



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

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BOARD OF COUNTY COMMISSIONERS

September 29, 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, unless previously scheduled. The meeting will be live streamed on the County's YouTube and Facebook sites.

- 10:00 AM** **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
CALL TO ORDER, *President Jeffrey A. Cline*
APPROVAL OF MINUTES: *September 15, 2020*
- 10:05 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:10 AM** **STAFF COMMENTS**
- 10:15 AM** **CITIZEN PARTICIPATION** (*citizens are required to submit a request to khart@washco-md.net or by calling 240.313.2204 at least 24 hours in advance of the meeting*)
- 10:20 AM** **FEMA STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE ASSISTANCE GRANT AWARD ACCEPTANCE** – *Dave Hays, Director, Emergency Services; Dale Fishack, President, WCVFRA; Kingsley Poole, Co-Chair, Emergency Services Advisory Council (ESAC); Richard Hopkins, Co-Chair, ESAC*
- 10:25 AM** **BID AWARD (PUR1477) DELIVERY OF ROAD SALT** – *Brandi Naugle, Buyer, Purchasing; Andrew Eshleman, Director, Public Works*
- 10:30 AM** **MARYLAND DEPARTMENT OF TRANSPORTATION THREE-YEAR SALT UTILIZATION AGREEMENT** – *Andrew Eshleman, Director, Public Works*
- 10:35 AM** **CARES ACT FUNDING REVIEW AND DISCUSSION FOR TOURISM MARKETING** – *Susan Small, Director, Business Development*
- 10:40 AM** **EMPLOYEE VACATION LEAVE CARRY-OVER** – *Deborah Condo, Deputy Director, Human Resources; Darryl Brown, Accounting Supervisor, Budget & Finance*
- 10:45 AM** **RESIDENCY REQUIREMENTS FOR DIRECTOR POSITIONS** – *Deborah Condo, Deputy Director, Human Resources*
- 10:50 AM** **CLOSED SESSION** - (*To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals, and to consider a matter that concerns the proposal for a business or industrial organization to locate, expand or remain in the State*)
- 11:10 AM** **ADJOURNMENT**



Agenda Report Form

Open Session Item

SUBJECT: FEMA Staffing for Adequate Fire and Emergency Response Assistance Grant Award Acceptance (SAFER)

PRESENTATION DATE: September 29, 2020

PRESENTATION BY: R. David Hays, Director, Emergency Services; Dale Fishack, President, Washington County Volunteer Fire and Rescue Association; Kingsley Poole, Co-Chair, Emergency Services Advisory Council; Richard Hopkins, Co-Chair, Emergency Services Advisory Council

RECOMMENDATION: Motion to authorize the Division of Emergency Services acceptance of the 2020 Federal Emergency Management Agency (FEMA) SAFER Grant award of \$8,080,776.00 and to proceed with the advertising and hiring of 33 firefighters as prescribed within the Grant Award.

REPORT-IN-BRIEF: In the fall of 2019, the BOCC authorized the Division of Emergency Services to make application for a FEMA SAFER Grant award that would enable the County to hire 33 FT firefighters. The 33 firefighters would be used to staff 4 strategically located fire stations throughout the County. On Wednesday September 16, 2020 the Division of Emergency Services was notified of the successful award of the Counties SAFER Grant application, for a total award distribution of \$8,080,766.00.

DISCUSSION: The DES Firefighter Staffing Plan also involves collectively utilizing all existing 24-hour DES field operational employees (15 in total) with the new positions hired under the SAFER Grant.

Once all positions are hired and fully trained, DES will place 3 FF's on duty for each 24-hour period (7 days per week) in each of the following 4 fire stations; Clearspring Fire, Williamsport Fire, Sharpsburg Fire and Leitersburg Fire.

Under the Plan, 1 firefighter will be placed on duty in the Hancock Fire Station for each 24-hour period (7 days per week).

The current firefighter/paramedic that is stationed in Rohrersville (Boonsboro Sub-station) will remain in place, keeping 1 firefighter/paramedic on duty for each 24-hour period (7 days per week).

The DES firefighter staffing plan also places 1 additional firefighter at the Hagerstown Regional Airport, Monday thru Friday (daytime hours only).

FISCAL IMPACT: Current year expenses are budgeted in FY21. FY22 and FY23 are maintenance of effort cost, relative to wage increases as approved by the BOCC, training, uniforms and physicals. FY24 continues a maintenance of effort thru Jan. 2025, with full salaries and benefits from Feb. 1st, 2025. Once the Grant expires, the full cost of 33 firefighters will be 2.7 M per year.

CONCURRENCES: County Administrator; Director of Emergency Services; Washington County Volunteer Fire and Rescue Association; Emergency Services Advisory Council

ALTERNATIVES: Do not accept the grant funding.

ATTACHMENTS: Regional Staffing Map, Firefighter II Job Description

**Firefighter/FAO
Grade 4
Division of Emergency Services**

DES-4

\$17.69/Hr

GENERAL RESPONSIBILITIES:

This is technician-level work in fire suppression, hazardous materials, rescue and emergency medical care. The work performed affects the rescue and safety of individuals and the protection of property and the environment. Operations are in accordance with established policies and procedures, which must be adhered to, and requires initiative and resourcefulness, analysis of problems and emergency situations and judgment in the selection of the appropriate course of action. The work requires periods of strenuous physical effort and involves exposure to heat, dirt, inclement weather and other unpleasant conditions. An employee in this classification is regularly exposed to the risk of injury or disease, requiring the use of protective clothing and strict adherence to safety precautions.

ESSENTIAL TASKS:

(These are intended only as illustrations of various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

1. Responds to and participates in firefighting, technical rescue, auto extrication, hazardous materials incidents, medical emergencies and other emergency operations as required.
2. Drives and operates emergency vehicles under emergency and non-emergency conditions.
3. Performs fire suppression activities; including but not limited to, fire attack, vehicle and machinery extrication and victim rescue, and exposure protection, ventilation, over haul and property preservation.
4. Performs hazardous materials activities including but not limited to investigation, "hot-zone" entry and mitigation of emergencies involving hazardous materials, biological and weapons of mass destruction (WMD).
5. Performs basic life support emergency medical care as required.
6. Performs inspections and basic preventative maintenance at prescribed intervals on all vehicles and equipment to insure operational readiness.
7. Executes comprehensive fire, rescue and/or emergency medical reports documenting emergency and non-emergency responses.
8. Assists with routine or scheduled housekeeping duties at fire and rescue station.
9. Assists with routine administrative tasks and performs other related duties as required.
10. Participates in cleaning and preventative maintenance activities concerning fire, rescue and emergency medical apparatus.
11. Participates in special projects as directed.
12. Through training sessions, exercises, publications and other means, maintains a working knowledge of current technologies, equipment, certification requirements and other areas pertinent to the operation.
13. Perform other related duties as assigned.

QUALIFICATIONS AND REQUIREMENTS:

A comparable amount of training and experience may be substituted for the minimum qualifications.

1. **Must be 19 years** old at the time of application.
2. High School graduate or GED.
3. Course or certification prerequisites:
 - Firefighter I (Maryland Fire and Rescue Institute or Pro Board or IFSAC certification)
 - Emergency Medical Technician (Maryland, National Registry, or reciprocating state)
 - NIMS 700,800,100, and 200.
4. Successful completion of the following courses within four months of hire (academy program):
 - Rescue Site Ops
 - Vehicle/Machinery Extrication
 - Firefighter II
 - Pumping Apparatus – Driver Operator
 - Aerial Apparatus Operator
 - Emergency Vehicle Operator Course
 - Emergency Medical Technician Refresher
 - CPR/AED
 - Hazardous Materials Awareness - Operations
5. Preference may be given to applicants with additional advanced training in fire suppression, hazardous materials, confined space rescue, water emergencies, structural and trench collapse, rope rescue and emergency medical care.
6. Knowledge of local, state and national laws and standards as they apply to the fields of fire suppression, rescue and emergency medical care.
7. Proficient in use of computer applications including but not limited to word processing, spreadsheets, email, and capable of learning various reporting software programs (ie Firehouse, eMEDS).
8. Ability to effectively analyze technical data, to write and maintain complex records, research and prepare reports relating to public safety and operations.
9. Ability to establish and maintain effective working relationships with volunteer or career firefighters and officers, municipal employees, elected officials, media and the general public.
10. Strong and effective spoken and written (English) communications skills, including public speaking.

PHYSICAL REQUIREMENTS:

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of telephone (wearing and using a headset) and personal contact as normally defined by the ability to see, read, hear, handle or feel objects and related equipment, such as, but not limited to personal computer, calculator, copier, fax machine, radio console, large vehicles, hydraulic tools, firefighting and rescue tools, etc. Must have the ability to respond to the spontaneous physical demands of comprehensive fire/rescue and EMS duties, all of which involve: standing, walking, moving, climbing, lifting and carrying, bending, kneeling, crawling, reaching and handling, pushing and pulling. Ability to perform various functions under emergency conditions including operating in environments immediately dangerous to life and health (IDLH) with appropriate personal protective equipment (PPE), including self-contained breathing apparatus and encapsulated hazardous material PPE. Ability to perform emergency operations in confined spaces, in near-zero visibility conditions, and at extreme heights.

Firefighter I

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SPECIAL REQUIREMENTS:

1. Possession of valid non-commercial Maryland Class C driver's license (or equivalent license from state of residence).
2. Available for varied work hours, as needed, and available for on-call basis for emergency situations.
3. Successful completion of a physical agility test and oral interview board.
4. Successful completion of a pre-employment physical including respirator clearance and drug testing (following a conditional offer of employment).
5. Successful completion of a background investigation.
6. Successful completion of a psychological evaluation.
7. This position subject to random drug and alcohol testing.
8. The probationary period for this position is 12 months.

Non-Exempt

09/2020



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1477) – Bulk Delivery of Road Salt

PRESENTATION DATE: September 29, 2020

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department and Andrew Eshleman, Director, Public Works

RECOMMENDED MOTION: Move to award the contract for the purchase/delivery of Bulk Road Salt to the responsible, responsive bidder, Cargill, Incorporated. of North Olmsted, OH who submitted the price of \$58.94 per ton.

REPORT-IN-BRIEF: On August 7, 2020 the County issued an Invitation to Bid (ITB) for Bulk Road Salt. The salt will be purchased on an as-needed basis to be used on County maintained roads for snow and ice control. The County uses an average of fifteen thousand (15,000) tons of road salt annually. The contract period is to tentatively begin October 1, 2020 and end April 30, 2021. The above recommendations are for the County's requirements only; the City of Hagerstown shall make its award independently from the County. The County guarantees neither a minimum/maximum quantity of bulk road salt to be purchased under this contract.

The Invitation to Bid was published in the local newspaper, on the County web site, and on the State of Maryland's eMMA "eMaryland Marketplace Advantage" web site. Twenty-Two (22) persons/companies registered/downloaded the bid document on-line. On September 9, 2020 a total of six (6) bids were received; two (2) being a "No Bid" as indicated on the attached bid tabulation matrix.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's FY'21 operating budget account.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed on-line at:

<https://www.washco-md.net/wp-content/uploads/purch-pur-1477-bidtab.pdf>

AUDIO/VISUAL NEEDS: N/A

PUR-1477
Bulk Road Salt

	Cargill, Inc. Salt, Road Safety North Olmsted, OH	Morton Salt, Inc. Chicago, IL	Mid-Atlantic Salt, LLC Gladwyne, PA	Government MLO Supplies USA, Inc. Bethesda, MD
Bulk Road Salt (per ton - delivered)	\$58.94	\$59.48	\$63.30	\$70.00

	Eastern Salt Co., Inc. Lowell, MA	Compass Minerals Overland Park, KS
Bulk Road Salt (per ton - delivered)	No Bid	No Bid

Remarks / Exceptions:

Cargill, Inc.

Product will meet ASTM-D-632 standard specification. Please see technical data sheet for specific information of Product.

Mid-Atlantic Salt, LLC

SEE ATTACHMENT



Agenda Report Form

Open Session Item

SUBJECT: Maryland Department of Transportation Three Year Salt Utilization Agreement

PRESENTATION DATE: September 29, 2020

PRESENTATION BY: Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION: To allow staff to execute the Three-Year Salt Utilization Agreement with the Maryland Department of Transportation State Highway Administration (MDOT SHA)

REPORT-IN-BRIEF: During certain winter snow emergency operations the County may have a need to obtain additional salt to effectively complete winter snow operations.

DISCUSSION: This Agreement will allow the County to obtain Salt from MDOT SHA stockpiles during a Snow Event. The County will reimburse MDOT SHA for the cost plus other related expenses. This option is a secondary option in the event County salt stockpiles are depleted.

FISCAL IMPACT: Snow Removal including salt supplies is a budgeted item and ordered as needed. The cost of salt, at the time of executing of this Agreement is \$63.81/ton

CONCURRENCES: County Attorney, Deputy Director Public Works Highways

ALTERNATIVES: Do not execute

ATTACHMENTS: Three Year Salt Utilization Agreement

AUDIO/VISUAL NEEDS:

THREE YEAR SALT UTILIZATION AGREEMENT

by and between

Maryland Department of Transportation
State Highway Administration

and

Board of County Commissioners, Washington County, Maryland

This AGREEMENT (**“Agreement”**) made as of the 1st day of September 2020, executed in duplicate, by and between the Maryland Department of Transportation State Highway Administration (**“MDOT SHA”**) and Board of County Commissioners, Washington County, Maryland, a political subdivision of the State of Maryland and a body politic and corporate (**“COUNTY”**).

WHEREAS, during certain winter snow emergency operations (**“Snow Event”**) the COUNTY may have a need to obtain additional salt (**“Salt”**) to effectively complete their winter snow operations; and

WHEREAS, the COUNTY has requested, and MDOT SHA has agreed, to allow the COUNTY to obtain Salt from MDOT SHA stockpiles during a Snow Event in accordance with the terms and conditions contained herein; and

WHEREAS, the COUNTY shall reimburse MDOT SHA for the cost of Salt plus other related expenses; and

WHEREAS, MDOT SHA and the COUNTY agree that this Agreement will benefit both parties of this Agreement and will promote the safety, health and general welfare of the citizens of the State.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between the MDOT SHA and the COUNTY, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. TERM & BUDGET

The Term of this Agreement is for a period of three (3) years beginning the first (1st) day of September 2020 and ending on the thirty first (31st) day of August 2023, both dates inclusive, unless sooner terminated as set forth herein. For budgeting and planning purposes only, during the Term of this Agreement the total cost for Salt shall not exceed Two Hundred and Twenty Five Thousand Dollars (\$225,000). This is an estimate only and the COUNTY shall be responsible for actual costs incurred at the time of acquisition.

II. SALT COSTS

- A. The cost of Salt, at the time of execution of this Agreement is Sixty Three Dollars and Eighty One Cents (\$ 63.81) per ton, which includes the price of the Salt, a Delivery Charge and an Overhead Charge.
- B. The Salt price listed herein are subject to awarded contracts by MDOT SHA and shall be adjusted accordingly.
- C. The Delivery Charge includes the cost of fuel and mileage to transport the Salt to an MDOT SHA Salt dome. The Overhead Charge is determined by the federally approved Overhead Rate that may be adjusted on October 1st of each year. The current Overhead Rate is seven and eighty seven hundredths percent (7.87%).
- D. The cost of the Salt may be adjusted weekly to account for Delivery Charge variances.

III. ESTABLISHMENT of the SALT COST

MDOT SHA has established a charge number for the COUNTY which will be used to document Salt withdrawals from MDOT SHA's inventory system. The current charge number for the COUNTY is **BY223M84**.

IV. PROCEDURES

- A. Salt Scheduling
 - 1. MDOT SHA Shop Locations: For purposes of this Agreement, the MDOT SHA shops to be used for Salt for the COUNTY, as determined by MDOT SHA, are:
 - Smithburg Salt Dome
 - Rt. 40 East Salt Dome
 - Boonsboro Salt Dome
 - Rt. 40 West Salt Dome
 - Hagerstown Shop Salt Dome
 - Park Head Salt Dome
 - 2. Prior to a Snow Event: The COUNTY will contact Butch (Rodney) Glenn, MDOT SHA's Resident Maintenance Engineer (RME), or designee, of the Hagerstown Shop at 301 794-4790 to arrange for the COUNTY's trucks to be loaded with the Salt at the designated location the day before a local forecasted snow if time permits; otherwise MDOT SHA and the COUNTY will determine which MDOT SHA salt storage site is

appropriate to use to load the Salt onto the trucks and MDOT SHA will provide an operator to facilitate the loading of the Salt.

3. During the Snow Event: The COUNTY will contact the appropriate MDOT SHA Shop nearest to that truck and request to be loaded at an approximate preferred time of arrival. MDOT SHA will then arrange for an operator to meet the COUNTY truck at that location as close to the preferred time as possible without negatively affecting MDOT SHA operations. In addition, if a COUNTY truck is in the vicinity of a specific dome during a Snow Event and an MDOT SHA operator is present, the COUNTY truck may then be topped off, if desired. In situations where the MDOT SHA Snow Event operations are already active when the COUNTY operations begin, the COUNTY can notify MDOT SHA as far in advance as possible and MDOT SHA will make every effort to provide an operator at all the locations requested in order to begin loading COUNTY trucks with Salt.
4. Post Snow Event: The COUNTY can contact the appropriate MDOT SHA shop to request re-loading after a Snow Event, and MDOT SHA will schedule the re-loading at both parties' convenience.
5. The COUNTY shall not return any unused Salt to any MDOT SHA shop.

B. Load Records

1. The COUNTY shall ensure all vehicles picking up Salt on their behalf are identified by a sticker or placard indicating the COUNTY's name.
2. Only an MDOT SHA authorized loader operator shall load the COUNTY trucks.
3. MDOT SHA shall create a written loading record that must be signed by the COUNTY driver. A copy shall be given to the COUNTY driver to account for every load of Salt that the COUNTY receives from MDOT SHA. Each load record shall contain the following information:
 - a. truck number or license tag number,
 - b. the number of scoops/ buckets loaded,
 - c. the number of tons loaded based on the scoops / bucket size value multiplied by the number of scoops /buckets.

V. PAYMENT

- A. MDOT SHA shall provide a detailed invoice to the COUNTY by May 31st of each year for all actual costs incurred by MDOT SHA to provide Salt to the COUNTY. The invoice shall be accompanied by normal documentation from MDOT SHA to evidence actual costs incurred.

- B. Upon request by the COUNTY, MDOT SHA may provide information to include the number of buckets and estimated tonnage provided to the COUNTY for each date of withdrawal.
- C. The estimated cost of the Salt is based on the average amount of Salt used during the previous three (3) years at the prevailing rate at the time of execution of this Agreement and will be subject to future adjustments during the Term according to costs for Salt, delivery and overhead in effect at that time.
- D. REIMBURSEMENT
 - 1. Reimbursement to MDOT SHA for the SALT during the Term, including MDOT SHA overhead, is estimated to be Two Hundred Twenty Five Thousand Dollars (\$225,000) and is based on estimated quantities from the previous term, however, actual costs and tonnage may vary and the COUNTY shall reimburse MDOT SHA for all actual tonnage (which includes the delivery charge) and overhead costs.
- E. In the event of extremely heavy Salt usage, MDOT SHA reserves the right to submit progress billings to the COUNTY in lieu one annual invoice.
- F. The COUNTY shall reimburse MDOT SHA for all costs incurred by MDOT SHA for all supplied Salt provided during the Term pursuant to this Agreement within thirty (30) days of receipt of each invoice.
- G. In the event MDOT SHA does not receive payment of invoices within thirty (30) days of the COUNTY's receipt of each invoice, MDOT SHA will notify the COUNTY of the overdue payment and provide the COUNTY the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days following notification, MDOT SHA will then notify the COUNTY in writing, and the parties hereby agree that MDOT SHA may make a deduction from the COUNTY's share of Highway User Revenue equal to the overdue invoice amount(s) or MDOT SHA may refer the overdue amount to the Central Collection Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of overdue amount.

VI. GENERAL

- A. MDOT SHA does not supply Brine, a pretreatment salt-based mixture.
- B. Title VI Assurances. All parties to this Agreement shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of MDOT SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discrimination regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this Agreement. The term "Acts"

in Appendix A refers to 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix refers to MDOT SHA.

- C. MDOT SHA and the COUNTY agree to cooperate with each other to accomplish the terms and conditions of this Agreement.
- D. The provisions contained in this Agreement shall be binding upon the parties until the earlier to occur of; (i) three (3) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this Agreement, or (iii) August 31, 2023. However, termination of this Agreement and any Amendments is contingent on all outstanding invoices being paid by the COUNTY to MDOT SHA.
- E. The COUNTY shall indemnify, hold harmless and defend, at MDOT SHA's option, the State of Maryland, MDOT SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities performed pursuant to this Agreement by the COUNTY or its contractors, agents or assigns.
- F. MDOT SHA shall reserve the right to limit or deny Salt to the COUNTY in order to avoid jeopardizing MDOT SHA's snow remediation operations.
- G. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and assigns.
- H. This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- I. The recitals (WHEREAS clauses) at the beginning of this Agreement are incorporated as substantive provisions of this Agreement.
- J. All notices and/or invoices, if to the COUNTY, shall be addressed to:

Zane Rowe
Dep. Director of Public Works - Highways
601 Northern Avenue
Hagerstown, MD 21742
Phone: 240-313-2720
Fax: 301-791-2897
E-mail: zrowe@washco-md.net

And if to MDOT SHA:

Butch (Rodney) Glenn
Resident Maintenance Engineer
Maryland State Highway Administration
18320 Col. Henry K. Douglas Drive

Hagerstown, MD 21740
Phone: 301-791-790
Fax: 301-791-4694
E-mail: rglenn@mdot.maryland.gov

With copies to:

Mr. Anthony Crawford, District Engineer, D-6
Maryland Department of Transportation
State Highway Administration
1251 Vocke Road
La Vale, MD 21502-3347
Phone: 301-729-8400
Fax: 301-729-6968
Email: acrawford@mdot.maryland.gov

And,

MDOT SHA Agreements Team
Office of Procurement and Contract Management
State Highway Administration
707 N. Calvert Street
Mailstop C-405
Baltimore, MD 21202
Phone: (410) 545-5547
E-mail: shaagreementsteam@mdot.maryland.gov

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the day and year first above written.

**MARYLAND DEPARTMENT OF
TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

WITNESS

By: _____ (SEAL)
Andre Futrell
Deputy Administrator for
District Operations

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Butch (Rodney) Glenn
Resident Maintenance Engineer

William J. Bertrand
Director
Office of Finance

**BOARD OF COUNTY COMMISSIONERS,
WASHINGTON COUNTY, MARYLAND**
a body corporate and politic

WITNESS

BY: _____(Seal)

Andrew Eshleman
Director of Public Works

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

County Attorney

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as

they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such. provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction; the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP 'persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Agenda Report Form

Open Session Item

SUBJECT: CARES Act Funding Review and Discussion for Tourism Marketing

PRESENTATION DATE: September 29, 2020

PRESENTATION BY: Susan Small, Director of Business Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: On August 28th, 2020 the Board of County Commissioners discussed options for spending the remaining balance of the CARES Act Fund for recovery efforts in Washington County. The Board approved moving forward with releasing \$80,000 for this effort immediately and reserving an additional \$210,000 for a possible second installment for Phase 2.

DISCUSSION: The Convention and Visitors Bureau immediately put the initial \$80,000 to work with a plan to market the County safely in a variety of ways with the hope of increasing the number of safe visits to our parks and recreation areas, historical sites, water trails, walking trails, and more. The results of this effort are attached for review and discussion. The Convention and Visitors Bureau would like to continue these marketing efforts into the fall foliage, through winter and into spring of 2021.

FISCAL IMPACT: \$210,000 from the CARES Act fund

CONCURRENCES: N/A

ALTERNATIVES: Continue to monitor the results of the initial investment and hold off on funding any further tourism marketing campaigns.

ATTACHMENTS: Phase 2 of CARES Act Funding and metrics from Phase 1 (PDF)

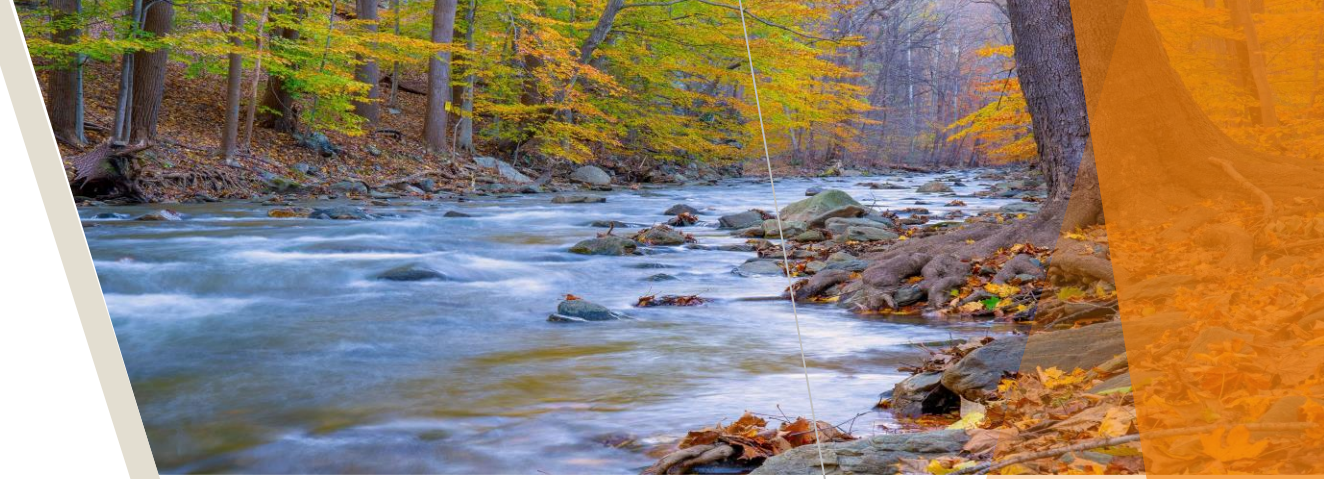
AUDIO/VISUAL NEEDS: N/A



THE ROAD TO RECOVERY: PHASE 2

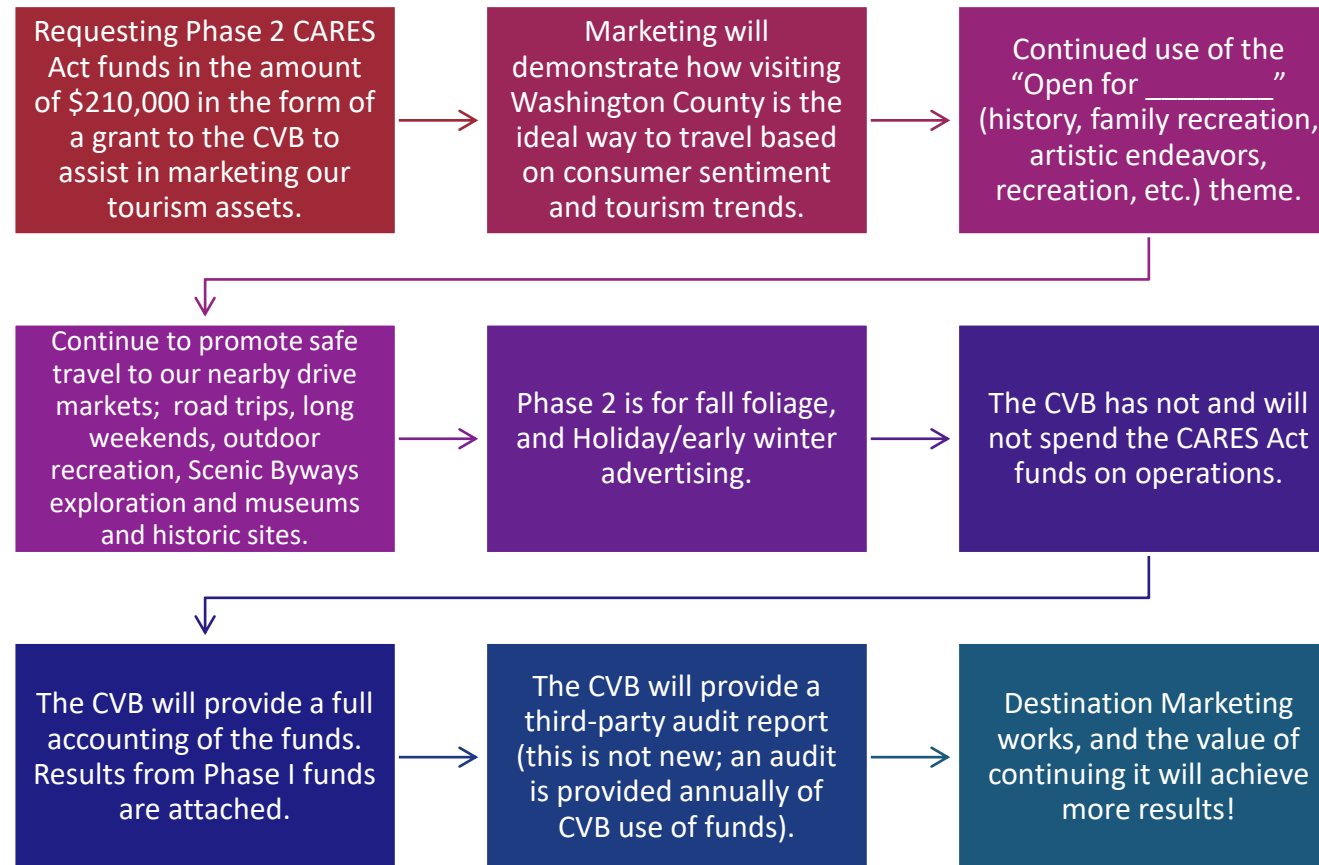
FALL FOLIAGE THRU EARLY SPRING

Visit Hagerstown - Washington County, MD
Convention & Visitors Bureau



REQUEST FOR PHASE 2 FUNDS

Prior to the COVID-19 business interruption 1.2 million visitors spent \$285.9 million dollars in Washington County generating \$39.8 million in State and Local taxes. The goal of our tourism recovery advertising is to quickly restore and exceed prior years visitor spending levels. Visitor spending supports Food and Beverage, Retail, Transportation. Recreation, Lodging, and the purchase of second homes. The positive economic impact on these tourism business sectors is well documented in an annual tourism



EXECUTIVE SUMMARY OF PHASE 1 FUNDS: USAGE

The CVB used the Phase 1 allocation of \$80,000 to assist in accomplishing our goal of increasing visitors and visitor spending from within a 2-4 hour radius to help restore reduction of consumer purchasing in tourism related businesses by increasing road trips, recreation and hotel stays.

- **Insertion of Visitor Guides/Digital Ads/Print Ad - TOTAL COST: \$28,100**

A total of 25,000 Visitor Guides were inserted in the Sunday edition of the Washington Post on 9/6/2020. The insertions were placed in affluent zip codes in the paper's circulation network. Digital ads were also placed on their site prior to the insertion. A large bump in our website clicks was actualized. Part of this overall "buy" includes a sponsored article in the Washington Post online that will run in October. Topic of the article will be Field Trips for families and students learning from home. Several tourism partners were interviewed including **Bowman Hospitality**. Additionally, a print ad and editorial will appear in the Fall Travel insert, in September, with a focus on outdoor events/recreation via road trip.

- **Digital Marketing Campaigns - TOTAL COST: \$26,500** (based on \$5,300 per month, through December)

Manning Media delivered 418,779 digital ads from Aug. 15-Sept 16, resulting in an impressive Click Through Rate that well exceeded the national average for tourism ads. A value-added 30-second radio ads promoting "Safe-Cations" also provided as part of the media buy, to encourage residents and nearby counties in their listener-ship to dine, shop and recreate, safely and locally.

- **Rest, Refuel, Relax** – a digital "billboard" that delivers targeted, geo-fenced ads to travelers on the I-81 corridor from Harrisburg, PA to Staunton, VA.
- **Open for Recreation** – a digital display ad that delivers outdoor recreation themed ad and clicks through to our website. Targeted to users based on demographics – families, outdoor enthusiasts, household income, to those within a ½ day drive to Washington County.

- **Truck Wrap - TOTAL COST: \$20,600**

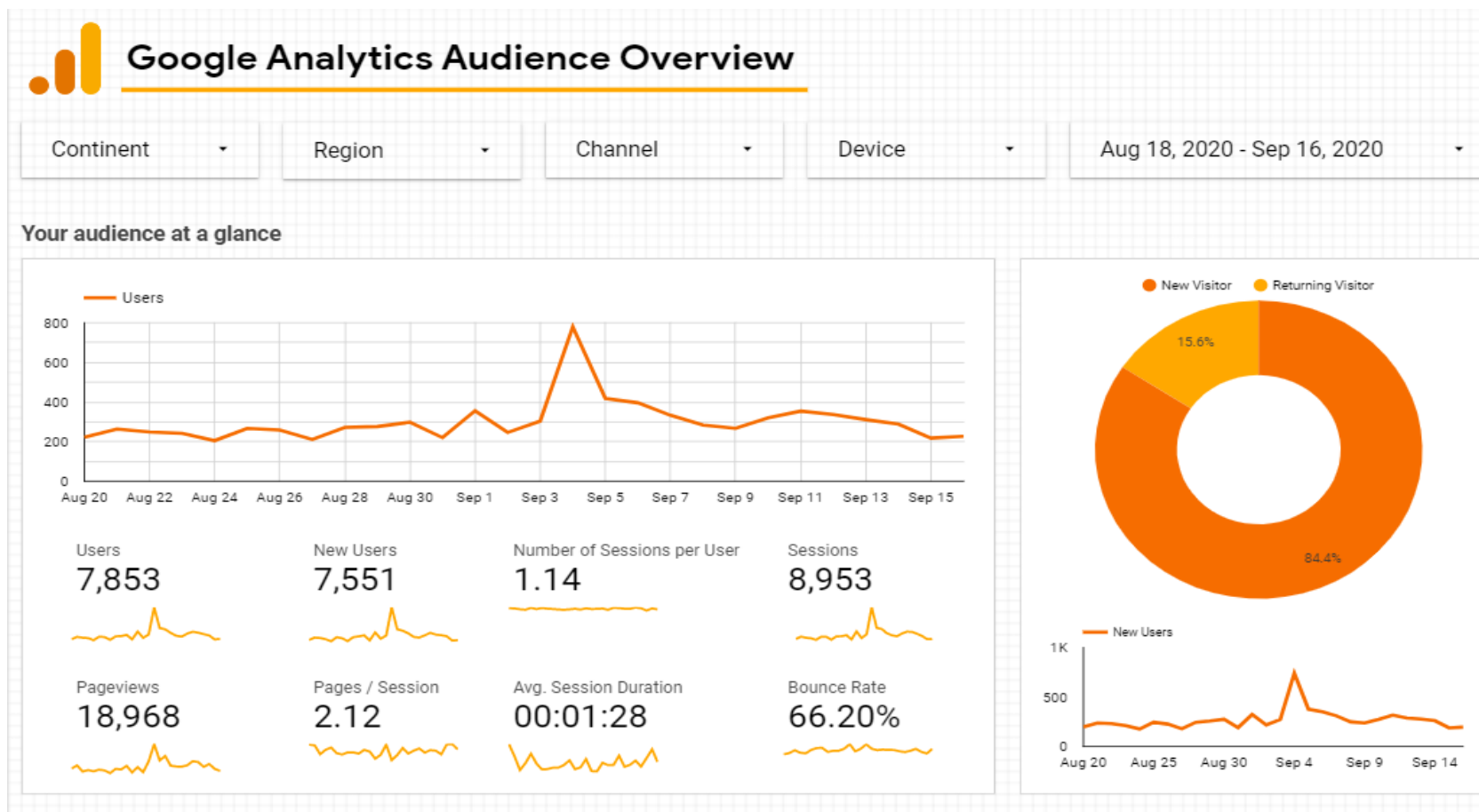
We extended our contract with Transpromotion, based in Williamsport through December, with a modified tagline on the truck wrap that states "Open for You." The truck travels along I-81 from Winchester, VA to Camp Hill, PA. Total impressions are 11,250,000 based on 75,000 per day for 5 months.

- **Print Ads – TOTAL \$4,800**

Print ads were placed in various publications that target the Group Tour Market. This market is planning, **now**, for 2020-2021, and this is their planning season. Ads were placed in Teach & Travel, Groups Today, and Group Tour Magazine. Total impressions of ads placed for this market segment is 90,000.

EXECUTIVE SUMMARY OF PHASE 1 FUNDS: RESULTS

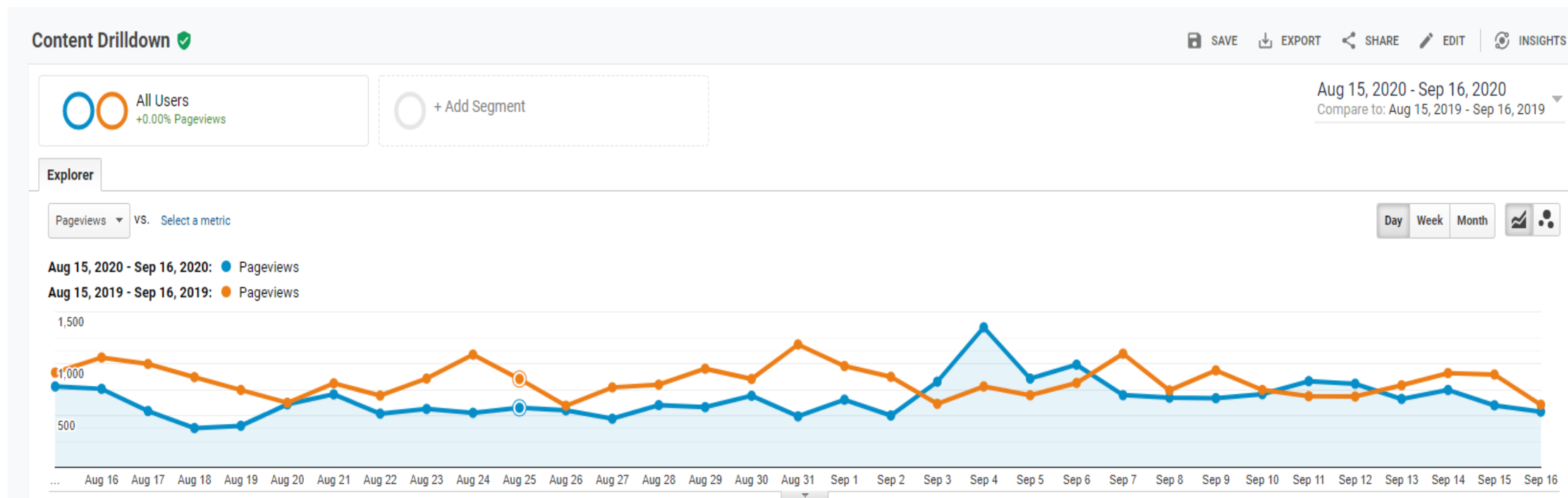
- Website Analytics for visithagerstown.com A significant increase of users on September 4, 2020 can be seen on the date of the Washington Post digital ads that announced the insertion of the Visitor Guide. The data shows an 84% increase in New Users.



EXECUTIVE SUMMARY OF PHASE 1 FUNDS: RESULTS

- Google Analytics for www.visithagerstown.com

While overall usage is slightly lower for the same time frame, one year ago, other statistics show that time spent on pages has increased by 3.5%. This indicates the quality of website visitor we are seeking, and this metric demonstrates that users are engaged, particularly since the Washington Post project began.



EXECUTIVE SUMMARY OF PHASE 1 FUNDS: RESULTS

- **Google Analytics for www.visithagerstown.com**

The Top 10 Pages Viewed on the website from August 15-September 15 indicate where users were spending time. Of the Top 10, all are landing pages designated by all digital placements (with the exception of #4, the page of Members – this could be attributed to a large bump received from Crystal Grottoes, following a social media post to promote this attraction).

Secondary dimension
Sort Type: Default

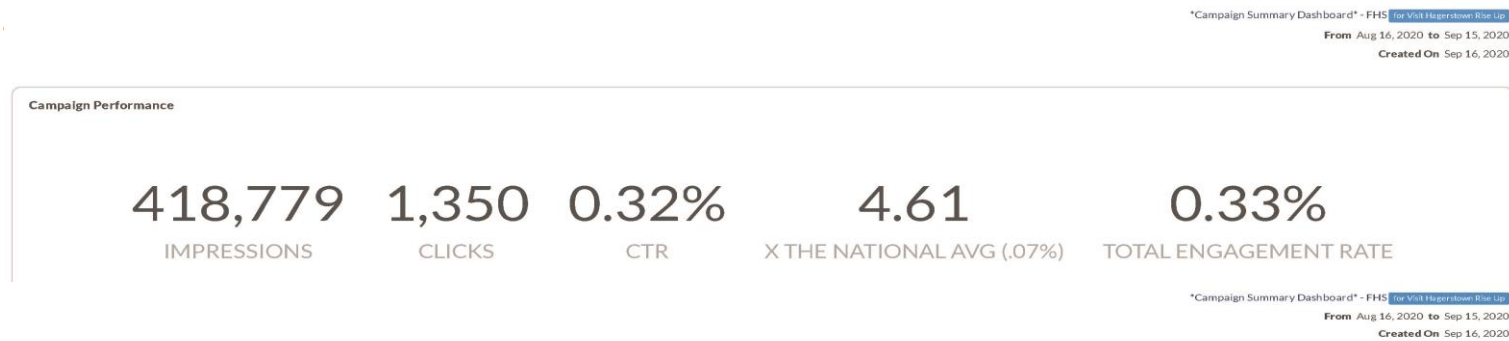
Page path level 1 ?	Pageviews ?	Unique Pageviews ?	Avg. Time on Page ?	Bounce Rate ?	% Exit ?
	21,828 % of Total: 100.00% (21,828)	17,448 % of Total: 100.00% (17,448)	00:01:18 Avg for View: 00:01:18 (0.00%)	65.95% Avg for View: 65.95% (0.00%)	46.50% Avg for View: 46.50% (0.00%)
1. /things-to-do/	4,165 (19.08%)	3,388 (19.42%)	00:01:37	69.86%	43.03%
2. /events/	3,219 (14.75%)	2,865 (16.42%)	00:01:18	83.05%	40.76%
3. /things-to-do	2,626 (12.03%)	2,022 (11.59%)	00:00:47	65.02%	53.20%
4. /member/	2,416 (11.07%)	2,077 (11.90%)	00:01:34	71.77%	60.14%
5. /events	2,380 (10.90%)	1,286 (7.37%)	00:01:04	42.74%	32.44%
6. /	1,371 (6.28%)	1,156 (6.63%)	00:00:55	36.92%	37.64%
7. /plan-your-visit/	1,185 (5.43%)	977 (5.60%)	00:01:19	79.32%	64.14%
8. /blog/	588 (2.69%)	505 (2.89%)	00:02:46	77.56%	72.79%
9. /our_towns	541 (2.48%)	423 (2.42%)	00:01:47	83.33%	42.70%
10. /places-to-stay/	540 (2.47%)	421 (2.41%)	00:02:27	66.10%	53.89%

Show rows: 10
Go to: 1
1 - 10 of 88

This report was generated on 9/17/20 at 2:16:56 PM - [Refresh Report](#)

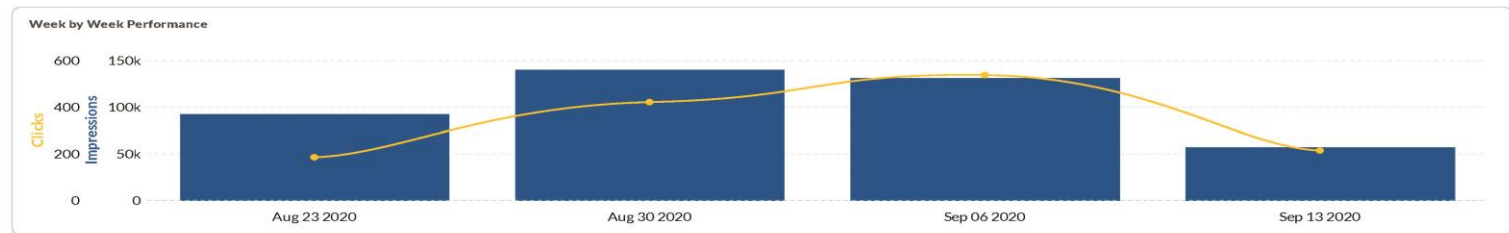
EXECUTIVE SUMMARY OF PHASE 1 FUNDS: RESULTS

- Manning Media Digital Ad Reports (Called Rise Up by Manning Inc) – Recap of Overall Performance of all ads, and Performance by Placement Type



Line Item Performance

Client	Line Item Name	Impressions	Clicks	CTR
Visit Hagerstown Rise Up	Visit Hagerstown Rise Up - AI Display	76,443	135	0.18%
Visit Hagerstown Rise Up	Visit Hagerstown Rise Up - AI Native	76,198	264	0.35%
Visit Hagerstown Rise Up	Visit Hagerstown Rise Up - Vacation/Travel Behavioral Native	71,304	279	0.39%
Visit Hagerstown Rise Up	Visit Hagerstown Rise Up - Vacation/Travel Behavioral Display	57,884	131	0.23%
Visit Hagerstown Rise Up	Visit Hagerstown Rise Up - Keyword Native	55,920	287	0.51%
Visit Hagerstown Rise Up	Visit Hagerstown Rise Up - Keyword Display	54,032	163	0.30%
Visit Hagerstown Rise Up	Visit Hagerstown Rise Up - Retargeting Display	21,533	49	0.23%
Visit Hagerstown Rise Up	Visit Hagerstown Rise Up - Retargeting Native	5,465	42	0.77%
Total		418,779	1,350	0.32%



EXECUTIVE SUMMARY OF PHASE 1 FUNDS: RESULTS

- Manning Media Digital Ad Reports – Performance by Ad Content

Campaign Summary Dashboard - FHS [for Visit Hagerstown Rise Up](#)
From Aug 16, 2020 to Sep 15, 2020
Created On Sep 16, 2020

Creative Performance by Week					Grid contains more rows, but they have been clipped.				
Date	Creative Name	Impressions	Clicks	CTR					
Sep 06 2020	Visit Hagerstown Rise Up_Kayak	64,871	343	0.53%					
Aug 30 2020	Visit Hagerstown Rise Up_Kayak	53,325	236	0.44%					
Aug 30 2020	Visit Hagerstown Rise Up_CVB_2020_OpenforRestRefuelRelax_300x250.jpg	44,638	103	0.23%					
Sep 06 2020	Visit Hagerstown Rise Up_CVB_2020_OpenforRestRefuelRelax_300x250.jpg	40,026	136	0.34%					
Aug 23 2020	Visit Hagerstown Rise Up_Bike	30,178	81	0.27%					
Aug 23 2020	Visit Hagerstown Rise Up_CVB_2020_OpenforRestRefuelRelax_300x250.jpg	28,614	39	0.14%					
Sep 13 2020	Visit Hagerstown Rise Up_Kayak	24,996	110	0.44%					
Sep 06 2020	Visit Hagerstown Rise Up_CVB_2020_OpenforRestRefuelRelax_728x90.jpg	22,711	48	0.21%					
Aug 30 2020	Visit Hagerstown Rise Up_CVB_2020_OpenforRestRefuelRelax_728x90.jpg	22,399	21	0.09%					
Sep 13 2020	Visit Hagerstown Rise Up_CVB_2020_OpenforRestRefuelRelax_300x250.jpg	18,112	68	0.38%					
Aug 23 2020	Visit Hagerstown Rise Up_CVB_2020_OpenforRestRefuelRelax_728x90.jpg	16,282	24	0.15%					
Aug 30 2020	Visit Hagerstown Rise Up_Bike	14,697	48	0.33%					

EXECUTIVE SUMMARY OF PHASE 1 FUNDS: RESULTS

Hotel Occupancy

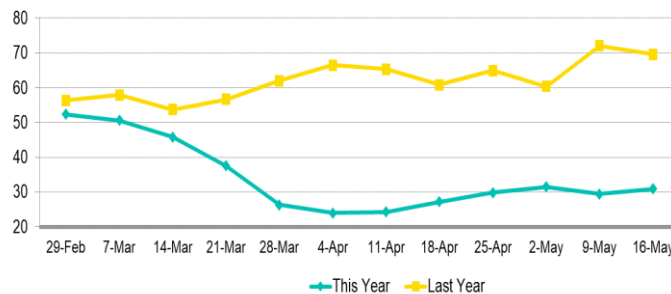
A recent accolade forwarded to us by the Maryland Office of Tourism, from TravelClicks, regarding the week of August 28, 2020 stated:

“Congrats to Hagerstown, Maryland and Charleston, West Virginia with huge transient week-over-week pickup! Many markets seeing improvements each week.”

Hotels revenue compared to the same week in 2019 was down 69.6% in the first week of April 2020. In the first week of September 2020 and after an aggressive advertising campaign, revenue was down by 34% over the same week in 2019.

We closed the revenue gap by 48.8%. We need to continue this positive trend with more and more aggressive advertising.

Weekly Occ (%) - Feb 29, 2020 to May 16, 2020

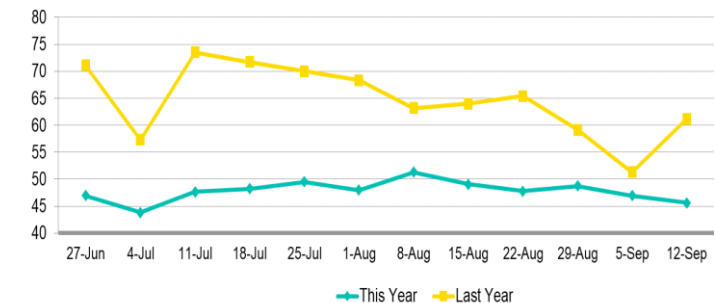


Note:

← The starting point for occupancy metrics begins at 20% in first graph.

The second graph begins at a higher 40% occupancy metric, in the baseline. →

Weekly Occ (%) - Jun 27, 2020 to Sep 12, 2020

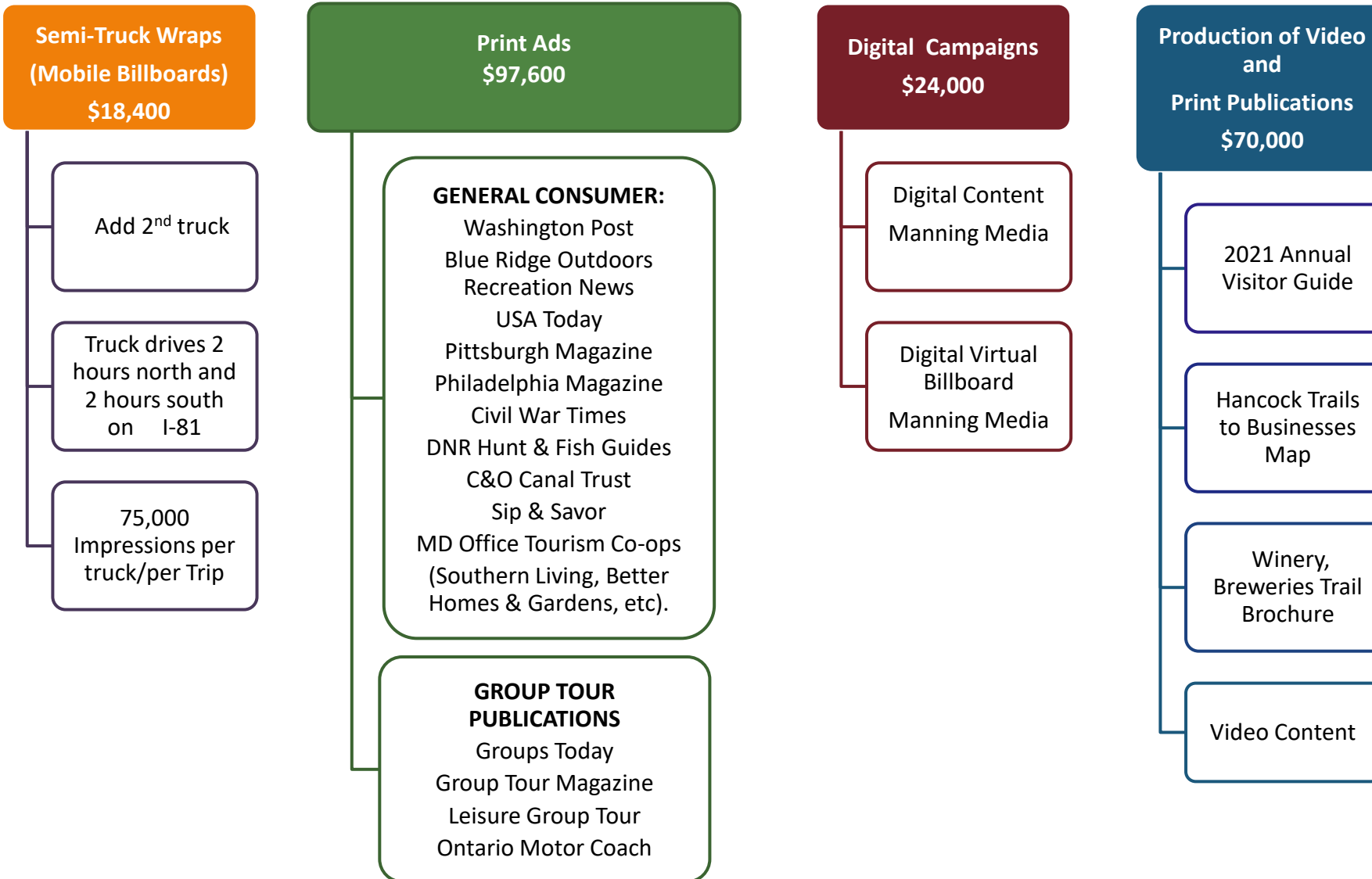


Week/Year	Occupancy	Avg Daily Rate	Revenue
8/16 thru 8/22 2020	47.8%	\$78.29	\$616,223
8/16 thru 8/22 2019	65.4%	\$86.15	\$909,180
	-27.0%	-9.1%	-32.2%
Week/Year	Occupancy	Avg Daily Rate	Revenue
8/23 thru 8/29 2020	48.8%	\$76.74	\$616,312
8/23 thru 8/29 2019	59.2%	\$84.75	\$808,816
	-17.6%	-9.5%	-23.8%

Week/Year	Occupancy	Avg Daily Rate	Revenue
8/30 thru 9/05 2020	46.9%	\$75.16	\$580,570
8/30 thru 9/05 2019	51.3%	\$78.87	\$652,286
	-8.5%	-4.7%	-11.0%
Week/Year	Occupancy	Avg Daily Rate	Revenue
9/06 thru 9/12 2020	45.6%	\$74.33	\$585,850
9/06 thru 9/12 2019	61.2%	\$85.80	\$846,888
	-25.4%	-13.4%	-34.0%

- Hotel Trend Reports: Source, Smith Travel Research

MARKETING & MEDIA BUYS: PHASE 2 - \$210,000





Agenda Report Form

Open Session Item

SUBJECT: Employee Vacation Leave Carry-over

PRESENTATION DATE: September 29, 2020

PRESENTATION BY: Deborah Condo, Deputy Director of Human Resources, Darryl Brown, Accounting Supervisor (Payroll)

RECOMMENDED MOTION: Discussion for consideration of a carry-over of additional accrued Vacation Leave hours with supplemental information provided by HR and Payroll.

REPORT-IN-BRIEF: Commissioners have requested supplemental information on the fiscal impact of vacation leave buy-back options, the number of employees that are teleworking broken down by department, and the legality of placing a caveat on not allowing a pay-out of the hours carried over if not used.

DISCUSSION: Open for discussion.

FISCAL IMPACT: Darryl Brown, Accounting Supervisor over Payroll will present a few buy-back options for Fiscal Impact of Vacation Leave estimates

CONCURRENCES: NA

ALTERNATIVES: Keep Vacation Leave carry-over to 250 hours

ATTACHMENTS: NA

AUDIO/VISUAL NEEDS: NA



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Residency Requirement for Director Positions

PRESENTATION DATE: September 29, 2020

PRESENTATION BY: Deborah Condo, Deputy Director of Human Resources

RECOMMENDATION: Removal of residency requirement for Director Positions

REPORT-IN-BRIEF: Given Washington County's location in the tri-state area and that Washington County employees also live in neighboring Counties of bordering states, the County is limiting or eliminating the usefulness, benefit, and value of experienced existing personnel who would ideally follow natural development and progression into Director roles.

DISCUSSION: Open for discussion

FISCAL IMPACT: Unknown

CONCURRENCES: NA

ALTERNATIVES: Keep residency requirement

ATTACHMENTS: NA

AUDIO/VISUAL NEEDS: NA