



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

BOARD OF COUNTY COMMISSIONERS
December 15, 2020
OPEN SESSION AGENDA

In response to the existing State of Emergency, this meeting of the Board of County Commissioners will be conducted with a virtual component allowing for Commissioner and Staff participation via remote video conference. 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: *December 8, 2020*
- 10:05 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:15 AM** **STAFF COMMENTS**
- 10:20 AM** **BOARD OF ELECTIONS RECOGNITION OF COUNTY GOVERNMENT CONTRIBUTIONS TO THE 2020 PRESIDENTIAL GENERAL ELECTION** – *Barry Jackson, Deputy Election Director, Board of Elections*
- 10:30 AM** **WASHINGTON COUNTY AGRICULTURAL ORGANIZATION FACILITY AGREEMENT** – *Andrew Eshleman, Director, Public Works*
- 10:35 AM** **LAND AND WATER CONSERVATION FUND** – *Andrew Eshleman, Director, Public Works*
- 10:40 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-20-0053)** – *Brandi Naugle, Buyer, Purchasing*
- 10:45 AM** **INSURANCE RENEWAL FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION** – *Tracy McCammon, Risk Management Coordinator, Human Resources; Patrick Buck, CBIZ Insurance Services*
- 10:50 AM** **MARYLAND AGRICULTURAL LAND PRESERVATION PROGRAM** – *Chris Boggs, Land Preservation Planner, Planning & Zoning*
- 10:55 AM** **ADOPT TEXT AMENDMENT TO SOLID WASTE MANAGEMENT & RECYCLING PLAN** – *Kirk Downey, County Attorney*
- 11:00 AM** **RURAL BROADBAND GRANT APPLICATION** – *Josh O'Neal, Director, Information Systems; Susan Buchanan, Director, Grant Management; Curtis Pendleton & Ed Brinkley, Antietam Broadband*
- 11:00 AM** **SENATOR AMOSS FUNDING ALLOCATION** – *Dave Hays, Director, Emergency Services*
- 11:05 AM** **2019 EMPG SPENDING REQUEST** – *Dave Hays, Director, Emergency Services*

11:10 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; to consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; and to consult with counsel to obtain legal advice on a legal matter)*

11:55 AM ADJOURNMENT

Agenda Report Form

Open Session Item

SUBJECT: Board of Elections Recognition of County Government Contributions to the 2020 Presidential General Election

PRESENTATION DATE: December 15, 2020

PRESENTATION BY: Barry Jackson, Deputy Election Director

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: The Washington County Board of Elections recognizes the many contributions made by multiple departments within Washington County Government to help make the 2020 Presidential General Election a success.

DISCUSSION: Now that the 2020 Presidential Election is over, we take time to reflect and recognize the many contributions made by county employees and officials to ensure its success.

Due to the Coronavirus pandemic, it was necessary for election officials to create new ways to ensure voters had access to the ballot in a safe and secure manner. After conducting the Primary Election as Vote by Mail with limited in person voting, the State Board of Elections (SBE) and Governor Hogan agreed on a hybrid approach to the General Election with a Vote by Mail option and expanded in person voting.

Recognizing that an historic election was being conducted under extremely difficult circumstances, many county representatives offered their expertise to assist the Board of Elections. Examples are as follows:

- Engineering and Construction Departments - Construction on the new Early Voting room at Virginia Avenue was accelerated to be ready in time for the June 2nd Primary Election. Many thanks to Scott Hobbs, Brennan Garrett, Rick Farley, and Ernie and Terry for making this a priority.
- Public Relations Department - Teresa Morningstar worked with Dannielle Weaver, Brittany Arizmendi and Katie Yoder, sending important information about the election on a nearly daily basis to the PR department. They turned the information into professional graphic arts for our social media pages. Jonathan Byrd converted our press releases into graphic arts and distributed them via broadcast email.
- Sheriff's Department - Deputies stayed in the Early Voting room to secure the voting equipment during the weekend before Early Voting began, then were there from 8PM to 6AM each night of Early Voting. Deputies also managed traffic on Virginia Avenue during the last few days of Early Voting and on Election Day. Deputies and municipal police also provided security at the Vote Centers on Election Day around the county.
- Human Resources and Budget and Finance – Because of the virus, we lost hundreds of election judges who were unable or unwilling to risk infection. We were also able to add many new election judges. We needed to add election judges to payroll quickly to help with the workload. Krista Hart and Stephanie Baker were instrumental in getting it done.
- Grant Management: Commissioner Meinelschmidt heard about the Center for Civic Life and Technology grant given to local boards of elections and brought it to Kirk Downey's attention. Kirk made Kaye Robucci aware, and Susan Buchanan worked with Kaye to apply for the grant, resulting in a

\$90K+ award. The money helped with the purchase of Personal Protective Equipment (PPE), security, and other expenses that would not have been incurred under normal circumstances.

- On October 29th, Kirk Downey emailed Kaye Robucci, asking if we needed any assistance from the county. Kaye replied that we could use additional law enforcement presence for security and traffic management. Kirk called Sheriff Mullendore and Hagerstown Police Chief Kifer, and they committed to the measures detailed above.
- Highways Department – Teresa Morningstar contacted Doug Levine to place electronic signs alerting voters about Early Voting. Doug worked with Teresa to craft the message and the dates and placement of the signs. He met with Barry Jackson when placing the signs and also at North High with Principal Aleshire to discuss traffic flow. Doug gave Barry his cell phone number to call if he needed anything. Kaye Robucci called Doug about complaints received about voters parking in the Autozone parking lot one Early Voting morning. By Noon that day, Doug placed an electronic sign in the Autozone parking lot prohibiting election parking there.
- Highways Department: Barry Jackson emailed Andrew Eshelman at 7:38PM on October 28th about his concern for the safety of the hundreds of voters in line at Early Voting and asked if the county had concrete barriers to protect them from oncoming vehicles. Andrew responded that evening that they could bring barriers from their shop west of Clear Spring on a trailer with a loader. At 6:30AM on October 29th, Zane Rowe and his team arrived at Early Voting and deftly placed the barriers in a pouring rain.
- Buildings, Grounds, & Facilities: During Early Voting, the new bathrooms in the Election Center were out of order, so Danny Hixson ordered port-a-pots installed outside for voters in line. Danny and Rick Farley also cleaned up the back portion of the facility and created a walkway to the back bathrooms for poll workers and voters.
- IT Department: When teleworking was required, Dave Elliott and the IT department provided laptops to our staff to work at home. Also, Damien Reisch and Doug Oliver installed the network cables in the new Election Center, which allowed us to connect pollbooks from separate areas of the room during Early Voting and on Election Day. Damien also configured our phones to be routed to the State's call center, helping to manage call volumes in the office with a small staff.
- GIS Department: Once Vote Center locations were determined, Bonn Poland created an interactive app for the website, where voters could type in their address and find the closest vote center(s). Bonn also updated our 100' no electioneering maps that we distribute to our election workers and candidates. On Andrew Eshelman's request, Joe Rathvon modified the pool wait time app he created in the summer to fit our needs for a vote center wait time app, which was a huge success.
- Transportation Department: During the Primary and General Elections, Kevin Cerrone offered the use of advertising space on available County Commuter buses at no charge to the Election Board.
- Alternative Sanctions: Heidi Arnao provided workers from among her clients to help with handing out equipment to election judges before the election and receiving equipment and supplies after the election.
- Board of Education: Mike Stouffer and his staff toured the high schools with us over a two day period, cleared the schedule and worked out logistics for us to be able to use the gyms on Election Day.

Of course, we could not forget the 482 election judges who answered the distress call and staffed our Early Voting and Election Day Vote Centers, donning masks, face shields and gloves and constantly cleaning for 15 hours each day, all to ensure the voters of Washington County had a safe and secure way to cast their vote. We are truly fortunate to have some of the best election judges in the state right here in Washington County!

Again, our thanks to the Washington County Government, our election judges, and our voters for making the 2020 Presidential General Election a success. It was truly a team effort!



Agenda Report Form

Open Session Item

SUBJECT: Washington County Agricultural Organization Facility Agreement

PRESENTATION DATE: December 15, 2020

PRESENTATION BY: Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION: To approve the execution of the Agreement for the Washington County Agricultural Organization to use the Washington County Agricultural Education Center to host the “Ag Expo” for a five (5) year period.

REPORT-IN-BRIEF: The Washington County Agricultural Organization desires to enter into a five (5) year agreement to use the Washington County Agricultural Center “Ag Center” for a two (2) week period during the summer months of each year for an agricultural event known as “Ag Expo.”

DISCUSSION: The term of the Agreement shall be five (5) years starting July 10, 2021 and ending July 26, 2025. The actual two week period, plus setup and tear down time for the annual use will be determined and mutually agreed upon by the parties each year.

FISCAL IMPACT: Annual rent/fee \$3,600

CONCURRENCES: County Attorney

ALTERNATIVES: Do not execute Agreement

ATTACHMENTS: Contract

AUDIO/VISUAL NEEDS: None

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this _____ day of _____, 2020, with an effective date of July 10, 2021, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland, 100 West Washington Street, Hagerstown, Maryland 21740 (hereinafter the "County") and **Washington County Agricultural Organization, Inc.**, 7313 Sharpsburg Pike, Boonsboro, Maryland (hereinafter "WCAO").

RECITALS

1. The County owns and controls the property known as the Washington County Agricultural Education Center located at 7313 Sharpsburg Pike, Boonsboro, Maryland 21713-8371 (the "Ag Center").

2. WCAO desires to utilize the Ag Center for a two (2) week period during the summer months of each year during the term of this Agreement for an agricultural event (and setup) known as "Ag Expo" ("Ag Expo").

3. The parties desire to enter into an agreement defining their rights, duties and liabilities relating to the WCAO's use of the Ag Center during Ag Expo.

NOW THEREFORE, in consideration of the mutual covenants, terms, obligations and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Use of the Ag Center. The County hereby leases to, permits and allows WCAO to use the property known as the Ag Center for a two (2) week period each year during the term of this Agreement for the annual event (and setup) known as Ag Expo, subject to the specific terms and conditions of this Agreement as provided for herein.

2. Term. The term of this Agreement shall be five (5) years commencing July 10, 2021 and ending July 26, 2025. However, the parties agree and acknowledge that although the term of this Agreement is five (5) years it is the specific intent of the parties that WCAO shall only lease and be permitted to utilize the Ag Center for a two (2) week

period, plus set up and tear down time to be determined and mutually agreed by the parties to at a later date by the parties, each summer during Ag Expo. The parties also agree and acknowledge that the actual dates for which WCAO shall lease and use the Ag Center as contemplated herein shall be determined upon the mutual agreement of the parties by January 1 of each year during the term of this Agreement.

3. Fee. WCAO shall pay to the County an annual rent/fee for the lease and use of the Ag Center for the two (2) week period for set up and event during Ag Expo as contemplated herein as follows:

2021-2025 \$3,600.00 for each two (2) week period

The above-referenced fee shall be paid by WCAO to the County on an annual basis at least thirty (30) days prior to the beginning of that year's Ag Expo. Failure by WCAO to submit the full amount to the County at least thirty (30) days prior to the beginning of Ag Expo during any year of this Agreement shall result in the loss of those dates for that year at which time those dates will then be available on a first come first served basis. No notice or reminder to pay the annual rent/fee shall be provided to WCAO by the County.

4. Security Deposit. WCAO shall deposit with the County a security deposit in the amount of Five Hundred (\$500.00) Dollars at least thirty (30) days prior to the beginning of Ag Expo each year during the term of this Agreement. The County and WCAO agree and acknowledge that the security deposit paid by WCAO to the County shall be retained by the County and shall be considered by both parties as the security deposit required to be paid under this Agreement. WCAO agrees and acknowledges that this executed Agreement shall be considered a receipt for the above-referenced security deposit. The County may apply the security deposit, in the County's sole discretion, for any of the following purposes: (i) non-payment of rent/fees; (ii) damage to the Ag Center property caused by WCAO in excess of normal wear and tear; or (iii) disposal or storage of personal property following the end of each year's Ag Expo or the expiration or earlier termination of this Agreement.

5. Insurance. During the term of this Agreement and more specifically during the two (2) week period each summer during the term of this Agreement, plus any additional set up and tear down time as mutually agreed to by the parties, that WCAO is using the Ag Center as contemplated herein, WCAO shall procure and maintain, at its own expense, the following type and amount of insurance:

Comprehensive General Liability Combined Single Limit - \$1,000,000 per occurrence for Bodily Injury and Property Damage.

Business Automobile Liability including coverage for all leased, owned, non-owned and hired vehicles, with minimum limits of \$1,000,000. Combined single limit for Bodily Injury or Property Damage.

The insurance carrier and the form and substance of all policies required herein shall be approved by the County. The insurance carrier shall be a responsible insurance carrier authorized to do business in the State of Maryland and shall have a policyholders' rating of no less than "A-" in the most recent edition of Best's Insurance Reports.

WCAO shall name the Board of County Commissioners of Washington County, Maryland and the Washington County Agricultural Education Center, Inc. as additional insureds on all policies required herein; and shall provide the County with a certificate of insurance evidencing the above-referenced insurance and requiring at least thirty (30) days advance notice, in writing, of any cancellation or material change to the policy prior to the execution of this Agreement and upon any renewal of any policy required by this Agreement.

Said policies or certificates shall be deposited with the County at least thirty (30) days prior to the beginning of Ag Expo during each year of this Agreement. The name of the insured on the certificate of insurance must be the same as the party to this Agreement.

6. Compliance with Laws. WCAO shall fully comply with all laws, rules, regulations and guidelines of federal, State and local government or any other governmental authority or agency which may be applicable to the Ag Center. WCAO shall also comply with all reasonable rules and regulations adopted by the County relating to the Ag Center, including but not limited to, the Washington County Agricultural Education Center Facility Usage Policy for Renters, which is attached hereto as Exhibit A, as may be amended from time to time. WCAO shall pay all costs, claims, fines, fees and damages which may arise out of the failure of WCAO to comply with the provisions of this Paragraph and shall fully indemnify and hold the County harmless from all liability resulting from any acts of WCAO, WCAO's employees, attendees or invitees.

7. Permits, Licenses and Inspections. Any and all permits, licenses and inspections required by federal, State or County agencies are the sole responsibility of WCAO, who shall timely supply County with proof of compliance and satisfactory completion of any and all inspections.

8. Indemnification. WCAO shall hold harmless and fully indemnify the County and the Washington County Agricultural Education Center, Inc. from and against any and all fines, claims, suits, demands, actions, causes of action, liability and damages of any kind or nature including, but not limited to personal injury, death or property damage arising in connection with WCAO's use or occupancy of the Ag Center, or the act or omission of WCAO, WCAO's agents, servants, or invitees (including reasonable attorney's fees, litigation expenses and court costs incurred by the County in defending against any such claim or in the enforcement of this Paragraph). Such indemnification of the County by WCAO shall be effective without regard to whether such damage or injury may result in whole or in part from the negligence of the County or any of its agents, employees, contractors, guest licensees or invitees.

9. Maintenance. WCAO shall be fully responsible for the following relating to its use of the Ag Center during Ag Expo as contemplated herein:

(a) all trash collection shall be deposited in two (2) dumpsters provided by WCAO, at its sole cost and expense;

(b) securing and providing all electrical upgrades necessary to accommodate any and all vendors, exhibits and shows occurring during Ag Expo and obtaining all permits and arranging for all required electrical inspections by the Washington County Department of Permits and Inspections prior to the opening day of the event;

(c) daily cleaning of all buildings, pavilions and restrooms during and following Ag Expo, including keeping paper supplies stocked in all restrooms;

(d) all final clean up following the end of Ag Expo; and,

(e) grading and seeding of all areas at the Ag Center damaged by WCAO, any participants, vendors, visitors, attendees or invitees of WCAO.

10. Food Concessions. The County specifically reserves the right to all food concessions in, on or about the Ag Center, including but not limited to the kitchen located in the multi-purpose building, with the exception of concessions contracted separately by WCAO and which are located outside of the buildings or pavilions located at the Ag Center. The parties acknowledge however that the County does not guarantee to provide food concessions and therefore, may transfer these rights to WCAO if it determines that it is in the best interest of the County to do so. WCAO may submit a request for the use of the kitchen facilities at least one hundred twenty (120) days prior to Ag Expo. If WCAO assumes responsibility of the multi-purpose kitchen in any given year during the term of this Agreement, WCAO shall provide a certificate of insurance and evidence of Health Department approval to the County from their vendor. WCAO shall, at its sole cost and expense, replace all propane used from the County's propane tank. All other terms and conditions of said use of the kitchen facilities shall be mutually agreed upon prior to the opening day of Ag Expo during any given year of this Agreement.

11. Storage Charges. Storage and removal fees and charges shall be charged to and be the responsibility of WCAO for personal property or other items left in, on or about the grounds of the Ag Center following Ag Expo during each year of this Agreement. This includes any personal property, item, vehicle, etc., whether left by WCAO, any vendor of WCAO, invitee or attendee of WCAO.

12. Address of County. WCAO shall remit all payments and items due under this Agreement to:

Board of County Commissioners of Washington County, Maryland
c/o David R. Brooks
Parks & Recreation Department
1307 S. Potomac Street
Hagerstown, Maryland 21740
240-313-2807
240-791-3481 (fax)

13. Damages. WCAO assumes all responsibility for any injury, damage or loss to the Ag Center, or to any other property placed in, on or about the Ag Center during WCAO's use of the Ag Center during Ag Expo. No bailment is intended to be created by this Agreement. WCAO is encouraged to maintain property damage insurance on any personal property which is kept in, on or about the Ag Center.

14. WCAO's Obligations Upon the End of Ag Expo and the Expiration of this Agreement. During the term of this Agreement, following the end of Ag Expo each year during the term of this Agreement, WCAO shall remove all personal property from the Ag Center, leave the Ag Center in a clean, orderly and rentable condition and return all keys and other equipment to the County.

15. Default. In the event of a default by WCAO of any provision of this Agreement, the County shall have all of the rights accorded under Maryland Law, including the right to recover consequential damages resulting from WCAO's occupancy of the Ag Center beyond the end of Ag Expo or the expiration or earlier termination of this Agreement. In any action brought by or against the County in the interpretation or enforcement of this Agreement, WCAO, in addition to all other damages, shall pay the reasonable value of attorney's services incurred by the County in such action, together with the County's litigation expenses and court costs. This provision shall apply regardless of whether the County is represented in such proceedings by an attorney employed by the County.

16. Right of Entry. The County, its agents, servants, employees and contractors, and others with the consent of the County, reserves and shall have the absolute right, without notice, to enter the Ag Center at all times and for any reason during the term of this Agreement and more specifically during the two (2) week period each year that WCAO is leasing and using the Ag Center, including but not limited to, inspecting the same, making repairs, improvements, or betterments to the Ag Center or for any other lawful purpose.

17. Notices. Except as otherwise provided in this Agreement, all notices to be given to WCAO under the terms of this Agreement shall be personally delivered to WCAO, or mailed by certified mail or commercial overnight courier to WCAO at the address specified on page 1 of this Agreement or to such other mailing address provided by WCAO to the County. All notices to the County shall be given in the same manner.

18. Binding Effect. This Agreement shall be binding upon and inure to the parties hereto, and their respective heirs, personal representatives, successors and assigns.

19. Non-Waiver. The failure of the County to insist upon compliance with any

term of this Agreement shall not be deemed a waiver of any right to enforce such provision.

20. Headings. The headings as used herein are used for convenience or reference only and do not in any way define, limit or describe the scope or intent of this Agreement.

21. Severability. The invalidity or unenforceability of one provision of this Agreement shall not affect the validity or enforceability of the other provisions.

22. Governing Law. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Maryland.

23. Modification of this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of either party.

24. Recitals. The recitals are incorporated into this Agreement as substantive provisions.

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

WITNESS:

WASHINGTON COUNTY AGRICULTURAL
ORGANIZATION, INC.

Secretary

By: _____ (SEAL)
Joe Frey, President

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

Krista Hart, Clerk

By: _____ (SEAL)
Jeffrey A. Cline, President

Approved for execution by the County:

Andrew E. Eshleman, Director
Washington County Division of Public Works

Approved as to form and legal sufficiency:

B. Andrew Bright
Assistant County Attorney

Agenda Report Form

Open Session Item

SUBJECT: Land and Water Conservation Fund – Approval to Submit Application and Accept Awarded Funds

PRESENTATION DATE: December 15, 2020

PRESENTATION BY: Andrew Eshleman, Director, Public Works

RECOMMENDED MOTION: Move to approve the submission of the grant application for the Land and Water Conservation Fund, in the amount of \$340,000 and to accept awarded funding.

REPORT-IN-BRIEF: The Land and Water Conservation Fund Act established a federally funded program to provide 50/50 matching grants to state and local governments for the purpose of acquiring and /or developing public outdoor recreational areas and facilities. The program is intended to create and maintain a nationwide legacy of quality public outdoor recreational resources as well as to stimulate non-federal investments in the purchase, development, maintenance and protection of these highly valued outdoor recreation areas.

DISCUSSION: The grant will support the development of multi-use trails (walking, hiking and biking) at Regional Park. Trails were the number one requested need by a 2:1 margin in a 2019 Parks Capital Planning Survey. The nearby Robinwood and Mt. Aetna Road corridor is largely residential, but lack these facilities. The project would construct approximately two miles of Class 4 stone surfaced trails and an approximate 50 space new parking lot off Landis Road. The trail network would be constructed on existing County owned property between Regional Park on Mt. Aetna Road and Landis Road. The trail network would cross varied terrain and habitat and offer vistas of South Mountain, farmland, and the Golf Course. If successful, federal capital grant funds will be used to supplement Program Open Space funds to reduce the project development phasing, construction timeline, and improve the quality of the trails.

The Office of Grant Management has reviewed the grant application and funding guidelines. There is a match requirement of 50% associated with this grant. The match will be comprised of a combination of local funding, Recreational Trail Grant funds (pending successful application) and Program Open Space Funds. If the pending Recreational Trail Grant funds are not secured, the project scope may need to be reduced.

FISCAL IMPACT: If awarded, the Land and Water Conservation Fund grant will provide \$340,000 for the development of multi-use trails. Matching funds will be provided by Program Open Space, Recreational Trail Grant funds, and local funding. Currently \$80,000 of local funding for the project is included in the FY22 CIP. The total amount of local funding necessary for the project will be dependent upon the amount of awarded grant funds.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management

ALTERNATIVES: Deny approval for the submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-20-0053) - One (1) John Deere 5115M Utility Tractor for Hagerstown Regional Airport.

PRESENTATION DATE: December 15, 2020

PRESENTATION BY: : Brandi Naugle, CPPB, Buyer

RECOMMENDED MOTION: Move to authorize by Resolution, for the Hagerstown Regional Airport to purchase one (1) John Deere 5115M Utility Tractor for a total cost of \$138,073.28 and to utilize another jurisdiction's contract that was awarded by Baltimore County Public Schools, (Contract LKO-402-20-001) to John Deere of Cary, NC.

REPORT-IN-BRIEF: The Hagerstown Regional Airport is requesting to purchase one (1) utility tractors to replace a tractor that is thirty-five (35) years old and exceeds the County's Vehicle and Equipment Types and Usage Guidelines. The County's replacement guidelines for utility tractors is recommended at a ten (10) year economic life cycle. The replaced utility tractors will be advertised on GovDeals.com for auctioning.

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 600400-35-45010 (EQP031).

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Smith Implements Inc. Quote dated 10/15/2020

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

Jayne Finafrock

Smith's Implements, Inc.
3213 Black Gap Road
Chambersburg, PA 17201

Tel: 717-263-4103

Fax: 717-263-8807

Email: jfinafrock@smithsimp.com



Quote Id: 23253177

**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.
3213 Black Gap Road
Chambersburg, PA 17201
717-263-4103
rsmith@smithsimp.com

03 December 2020
18434 SHOWALTER RD
HAGERSTOWN, MD 21742

Jayme Finafrock
717-263-4103
Smith's Implements, Inc.



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.
3213 Black Gap Road
Chambersburg, PA 17201
717-263-4103
rsmith@smithsimp.com

Quote Summary

Prepared For:

HAGERSTOWN REGIONAL AIRPORT
18434 SHOWALTER RD
HAGERSTOWN, MD 21742
Business: 301-313-2765

Delivering Dealer:

Smith's Implements, Inc.
Jayme Finafrock
3213 Black Gap Road
Chambersburg, PA 17201
Phone: 717-263-4103
jfinafrock@smithsimp.com

Quote ID: 23253177
Created On: 03 December 2020
Last Modified On: 03 December 2020
Expiration Date: 02 January 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5115M Utility Tractor	\$ 138,073.28 X	1 =	\$ 138,073.28
Contract: MD State of Maryland 001B0600298 (PG YL CG 22)			
Price Effective Date: December 1, 2020			
Equipment Total			\$ 138,073.28

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 138,073.28
Trade In	
SubTotal	\$ 138,073.28
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 138,073.28
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 138,073.28

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 23253177

Customer Name: HAGERSTOWN REGIONAL AIRPORT

**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.
3213 Black Gap Road
Chambersburg, PA 17201
717-263-4103
rsmith@smithsimp.com

JOHN DEERE 5115M Utility Tractor

Hours:

Stock Number:

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

Selling Price *
\$ 138,073.28

Price Effective Date: December 1, 2020

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
254CLV	5115M Utility Tractor	1	\$ 73,218.00	23.00	\$ 16,840.14	\$ 56,377.86	\$ 56,377.86
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
1380	16F/16R PowrReverser™	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2055	Standard Cab	1	\$ 12,736.00	23.00	\$ 2,929.28	\$ 9,806.72	\$ 9,806.72
2120	Air Suspension seat	1	\$ 919.00	23.00	\$ 211.37	\$ 707.63	\$ 707.63
2400	Less Instructional Seat	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirror Telescopic LH & RH	1	\$ 330.00	23.00	\$ 75.90	\$ 254.10	\$ 254.10
3025	Corner Post Deluxe Exhaust	1	\$ 653.00	23.00	\$ 150.19	\$ 502.81	\$ 502.81
3326	3 Mechanical Stackable Rear SCV	1	\$ 959.00	23.00	\$ 220.57	\$ 738.43	\$ 738.43
3400	Less Mid SCVs	1	\$ -1,046.00	23.00	\$ -240.58	\$ -805.42	\$ -805.42
3820	Two Speed PTO - 540/540E	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Mechanical Rear Hitch Control	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
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
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

Selling Equipment

Quote Id: 23253177

Customer Name: HAGERSTOWN REGIONAL AIRPORT

**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.
3213 Black Gap Road
Chambersburg, PA 17201
717-263-4103
rsmith@smithsimp.com

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
8280	Rear Window Wiper	1	\$ 308.00	23.00	\$ 70.84	\$ 237.16	\$ 237.16
8725	Beacon Light LH Side mounted - (RH side traffic)	1	\$ 225.00	23.00	\$ 51.75	\$ 173.25	\$ 173.25
Standard Options Total			\$ 15,084.00		\$ 3,469.32	\$ 11,614.68	\$ 11,614.68
Dealer Attachments/Non-Contract/Open Market							
BSJ10442	Backup Alarm Kit	1	\$ 176.00	23.00	\$ 40.48	\$ 135.52	\$ 135.52
AL203265	Service Horn	1	\$ 43.88	23.00	\$ 10.09	\$ 33.79	\$ 33.79
	FLUID FLUID	1	\$ 600.00	23.00	\$ 138.00	\$ 462.00	\$ 462.00
00888190	Freight	1	\$ 2,237.66	23.00	\$ 514.66	\$ 1,723.00	\$ 1,723.00
00888990	Dealer Mounting Charge	1	\$ 9,274.00	23.00	\$ 2,133.02	\$ 7,140.98	\$ 7,140.98
02997504	21 ft. Dual Wing Interstater	1	\$ 78,682.40	23.00	\$ 18,096.95	\$ 60,585.45	\$ 60,585.45
Dealer Attachments Total			\$ 91,013.94		\$ 20,933.21	\$ 70,080.74	\$ 70,080.74
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 179,315.94		\$ 41,242.67	\$ 138,073.27	\$ 138,073.28



Agenda Report Form

Open Session Item

SUBJECT: Insurance Renewal for Washington County Volunteer Fire & Rescue Association beginning January 1, 2021 through January 1, 2022

PRESENTATION DATE: December 15, 2020

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

RECOMMENDED MOTION: Move to renew the commercial property, auto and casualty package with VFIS Insurance Company at the estimated premium of \$343,930 and workers compensation insurance with Chesapeake Employers Insurance Company at the estimated premium of \$383,529. Also, renew the additional cyber liability with Hiscox Insurance Company at the estimated premium of \$3,893.

REPORT-IN-BRIEF: We had the insurance marketed in 2019 where VFIS and Chesapeake submitted the lowest proposals at that time. As such, the County and the Association expressed their intentions to remain with these incumbent insurers, as they have provided satisfactory coverage and services.

DISCUSSION: Unfortunately the insurance market is continuing to harden, with no expectation of relief in the upcoming years. Different types of coverages are being impacted more than other coverages. The market is seeing consistent increases in renewal premiums along with tightening of underwriting guidelines and coverage offerings. So, now would not be a good time to market the insurance package. However, the volunteer companies have worked hard to keep their claim losses down, providing a decrease in some premiums.

FISCAL IMPACT: Total premium for all coverages is \$731,352. Actual premiums paid for CY2020 was \$861,574. There is a savings in premium of \$130,222. We are well within budget. VFIS requires a down payment of \$85,983 due on January 1, 2021. The remaining balance will be paid in nine monthly installments. Chesapeake Employers Insurance also requires a down payment of \$95,882 on January 1, 2021. Again, the remaining balance will be paid in nine monthly installments

CONCURRENCES: Sara Greaves, CFO

ALTERNATIVES: Complete market bids with a lapse in coverage

ATTACHMENTS: Premium Comparison

AUDIO/VISUAL NEEDS: N/A

Washington County Volunteer Fire & Rescue
January 1, 2021 - 2022 Program Renewal
Premium Comparison

	<u>Expiring</u>	<u>Renewal</u>		
	<u>1/1/2020-2021</u>	<u>1/1/2021-2022</u>	<u>\$ Difference</u>	<u>% Difference</u>
<u>VFIS</u>				
Property	\$66,728	\$65,525	-\$1,203	-1.80%
Crime	\$15,782	\$12,992	-\$2,790	-17.68%
Portable Equipment	\$6,493	\$6,045	-\$448	-6.90%
General Liability	\$36,709	\$40,539	\$3,830	10.43%
Management Liability	\$14,797	\$13,882	-\$915	-6.18%
Excess Liability	\$30,054	\$30,673	\$619	2.06%
Auto	\$174,146	\$174,274	\$128	0.07%
Total VFIS	\$344,709	\$343,930	-\$779	-0.23%
 Cyber Liability - Additional	 \$3,707	 \$3,893	 \$186	 5.02%
 <u>Chesapeake Employers</u>				
Workers' Compensation	\$513,158	\$383,529	-\$129,629	-25.26%
 Grand Total	 \$861,574	 \$731,352	 -\$130,222	 -15.11%

Current Deductibles and Limits

Property	\$500 deductible
Crime	\$100,000 blanket limit
Portable Equipment	\$250 deductible
General Liability	\$3,000,000 aggregate limit
Management Liability	\$3,000,000 aggregate limit
Excess Liability	\$3,000,000 occurrence / \$6,000,000 aggregate limit
Auto	\$1,000 Collision

Agenda Report Form**Open Session Item**

SUBJECT: Maryland Agricultural Land Preservation Program (MALPP) 60/40 Match for FY 2021

PRESENTATION DATE: December 15, 2020

PRESENTATION BY: Chris Boggs, Land Preservation Planner, Planning and Zoning

RECOMMENDED MOTION: Move to approve a \$450,000.00 commitment from the County Agricultural Transfer Tax, State Agricultural Transfer Tax and County Real Estate Transfer Tax to the 60/40 match component of the MALPP easement program for FY 2020 Cycle.

REPORT-IN-BRIEF: Each year MALPP asks counties if they want to obligate funds to the 60/40 match portion of the Land Preservation Easement Program. Land Preservation staff is recommending that Washington County designate \$450,000 as its 40% local match in order to receive the 60% State match of \$675,000.

The commitment requested today will result in total funding of about \$1,925,000 for easement purchases in FY 21 (including approximately \$800,000 of general allotment funds that all counties receive). Agricultural Transfer Taxes collected each year are restricted for use in preservation programs and are not General Fund dollars.

DISCUSSION: For clarity sake, State funding contributions to the Ag Preservation Program result from the following distributions. The entire MALPP fund is divided in half. One half is divided equally among all Maryland counties which will result in an FY 2020 “General Allotment” of approximately \$800,000 for each County. The remaining half is divided among only those Counties that make local commitments to the 60/40 matching program and is used for the State’s 60% contribution. The County may add General Funds dollars to its 40% match which would result in additional matching funds from the State and an increase in the total amount available for easement purchases.

FISCAL IMPACT: This 60/40 match commitment and General Allotment money results in funds for land preservation easement purchases on 4 farms. There are no General Funds involved. \$200,000 of the request comes from the County’s Real Estate Transfer Tax; \$200,000 comes from the County’s Agricultural Transfer Tax; and \$50,000 comes from the State Agricultural Transfer Tax.

CONCURRENCES: The Agricultural Land Preservation Advisory Board has endorsed the use of the above funding source for the 60/40 match.

ALTERNATIVES: Make no commitment to the matching program; or commit further funding to the 60/40 match through the use of County General Funds.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Formal Approval to Adopt the Text Amendment to Solid Waste Management and Recycling Plan for Washington County, Maryland (SW-20-001)

PRESENTATION DATE: December 15, 2020

PRESENTATION BY: Kirk C. Downey, County Attorney

RECOMMENDED ACTION: Move to adopt the Resolution to Adopt the Text Amendment to Solid Waste Management and Recycling Plan for Washington County, Maryland (SW-20-001).

REPORT-IN-BRIEF: On November 17, 2020, the Board of County Commissioners (the “Commissioners”), conducted a public hearing on text amendments to the Solid Waste Management and Recycling Plan for Washington County, Maryland, required by legislation passed during the 2019 session of the Maryland General Assembly. After the public hearing, the Commissioners reached unanimous consensus to approve the requested Text Amendment and directed the County Attorney’s Office to prepare the required Resolution. The Resolution has been prepared and is attached hereto.

DISCUSSION: The Solid Waste Management and Recycling Plan is a policy document aimed at providing the County a plan for safe and adequate management of solid waste. The plan has a ten-year horizon period that addresses the management of solid waste and recycling efforts in the County. The goal of this plan is to provide facilities that are adequate to treat, recover, dispose, and/or recycle solid waste to protect our environment and our citizens. The legislation that passed requires Counties to include Office Recycling Plans into their Solid Waste Management and Recycling Plan. The purpose of the office recycling plan legislation is to require large office complexes (greater than 150,000 sq. ft.) to implement recycling plans and strategies to help divert recyclable waste from local landfills.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Resolution

AUDIO/VISUAL NEEDS: None

RESOLUTION NO. _____

**ADOPTION OF TEXT AMENDMENT TO
SOLID WASTE MANAGEMENT AND RECYCLING PLAN
FOR
WASHINGTON COUNTY, MARYLAND
(SW-20-001)**

RECITALS

The Board of County Commissioners of Washington County, Maryland, (the “Board”) adopted the 2011-2021 Solid Waste Management and Recycling Plan for Washington County, Maryland, including the 2013 and 2014 Amendments and Update, (the “Plan”) on August 5, 2014, as required by Md. Code, Environment Article, Sections 9-501 through 9-521.

The Board and the Washington County Planning Commission (the “Planning Commission”) held a joint public hearing for the purpose of taking testimony on a proposed amendment on November 17, 2020, pursuant to public notice duly given as required by Section 9-503(d).

Notice was given to the principal elected official of each municipal corporation affected by this amendment at least 14 days prior to the public hearing, pursuant to Section 9-503(d)(1)(ii).

The amendment is being made in accordance with new legislation passed by the Maryland General Assembly in 2019. The law became effective on October 1, 2019, and amends Sections 9-1703 and 9-1714 of the Environmental Article, Annotated Code of Maryland. Section 9-1703 (b) (15) of the Environmental Article, Annotated Code of Maryland requires Washington County to revise its recycling plan within the Solid Waste Management Plan by October 1, 2020. The purpose of this amendment is to establish a plan that requires office building owners to be responsible for fulfilling recycling requirements throughout their buildings.

It is the opinion of the Planning Commission and the Board that approval of this amendment is necessary in order to provide consistent implementation of the County’s land use policies and regulations.

The Board has considered the recommendation of the Planning Commission, the Planning staff reports, and any comments received as part of the public hearing before the Planning Commission and the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that the Solid Waste Management and Recycling Plan for Washington County, Maryland, be, and is hereby amended to include the following:

5.1.8.1 Office Building Recycling Plan

Collection and Marketing

In accordance with Section 9-1714 of the Environment Article of the Annotated Code of Maryland, passed in 2019 by the Maryland State Legislature, office building owners will be responsible for providing all containers necessary to fulfill recycling requirements throughout their buildings that have 150,000 square feet or greater of office space, as well as determining the collection schedule directly with the collection contractor. Each owner of the participating office building must provide by October 1, 2021, recycling receptacles for the collection of paper and cardboard, metals, and plastic materials and for the removal for further recycling of recyclable materials deposited into the recycling receptacles. Distinctive colors and/ or markings of recycling containers should be provided to avoid cross contamination. Office building owners must ensure collection and transportation of recyclable materials from office building locations to markets or tipping as commercial recycling at a processing and transfer station at the prevailing tipping fee rate. Owners and/or tenants will be responsible for placing recyclables in building recycling bins prior to their removal on the scheduled pick up day.

Adopted and effective this ____ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

Jeffrey A. Cline, President

Approved as to form and
and legal sufficiency:

Kirk C. Downey
County Attorney

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



Agenda Report Form

Open Session Item

SUBJECT: Rural Broadband Grant Application Submittal

PRESENTATION DATE: December 15, 2020

PRESENTATION BY: Josh O'Neal, Director, Division of Information Systems, Susan Buchanan, Director, Office of Grant Management, Curtis Pendleton and Ed Brinkley, Antietam Broadband

RECOMMENDED MOTION: Move to approve the submission of a grant application to the FY21 Expansion of Existing Broadband Networks Funding Program requesting up to \$200,000 to allow Antietam Broadband to extend service to residents living on Kaetzel Road and to accept funding as awarded contingent upon the execution of an agreement between the County and Antietam Broadband.

REPORT-IN-BRIEF: Antietam Broadband has requested that the County submit an application requesting up to \$200,000 from the FY21 Expansion of Existing Broadband Networks Funding Program to assist the organization's cost of expanding broadband service to unserved residents in the Kaetzel Road area. The grant programs requires applications be submitted by counties or municipalities partnering with an ISP (Internet Service Provider).

DISCUSSION: In response to requests from residents living in the area of Kaetzel Road, Antietam Broadband is seeking to partner with Washington County on a grant application submission to the FY21 Expansion of Existing Broadband Networks Funding Program requesting up to \$200,000 to assist with the costs of extending broadband service to the area.

The grant is offered by the Governor's Office of Rural Broadband and requires ISPs to partner with a county or municipality to submit the grant application. The grant will pay for capital costs associated with the expansion and applicants must provide at least 50% of the funding for the project. Antietam Broadband will be providing the matching funds for the project and will be the owner of the improvements. Antietam Broadband's match is contingent upon a contribution from the residents served, if the contribution is not sufficient the grant award will not be accepted.

If the grant application is successful and prior to award of funds, the County will enter into an agreement with Antietam Broadband outlining roles and responsibilities of the partnership on the grant funded project and the County will enter into a MOU with the Governor's Office of Rural Broadband.

FISCAL IMPACT: There is no fiscal impact to the County, awarded funds will be transferred to Antietam Broadband. There is a 50% matching requirement associated with the grant, which will be provided by Antietam Broadband.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Senator Amoss Funding Allocation

PRESENTATION DATE: 12/15/2020

PRESENTATION BY: R. David Hays, Director of Emergency Services

RECOMMENDED MOTION: Move to accept the recommendations of the Director of Emergency Services, authorizing the Division of Emergency Services to make notification of the grant award from the FY 2021 Senator William H. Amoss Fire, Rescue, and Ambulance Fund subsidy as outlined in the attached document. The total fiscal year 2021 funding received by the County is \$344,909.00

REPORT-IN-BRIEF: The State of Maryland distributes an annual payment to each County for support of local fire and rescue operations. The County in turn makes notification of the funding to the eligible vol. fire and rescue corporations. Financial accountability and reporting are handled within the Division of Emergency Services and the Division of Budget and Finance, with the County filing a financial report with the State on an annual basis.

DISCUSSION: The Senator William H. Amoss Fire, Rescue and Ambulance Fund is authorized within the Public Safety Article of the Annotated Code of Maryland. The Maryland Emergency Management Agency is responsible for the program.

FISCAL IMPACT: Loss of funding would result in the reduction of capital equipment funding and expenditures that are available to the independent fire and EMS companies.

CONCURRENCES: Director, Division of Emergency Services; Director, Office of Budget and Finance

ALTERNATIVES: None

ATTACHMENTS: Fiscal Year 2020 Distribution Matrix

AUDIO/VISUAL TO BE USED: None

Washington County, Maryland
Allocation of 508 State Grant Funds

Fiscal Year 2021

<u>Fire</u>		Total Distributions	Amount
Hagerstown Fire Department	1468	6	79,594.00
First Hose Company of Boonsboro	920	1	13,265.75
Clear Spring Volunteer Fire Company	396	1	13,265.75
Williamsport Volunteer Fire and EMS	2651	1	13,265.75
Community Volunteer Fire Company	699	1	13,265.75
Funkstown Volunteer Fire Company	1377	1	13,265.75
Volunteer Fire Company of Halfway	1498	1	13,265.75
Leitersburg Volunteer Fire Company	1688	1	13,265.75
Maugansville Goodwill Volunteer Fire Company	1813	1	13,265.75
Smithsburg Community Volunteer Fire Company	2310	1	13,265.75
Sharpsburg Volunteer Fire Company	2224	1	13,265.75
Potomac Valley Volunteer Fire Company	2068	1	13,265.75
Hancock Volunteer Fire Company	1510	1	13,265.75
Longmeadow Volunteer Fire Company	1698	1	13,265.75
Mt. Aetna Volunteer Fire Company	1908	1	13,265.75
Total Distribution - Fire		20	265,314.50
 <u>EMS</u>			
Sharpsburg Area Emergency Medical Service	6013	1	13,265.75
Hancock Rescue Squad	1502	1	13,265.75
Boonsboro Area Emergency Medical Service	281	1	13,265.75
Clear Spring Volunteer Ambulance Club	393	1	13,265.75
Smithsburg Area Emergency Medical Service	2309	1	13,265.75
Community Rescue Service, Inc.	1035	1	13,265.75
Total Distribution - EMS		6	79,594.50
 Grand Total		26	344,909.00



Agenda Report Form

Open Session Item

SUBJECT: 2019 EMPG Spending Request

PRESENTATION DATE: December 15, 2020

PRESENTATION BY: R. David Hays - Director, Division of Emergency Services (DES)

RECOMMENDATION: To authorize the purchase of (6) Motorola 8500 Dual Band mobile radios at a cost of \$7,100.00 each, 4 Harris dual band portable radios at a cost of \$4,300.00 each, (4) spare Harris portable radio batteries and (4) Harris radio vehicle chargers at a cost of \$129.50 each. The total for this motion is \$60,672.00

REPORT-IN-BRIEF: In planning for the projects that are allowable in the EMPG funding category, radio system communications and interoperability is included as one of the primary uses authorized under this funding opportunity. The purchase of these new radio assets will further enhance the ability of Washington County to communication with other local and state resources.

DISCUSSION: These radios will provide for a technology upgrade of the radio systems in the Counties Mobile Command Center (MCC1). MCC1 provides vital support to the Washington County Sheriff's Office, Hagerstown City Police, Hagerstown Fire Department, Office of Emergency Management and the Division of Emergency Services. Oftentimes, agencies find the need to have complex on-sight communications and information Technologies. MCC1 is the primary County asset that provides these services throughout the system.

The purchases will be made utilizing existing County contracts for mobile and portable assets.

FISCAL IMPACT: \$60,672.00 (Grant Funded)

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: None