezoning that should be considered in evaluating. Three (3) of the eight (8) are located within approximately ¼ mile west of the site near the intersection of U.S. 40 and Spickler Road. Three (3) others are located approximately ½ mile south of the site across U.S. 40 near I-70 west. These six (6) sites are documented on the Maryland Historic Sites Inventory by the Maryland Historical Trust but were not recommended for listing as National Historic Register Properties. They are described in the inventory as follows:

- WA-V-065: "Rocky Fountain Farm"

Early 19th century vernacular farm complex including large stone dwelling built in two (2) sections, a log house sheathed with German siding, a stone spring house, and large stone end bank barn.

- WA-V-098: "Bloyer House"

Mid-19th century small farmstead including large, two (2) story brick home that may have served as an inn or tavern along the historic National Pike, small frame bank barn, and wagon shed.

- WA-V-099: "Carriage Factory"

Late 19th century vernacular farm complex including German sided frame house, large frame barn, and numerous outbuildings. Reported to have been a production place for horse drawn carriages.

- WA-V-112: "Mid-19th Century House"

Mid-19th century vernacular two (2) story brick house.

- WA-V-114: “Brick Farmhouse”

Mid-19th century farm complex including two (2) story brick home, log smoke house, frame out kitchen, and other outbuildings. Evidence of old road predating U.S. 40 that served several area farms.

- WA-V-192: “Brick House”

Late 19th century two (2) story brick home.

Two (2) other historic sites are located approximately $\frac{3}{4}$ mile east in the Rural Village of Wilson. These two (2) sites are National Historic Register Properties described as:

- WA-V-007: “Wilson School”

Mid-19th century schoolhouse built by local merchant Rufus Wilson that was incorporated into County’s public education system in 1890s. Remained in use until 1950 and was the last operating one (1) room schoolhouse in the County.

- WA-V-074: “Rufus Wilson Complex”

Mid-late 19th century rural commercial complex which comprised the small rural settlement of Conococheague on National Pike. The buildings include a general store with attached feed room, post office, two and a half (2 $\frac{1}{2}$) story limestone dwelling, carriage house, bank barn, and small corn crib. The rural commercial complex served the local community and travelers on the National Road in the latter half of the 19th century.

c. Agricultural Land Preservation

The proposed rezoning site does fall within the County's Priority Preservation Area (PPA). Properties within a PPA are considered as potential targets for state or local agricultural land preservation programs to ensure the continued viability of this industry in Washington County.

Immediately adjacent to the Miller property is the Myers Charolais Ag District (AD-96-004). The Ag District program encourages landowners to voluntarily enter into an Ag District in which it is agreed that the land will not be developed for a period of five (5) years. In return for the restrictions, the landowner receives protections from nuisance complaints, becomes eligible to sell development rights easements through the Maryland Agricultural Land Preservation Program, and receives a tax credit on all County property taxes associated with agricultural land and buildings, as well as up to Seven Hundred Eleven Dollars (\$711) toward property taxes on dwellings.

While numerous Ag Districts are located in the vicinity of the proposed rezoning site, particularly to the north, AD-96-004 is the only one which lies immediately adjacent to the site. The removal of less than one (1) acre from the agricultural land comprising the Miller property wouldn't necessarily remove the remaining acres on that property from consideration for agricultural land preservation in the future. Therefore, the proposed rezoning wouldn't be incompatible with this broader land use objective for the rural area.

6. Additional Considerations

a. Emergency Services

The Clear Spring Volunteer Fire Company is the nearest emergency services provider to this site, located approximately three and a half (3.5) miles west on U.S. 40 in the Town of Clear Spring.

b. Comprehensive Plan

The 2002 Comprehensive Plan designated this site as falling within the Agricultural Policy Area in its Land Use Plan. This Policy Area is primarily associated with the Great Hagerstown Valley and includes the best soils for

agricultural production. Rural businesses in this Policy Area are limited, but a permitted land use through the RB floating zone application process.

c. Hours of Operation, Employees

The anticipated hours of operation for the proposed use are Monday through Thursday, eight (8) am to four (4) pm with three (3) onsite employees.

Recommendation

The Washington County Planning Commission took action at its regular meeting held on Monday, March 2, 2020, to recommend approval of Map Amendment RZ-19-007 to the Board of County Commissioners. The Commission considered the application, the supporting documentation submitted with the application, and the applicant's presentation during the public rezoning information meeting. The Commission also considered the Staff Report and Analysis, comments of interested parties received by the Planning Commission, and the specific items for consideration of Section 5E.6c in the Zoning Ordinance.

Based upon this information, the Planning Commission found that the application can meet criteria set forth in Section 5E4.b of the County's Zoning Ordinance to establish the RB district in this location; and, therefore, recommended approval of this application. The Board of County Commissioners has considered all of the foregoing, as well as information that was presented during the public hearing of this matter.

Conclusion

Based on the information provided by the applicant in the initial application, further analysis by Staff, and evidence presented at the public hearing, the Board of County Commissioners believes that there has been adequate evidence submitted to meet the various criteria that would support the application of Agricultural Rural with Rural Business (RB) to the subject area.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to form and legal sufficiency:

B. Andrew Bright
Assistant County Attorney



Agenda Report Form

Open Session Item

SUBJECT: Property Acquisition for Frog Eye Road Bridge Replacement

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the option agreements for partial property acquisition including fee simple and/or easements for 19807 Frog Eye Road, 1638 Rohrsersville Road, and 19621 Frog Eye Road, and to approve an ordinance approving said purchase and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: Option agreements have been executed for the above-stated properties. Both the fee simple and easement acquisitions are shown in the table below.

Property Address	Fee Simple Acquisition	Easement Acquisition	Acquisition Cost
19807 Frog Eye Road	17,418 Square Feet	14,511 Square Feet temporary construction easement	\$9,000.00
1638 Rohrsersville Road	5,941 Square Feet	825 Square Feet temporary construction easement	\$3,350.00
19621 Frog Eye Road	10,088 Square Feet	N/A	\$2,100.00

DISCUSSION: Frog Eye Road bridge is the sole access for property owners on Frog Eye Road and in need of replacement. The new bridge will be constructed upstream of the existing bridge to allow for ingress/egress across the existing bridge while construction is ongoing.

FISCAL IMPACT: \$14,450; Budgeted Capital Improvement Plan Project

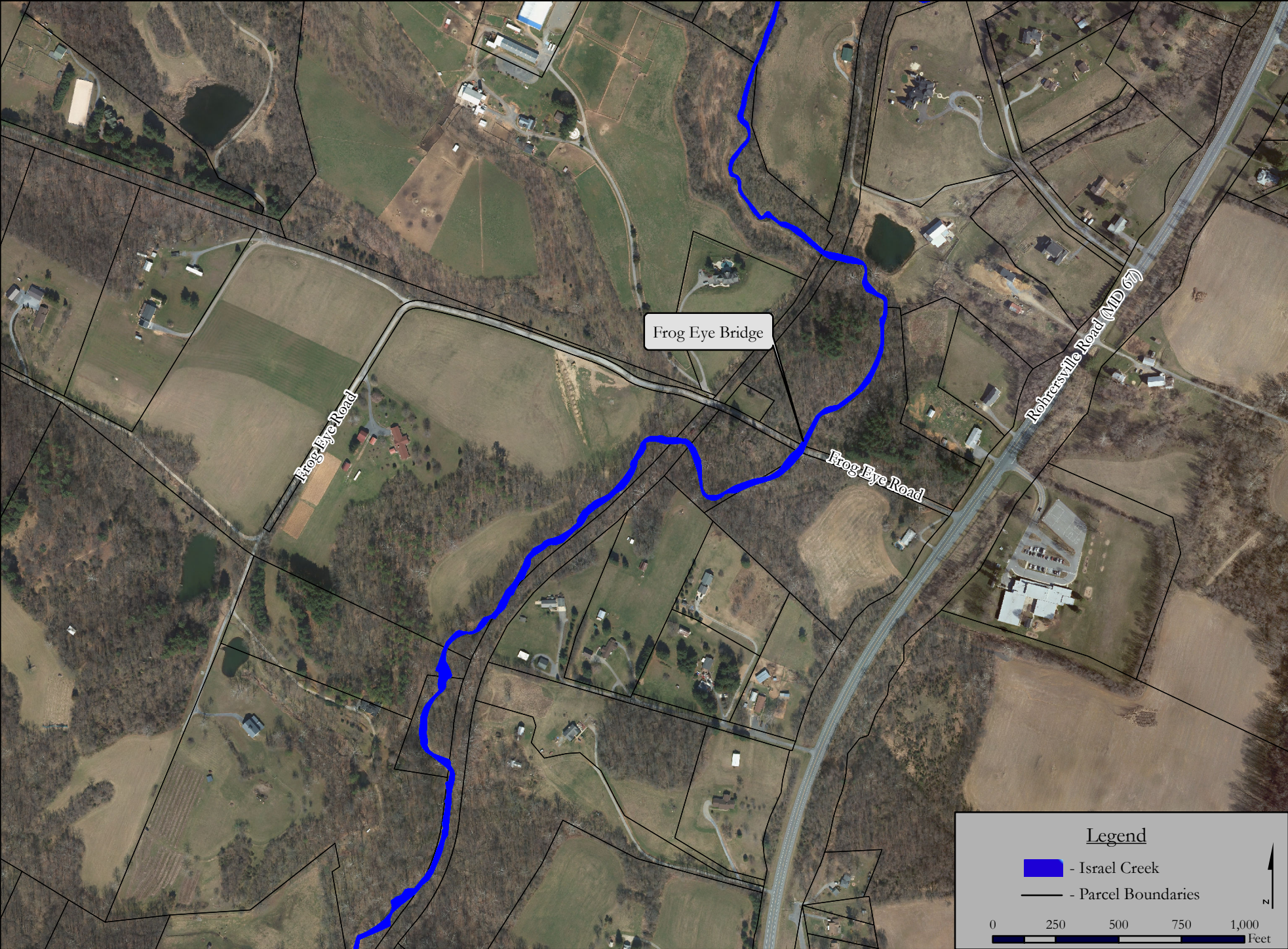
CONCURRENCES: Director of Engineering

ALTERNATIVES: N/A

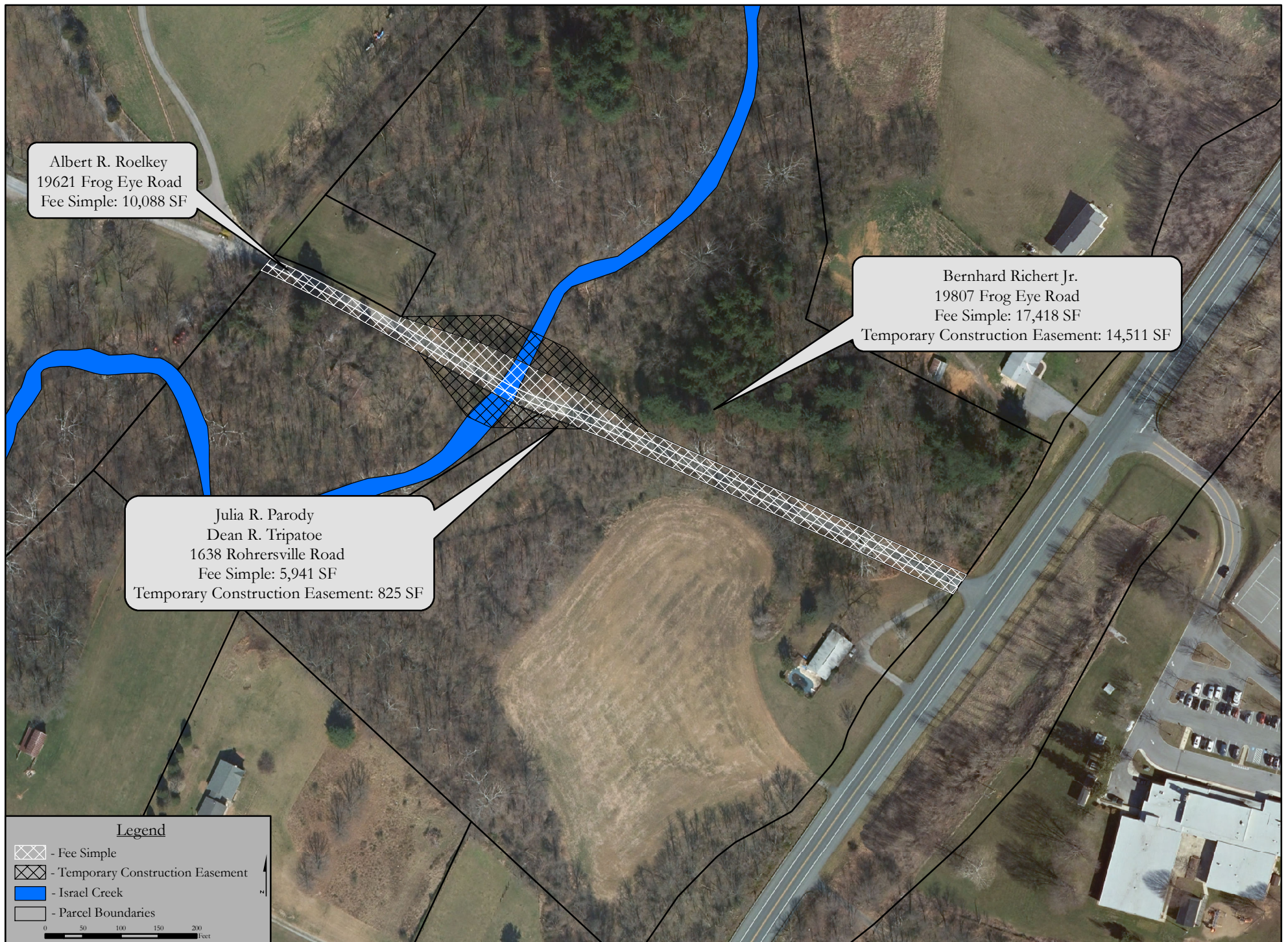
ATTACHMENTS: Aerial Maps, Ordinance

AUDIO/VISUAL NEEDS: Aerial Maps

Frog Eye Bridge Replacement



Frog Eye Bridge Replacement Property Acquisition



ORDINANCE NO. ORD-2020-

AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY

*(Frog Eye Road Bridge Rehabilitation Project:
Property acquisition – situate along both sides of Frog Eye Road,
Washington County, Maryland)*

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to acquire certain real property identified on the attached Exhibit A (the "Property") to be used for public purposes.
2. The County approved the acquisition of the Property on July 14, 2020.
3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase of the Property are not to be expended from the General Fund of the County.
4. The acquisition of the Property is necessary for the Frog Eye Road Bridge Rehabilitation Project in Washington County, Maryland.
5. The County has agreed to pay the sum of approximately Two Thousand One Hundred Dollars and No Cents (\$2,100.00) to the Property Owners.

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

ADOPTED this ____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to legal sufficiency:

B. Andrew Bright
Assistant County Attorney

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

EXHIBIT A--DESCRIPTION OF PROPERTY

PROPERTY ACQUISITION:

Situate along both sides of Frog Eye Road, Knoxville, Maryland

All that strip of land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the lines designated "Existing Private Right-of-Way Lines hereby Vacated" as shown and/or indicated on the hereinafter mentioned plat, all of which plat is made a part hereof, so far as the Grantor's property and/or rights may be affected by the proposed culvert and supporting structural improvements and the appurtenances thereto belonging, or anywise appertaining, situate along both sides of Frog Eye Road, in Election District No. 11 of Washington County, Maryland, more particularly described as follows:

Beginning for the outline hereof at a point in the existing Western marginal line of Right-of-Way for Maryland Route 67, AKA Rohrsersville Road, said point being 5 feet left of and perpendicular to Baseline of Right-of-Way Station 10+49.95 as graphically depicted on a plat prepared by the Division of Engineering for Washington County, Maryland, titled "FROG EYE ROAD Bridge Replacement Project #14-225", dated June 15, 2020, and intended to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Right-of-Way Plat Book as Right-of-Way Plat Nos. 100-10-608 and 100-10-609; thence running with a portion of the aforementioned Right-of-Way for Rohrsersville Road, and on a bearing to agree with a recent survey performed by the Division of Engineering for Washington County, Maryland:

1. North 35 Degrees 26 Minutes 19 Seconds East 10.20 feet to a point; thence leaving said Right-of-Way for Rohrsersville Road and running back therefrom and with the following 6 existing lines of private Right-of-Way hereby vacated
2. North 65 Degrees 51 Minutes 16 Seconds West 470.85 feet to a point; by a tangent curve to the left having a radius of 1178.71 feet, an arc length of 106.88 feet, and subtended by a chord with a bearing and distance of
3. North 68 Degrees 27 Minutes 07 Seconds West 106.84 feet to a point;
4. North 71 Degrees 02 Minutes 58 Seconds West 21.61 feet to a point; by a tangent curve to the right having a radius of 395.52 feet, an arc length of 69.07 feet, and subtended by a chord with a bearing and distance of
5. North 66 Degrees 02 Minutes 48 Seconds West 68.98 feet to a point;
6. North 61 Degrees 02 Minutes 39 Seconds West 184.98 feet to a point; by a tangent curve to the left having a radius of 2106.46 feet, an arc length of 154.91 feet, and subtended by a chord with a bearing and distance of

7. North 63 Degrees 09 Minutes 03 Seconds West 154.88 feet to a point in the existing line of division between the Grantor's land and a parcel of land formerly occupied by the Baltimore and Ohio Railroad Company and conveyed to the State of Maryland by CSX Transportation, Inc., by virtue of a quit claim deed dated September 6, 1991, and recorded among the Land Records of Washington County, Maryland, in Liber 1015, folio 796; thence binding on said parcel of land and with a portion thereof
8. South 40 Degrees 38 Minutes 39 Seconds West 10.40 feet to a point; thence leaving said parcel of land and running back therefrom and with the following 6 existing lines of private Right-of-Way hereby vacated, by a curve to the right having a radius of 2096.46 feet, an arc length of 157.03 feet, and subtended by a chord with a bearing and distance of
9. South 63 Degrees 11 Minutes 23 Seconds East 156.99 feet to a point;
10. South 61 Degrees 02 Minutes 39 Seconds East 184.98 feet to a point; by a tangent curve to the left having a radius of 405.52 feet, an arc length of 70.81 feet, and subtended by a chord with a bearing and distance of
11. South 66 Degrees 02 Minutes 48 Seconds East 70.72 feet to a point;
12. South 71 Degrees 02 Minutes 58 Seconds East 21.61 feet to a point; by a tangent curve to the right having a radius of 1168.71 feet, an arc length of 105.97 feet, and subtended by a chord with a bearing and distance of
13. South 68 Degrees 27 Minutes 07 Seconds East 105.93 feet to a point;
14. South 65 Degrees 51 Minutes 16 Seconds East 468.86 feet to the point of beginning, containing an area of 10,088 square feet or 0.2316 acre of land, more or less.

Being a portion of the tracts that were conveyed by John E. Roelkey et al. to Albert R. Roelkey and Patricia Roelkey, his wife, by deed dated March 8, 1966 and recorded among the Land Records of Washington County, Maryland in Liber 437, folio 208, and by deed dated March 18, 1966 from William W. Wenner and Lila C. Wenner, to Albert R. Roelkey and Patricia Roelkey, his wife, recorded among the said Land Records in Liber 437, folio 569.

Subject to all easements, Rights-of-Way, covenants, conditions, and restrictions of record applicable thereto.

ORDINANCE NO. ORD-2020-

AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY

*(Frog Eye Road Bridge Rehabilitation Project:
Property acquisition – situate along both sides of Frog Eye Road,
Washington County, Maryland)*

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to acquire certain real property identified on the attached Exhibit A (the "Property") to be used for public purposes.
2. The County approved the acquisition of the Property on July 14, 2020.
3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase of the Property are not to be expended from the General Fund of the County.
4. The acquisition of the Property is necessary for the Frog Eye Road Bridge Rehabilitation Project in Washington County, Maryland.
5. The County has agreed to pay the sum of approximately Nine Thousand Dollars and No Cents (\$9,000.00) to the Property Owner.

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

ADOPTED this ____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to legal sufficiency:

B. Andrew Bright
Assistant County Attorney

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

EXHIBIT A--DESCRIPTION OF PROPERTY

PROPERTY ACQUISITION:

Situate along the both sides of Frog Eye Road, Knoxville, Maryland

All those two parcels of land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the lines designated "Existing Private Right-of-Way Lines hereby Vacated" and the outermost lines designated "Right-of-Way Line" and "Right-of-Way & Existing Right-of-Way Line" as shown and/or indicated on the hereinafter mentioned plat, all of which plat is made a part hereof, so far as the Grantor's property and/or rights may be affected by the proposed culvert and supporting structural improvements and the appurtenances thereto belonging, or anywise appertaining, situate along the both sides of Frog Eye Road, in Election District No. 11 of Washington County, Maryland, and more particularly described as follows:

Parcel No. 1: (North side of Frog Eye Road)

Beginning for the outline hereof at a 5/8-inch rebar and cap set in the 3rd or North 30 Degrees 00 Minutes East 94.05 foot line of the Grantor's deed, recorded among the Land Records of Washington County, Maryland, in Liber 787, folio 741, said point being 15 feet right of and perpendicular to Baseline of Right-of-Way Station 18+68.82 as graphically depicted on a plat prepared by the Division of Engineering for Washington County, Maryland, titled "FROG EYE ROAD Bridge Replacement Project #14-225", dated June 15, 2020, and intending to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Right-of-Way Plat Book as Right-of-Way Plat Nos. 100-10-608 and 100-10-609; thence running with a portion of the aforementioned third line of the Grantor's deed, reversed and on a bearing to agree with a recent survey performed by the Division of Engineering for Washington County, Maryland:

1. South 28 Degree 57 Minutes 21 Seconds West 10.00 feet to a point in the North marginal line of a private Right-of-Way for Frog Eye Road, intending to be vacated as shown on the aforementioned plat; thence running with a portion thereof for the following 5 courses
2. South 61 Degrees 02 Minutes 39 Seconds East 152.05 feet to a point; by a tangent curve to the left having a radius of 395.52 feet, an arc length of 69.07 feet, and subtended by a chord with a bearing and distance of
3. South 66 Degrees 02 Minutes 48 Seconds East 68.98 feet to a point;
4. South 71 Degrees 02 Minutes 58 Seconds East 21.61 feet to a point; by a tangent curve to the right having a radius of 1178.71 feet, an arc length of 106.88 feet, and subtended by a chord with a bearing and distance of
5. South 68 Degrees 27 Minutes 07 Seconds East 106.84 feet to a point;

6. South 65 Degrees 51 Minutes 16 Seconds East 470.85 feet to a point in the existing western marginal line of Right-of-Way for Maryland Route 67, AKA Rohrsersville Road; thence binding on said Right-of-Way and with a portion thereof
7. North 35 Degrees 26 Minutes 19 Seconds East 10.20 feet to a 5/8-inch rebar and cap set near the end of the last or South 37 degrees 17 Minutes West 163.79 foot line of the Grantor's deed; thence leaving the aforesaid Right-of-Way for Rohrsersville Road and running back therefrom with the existing 30-foot prescriptive Right-of-Way for Frog Eye Road and across the Grantor's land by 5 lines of Right-of-Way now established
8. North 65 Degrees 51 Minutes 16 Seconds West 461.45 feet to a 5/8-inch rebar and cap set; leaving the said existing 30-foot prescriptive Right-of-Way for Frog Eye Road and continuing across the Grantor's land
9. North 59 Degrees 45 Minutes 45 Seconds West 144.94 feet to a 5/8-inch rebar and cap set;
10. North 64 Degrees 29 Minutes 55 Seconds West 99.83 feet to a 5/8-inch rebar and cap set;
11. North 71 Degrees 49 Minutes 16 Seconds West 116.00 feet to the point of beginning, containing an area of 13,262 feet or 0.3045 acre of land, more or less

Being a portion of the tract of land referred to as "PARCEL NO. 1" as conveyed unto the Grantor herein by Bernhard E. Richert, Jr. and Marilyn Kaye Richert by a deed dated June 25, 1985, and recorded among the Land Records of Washington County, Maryland in Liber 787, folio 741.

Together with the right to use the area designated as Temporary Easement to be Used Only during the Period of Construction, encompassing 9,643 square feet or 0.2214 acre of land, more or less, the outline of which is graphically depicted on the said Right-of-Way Plat Nos. 100-10-608 and 100-10-609. The purpose of the Temporary Easement shall be to provide working space for grading and access upon the Grantor's property during the performance of the impending Washington County Department of Public Works Contract No. _____. The Temporary Easement shall revert to the Grantor by operation of law upon the completion and acceptance of the Project by the County.

Parcel No. 2: (South side of Frog Eye Road)

Beginning for the outline hereof at a 5/8-inch rebar and cap set in the South marginal line of the existing 30-foot prescriptive Right-of-Way for "Frog Eye Road", said point being near the end of the penultimate or North 57 Degrees 54 Minutes East 234.25 foot line of the Grantor's deed, recorded among the Land Records of Washington County, Maryland, in Liber 787, folio

741, said point being 15 feet left of and perpendicular to Baseline of Right-of-Way Station 16+49.88 as graphically depicted on a plat prepared by the Division of Engineering for Washington County, Maryland, titled "FROG EYE ROAD Bridge Replacement Project #14-225", dated June 15, 2020, and intending to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Right-of-Way Plat Book as Right-of-Way Plat Nos. 100-10-608 and 100-10-609; thence running with a portion of the aforementioned penultimate line of the Grantor's deed, reversed and on a bearing to agree with a recent survey performed by the Division of Engineering for Washington County, Maryland:

1. North 57 Degrees 57 Minutes 54 Seconds East 12.85 feet, passing through a 5/8 inch rebar found at 3.43 feet along the line, to a point in the South marginal line of a private Right-of-Way for Frog Eye Road, intending to be vacated as shown on the aforementioned plat; thence with a portion thereof for the following 4 courses
2. North 71 Degrees 02 Minutes 58 Seconds West 4.94 feet to a point; by a tangent curve to the right having a radius of 405.38 feet, an arc length of 70.81 feet, and subtended by a chord with a bearing and distance of
3. North 66 Degrees 02 Minutes 48 Seconds West 70.72 feet to a point;
4. North 61 Degrees 02 Minutes 39 Seconds West 184.98 feet to a point; by a tangent curve to the left having a radius of 2096.46 feet, an arc length of 157.03 feet, and subtended by a chord with a bearing and distance of
5. North 63 Degrees 11 Minutes 23 Seconds West 156.99 feet to a point in the existing line of division between the Grantor's land and a parcel of land formerly occupied by the Baltimore and Ohio Railroad Company and conveyed to the State of Maryland by CSX Transportation, Inc., by virtue of a quit claim deed dated September 6, 1991, and recorded among the Land Records of Washington County, Maryland, in Liber 1015, folio 796; thence binding on said parcel of land and with a portion thereof
6. South 40 degrees 38 Minutes 39 Seconds West 10.40 feet to a 5/8 inch rebar and cap set in the aforementioned line of division; thence leaving said parcel, following the existing 30-foot prescriptive Right-of-Way for Frog Eye Road, and crossing the Grantor's land by 3 lines of Right-of-Way now established, by a curve to the right having a radius of 2086.46 feet, an arc length of 159.14 feet, and subtended by a chord with a bearing and distance of
7. South 63 Degrees 13 Minutes 45 Seconds East 159.10 feet to a point;
8. South 61 Degrees 02 Minutes 39 Seconds East 184.98 feet to a point; by a tangent curve to the left having a radius of 415.52 feet, an arc length of 69.41 feet, and subtended by a chord with a bearing and distance of

9. South 65 Degrees 49 Minutes 45 Seconds East 69.32 feet to the point of beginning, containing an area of 4,156 square feet or 0.0954 acre of land, more or less

Being a portion of the tract of land referred to as "PARCEL NO. 2" as conveyed unto the Grantor herein by Bernhard E. Richert, Jr. and Marilyn Kaye Richert by a deed dated June 25, 1985, and recorded among the Land Records of Washington County, Maryland, in Liber 787, folio 741.

Together with the right to use the area designated as Temporary Easement to be Used Only during the Period of Construction, encompassing 4,868 square feet or 0.1117 acre of land, more or less, the outline of which is graphically depicted on the said Right-of-Way Plat Nos. 100-10-608 and 100-10-609. The purpose of the Temporary Easement shall be to provide working space for grading and access upon the Grantor's property during the performance of the impending Washington County Department of Public Works Contract No. _____. The Temporary Easement shall revert to the Grantor by operation of law upon the completion and acceptance of the Project by the County.

ORDINANCE NO. ORD-2020-

AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY

*(Frog Eye Road Bridge Rehabilitation Project:
Property acquisition – situate along the South side of Frog Eye Road,
Washington County, Maryland)*

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to acquire certain real property identified on the attached Exhibit A (the "Property") to be used for public purposes.
2. The County approved the acquisition of the Property on July 14, 2020.
3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase of the Property are not to be expended from the General Fund of the County.
4. The acquisition of the Property is necessary for the Frog Eye Road Bridge Rehabilitation Project in Washington County, Maryland.
5. The County has agreed to pay the sum of approximately Three Thousand Three Hundred Fifty Dollars and No Cents (\$3,350.00) to the Property Owners.

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

ADOPTED this ____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to legal sufficiency:

B. Andrew Bright
Assistant County Attorney

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

EXHIBIT A--DESCRIPTION OF PROPERTY

PROPERTY ACQUISITION:

Situate along the South side of Frog Eye Road, Knoxville, Maryland

All that strip of land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the lines designated "Existing Private Right-of-Way Lines hereby Vacated" and the outermost lines designated "Right-of-Way Line & Existing Right-of-Way Line" as shown and/or indicated on the hereinafter mentioned plat, all of which plat is made a part hereof, so far as the Grantors' property and/or rights may be affected by the proposed culvert and supporting structural improvements and the appurtenances thereto belonging, or anywise appertaining, situate along the South side of Frog Eye Road, in Election District No. 11 of Washington County, Maryland, and more particularly described as follows:

Beginning for the outline hereof at a 5/8-inch rebar and cap set in the existing 30 foot Right-of-Way for Frog Eye Road, said point being in the 4th or South 59 Degrees West 10 perches line of a deed dated February 6, 1877, and recorded among the Land Records of Washington County, Maryland in Liber 75, folio 297, as referenced in the Grantors' deed as "TRACT NO. 1", recorded among the Land Records in Liber 5837, folio 65, said point being 15 feet left of and perpendicular to Baseline of Right-of-Way Station 16+49.88 as graphically depicted on a plat prepared by the Division of Engineering for Washington County, Maryland, titled "FROG EYE ROAD Bridge Replacement Project #14-255", dated June 15, 2020, and intending to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Right-of-Way Plat Book as Right-of-Way Plat Nos. 100-10-608 and 100-10-609; thence running with a portion of the aforementioned line, reversed and on a bearing to agree with a recent survey performed by the Division of Engineering for Washington County, Maryland:

1. North 57 Degrees 57 Minutes 54 Seconds East 12.85 feet, passing through a 5/8-inch rebar found at 3.43 feet along the line, to a point in the South marginal line of a private Right-of-Way for Frog Eye Road, intending to be vacated as shown on the aforementioned plat; thence with a portion thereof for the following 3 courses
2. South 71 Degrees 02 Minutes 58 Seconds East 16.67 feet to a point; by a tangent curve to the right having a radius of 1168.71 feet, an arc length of 105.97 feet, and subtended by a chord with a bearing and distance of
3. South 68 Degrees 27 Minutes 07 Seconds East 105.93 feet to a point;
4. South 65 Degrees 51 Minutes 16 Seconds East 468.86 feet to a point in the western marginal line of Right-of-Way for Maryland Route 67, AKA Rohrsersville Road; thence leaving the aforesaid private Right-of-Way and back therefrom and binding on said Right-of-Way for Rohrsersville Road and running with a portion thereof
5. South 35 Degrees 26 Minutes 19 Seconds West 10.20 feet to a point in the South marginal line of the 30-foot prescriptive Right-of-Way for Frog Eye Road; thence

leaving the aforesaid Right-of-Way for Rohrersville Road and running back therefrom, with the existing 30 foot prescriptive Right-of-Way for Frog Eye Road and across the Grantors' land by 4 lines of Right-of-Way now established

6. North 65 Degrees 51 Minutes 16 Seconds West 466.86 feet to a point; by a tangent curve to the left having a radius of 1158.71 feet, an arc length of 105.06 feet, and subtended by a chord with a bearing and distance of
7. North 68 Degrees 27 Minutes 07 Seconds West 105.03 feet to a point;
8. North 71 Degrees 02 Minutes 58 Seconds West 21.61 feet to a point; by a tangent curve to the right having a radius of 415.52 feet, an arc length of 3.16 feet, and subtended by a chord with a bearing and distance of
9. North 70 Degrees 49 Minutes 55 Seconds West 3.16 feet to the point of beginning, containing an area of 5,941 square feet or 0.1364 acres of land, more or less

Being a portion of a tract of land referred to as "TRACT NO. 1" as conveyed unto the Grantors herein by Julia Rebecca Parody FKA Julia Rebecca Tritapoe and Dean Richard Tritapoe by a deed dated September 12, 2018, and recorded among the Land Records of Washington County, Maryland, in Liber 5837, folio 65.

Together with the right to use the area designated as Temporary Easement to be Used Only during the Period of Construction, encompassing 825 square feet or 0.0189 acre of land, more or less, the outline of which is graphically depicted on the said Right-of-Way Plat No. 100-10-608. The purpose of the Temporary Easement shall be to provide working space for grading and access upon the Grantor's property during the performance of the impending Washington County Department of Public Works Contract No. _____. The Temporary Easement shall revert to the Grantors by operation of law upon the completion and acceptance of the Project by the County.



Agenda Report Form

Open Session Item

SUBJECT: Budget Adjustment Belt Loader

PRESENTATION DATE: Jul 14, 2020

PRESENTATION BY: Garrison Plessinger, Airport Director

RECOMMENDATION: To approve the budget adjustment to fund belt loader

REPORT-IN-BRIEF: Budget adjustment will switch funds from FY2020 operations budget into the CIP capital equipment.

DISCUSSION: The airport belt loader was approved in the FY2020 operations budget. Unfortunately, COVID-19 pushed back delivery date to July 8th into our FY2021 budget. This budget adjustment moves the funds from FY2020 Operations budget into the CIP capital equipment budget order to pay the invoice upon delivery. Purchase price of the belt loader is \$29,100.

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
600400	45	45020				Machinery & Equipment - Airfield Operations	-29,100
502000	45	45020				Appropriations	29,100
498745	35	45010				Capital Transfer - Airport	29,100
599999	35	45010				Capital Equipment - Airport	29,100

FISCAL IMPACT: NA

CONCURRENCES: NA

ALTERNATIVES: NA

ATTACHMENTS: Budget Adjustment Form

AUDIO/VISUAL NEEDS: NA



Washington County, Maryland Budget Adjustment Form

Print Form

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

Transaction/Post -Finance	
Deputy Director - Finance	Kelcee Mace <small>Digitally signed by Kelcee Mace Date: 2020.07.01 14:11:55 -04'00'</small>
Preparer, if applicable	

Department Head Authorization	
Division Director / Elected Official Authorization	Garrison Plessinger <small>Digitally signed by Garrison Plessinger Date: 2020.07.01 14:19:16 -04'00'</small>
Budget & Finance Director Approval	
County Administrator Approval	
County Commissioners Approval	

Required approval with date	
If applicable with date	
Required approval with date	
Required approval with date	
Required > \$ 25,000 with date	

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
600400	45	45020				Machinery & Equipment - Airfield Operations	-29,100
502000	45	45020				Appropriations	29,100
498745	35	45010				Capital Transfer - Airport	29,100
599999	35	45010				Capital Equipment - Airport	29,100

Explain Budget Adjustment	A Belt Loader that was ordered in FY20 will not be received by 6/30/2020. Request funds to be moved to CIP for when the equipment is received in FY21.
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Required Action by County Commissioners	<input type="radio"/> No Approval Required	<input checked="" type="radio"/> Approval Required	Approval Date if Known	
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Agenda Report Form

Open Session Item

SUBJECT: Administrative Office of the Courts Additional Security Funding – Approval to Accept Grant Award

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Kristin Grossnickle, Court Administrator, Circuit Court for Washington County, Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the acceptance of grant funds in the amount of \$53,440 for Circuit Court security funding.

REPORT-IN-BRIEF: Circuit Court submitted an application on June 1, 2020 to the Administrative Office of Courts requesting additional security funding for the installation of bullet resistant back glazing on the existing windows near the Courthouse entrance and installation of bullet resistant barrier and two bullet resistant glass doors in the Licensing department of the Clerk's office of the Courthouse.

DISCUSSION: The Office of Grant Management has reviewed the grant funding guidelines. There are no unusual conditions or requirements attached to the acceptance of the grant.

FISCAL IMPACT: Provides \$53,440 for Circuit Court expenses.

CONCURRENCES: Susan Buchanan Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of funding

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Sex Offender Compliance and Enforcement Maryland Grant – Approval to Accept Awarded Funding

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Cody Miller, Quartermaster/Grants Manager, Washington County Sheriff Office and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of the grant application for the FY21 Sex Offender Compliance and Enforcement Maryland Grant to the Governor's Office of Crime Control and Prevention in the amount of \$34,166 and accept funding as awarded.

REPORT-IN-BRIEF: The Washington County Sheriff's Office plans to utilize the funding provided to fund the salaries of two part-time civilian employees, who assist the Sex Offender Registrar with the register/re-register of sex offenders, while also conducting compliance checks of employment as well as home addresses.

DISCUSSION: The Office of Grant Management has reviewed the grant funding guidelines. Matching funds or in-kind support is not required for this program. This grant is annually recurring and there are no unusual conditions or requirements attached to the acceptance of the grant.

FISCAL IMPACT: If awarded the grant reduces costs associated with the Sex Offender Registration Program by \$34,166. If funding was lost the Sheriff's Office would work on a budget proposal for the Board of County Commissioners to either hire one additional full-time employee or to try to maintain the two part-time positions. Deputies may possibly be used to verify address checks while the Registrar continued with the registrations and re-registrations; while also working with the Criminal Investigative Division for violations.

CONCURRENCES: Susan Buchanan, Director, 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: Emergency Management Performance Grant COVID-19 Supplemental– Approval to Accept Awarded Funding

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Charles Brown, Emergency Manager, Division of Emergency Services and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to accept funding awarded by the Maryland Emergency Management Agency in the amount of \$29,361.92.

REPORT-IN-BRIEF: The purpose of the Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) is to provide federal funds to states to assist with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency, in accordance with the Coronavirus Aid, Relief, and Economic Security.

DISCUSSION: The Division of Emergency Services will use 2020 EMPG-S funds a contractual planner to work within the EOC to perform planning activities directly related to COVID-19. This planner will review, update, and write plans specific to mitigation, response, and recovery efforts required by the COVID-19 event. The planner will work from the EOC and actively participate in planning and command meetings in an effort to provide them with a full understanding of key points that will need to be addressed in various required plans. This contractual planner will allow key Command and General staff personnel to focus on their specific responsibilities thereby allowing for a better coordination of mitigation, response, and recovery efforts. This contractual planner has already been approved for hire and is currently working within the EOC. The performance period for this federal grant is October 1, 2019 through August 1, 2021. There is a 100% match requirement associated with this grant which is covered by the Emergency Services operating budget.

Wages & Benefits Match	\$29,361.92
Operational Expenses	<u>\$29,361.92</u>
Total	\$58,723.84

FISCAL IMPACT: Provides \$29,361.92 for Emergency Services related expenses which may otherwise be added to the Emergency Services budget. Matching funds will be in the form of budgeted salaries which is subject to approval in the County's operating budget for FY21.

CONCURRENCES: Susan Buchanan Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of funds.

ATTACHMENTS: N/A



Agenda Report Form

Open Session Item

SUBJECT: CARES Act Memorandum of Understanding with Washington County Health Department

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Charles Brown, Emergency Manager

RECOMMENDED MOTION: Move for the Board of County Commissioners to review/approve the Memorandum of Understanding between Washington County Government and the Washington County Health Department relative to CARES Act funding.

REPORT-IN-BRIEF: The purpose of the MOU between Washington County Government and the Washington County Health Department is to ensure a cooperative understanding related to the disbursement of CARES Act funding from the HealthCare portion allotted to Washington County. Approval of the MOU is necessary for audit purposes and will allow for requests for reimbursement to be made to the Washington County Health Department for purchases made by Washington County Government relative to healthcare expenditures which qualify under grant guidelines.

DISCUSSION: An MOU with the Washington County Health Department is required before re-imbursement for expenditures by Washington County Government can occur.

FISCAL IMPACT: This MOU will allow for reimbursement of expenses incurred by Washington County Government, specifically due to expenses incurred from the DES and EOC, in the amount of approximately \$1M.

CONCURRENCES: Chief Financial Officer, Interim County Administrator

ALTERNATIVES: Deny approval of MOU and attempt to gain approval for 75% of the original cost through the FEMA PA process.

ATTACHMENTS: MOU

AUDIO/VISUAL NEEDS: N/A

**Maryland Department of Health
Standard Interagency Agreement (IA)
CARES ACT 2020 – COVID 19 Response – F903C**

Section I: Parties, Terms and Cost

A. Parties

This Interagency Agreement, dated _____, and entitled

CARES ACT 2020 – COVID 19 Response Reimbursement (F903C)

is hereby entered into by and between

_____ The Washington County Health Department _____,
a Unit of the Maryland Department of Health (MDH), hereinafter known as "the
WCHD" and

_____ Board of County Commissioners of Washington County, Maryland _____,
a governmental entity of the State of Maryland, including public universities, the
Federal Government, another State government, a municipal or local
government, or a core service agency, local behavioral health authority, or local
addictions authority, hereinafter known as "the Board".

B. Term and Cost

1. The services which are the subject of this IA are to commence on or about
_____ March 19, 2020 _____, and terminate _____ December 30, 2020 _____.
2. The total cost to the WCHD for the provision of the described services
shall not exceed \$ **** unspecified **** _____ for this period of time.

**** The Washington County Health Department will be reimbursing the Board, or related agencies thereof, for purchases directly affecting the public health response to the COVID-19 pandemic throughout Washington County. The total amount of reimbursement is unknown and subject to change in order to allow flexibility to effectively address the public health response to the current pandemic. The Washington County Health Officer is empowered to approve purchases and/or projects as necessary to address the county response.**

C. Term and Cost of Renewal Option(s)

1. This IA may be further renewed for the following period(s):

None

_____. (If none, write "none".)

2. The total cost to the WCHD for the provision of the described service shall not exceed \$ _____ N/A _____ for the option period(s).

D. *Maximum Total Cost of Base Term and Renewal Option(s)* (Sum of I B 2 and I C 2 amounts): **** unspecified **** _____.

Section II: Statement of Work

The Washington County Health Department has received monies under the federal CARES Act (2020) for Public Health Response activities of Washington County, MD in regards to the COVID-19 Pandemic. The purpose of this Interagency Agreement is to provide a means for the Washington County Health Department to reimburse the Board, or any agency thereof, to submit qualified invoices for reimbursement from the Washington County Health Department.

Section III: Budget and Billing

A. Detailed Budget

To qualify for reimbursement, a purchase must be approved by the Washington County Health Officer as necessary for the public health response within Washington County in regards to the COVID-19 pandemic.

All such purchases must be approved by the Washington County Health Officer prior to invoicing the Washington County Health Department for reimbursement

B. Availability of Funding

1. The amount stated in Sec. I D above for this IA is based on State General or Special Funding levels and any applicable Federal Funds (see Section IV F) available as of the approval date of the IA. If applicable State, Special or Federal funding is reduced, this IA may be reduced in scope so that available funding is not exceeded, or terminated under either Section III B 2 or IV L. 2.

2. If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance for any fiscal period of this IA succeeding the first fiscal period, this IA shall be canceled automatically as of the

beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the WCHD's rights or the Board's rights under any termination clause in this IA. The effect of termination of the IA hereunder will be to discharge both the Board and the WCHD from future performance of the IA, but not from their rights and obligations existing at the time of termination. The Board shall be reimbursed for the reasonable value of any non-recurring cost incurred but not amortized in the price of the IA. The WCHD shall notify the Board as soon as it has knowledge that funds may not be available for the continuation of this IA for each succeeding fiscal period beyond the first.

C. Content of Invoices

As a condition of payment, the Board shall submit to the WCHD Agreement Monitor itemized invoices which state at least the following information:

1. The Board's, or the agency's thereof, name and remittance address;
2. Amount of invoice, including itemized amounts for costs for which payment is requested;
3. Reasonable backup documentation to support the invoice to include copies of invoices for supplies and/or services being sought for reimbursement.
4. Dates or period covered by the invoice for costs incurred or services rendered;
5. Title of project or description of services rendered*; and
6. Federal Tax Identification Number.

* Each time the Board submits an invoice to the WCHD Agreement Monitor it must be supported by adequate supporting documentation unless the invoice itself contains sufficient detail to permit the WCHD Agreement Monitor to conclude that the invoiced amount is appropriate and payment in that amount has been earned under the terms of the IA.

D. Invoices: Payment Frequency and Required Supporting Documentation

1. Payment shall be made at the payment frequency as set forth below:
 - a. Single lump-sum payment upon the WCHD Agreement Monitor's
☐ acceptance of completion of performance as defined in the Scope of Work.

- ☒ b.If payment will be made other than as a single lump-sum payment, the payments will be made at the following frequency:

- ☐ Monthly
- ☐ Quarterly
- ☒ Other, described as follows:

As necessary for reimbursement to the Board

2. All payments will be made by the WCHD upon acceptance by the WCHD Agreement Monitor of a proper Board invoice and adequate supporting documentation, in electronic or hard copy fashion. Supporting documentation shall be adequate, as determined by the WCHD Agreement Monitor, to enable verification of amounts billed by the Board. Supporting documentation consists of the following:

a. Documentation of Expenditures Incurred During the Billing Period

1. *Actual salary and fringe benefits costs:* A payroll expenditure report that provides a detailed breakout of actual total salary and fringe benefit costs paid or incurred during the billing period, itemized by individual name and, if feasible, individual's title. Such a payroll expenditure report shall be either certified or attested to by an appropriate Board representative as an accurate and true representation of salary and benefits, as related to each individual, paid during the billing period and charged on invoices submitted to the WCHD.

2. If applicable, in addition to the foregoing, the Board shall provide documentation as set forth in either (A) or (B) below:

A. For Salary/Benefits billed based on actual effort performed during billing period: Documentation of actual hours worked or actual percentage of total effort spent, during the billing period and related to this IA. Such documentation shall be either certified or attested to by a Board representative as an accurate and true representation of each individual's actual hours worked or actual percentage of total effort expended, as related to this IA, incurred during the billing period and charged on invoices submitted to the WCHD.

B. For Salary/Benefits billed as Fixed Percentage of actuals: Certified effort reports shall be provided that attest to the level of effort expended on services provided as a part of this IA, for each individual

billed under this IA. Such reports shall be provided semi-annually or more frequently if applicable, for each individual billed.

3. *Consultant/Subcontractor Costs*: Paid consultant/subcontractor invoices for which reimbursement is being requested.

4. *Other Direct Costs*: Itemized detail of travel expenses incurred by individuals or other direct costs (e.g., supplies) billed by the Board and related to this IA. The itemized detail of such expenditures may be provided in a report from the Board's general ledger or accounts payable system. If provided in such a manner, such documentation shall be either certified or attested to by an appropriate Board representative as a report from the Board's general ledger or accounts payable system that represents actual expenditures paid, as related to this IA, incurred during the billing period and charged on invoices submitted to the WCHD. If such a report is not submitted to fulfill this requirement, the Board must submit individuals' expense vouchers, copies of related invoices paid or other receipts for any individual costs exceeding \$500.

5. *Additional Requested Documentation*: If the WCHD has concerns regarding an amount billed on an invoice, the WCHD Agreement Monitor may request additional support documentation from the Board such as invoices, travel expense vouchers, or other receipts.

b. Documentation of Deliverables and Services Provided During the Billing Period

1.) All deliverables due during the period billed shall be presented to the WCHD Agreement Monitor upon submission of the invoice, if not previously provided. This includes deliverables due from the Board or its subcontractors for services provided under the IA, as any acceptance criteria may be identified in the Scope of Work.

2.) If for certain tasks, or in general, there are no deliverables due, the WCHD Agreement Monitor may request additional documentation to confirm delivery of services provided during the billing period.

3. The WCHD may withhold payment of an invoice until the WCHD receives and approves all supporting documentation, including any additional documentation requested.

E. *Billing Addresses*

Invoices are to be sent to the WCHD Agreement Monitor identified in Sec. V.

If identified below, a copy (which shall be marked 'copy') shall also be sent to:

Dan Triplett, Administrator
(Individual Name and Title)

1302 Pennsylvania Avenue
(Street and Room Address)

Hagerstown, MD 21742
(City, State and Zip Code)

daniel.triplett@maryland.gov
(e-mail)

Section IV: Mandatory Provisions

A. Nondiscrimination in Employment

The Board agrees:

1. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as reasonably to preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;
2. To include a provision similar to that contained in Subsection 1 above in any underlying subcontract except a subcontract for supplies or raw materials; and
3. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. *Equal Access*

The Board shall provide equal access to public services to individuals with limited English proficiency in compliance with MD. Code Ann., State Government Article, §10-1101 *et seq.*, and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

C. *Subcontracting*

1. Unless otherwise provided in Attachment B (the Budget), the Board may not during the term of this IA or any renewals or extensions of this IA, assign or subcontract all or any part of this IA without the prior written consent of the WCHD Agreement Monitor.

2. The Board shall itself perform work at a value of not less than fifty percent (50%) of the total amount agreed upon to be paid by the WCHD to the Board under the terms of this IA, including the cost of commodity acquisition. The Board shall assure that all subcontractors shall be bound by the provisions contained in this IA between the parties.

D. *Data – Ownership and Use*

1. The WCHD retains all ownership rights associated with data that the WCHD may provide to the Board. The Board shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party such data, except that the Board may provide such data to its officers, employees and subcontractors required to have such data for fulfillment of the Board's obligations under this IA. The Board's officers, employees and subcontractors receiving such data shall be advised by the Board of the WCHD's ownership rights and be bound by the WCHD's ownership rights.

2. The Board retains all ownership rights associated with data that it created prior to or outside of this IA.

3. All data created or generated by the Board in the performance of this IA shall be the sole property of the WCHD and shall be available to the WCHD at any time for the WCHD's use without restriction and without compensation to the Board other than the compensation specifically provided by this IA.

4. The WCHD shall have the exclusive right to use, duplicate, disclose and publish any data that may be created or generated by the Board in connection with this IA. The WCHD hereby grants to the Board the right to use or duplicate

data created or generated by the Board in support of internal, non-commercial analysis and academic or other educational purposes subject to the terms and conditions of Section IV(E)(4).

E. Research Results – Ownership, Licenses to Use, Publication and Commercialization

1. Research Results means all inventions, discoveries, copyrightable works, software, policy recommendations, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of this IA.
2. Ownership – The WCHD will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by WCHD employees. Subject to the ownership of the U.S. Government, if applicable, the Board will own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by the Board's employees. The WCHD and the Board will jointly own all rights, title to and interests in any and all Research Results that are created, conceived of, reduced to practice or authored jointly by WCHD and the Board's employees.
3. License to use - Each Party agrees to grant and hereby grants to the other Party a nonexclusive, nontransferable, nonassignable, royalty-free right and license to use Research Results in support of internal, non-commercial analysis and academic or other educational purposes.
4. Disclosure or publication - The WCHD and the Board recognize that Research Results may have merit worthy of disclosure or publication. At the same time, the Parties recognize that they may have competing interests in the publication of proprietary, sensitive or confidential Research Results. The Parties agree that either party may be permitted to propose the disclosure or publication of de-identified Research Results in discussions at public symposia or professional meetings, and to publish same in journals, theses, dissertations or other publications or presentations. The Parties further agree that the Party proposing the disclosure or publication will provide the other Party a copy of any proposed publication or presentation 60 days in advance for review and comment. In the event the Parties are unable to agree to the proposed disclosure or publication, the matter shall be referred to the signatories to this IA, or their successors or superiors, for resolution.
5. Commercialization - In the case where there is a prospective publicly beneficial commercial use(s) of jointly developed Research Results and a Party or the

Parties desires to develop this commercial use, then in such case, WCHD and the Board shall negotiate in good faith reasonable terms and conditions agreeable to both WCHD and the Board to allow the Parties to enter into a commercial licensing agreement.

F. Federal Funding Acknowledgment

1. This IA **does** ☒ or **does not** ☐ contain federal funds.

2. If contained, the source of these federal funds is:

100% - federal CARES Act (2020) – Public Health Response to COVID-19

_____.

The amount of federal funds allocated for this IA, is \$ ** unspecified **

which represents 100 % of all funds budgeted for this IA as identified in Section I D.

The Catalog of Federal Domestic Assistance (CFDA) number is

CDC - 209173.

The Federal Award Identification Number (FAIN) is _____.

The Data Universal Numbering System (DUNS) Number is _____.

3. There **are** ☐ or **are not** ☒ programmatic conditions that also apply to this IA, regardless of the type of funding. If applied, these conditions are also identified in Section VI and provided as attachments.

G. Debarment Affirmation

1. If Federal funds support the activities of this IA (see paragraph F herein), the Board acknowledges, per the United States Office of Management & Budget's Uniform Guidance section 2 CFR 200.213, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

"Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 1259 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Agencies shall also establish procedures to provide for effective use and/or dissemination of the list to assure that their grantees and sub-grantees (including contractors) at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.”

2. The Board also acknowledges and agrees to comply with the requirements of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland.

H. Document Retention and Inspection

The Board shall retain all records and documents relating to this IA for a period in accordance with any applicable statute of limitations or federal retention requirements. At a minimum, all records and documents related to this IA shall be retained for a period of five years after the final payment by the WCHD or expiration of the term of any federal grant identified in Section IV, whichever is longer, and shall make them available for inspection and audit until any audit is completed by authorized representatives of the WCHD. All records related in any way to the IA are to be retained for the entire time period. In addition, in the event of an audit, the Board shall provide assistance to the WCHD, without additional compensation, to identify, investigate and reconcile any audit discrepancies or variances. This provision shall survive expiration or termination of the IA.

I. Maryland Law

This IA shall be construed, interpreted and enforced according to the laws of the State of Maryland.

J. Compliance with Laws

The Board represents and warrants that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this IA.

K. Information Technology

The Board agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf> unless the Board is a

part of the University System of Maryland (USM), in which case the Board agrees to comply with USM security policy. The Board agrees to notify the WCHD's Agreement Monitor within twenty-four hours of the discovery of any unauthorized access of any the Board's system that accesses, processes or stores WCHD data or works created as a deliverable under this IA.

L. Termination

1. Termination for Cause

If the Board fails to fulfill its obligations under this IA properly and on time, or otherwise violates any provision of the IA, the WCHD may terminate the IA by written notice to the Board. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Board shall, at the WCHD's option, become the WCHD's property, however, nothing in this section will alter the ownership rights of each party as provided in Section IV(D)&(E). The WCHD shall pay the Board fair and equitable compensation for satisfactory performance prior to receipt of notice of termination for cause, less the amount of damages caused by the Board's breach. If the damages are more than the compensation payable to the Board, the Board will remain liable after termination and the WCHD can affirmatively collect damages. This provision may be subject to the limitations set forth by law in the Maryland Tort Claims Act, Maryland Code, State Government Article, Title 12.

2. Termination for Convenience

The performance of work under this IA may be terminated by the WCHD in accordance with this clause in whole, or from time to time in part, whenever the WCHD shall determine that such termination is in the best interest of the WCHD. The WCHD will pay all reasonable costs associated with this IA that the Board has incurred up to the date of termination, and all reasonable costs associated with termination of the IA. In the event of a Termination for Convenience, the Board shall receive sixty (60) days' advance notice of the termination.

M. Ownership of Property Acquired

The Board shall obtain prior written approval of the WCHD Agreement Monitor for any purchase of assets with funds paid under this IA, excluding ordinary office supplies, unless such purchase is described in the Board's Budget. Title to equipment purchased with funds available under this IA

having an acquisition cost of \$500 or more per unit and a useful life of more than one year ("Capital Equipment") shall vest in the WCHD upon acquisition.

All Capital Equipment purchased with funds from this IA shall be used primarily for work under this IA. Prior written approval of the WCHD Agreement Monitor shall be required for use of the equipment, on a non-interference basis, for other work of the Board. The Board shall use all reasonable effort to care for and maintain the equipment. Upon termination of this IA, the WCHD Agreement Monitor shall determine what disposition shall be made of the equipment and shall so notify the Board within thirty (30) days. The Board's Agreement Monitor shall report its acquisition of Capital Equipment covered by this IA to the WCHD Agreement Monitor annually for IAs that last three or more years and upon completion of the IA or the last renewal of this IA.

N. Modifications to this IA

Modifications to this IA must be made only in writing and be signed by the authorized representative of each Party.

Section V: Representatives

The WCHD Agreement Monitor is the primary point of contact within the WCHD for matters relating to this IA. The WCHD Agreement Monitor shall contact the Board's Agreement Monitor immediately if the WCHD is unable to fulfill any of the requirements of, or has any questions regarding the provisions of the IA. The WCHD Agreement Monitor shall be:

Name

Title

Business Address

Business Telephone Number & Email Address

The Board Agreement Monitor is the Board's primary point of contact for matters relating to this IA. The Board's Agreement Monitor shall contact the WCHD Agreement

Monitor immediately if the Board is unable to fulfill any of the requirements of, or has any questions regarding the provisions of the IA. The Board's Agreement Monitor shall be:

Name

Title

Business Address

Business Telephone Number & Email Address

Section VI: Schedule of Attachments Incorporated by Reference

Both parties hereby agree that the documents described below are attached to this IA and hereby incorporated into and made an integral part of this IA:

Title of Document(s)

Additional Attachments (*optional*):

Section VII: Signatures

In acknowledgment of the foregoing description of the services and requirements of this IA, these authorized signatories of the WCHD and the Board do hereby attest to their acceptance of the terms and conditions of this IA, entitled

CARES ACT 2020 – COVID 19 Response Reimbursement (F903C)

For the Board

For the WCHD

BY: _____
Secretary, Maryland Department of Health

Or

BY: _____ BY: _____
Jeffrey A. Cline Earl Stoner

President
Title (Type or Print)

Health Officer
Title (Type or Print)

Date of Signing

Date of Signing

eMM Vendor No. _____

IAAR No. _____ *(internal OPASS use only)*

OPASS No. _____

BPO No. _____

FEIN No. _____



Agenda Report Form

Open Session Item

SUBJECT: CARES Act Overview Discussion

PRESENTATION DATE: July 14, 2020

PRESENTATION BY: Sara Greaves, Chief Financial Officer, Susan Buchanan, Director Office of Community Grant Management, Susan Small, Director of Business Management, Tom Brown, Jr, Emergency Manager

RECOMMENDED MOTION: Overview discussion regarding the original spending plan for the non-healthcare portion of the awarded CARES Act funding to Washington County and explanation of work completed to this point.

REPORT-IN-BRIEF: The purpose of the CARES Act, specifically the Coronavirus Relief Fund, is to make funds available to States, Indian tribes, territories, and units of local government for necessary expenditures incurred due to the public health emergency with respect to COVID-19. Eligible expenditures are those made between March 1, 2020, and December 30, 2020, and must not have been accounted for in the most recently approved budget.

DISCUSSION: The spending plan approved by the Board of County Commissioners and submitted to the State of Maryland for approval relative to the non-healthcare portion of funding included projects for Small Business Stabilization, Non-Profit Support, IT Expenses related to teleworking/video conferencing expenses, and miscellaneous expenses. Staff will return to the next open session to discuss funding qualifications and options related to re-allocation of unspent funding within each project.

Together We Serve – Susan Buchanan

Together We Rise – Susan Small

FISCAL IMPACT: The non-healthcare portion of the Coronavirus Relief Fund provides for \$13M in funding.

CONCURRENCES: Interim County Administrator

ALTERNATIVES: None

ATTACHMENTS: Treasury Department FAQs

AUDIO/VISUAL NEEDS: N/A

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of June 24, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients’ total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.