



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

October 25, 2022

OPEN SESSION AGENDA

- 10:00 AM MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
 CALL TO ORDER, *President Jeffrey A. Cline*
 APPROVAL OF MINUTES: *October 11, 2022*
- 10:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 AM STAFF COMMENTS
- 10:20 AM CITIZEN PARTICIPATION
- 10:25 AM HCC DENTAL HYGIENE PROGRAM - RECOGNIZING DENTAL HYGIENE MONTH
 Dr. James Klauber, President, Hagerstown Community College
- 10:35 AM HOTEL RENTAL TAX FUNDING REQUEST, CLEAR SPRING DISTRICT HISTORICAL ASSOCIATION
 Susan Buchanan, Director, Grant Management; Juanita Grimm, Town of Clear Spring
- 10:45 AM HOTEL RENTAL TAX FUNDING REQUEST, THE HOUSE ON JONATHAN STREET DOCUMENTARY
 Susan Buchanan, Director, Grant Management; Dan Spedden, Hagerstown/Washington County Convention & Visitors Bureau; Russ Hodge, 3 Roads Communications, Inc.
- 10:55 AM GRANT GUIDELINES – NONPROFIT SURPLUS FUNDING
 Susan Buchanan, Director, Grant Management
- 11:10 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-0098) – (RENTAL) OF ELECTRONIC MONITORING EQUIPMENT/SERVICES FOR WASHINGTON COUNTY SHERIFF'S OFFICE AND DAY REPORTING CENTER
 Rick Curry, Director, Purchasing; Major Craig Rowe, Warden, Washington County Detention Center
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-0099) – RADIO EQUIPMENT FOR THE WASHINGTON COUNTY DETENTION CENTER
 Rick Curry, Director, Purchasing; Major Craig Rowe, Warden, Washington County Detention Center

- 11:15 AM CONTRACT AWARD – FACILITIES DESIGN SERVICES (PUR-1481) –
PATROL/ DETENTION CENTER
Scott Hobbs, Director, Engineering; Sheriff Douglas Mullendore, Washington County Sheriff's Office
- 11:20 AM DISCUSSION OF ZONING PROCESSES
Jill Baker, Director, Planning and Zoning
- 11:35 AM AGRICULTURE – FACES OF FARMING PRESENTATION
Leslie Hart, Business Development Specialist, Business Development
- 11:40 AM PRESENTATION OF 2022-2023 FARM OF THE YEAR
Leslie Hart, Business Development Specialist, Business Development
- 11:45 AM PROCLAMATION FOR ECONOMIC DEVELOPMENT WEEK (OCTOBER 24-28
2022)
Board of County Commissioners to the Department of Business Development
- 11:50 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; To consult with counsel to obtain legal advice on a legal matter; and To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the development of fire and police services and staff; and (ii) the development and implementation of emergency plans.)*
- 12:45 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: HCC Dental Hygiene Program – Recognizing Dental Hygiene Month

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Dr. James Klauber, Hagerstown Community College

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: I would like to present to the Commissioners the success of the HCC Dental Hygiene program, the work of our clinic, the cost savings to Washington County residents who use the clinic, and the need for more citizens to use the clinic.

DISCUSSION: N/A

FISCAL IMPACT: Zero

CONCURRENCES: N/A

ATTACHMENTS: At the presentation, I will give the Commissioners a flyer with the services that we offer, our charges, and historical data on our work. I may also give them a toothbrush, floss, and some toothpaste.



Agenda Report Form

Open Session Item

SUBJECT: Hotel Rental Tax Funding Request, Clear Spring District Historical Association

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Susan Buchanan, Director, Office of Grant Management, Juanita Grimm, Town of Clear Spring

RECOMMENDED MOTION: Move to approve the request for Hotel Rental Tax funding for Plumb Grove Water Service in the amount of \$_____ for direct expenses associated with the project.

REPORT-IN-BRIEF: The Clear Spring District Historical Association has submitted a request for Hotel Rental Tax funding to assist with costs associated with the restoring water service to the historical Plumb Grove Mansion. The amount of funding requested for this project is \$31,650.

DISCUSSION: The Clear Spring District Historical Association has submitted a Hotel Rental Tax Grant application requesting \$31,650 towards the cost of restoring water service to the historical Plumb Grove Mansion. The restoration of water service will allow the mansion to be opened up to visitors interested in the history of the site, and promote tourism benefitting local businesses.

The total projected cost of the project is \$36,650. The remaining portion of the expenses will be paid for with fundraising efforts by the Association.

The application has been reviewed by the Office of Grant Management and the project meets the goals of the Hotel Rental Tax grant program.

FISCAL IMPACT: The Hotel Rental Tax Fund balance will be reduced by the amount of this award. Current balance of the fund is \$1,004,957.09

CONCURRENCES: N/A

ALTERNATIVES: Deny the applicant's request for Hotel Rental Tax Funding.

ATTACHMENTS: Hotel Rental Tax Funding Application

AUDIO/VISUAL NEEDS: N/A

Washington County, Maryland
Hotel Rental Tax Funding
Grant Application

100 West Washington Street
Room 2200
Hagerstown, Maryland 21740
240-313-2040

Organization/Agency:	Clear Spring District Historical Association	E-mail Address:	dwilshhistory@verizon.net
Address:	PO Box 211, 12654 Broadfording Road		
Contact Person:	David Wiles	Title:	President
Phone Number:	301-842-2342	Fax Number:	
Tax ID/Federal ID#:	54-1192136	<input type="radio"/> Capital Request <input type="radio"/> Operating Request	
Project Classification:	<input checked="" type="radio"/> Tourism/Attraction <input type="radio"/> Economic Development <input type="radio"/> Cultural <input type="radio"/> Recreation		
Project Name:	Water Service Plumb Grove		
Project Start Date:	ASAP	Project End Date:	30 Days

Project Justification and Economic Benefit/Impact to the Visitor Industry, if Applicable

The Clear Spring District Historical Association attracts many seasonal visitors who spend money in the community and surrounding area helping the small business to thrive. The historic property provides an opportunity for visitors to step back in time and see how our ancestors lived and provides an opportunity for research of the area. Visitors often have a meal or two, purchase souvenirs, purchase gas and even spend the evening in the local hotels.

Anticipated Visitor Attendance and Impact on Hotel Rental Occupancy, if Applicable

The Clear Spring District Historical Association holds several events through out the year attracting visitors from the tri state area as well as out of town guest, many visitors stay at the local hotels and visit business in the area stimulating the economy.

Narrative Description of Project: Include purpose of project, outline of project procedures, intended results of project or any additional comments that support the need for project and/or merit as an event or activity designed to promote Washington County, Maryland.

The project is to restore the water service to the historical Plumb Grove Mansion to allow visitors to visit the site to take them back in time and preserve the history of our ancestors. The existing water line was installed 30 years ago and has deteriorated, since the property is on an existing municipal service it must remain on same. The Association is hopeful to award the contract to Dorus Construction Company to install a new up to date water service to the historical property in the documented right of way. The project is an expense not allocated in the associations budget. The Association depends on donations and fundraisers to operate. With Covid the organization was not able to attend events for fundraising, therefore, revenues are down. The County Commissioners support would allow the organization to restore water to the facility and resume normal operations, allowing the public to visit the facility and the Association of volunteers to continue to preserve history. Preserving the history promotes tourism to Washington County.

Total Project Budget

A. Amount of Hotel Rental Tax Grant Funding Requested	31,650.00
B. List Other Funding Sources and Their Respective Amounts	
Source: Fundraising	5,000.00
Source: <input style="width: 550px;" type="text"/>	
Source: <input style="width: 550px;" type="text"/>	
C. Total Project/Event Funding (A + B)	36,650.00

Itemize your total project budget into the appropriate classifications:

A. Tourism Attraction (Be specific in expense break down):	
Historical Plumb Grove	36,650.00
<input style="width: 550px;" type="text"/>	
<input style="width: 550px;" type="text"/>	
B. Economic Development Enhancement (Be specific in expense breakdown):	
<input style="width: 550px;" type="text"/>	
<input style="width: 550px;" type="text"/>	
<input style="width: 550px;" type="text"/>	
C. Cultural Projects (Be specific in expense breakdown):	
<input style="width: 550px;" type="text"/>	
<input style="width: 550px;" type="text"/>	
<input style="width: 550px;" type="text"/>	
D. Recreational Projects (Be specific in expense breakdown):	
<input style="width: 550px;" type="text"/>	
<input style="width: 550px;" type="text"/>	
<input style="width: 550px;" type="text"/>	
Total Project Budget	36,650.00

Certification:

We certify the information contained in this application is complete, accurate and fully discloses the scope and intent of our request for funding from the Hotel Rental Tax Fund. We agree to comply with the County's requests for information regarding the use of awarded funds and to provide access to accounting records related to these funds.

We acknowledge that if expenditures of funds is approved, such approval will be for line-item-by-line-item expenditures, which must be adhered to within the maximum 10% line item deviation.

We further acknowledge that any deviations beyond 10% allowable amount will require us to submit a program amendment which will have to be approved by the Office of Grant Management prior to any further expenditures.

By signing this application, I/we accept and agree to be bound by the terms and conditions of Hotel Rental Tax Regulations as administered by the Washington County Commissioners in compliance with current State laws.

Signature:

David Wiles

Date: 7-15-2022

Applicant/Organization:

David Wiles, Clear Spring Historical Association

Recommended by:

Susan M. Buchanan

Date: 8/17/22

☐ Approve

☐ Denied

Director, Office of Grant Management

Recommended Award:

Comments:

This request is eligible for Hotel Rental Tax funding and meets 6-7 of the program's goals. Based upon these factors, I recommend deferring this request for funding consideration to the Board of County Commissioners.

Approved By:

Date:

☐ Approved

☐ Denied

County Administrator

Approved Award:

Board of County Commissioner Approval (for requests of \$25,000 and over):

Approved by BCC:

Date:

☐ Approved

☐ Denied

County Clerk

Return Application To:
Washington County Office of Grant Management
100 West Washington Street Room 2200
Hagerstown, Maryland 21740
240-313-2040

PROPOSAL

Page No. 1 of 3 pages



DORCUS CONSTRUCTION COMPANY

MHIC 52003

11228 Putman Road • Thermont, Maryland 21788
Office 301-898-7337 / Fax 301-898-7393

MHBR 1107

PROPOSAL SUBMITTED TO Town of Clear Spring		PHONE 301 842 2252	DATE May 5, 2022
STREET 146 Cumberland ST		JOB NAME Plumb Grove	
CITY, STATE AND ZIP CODE Clear Spring Md. 21722		JOB LOCATION 12654 Broadfording Rd Clear Spring Md 21722	
ARCHITECT N/A	DATE OF PLANS N/A	EMAIL ADDRESS Clear_spring@my-actv.net	JOB PHONE N/A

We hereby propose the following; we will furnish all necessary labor and materials to install new water services to the house at Plumb Grove and Clear Spring Agriculture Building as outlined below, specifications and allowances on the following pages. All specifications and materials are subject to change due to availability. All substitutions will be of equal or better quality.

It will be approximately sixty-five (65) calendar days after acceptance of proposal and as soon as permits and approval from all other authorities are received to begin work. All work will be completed in approximately forty-five (45) calendar days after starting. Dorcus Construction Company Inc. will not be held responsible for delays or damages due to acts of GOD, or nonpayment of overdue invoices. This proposal will become a contract when signed and accepted by the Purchaser and received along with a deposit by the Contractor.

The Maryland Home Improvement Commission states that the deposit amount may not be more than 33% of the contract price. Maryland Home Improvement Commission telephone # is 410-230-6309; Dorcus Construction Co. Inc MHIC # is 52003.

Upon acceptance of this proposal, and until two (2) weeks after completion of the work, the Purchaser agrees to allow the Contractor to post a company identify sign on their property in ready view of the public. The Contractor agrees that the sign shall be kept in a neat and orderly manner.

Specifications continued page #2.

We hereby propose to furnish labor and material complete in accordance with attached specifications for the sum of
Thirty-Three Thousand Six Hundred Fifty & 00/100 Dollars.....\$36,650.00

See payment schedule on page #2.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Steven M. Dorcus, President

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

SPECIFICATIONS

Payments will be invoiced as designated in the payment schedule. All invoices are net ten (10) days and payments are expected promptly. Failure to make payments on time could result in a stop work situation and could jeopardize completion of the project on time. If payment is not received within sixty (60) days of the invoice date, the Purchaser agrees to pay all costs of collection, including, but not limited to, court costs and any reasonable attorney's fees of twenty-five percent (25%) of outstanding debt. All specified allowances are based on our costs. All additional expenses above the allowances stated, will be billed by change order. The Purchaser agrees to be responsible for all additional selections and make prompt payment of the extras.

PAYMENT SCHEDULE

1) Deposit upon signing;	\$ 12,094.00
2) Upon water line ditch opened;	\$ 13,588.00
3) Substantial completion of the job;	\$ 10,968.00
Total	\$ 36,650.00

SPECIFICATIONS:

GENERAL CONDITIONS:

- 1) We will provide all plans and specifications necessary for construction.
- 2) We will remove all construction related debris from the job site.
- 3) We will use top quality materials.
- 4) Before any excavation these items must be addressed in writing:
 - a) Property corners must be marked.
 - b) All right of ways must be noted.
 - c) Any utility right of ways need noted.
 - d) We will obtain a plumbing permit for the new water lines.
 - e) We will connect the new waterlines to the house side of meters.
 - f) Taps and tap fees will be installed and paid by other (TBD).
- 5) We will leave all extra dirt on site at a location to be determined.
- 6) We will leave all rock and stone on site, location to be determined.

MATERIALS:

- 1) CTS water line. (200 PSI).
- 2) A.Y. McDonald Brass fittings with Stiffeners.
- 3) # 10 single strand tracer wire.
- 4) Woodford yard Hyds (2).
- 5) Watts double check valve.

DESCRIPTION OF WORK:

- 1) We will install new water lines for Plumb Grove and agricultural building.
- 2) We will use stone to cover and protect new water lines.
- 3) New water lines will be tested before ditch is filled back up.
- 4) We will rough grade effected area.
- 5) We will run waterline into P-G and (2) new hyd.
- 6) We will locate the water line going to the agricultural building and tie the second line into the existing water line.
- 7) We will cap off the existing waterline coming from Draper Rd.

NOTE: This price is good for 10 business days starting 5/9/2022. As per prices on materials is constantly rising.

DORCUS
CONSTRUCTION COMPANY, INC.

(301) 898-7337

MHIC 52003

11228 Putman Road • Thurmont, Maryland 21788

Submitted by [Signature] Date 5/5/22
(INITIALS)

THIS PAGE BECOMES PART OF AND IN CONFORMANCE WITH PROPOSAL FOR:

Job Name/No. _____

Accepted by _____ Date _____
(INITIALS)

Accepted by _____ Date _____
(INITIALS)



Agenda Report Form

Open Session Item

SUBJECT: Hotel Rental Tax Funding Request, The House on Jonathan Street Documentary

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Susan Buchanan, Director, Office of Grant Management; Dan Spedden, Hagerstown/Washington County Convention & Visitor's Bureau (CVB), Russ Hodge, 3 Roads Communications, Inc.

RECOMMENDED MOTION: Move to approve the request for Hotel Rental Tax funding for the "House on Jonathan Street" Documentary in the amount of \$_____ for direct expenses associated with the event.

REPORT-IN-BRIEF: The Hagerstown/Washington County Convention & Visitor's Bureau (CVB) has submitted a request for Hotel Rental Tax funding to gain an underwriting credit for a documentary film related to the history and culture of Washington County entitled "The House on Jonathan Street".

DISCUSSION: The Hagerstown/Washington County Convention & Visitor's Bureau (CVB) has submitted a request for Hotel Rental Tax funding to gain an underwriting credit for a documentary film related to the history and culture of Washington County entitled "The House on Jonathan Street". The amount of funding requested for this project is \$50,000, and the total projected cost of the project is \$100,000. The remaining portion of the expenses will be paid for by the CVB.

The application has been reviewed by the Office of Grant Management and the project meets the goals of the Hotel Rental Tax grant program.

FISCAL IMPACT: The Hotel Rental Tax Fund balance will be reduced by the amount of this award. Current balance of the fund is \$1,004,957.

CONCURRENCES: N/A

ALTERNATIVES: Deny the applicant's request for Hotel Rental Tax Funding.

ATTACHMENTS: Hotel Rental Tax Funding Application, Underwriting Proposal and Project Timeline

AUDIO/VISUAL NEEDS: N/A

Washington County, Maryland
Hotel Rental Tax Funding
Grant Application

100 West Washington Street
Room 2200
Hagerstown, Maryland 21740
240-313-2040

Organization/Agency:	Hagerstown/Washington County CVB	E-mail Address:	Dan@visithagerstown.com
Address:	16 Public Square Hagersotwn MD 21740		
Contact Person:	Dan Spedden	Title:	President
Phone Number:	(301) 991-0521	Fax Number:	3017912601
Tax ID/Federal ID#:	52-1866211	<input checked="" type="radio"/> Capital Request	<input type="radio"/> Operating Request
Project Classification:	<input checked="" type="radio"/> Tourism/Attraction <input type="radio"/> Economic Development <input checked="" type="radio"/> Cultural <input type="radio"/> Recreation		
Project Name:	The House on Jonathan Street		
Project Start Date:	February 2022	Project End Date:	February 2023

Project Justification and Economic Benefit/Impact to the Visitor Industry, if Applicable

The CVB proposes to partner with the Hotel Rental Tax Grant Fund to gain an Underwriting Credit for a documentary film related to the History and Culture of Washington County. The benefits associated with being the Underwriter can best be described as advertising and promotion designed to elevate the profile of Washington County as a preferred destination for Cultural and Heritage Tourists.

Anticipated Visitor Attendance and Impact on Hotel Rental Occupancy, if Applicable

Hotel occupancy will be positively impacted through the production phase of the film through business travel associated with the production team.

Hotel occupancy will be subsequently and positively impacted by Cultural and Heritage Tourists who were inspired by the film to visit Hagerstown and Washington County.

Narrative Description of Project: Include purpose of project, outline of project procedures, intended results of project or any additional comments that support the need for project and/or merit as an event or activity designed to promote Washington County, Maryland.

Purpose of Project: The CVB proposes to partner with the Hotel Rental Tax Grant Fund to gain an Underwriting Credit for the documentary film and to win for our community all of the benefits associated with being the Underwriter.

What Is Underwriting?

In the commercial world of television, underwriting is called sponsoring or advertising. In the world of public television, underwriters fund programming. Underwriters can be corporations, members of the business community, foundations, associations, government agencies or unions. In return for this support, a public TV program runs a sponsor message that can be up to 30 seconds in length as a thank you at the start and finish of each program. This is built into the program and must be aired each time the show is broadcast.

Sponsor messages on public television have a greater impact and are more effective than spots elsewhere on television because public television has such a small amount of non-program material, less than 6 minutes an hour, versus all the other broadcasters (network and basic cable) who include 16 ½ minutes of non-program time per hour. In addition, the prohibition against "hard sell" spots and the trustworthiness of public television combine to make underwriting messages extremely credible and memorable.

Project Procedures:

3 Roads Communications will produce and distribute the documentary film. 3 Roads and the CVB will agree that the CVB will receive a fifteen second audio and video underwriting credit appearing before and after each broadcast of the Program on Public Television. The documentary film will be titled "The House on Jonathan Street" and will be approximately sixty minutes long. The House on Jonathan Street will be made available by 3 Roads Communications for broadcast to Public Television member stations in the United States for unlimited broadcasts for a period of one year from initial distribution beginning no later than June 1, 2023.

Activity Designed to Promote Washington County:

Based on previous documentaries, The House on Jonathan Street should attract, at a minimum, broadcasts on more than 250 public TV stations covering at least 85% of the U.S. markets. The goal is to clear at least one station, and often multiple stations, in each of the Top 25 TV markets.

A National Public TV documentary will add prestige to the underwriter's destination brand.

Corollary media attention to the program will add national visibility for the underwriter's brand.

Film screenings in key local and regional venues will also provide additional exposure for the underwriter and amplify the impact of the documentary.

ATTACHMENTS: Documentary Concept and Time Line, Underwriting Agreement

Total Project Budget

A. Amount of Hotel Rental Tax Grant Funding Requested	\$50,000
B. List Other Funding Sources and Their Respective Amounts	
Source: CVB operating funds	\$50,000
Source:	
Source:	
C. Total Project/Event Funding (A + B)	\$100,000

Itemize your total project budget into the appropriate classifications:

A. Tourism Attraction (Be specific in expense break down):	
Underwriting Agreement	\$100,000
B. Economic Development Enhancement (Be specific in expense breakdown):	
C. Cultural Projects (Be specific in expense breakdown):	
D. Recreational Projects (Be specific in expense breakdown):	
Total Project Budget	\$100,000

Certification:

We certify the information contained in this application is complete, accurate and fully discloses the scope and intent of our request for funding from the Hotel Rental Tax Fund. We agree to comply with the County's requests for information regarding the use of awarded funds and to provide access to accounting records related to these funds.

We acknowledge that if expenditures of funds is approved, such approval will be for line-item-by-line-item expenditures, which must be adhered to within the maximum 10% line item deviation.

We further acknowledge that any deviations beyond 10% allowable amount will require us to submit a program amendment which will have to be approved by the Office of Grant Management prior to any further expenditures.

By signing this application, I/we accept and agree to be bound by the terms and conditions of Hotel Rental Tax Regulations as administered by the Washington County Commissioners in compliance with current State laws.

Signature:



Date: 3/28/22

Applicant/Organization:

HAGERSTOWN/WASHINGTON COUNTY CUB

Recommended by:

Susan M. Buchanan

Date: 4/4/22

☐ Approve
☐ Denied

Director, Office of Grant Management

Recommended Award:

Comments:

Deferred to Board of County Commissioners

Approved By:

Date:

☐ Approved
☐ Denied

County Administrator

Approved Award:

Board of County Commissioner Approval (for requests of \$25,000 and over):

Approved by BCC:

Date:

☐ Approved
☐ Denied

County Clerk

Return Application To:
Washington County Office of Grant Management
100 West Washington Street Room 2200
Hagerstown, Maryland 21740
240-313-2040



February 1, 2022

To: Potential Underwriters (Sponsors)

From: 3 Roads Communications, Inc.

Re: The House on Jonathan Street Proposal

I. DOCUMENTARY CONCEPT

The House on Jonathan Street is a one-hour documentary intended for national distribution to Public Television, and national and international distribution through Amazon Prime.

The documentary uses the accidental discovery of the significant history of a modest dwelling on a traditionally African-American street in Hagerstown, Maryland to trace the roots of middle America's racial, economic and social interactions. Through the lens of this house, the rise and fall of the African-American community in small rust belt towns and cities across America is told. And how its discovery, renovation and renewal may portend a change in the fortunes of the street and the larger community.

The documentary is being produced in 4K, which is the highest technological format broadcast nowadays. This will ensure the desirability of the documentary both domestically and internationally, and also means that the documentary will have as long of a shelf life as possible, meaning additional distribution possibilities for the next decade.

Much of the principal photography and a dozen of the key research interviews for the documentary have been completed.

II. BACKGROUND

Based on 3 Roads' extensive experience producing and distributing programming nationally through Public Television, it appears that our collective interests would be best served by moving forward with a national Public TV distribution. This does not rule out the idea that eventually, perhaps even after the production of the sizzle reel, that a cable outlet might become interested, and we will shop it there as well.

The upside of public TV distribution is that we will maintain editorial and creative control of the documentary, and we would own all subsidiary rights in the shows, including international rights, which may be considerable on a show of this type. It also allows us to further distribute the documentary through our arrangement with Amazon Prime, as well as through our educational market agreements and our international distribution agreements.

The downside of Public TV distribution is that we provide the programs to the stations for free, which means that we would have to find funding as opposed to having it paid for by cable networks. Another downside is that public TV rules are more restrictive in terms of promotion and separation of editorial and commercial. However, we have always managed to successfully stay within public TV rules and have successful distribution as well.

Another huge upside to Public TV distribution is that the demographics of public TV viewers align completely with House on Jonathan Street target audience profile. Public TV delivers the highest incomes, highest educated demographic in television, with mass viewership that exceeds most cable networks.

With that in mind....

III. THE DEAL

We propose that we enter into an agreement with one or two underwriters to produce this documentary. As we have with all of our productions, 3 Roads would handle all production, distribution and marketing of the series. In addition to Public TV, 3 Roads also has a distribution agreement in place with Amazon Prime, where all of our documentaries and series are streamed.

Each underwriter on the series will receive two underwriter credits per program acknowledging their funding role. One credit will be at the beginning of each episode, and one credit would be at the end of each episode. Placement and length of the credits will depend upon the amount of money that each funder contributes.

IV. BUDGET

We have included a separate budget with line items. The “all-in” figure, for production, distribution and marketing for the 13-episode series is \$250,000.

V. BENEFITS FOR UNDERWRITERS

- The House on Jonathan Street will sensitively examine many of the issues at the core of polarized American politics: race, wealth inequality, the loss of the manufacturing economy and opioid addiction.
- Based on our previous documentaries, The House on Jonathan Street should attract, at a minimum, broadcasts on more than 250 public TV stations covering at least 85% of the U.S. markets. We normally clear at least one station, and often multiple stations, in each of the Top 25 TV markets.
- A national Public TV documentary would add prestige to the underwriter brand.
- Corollary media attention to the program will add national visibility for the underwriter.
- Film screenings in key local and regional venues will also provide additional exposure for the underwriter and amplify the impact of the documentary.

VI. ADDITIONAL POINTS

- 3 Roads would produce and distribute The House on Jonathan Street and would be responsible for its editorial and production content.

- The documentary would be broadcast nationally; likely on Public TV but also marketed to cable networks. It would also be streamed on Amazon Prime and sold internationally for broadcast and/or cable distribution. Several of our programs have premiered on Public TV and then been resold domestically to cable networks.
- Underwriter messages would be featured prominently in each episode.
- An underwriter “sponsor” who contributes more than \$100,000 for the series will receive two fifteen second underwriter messages per episode. The underwriter who contributes the most would have the lead position.
- The documentary has a total of three minutes of time for underwriter messages; ninety seconds at the beginning and ninety seconds at the end.
- Public TV viewers have the best demographics in the world; they are the high income, highly educated decision-makers.
- Public TV also reaches a mass affluent audience. Their total number of viewers each week trail only the three major networks and a few cable networks in terms of total viewership.
- The House on Jonathan Street would premier on public TV six months to one year after production begins.
- The production team for this series has produced an Oscar-qualified documentary, seven public TV series and seven public TV specials and documentaries. They are well known within the tight-knit public TV world and can access relationships to provide enhanced program carriage and better timeslots.

SAMPLE PRODUCTION TIMETABLE

Broadcasts Begin February 2023 (Black History Month)

Calendar Year 2021 (Completed)

Research Interviews including:

Reggie Turner, Chairman Western Maryland Development Corps

Tereance Moore, Western Maryland Development Corps

Ruth Dredden, former Jonathan Street resident and former Hagerstown schoolteacher

Ron Cassie, Editor, Baltimore Magazine; author of award-winning article about Hagerstown

Bob Bruchey, former Mayor of Hagerstown

Lynn Bowman, Author, 10 Weeks on Jonathan Street\

Nick Redding, Executive Director of Preservation Maryland

Naki Frierson, Sen Van Hollen's Office and former Jonathan Street resident

Dr. Thomas Mitchell, MacArthur Genius Award winning expert on redlining

Aaron Leventhal, Maryland Dept. of Transportation archeologist

Principal Photography/Videography

Script Outline

Research for Script and Guest Bookings

February 1, 2022- April 30, 2022

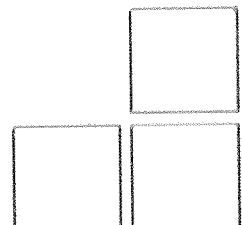
Underwriting Funds commitment received

Interviews Continue

Principal Photography Continues

Production of Sizzle Reel

Public Announcement of Series to Public TV and Trade Press



May 1, 2022-August 31, 2022

Script Completed
Narrator Selected
Rough Cut Produced
Preliminary Outreach to Distributor and Stations Begins
Production Open Created
Production Elements Created

SEPTEMBER 1, 2022 – SEPTEMBER 30, 2022

Promotion Intensified
Audio Sweetening/ Scoring
Final Rough Cut
Close Captioning
Agreement with Distributor

OCTOBER 1, 2022– OCTOBER 31, 2022

Final version sent to Distributor
Station Relations begin
Electronic Press Kit Created

NOVEMBER 1, 2022 – NOVEMBER 30, 2023

Station Relations continue/Intensify
Public Relations continue/Intensify
Film Screenings Commence
Broadcasts Begin



The House on Jonathan Street Underwriting Agreement

This Underwriting Agreement (the "Agreement") dated as of March 1, 2022, is made by and between **Three Roads Communications, Inc.** ("3 Roads") with offices located at 118 East Church Street, Frederick, MD 21701, and The Hagerstown Washington County Convention and Visitors Bureau (HCWCVB) with offices located at.

Whereas, 3 Roads and HCWCVB desire to enter into this Agreement in order to set forth the terms and conditions under which HCWCVB shall underwrite the Program.

In consideration for the mutual obligations described below, the Parties hereby agree as follows:

1. Television Documentary (the "Program")

- (a) Title of the Program: *"The House on Jonathan Street"*
- (b) Approximate length of program: Sixty minutes (60:00).
- (c) Broadcast distribution: The House on Jonathan Street is made available by 3 Roads Communications for broadcast to Public Television member stations in the United States for unlimited broadcasts for a period of one year from initial distribution beginning no later than June 1, 2023.
- (d) Number of episodes: 1.

2. National Underwriting Credit

- (a) 3 Roads and HCWCVB agree that HCWCVB will receive a fifteen second audio and video underwriting credit appearing before and after each broadcast of the Program on Public Television (the "Billboard"). HCWCVB's Billboard(s) shall be identified, potentially along with the Billboards of other underwriters, as the underwriters of the Program. 3 Roads reserves the right to approve the content and form of HCWCVB's Billboards. All aspects of HCWCVB's underwriting of the Program, including the Billboard, shall be in accordance with the Communications Act, rules and regulations of the Federal Communications Commission ("FCC") and Public Television sponsorship guidelines and policies in force at the time of broadcast. HCWCVB will produce and deliver its Billboard to 3 Roads according to a mutually agreed upon schedule.
- (b) Parties agree that HCWCVB will be recognized as an underwriter and sponsor of the Program on all publicity materials for the Program.

- (c) 3 Roads shall not use HCWCVB's name or refer to HCWCVB or any of its affiliates directly or indirectly in any manner including, but not limited to, any website, advertising or list of representative clients without receiving the prior written approval of HCWCVB. There shall be no announcement or press release regarding this Agreement, unless otherwise mutually agreed to in writing by the parties prior to such disclosure.
- (d) Notwithstanding the foregoing, 3 Roads shall have the right to use HCWCVB's corporate name and symbol in connection with ' HCWCVB s underwriting credit only with HCWCVB's permission.

3. Payments and Expenses

- (a) In consideration for the underwriting credit and other sponsorship benefits (including the promotional benefits), HCWCVB agrees to pay 3 Roads the sum of \$100,000 for the underwriting of *The House on Jonathan Street* immediately upon invoicing.
- (b) All invoices shall be submitted to ? or via e-mail to ? Invoices must include (i) Identification of the agreed upon payment. (ii) Invoice number and date as well as a remittance address. HCWCVB will pay a properly submitted (in accordance with the above requirement(s)) and undisputed itemized invoice immediately upon receipt.
- (c) All sums payable to 3 Roads under this Agreement that are not paid within 30 days of the due date will accrue interest from the due date until the date paid, at the rate of 1 percent per month.
- (d) Except as expressly stated, each party will be responsible for paying its own costs and clearing all third party rights in connection with fulfilling its obligations under this Agreement.
- (e) HCWCVB agrees to submit any plans it may have for the promotion of the Program (including the text of press releases and text and layouts for advertisements) to 3 Roads for approval to ensure the accuracy and appropriateness of all promotional and advertising materials issued in connection with the Program. 3 Roads agrees to respond promptly to, and will not unreasonably withhold approval of, all materials so submitted. When notified by 3 Roads, HCWCVB agrees to include in all such materials the appropriate trade/service mark registration symbol in uses of the Programs' name.

4. Ownership

- (a) As between the parties, 3 Roads shall control, for the duration of this Agreement, all rights, title and interest (including all copyrights and all renewals and extensions of such copyrights) throughout the world in all current and future media to the Program, any sponsorship tagline or logo created (excluding any HCWCVB trademark incorporated into the tagline or logo), and all materials created in connection with the foregoing. Except as expressly stated in the Agreement, 3 Roads shall be free to exercise such rights at any time without any obligation to HCWCVB.
- (b) HCWCVB shall own all rights, title and interest (including all copyrights and all renewals and extensions of such copyrights) throughout the world in perpetuity in all current and future media to its underwriting credit, any trademark or trade name owned or controlled by HCWCVB and any materials created by HCWCVB in connection with the

foregoing.

5. Termination

- (a) 3 Roads and HCWCVB shall have the right to terminate this Agreement if the other party breaches any of its material obligations and fails to cure such breach within thirty (30) days of written notice of the breach. In the event that the termination is due to a material breach by HCWCVB, all payments not yet made shall become due and payable to 3 Roads within thirty (30) days of the termination date.
- (b) Both parties will immediately discontinue using any material referring to HCWCVB sponsorship of the Program and return all such materials belonging to either party.

6. No Sublicensing or Assignment

- (a) Neither 3 Roads nor HCWCVB may sublicense or assign any of its rights or obligations under the Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, HCWCVB may assign its rights, duties and obligations hereunder to an affiliate or subsidiary company without consent.

7. Representations, Warranties, and Indemnities

- (a) 3 Roads represents and warrants that it has the legal right and authority to enter into this Agreement and to observe and perform fully its obligations set forth herein, and that its performance hereunder will not conflict with or violate any commitment, agreement, or understanding it has or will have to and with any other person or entity and that no legal proceedings have been threatened or brought against 3 Roads which could otherwise threaten performance of this Agreement and that entering into this Agreement is not prohibited by any contract, applicable law, rule, regulation, government directive or judicial order or decree.
- (b) 3 Roads shall pay and indemnify and hold harmless HCWCVB, and its officers, assignees, directors, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses arising out of (i) any inaccuracy, alleged breach, or actual breach of any representation, warranty, covenant, agreement, or undertaking made by 3 Roads herein, (ii) any matter in connection with or caused by the Program or under 3 Roads control, (iii) any claim by a third party that the Program infringes upon the patent, copyright, trademark, trade secret or other intellectual property rights of any third party, (iv) any claim arising out of the disclosure or use of Confidential Information and (v) any amounts including taxes, interest, and penalties assessed against HCWCVB which are obligations of 3 Roads; provided, however, that if any claim shall be made or action taken which, if true, would constitute a breach of any representation, warranty, covenant, agreement, or undertaking made by 3 Roads herein, HCWCVB agrees to give 3 Roads prompt notice thereof and HCWCVB shall have the right to contest or join in the contest of such claim or action and may be represented by counsel chosen by HCWCVB .
- (c) HCWCVB represents and warrants that it has the legal right and authority to enter into this Agreement and to observe and fully perform its obligations set forth herein, and that HCWCVB 's performance hereunder will not conflict with or violate any commitment, agreement, or understanding it has or will have to or with any other person or entity.

- (d) HCWCVB shall defend, indemnify, and hold harmless 3 Roads and its officers, assignees, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind including reasonable attorneys' fees and expenses, arising out of the breach of any representation, warranty, covenant, agreement, or undertaking made by HCWCVB herein, or involving any matter in connection with HCWCVB 's advertising or promotion of the Program; provided, however that if any claim shall be made or action taken which, if true, would constitute a breach of any representation, warranty, covenant, agreement, or understanding made by HCWCVB herein, 3 Roads agrees to give HCWCVB prompt notice thereof and 3 Roads shall have the right to contest or join in the contest of such claim or action and may be represented by counsel chosen by 3 Roads.

8. Notice

All notices, requests for approvals, and approvals under this Agreement shall be in writing and mailed, express delivered, or faxed to the other party.

To 3 Roads: Russ Hodge, President
Three Roads Communications, Inc.
118 East Church Street
Frederick, MD 21701
(301)662-4121

To HCWCVB :

9. Force Majeure

In the event that production or broadcast of the Program is delayed or cancelled by reason of act of God, fire, lockout, strike or other labor dispute, riot or civil disorder, war or armed insurrection, enactment, rule, act or order of government, mechanical failure, or any other force majeure cause or reason beyond 3 Roads' control, then 3 Roads shall produce and/or arrange for broadcast distribution as soon as practicable after any such event. It is also understood by the parties that distribution of the Program may be altered for a variety of reasons outside of 3 Roads' control, including competitive market reasons within the public television community.

10. Dispute Resolution

All disputes shall initially be referred jointly to the parties' respective project managers or other representative designated by each party. If the project managers or other designated representative(s) are unable to resolve the dispute within seven (7) business days after referral of the matter to them, the parties shall submit the dispute to a senior executive from each party for resolution.

Any dispute with respect to this Agreement which is not resolved within ten (10) days after referral to the parties' senior executives in accordance the above, shall at all times thereafter at the initiation of either party, be submitted to arbitration which shall be the exclusive means for resolving any such disputes. Such arbitration shall be conducted by JAMS in accordance with its Arbitration Rules and Procedures then in effect. The arbitration shall be administered by the Maryland State Office of JAMS and the hearing shall be held in the state of Maryland. The arbitrators will be selected from a panel of retired judges, will have familiarity with dispute resolution in the applicable industry and will not have a relationship of any sort with either party. Any costs associated with the arbitration shall be borne by the non-prevailing party. All decisions of the arbitrators shall be binding on both parties. Judgment upon the

award rendered by the arbitrators may be entered in any court having jurisdiction. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY and agree that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge without the use of a jury, sitting in a court of competent jurisdiction. This binding arbitration and jury trial waiver provision shall survive termination of this Agreement. Nothing in this Agreement will prevent either party from applying for injunctive relief in any court of competent jurisdiction.

11. Miscellaneous

- (a) The parties shall notify each other in writing in the event that either deems this Agreement to be breached and shall give the other party thirty (30) days to cure such breach before taking action or making a claim on the basis of such breach.
- (b) This Agreement is complete and embraces the entire understanding between the parties. All prior and contemporaneous understandings in connection with the subject matter herein contained, either oral or written, are null and void unless expressly set forth herein. No alteration, modification, or waiver, in whole or in part, of any provision of this Agreement shall be of any effect unless set forth in writing and signed by both parties hereto.
- (c) Whenever notice is required to be given or may appropriately be given hereunder, such notice shall be in writing and shall be delivered to the person or parties to whom intended at their addresses first stated above.
- (d) This Agreement is entered into within the State of Maryland and shall be governed and construed in accordance with Maryland law as if this Agreement were to be fully performed within the State of Maryland, without giving effect to principles of conflicts of laws. The parties agree to submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Maryland to resolve any disputes arising hereunder.
- (e) Upon reasonable prior notice from HCWCVB, 3 Roads shall provide HCWCVB and its auditors and investigators reasonable access during normal business days and hours to 3 Roads' (i) facilities that are actually performing the duties hereunder and (ii) business records reflecting 3 Roads' compliance with this Agreement. In the event access to 3 Roads' confidential information is required, access will be provided in such a way as to preserve the confidentiality of such information.

ACCEPTED AND AGREED

Three Roads Communications, Inc.

By _____
Name: Russell Hodge
Title: President

HCWCVB

By _____
Name: _____
Title: _____



Open Session Item

SUBJECT: Grant Guidelines – Nonprofit Surplus Funding

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Susan Buchanan, Director, Office of Grant Management

RECOMMENDED MOTION: Move to approve the grant guidelines for distribution of the surplus funding for nonprofits and authorize the Office of Grant Management to move forward with soliciting and reviewing applications.

REPORT-IN-BRIEF: The Board of County Commissioners approved through consensus that the Office of Grant Management move forward with developing grant guidelines to distribute surplus funding allocated to assist local nonprofits. The Office of Grant Management has drafted guidelines for the distribution for these funds and seeks approval to move forward with soliciting applications and overseeing the review process.

DISCUSSION: The Office of Grant Management was directed by a consensus of the Board of County Commissioners to develop grant program guidelines for the distribution of surplus funding allocated to assist local nonprofits. The Office of Grant Management has drafted guidelines for the distribution of these funds and seeks approval to move forward with soliciting applications and overseeing the review process.

The applications will be reviewed by an ad hoc committee comprised of four members of the existing Community Organization Funding (COF) Committee and an additional appointee to represent Commissioner Baker, whose COF appointee is unable to serve on the additional committee. The newly formed committee will review submitted applications and make recommendations for grant awards. These recommendations will be presented to the Board of County Commissioners for final approval.

FISCAL IMPACT: The program will distribute \$1,831,447 of surplus funding to local nonprofits.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: County Surplus Funding Grant Guidelines

AUDIO/VISUAL NEEDS:

Washington County FY23 Surplus Funding Nonprofit Assistance Program

General Purpose and Overview

Washington County FY23 Surplus Funding Nonprofit Assistance Program was established to distribute surplus funds set aside by the Board of County Commissioners to provide assistance to local nonprofits serving Washington County citizens. This program was developed to provide an objective and systematic approach for reviewing and awarding funding to ensure funds are distributed fairly and equitably among nonprofits meeting the most prioritized and urgent needs of the community. Emphasis is on efficient use of funds and achieving result-based programmatic outcomes which positively impact the citizens of Washington County. The amount of funding available is \$1,831,447.

General Eligibility

Organization Requirements

1. Must be a charitable organization recognized by the Internal Revenue Service as a 501c3 with a valid status
2. Must be incorporated as a business entity "In Good Standing" with the Maryland State Department of Assessments and Taxation
3. Must have an office in and provide services within Washington County
4. Must have a recent audit or detailed financial statement to submit.

Ineligibility

Applications/applicants will not be considered if they:

1. Are not completed in their entirety and submitted on approved forms by the established due dates.
2. Fund an endowment
3. Benefit an individual
4. Are churches or religious entities. These organizations are not eligible to receive funds. Separate organizations that may operate within a church facility or possess their own 501c3 status may be eligible (for example a food pantry within a church).
5. Fund a political or governmental organization or sub-organization
6. Have not submitted Grant Reports as required or have other outstanding obligations to the County.

Application and Funding Requirements

Surplus Funding Nonprofit Assistance is limited to charitable organizations that have an office located within and provide services in Washington County. An organization may only submit one request for funding. This restriction includes organizations which were funded through surplus funds this year by vote of the Board of County Commissioners. Requests for funding are capped at \$_____.

The FY23 Surplus Funding Assistance Program is not an annual grant program. Organizations are encouraged to use this funding to support one-time projects or meet urgent needs. Capital and operating expenses are eligible, but organizations should have a plan to sustain operating costs in future years independent of these grant funds.

All applicants must provide services without discrimination based on race, creed, sex, age, ethnicity, marital status, familial status, sexual orientation, or disability. All funds must be used exclusively inside Washington County and cannot be distributed outside of the County.

The grant performance period is one year from award date. Any funds not spent within the performance period must be returned to the County. Organizations who find they are unable to spend funds as indicated in their application are encouraged to contact the Office of Grant Management to discuss a budget modification. Applicants must submit a report providing both a narrative and fiscal accounting of the use of grant funds at the end of the grant performance period to the Office of Grant Management.

Application Review Process

The Surplus Funding Nonprofit Assistance Committee, which consists of a five-member committee individually appointed by the County Commissioners, will be responsible for the review and funding recommendations for this program.

Factors that will be considered when recommending funds include, but are not limited to:

- Community needs and impact
- Organizational capacity and staffing
- Collaborations, partnerships, and coordination of services with other local agencies
- Geographic and programmatic diversity
- Previous program performance
- Anticipated return on investment for the community
- Number of individuals served/assisted
- Sustainability

Committee recommendations will be presented to the Board of County Commissioners for final approval. Once approved, award letters will be sent out and funds disbursed.



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase INTG-22-0098 (Rental) of Electronic Monitoring Equipment/Services for Washington County Sheriff's Office and Day Reporting Center

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing and Major Craig Rowe, Warden, Washington County Detention Center

RECOMMENDED MOTION: Move to authorize by Resolution, the approval of rental of electronic monitoring equipment/services from BI Correctional Services, Inc. of Boulder, Colorado at unit prices of: \$2.80 per unit/day per LOC8/ LOC8 XT (GPS); \$3.95 per unit/day per SL2 and SL3 (Alcohol); \$6.20 per unit/day per TAD Cellar and \$.50 per unit/day per SmartLINK Verify, based on the contract awarded by OMNIA Partners of City of Mesa, AZ (RFP #2022118, Contract #2022118OMNIA Partners).

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

Acquisition of the equipment by utilizing the OMNIA Partners RFP and eliminating our County's bid process would result in administrative efficiencies for both the Sheriff's Department and the Purchasing Department as well as overall better pricing due to economies of scale offered by the subject contract. OMNIA Partners is a widely used national cooperative purchasing contract option that many agencies use. OMNIA Partners processed an RFP for electronic monitoring equipment/services and received one (1) proposal with BI Correctional Services, Inc. being awarded the contract. The contract term commenced May 16, 2022 ending May 16, 2027 with an option to renew for two (2) additional one-year periods through May 16, 2029.

DISCUSSION: N/A

FISCAL IMPACT: Funding is budgeted in FY'23 as follows: \$20,000 in 535055-10-11321 (Day Reporting Center) and \$4,800 in 535055-10-11320 (Detention Center)

CONCURRENCES: Sheriff

ALTERNATIVES: The County processes its own bid/proposal

ATTACHMENTS: BI Incorporated quote dated June 1, 2022.

AUDIO/VISUAL NEEDS: N/A



BI Incorporated
6265 Gunbarrel Avenue, Suite B
Boulder, CO 80301

Tel: 303.218.1000
800.241.2911
Fax: 303.218.1250

June 1, 2022

Major Craig Rowe
Washington County Detention Center
500 Western Maryland Parkway
Hagerstown, MD 21740

RE: NEW Omnia Partners Contract Pricing

Dear Major Rowe –

We are pleased to inform you that our new Omnia Partners contract - *Contract Number: 2022118OMNIA PARTNERS* has been executed and has a new Term of (5) years with (2) one-year renewal options. The City of Mesa AZ is the new lead agency for this contract. Below is a contract rate comparison:

Omnia Partners (Previous)	Rate	Spares	Lost / Damaged		Omnia Partners (NEW)	Rate	Spares	Lost/Damaged
LOC8	\$3.65	30%	0%		LOC8 / LOC8 XL	\$2.30	30%	0%
SL2 / SL3	\$5.45	30%	0%		SL2 / SL3	\$5.95	30%	0%
TAD Cellular	\$8.05	30%	0%		TAD Cellular	\$6.20	30%	0%
SmartLINK OPTION C	\$.50	N/A	N/A		SmartLINK VERIFY	\$.50	N/A	N/A

Additional Lost and Damaged allowances are available upon request. Let me know if you have questions. I can be reached by phone at (301) 865-1365 or email at todd.porter@bi.com.

Sincerely,

Todd Porter
Partnership Development Director

RESOLUTION NO. RS-2022-

(Intergovernmental Cooperative Purchase [INTG-22-0098] [Rental] of Electronic Monitoring Equipment/Services for Washington County Sheriff's Office and Day Reporting Center)

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), §1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board"), "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of §1-106.3 provides that "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Sheriff's Office is requesting to rent electronic monitoring equipment/services from BI Correctional Services, Inc., of Boulder, Colorado, at unit prices of: \$2.80 per unit/day per LOC8/LOC8 XT (GPS); \$3.95 per unit/day per SL2 and SL3 (Alcohol); \$6.20 per unit/day per TAD Cellar and \$.50 per unit/day per SmartLINK Verify, based on the contract awarded by OMNIA Partners of City of Mesa, Arizona (RFP #2022118, Contract #2022118OMNIA Partners).

Utilizing the contract awarded by OMNIA Partners of City of Mesa, Arizona, and eliminating the County's bid process result in administrative and cost savings for the Sheriff's Office. The County will benefit with direct cost savings because of the economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Sheriff's Office is authorized to rent, pursuant to the contract awarded by OMNIA Partners of City of Mesa, Arizona (RFP #2022118, Contract #2022118OMNIA Partners) to BI Correctional Services, Inc., of Boulder, Colorado, electronic monitoring equipment/services, at unit prices of: \$2.80 per unit/day per LOC8/LOC8 XT (GPS); \$3.95 per unit/day per SL2 and SL3 (Alcohol); \$6.20 per unit/day per TAD Cellar and \$.50 per unit/day per SmartLINK Verify.

Adopted and effective this ____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, County Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to form
and legal sufficiency:

Kirk C. Downey
County Attorney

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



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-22-0099) – Radio Equipment for the Washington County Detention Center

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Rick F. Curry, CPPO, Director, Purchasing Department; Major Craig Rowe, Warden, Washington County Detention Center

RECOMMENDED MOTION: Move to authorize by Resolution, the approval of the purchase and installation of a radio system and all related equipment/hardware from Tactical Public Safety, LLC of West Berlin, NJ at the contracted unit prices totaling \$172,500.95 based on the contract awarded by Metropolitan Washington Council of Governments (“COG” contract #21-070).

REPORT-IN-BRIEF: The Sheriff’s Office is requesting to purchase a radio system and have the vendor perform the installation. The current system was implemented in 2004, the components are discontinued by the manufacturer and are no longer supported. Parts are only available used from resellers or eBay and are becoming very difficult to locate and obtain. The new repeaters will operate on 3 new UHF frequencies, while the old VHF frequencies will still be used as talk around channels (radio to radio). The new Harris XL-45 radios will be dual band capable (VHF/UHF) and P25 capable. This will allow staff to talk on the County P25 radio system using new XL-45 radios we choose to allow that access.

Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

Acquisition of the radio equipment by utilizing the COG contract and eliminating our county’s bid process would result in administrative efficiencies for the Detention Center and Purchasing Department as well as overall better pricing due to economies of scale offered by the subject contract. The contract term is effective June 21, 2021 through June 21, 2024 with two (2) additional options to renew for three (3) additional years each.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department’s Capital Improvement Plan 30-11320-BLD089.

CONCURRENCES: Sheriff

ALTERNATIVES: N/A

ATTACHMENTS: Tactical Safety, LLC dated September 15, 2022

AUDIO/VISUAL NEEDS: N/A

Washington County Maryland Sheriff's Office
Assistant Warden, Captain Edward Long
500 Western Maryland Parkway
Hagerstown, Maryland 21740



L3HARRIS™
FAST. FORWARD.



Thursday, September 15, 2022

MWCOG Contract #21-070

<u>Item</u>	<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>	<u>List</u>	<u>MWCOG Disc</u>	<u>Ext Price</u>
100	XK-PF78B	PORTABLE,XL-45P,7/800MHZ,GRAY	55	\$2,200.00	\$1,540.00	\$84,700.00
110	XK-FW2X	OPERATION,LOAD NIFOG PERSONALITY	55	\$0.01	\$0.01	\$0.55
120	XK-PL4F	FEATURE,P25 PHASE 2 TDMA	55	\$250.00	\$175.00	\$9,625.00
130	XK-PL8Y	FEATURE, ENCRYPTION LITE	55	\$0.01	\$0.01	\$0.55
140	XK-PL9E	FEATURE,SINGLE-KEY AES ENCRYPTION	55	\$0.01	\$0.01	\$0.55
150	XK-PL4U	FEATURE,SINGLE-KEY DES ENCRYPTION	55	\$0.01	\$0.01	\$0.55
160	XK-PA3R	BATTERY,LI-ION,3100MAH	120	\$105.00	\$73.50	\$8,820.00
170	XK-NC1B	ANTENNA,36-151 MHZ, HELICAL	65	\$25.00	\$17.50	\$1,137.50
180	XK-AE9D	SPEAKER MIC	55	\$175.00	\$122.50	\$6,737.50
190	XK-AE3Z	EARPHONE,LAPEL MICROPHONE	100	\$65.00	\$45.50	\$4,550.00
200	XK-CH5X	CHARGER,1-BAY,TRI-CHEMISTRY	20	\$150.00	\$105.00	\$2,100.00
210	XK-CH5Y	CHARGER,6-BAY,TRI-CHEMISTRY	14	\$825.00	\$577.50	\$8,085.00
220	DM-MV1B	Mobile,XG-25M,136-174 MHz,50W	5	\$2,290.00	\$1,603.00	\$8,015.00
230	DM-PL7Z	Feature,512 Systems/Groups	5	\$0.01	\$0.01	\$0.05
240	DM-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	5	\$0.01	\$0.01	\$0.05
250	DM-PL4U	Feature, Single-Key DES Encryption	5	\$0.01	\$0.01	\$0.05
260	DM-ZN9X	Kit,Accessories,XG-25M	5	\$195.00	\$136.50	\$682.50

270	DM-MC9U	MICROPHONE,DESKTOP, XG25M	5	\$295.00	\$206.50	\$1,032.50
280	AN-225002-001	Antenna,Element,1/4,0dB,VHF	5	\$140.00	\$98.00	\$490.00
290	AN-125001-007	Antenna,Base,Magnetic Roof Mount	5	\$70.00	\$49.00	\$245.00
300	14051-1000-68	KIT,VOLUME KNOB,XL-95P/XL-45P	10	\$26.00	\$18.20	\$182.00
310	MA-016768-001	Channel Knob Kit,Complete,P7300	10	\$50.00	\$35.00	\$350.00
320	TB9415S-050T	TB9400 Single 50Watts Chassis Assembly	3	\$1,566.00	\$1,252.80	\$3,758.40
330	T01-01103-LAAA	TB9400 Reciter 440-480MHz	3	\$3,161.00	\$2,528.80	\$7,586.40
340	T01-01121-LAAA	TB94 Linear PA 440-480MHz 50Watts	3	\$1,748.00	\$1,398.40	\$4,195.20
350	TBA30A4-4100	TB9000 Power Management Unit ACDC48volts with	3	\$3,063.00	\$2,450.40	\$7,351.20
360	219-01561-00	Cable cord 2m USA/CAD IEC black	3	\$16.00	\$12.80	\$38.40
370	G27-0022-005	Duplexer	3	\$1,560.00	\$1,092.00	\$3,276.00
380	E75-4006-007	Antenna 4dB Omni	3	\$1,610.00	\$1,127.00	\$3,381.00
390	CA-015468-001	1/2 Heliac	300	\$2.00	\$1.40	\$420.00
400	CN015464-001	N-Female	6	\$45.00	\$31.50	\$189.00
410	7239	PolyPhaser	3	\$100.00	\$70.00	\$210.00
420	CA-014840-001	Jumper N-Male to N-Male	6	\$105.00	\$73.50	\$441.00
430	ENG	Engineering	5	\$1,400.00	\$980.00	\$4,900.00
Total-----						\$172,500.95

Tactical Public Safety LLC
1036 Industrial Drive West Berlin, NJ 08091
Attention: Tim Boukouris

RESOLUTION NO. RS-2022-

(Intergovernmental Cooperative Purchase [INTG-22-0099] Radio Equipment for the Washington County Detention Center)

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), §1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board"), "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of §1-106.3 provides that "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Sheriff's Office is requesting to purchase a radio system, and to have the vendor complete installation of said radio system and all related equipment/hardware, from Tactical Public Safety, LLC, of West Berlin, New Jersey, at the contracted unit prices totaling \$172,500.95, based on the contract awarded by Metropolitan Washington Council of Governments ("COG" contract #21-070).

Utilizing the Metropolitan Washington Council of Governments contract and eliminating the County's bid process result in administrative and cost savings for the Sheriff's Office. The County will benefit with direct cost savings because of the economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Sheriff's Office is authorized to purchase and have installed, pursuant to the contract awarded by Metropolitan Washington Council of Governments ("COG" contract #21-070) to Tactical Public Safety, LLC, of West Berlin, New Jersey, a radio system and all related equipment/hardware, at the contracted unit prices totaling of \$172,500.95.

Adopted and effective this ____ day of October, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

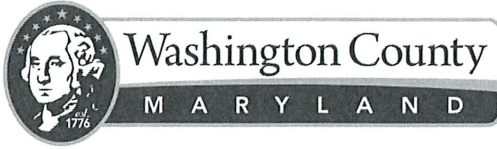
Krista L. Hart, County Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to form
and legal sufficiency:

Kirk C. Downey
County Attorney

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



Agenda Report Form

Open Session Item

SUBJECT: Contract Award – Facilities Design Services (PUR-1481) – Patrol / Detention Center

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Scott Hobbs, Director of Engineering; Sheriff Douglas Mullendore

RECOMMENDED MOTION: Move to award the contract for Facility Design services for the Washington County Patrol Division and Detention Center renovations to the responsive, responsible proposer, L.S. Grim, Inc. of Hagerstown, Maryland with the lowest total fee of \$1,673,567.00.

REPORT-IN-BRIEF: The Patrol Division of the Sheriff's Office has outgrown the current facility due to the addition of personnel and positions within the division. All useable space is currently occupied, and the new law requires anyone who is reporting a crime or being interviewed must now be done in a private location. The project will renovate approximately 40,000 square feet of the Special Services Building at Iko Way to house the Patrol Division so that the current Patrol Division building would be used to house the Detention Center Administration, Detention Training, and Detention Programs Unit. This will allow for the expansion of the Female Housing Unit in the Detention Center which is needed to house the growing population of the jail, and the space for a Juvenile Housing Unit as the law now requires sight and sound separation from all adult inmates.

DISCUSSION: The Request for Proposal was issued under the Facilities Design Services contract, PUR-1481. One proposal was received for the Facility Design Services (Architectural, Engineering, Design, and Construction Administration services). The team includes L.S. Grim, BFM Architects, Matonak & Associates, Frederick, Seibert & Associates, and Boggs Environmental Consultants. The first phase of the project is the renovation of the Special Services Building at Iko Way so that the Patrol Division can move into this facility. The second phase of the project involves moving the Detention Administration, Programs Unit, and Training staff into the existing Patrol Division Building. The third phase of the project involves renovating the Female Housing Unit and existing Detention Center Administration area into a Female Housing Unit with cells rather than dormitory housing, putting in a unit for juvenile offenders, and changes to the control centers.

FISCAL IMPACT: Capital Improvement Plan Project (BLD113). Assumes the use of speed camera revenue of \$500,000 per year.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Bid Tabulation

AUDIO/VISUAL NEEDS: Aerial Map

Patrol & Detention Center




Patrol Division

Detention Center

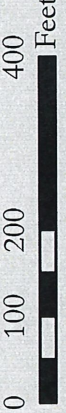
Special Services Building
at Iko Way

Legend

— Roads

N 

0 100 200 400 Feet





WASHINGTON COUNTY DIVISION OF ENGINEERING
BID TABULATION
PATROL AND DETENTION CENTER RENOVATIONS
BID DUE DATE: SEPTEMBER 21, 2022

Facilities Design Services Contract under PUR-1481

		L.S. Grim, Inc. 19922 Jefferson Boulevard Hagerstown, MD
Item No.	Item	Total Price
1	Concept Level - Programming, Planning, Schematic Design, and Plan Development	\$ 225,200.00
2	Design Development Level	\$ 341,403.00
3	Final Plans, Specifications, and Estimate Level	\$ 499,488.00
4	Bid Document and Estimate Level	\$ 179,290.00
5	Advertisement and Bidding	\$ 67,850.00
6	Construction Administration	\$ 308,228.00
7	Post Construction Phase	\$ 52,108.00
Total:		\$ 1,673,567.00



Agenda Report Form

Open Session Item

SUBJECT: Discussion of Zoning Processes

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Jill Baker, Director, Planning and Zoning

RECOMMENDED MOTION: Item is for discussion only.

REPORT-IN-BRIEF: Commissioners have requested a presentation on how zoning is implemented in Washington County.

DISCUSSION: The presentation will include information about how zoning is implemented in accordance with State and County law.

FISCAL IMPACT: n/a

CONCURRENCES: n/a

ALTERNATIVES: n/a

ATTACHMENTS: n/a

AUDIO/VISUAL NEEDS:



Agenda Report Form

Open Session Item

SUBJECT: Agriculture – Faces of Farming Presentation

PRESENTATION DATE: Tuesday, October 25, 2022

PRESENTATION BY: Leslie Hart, Business Development Specialist, Agriculture

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: “Faces of Farming” is an agricultural-focused video marketing campaign that will showcase two local Washington County farms every month, for one year. The “Faces of Farming” marketing videos will be showcased on the County’s website, as well as Facebook and other social media platforms, and will target a new industry and highlight a local farmer from that specific agricultural industry.

DISCUSSION: Washington County’s agricultural business represents the backbone of the County’s landscape. With over 900 operating family farms and \$153,725,000 in market value of products sold, agriculture is the largest economic driver in Washington County. The “Faces of Farming” marketing campaign will aim to educate residents in Washington County, along with the surrounding States and Counties, about the economic impact of the Ag industry. Additionally, these videos will be used for agricultural education to numerous streams around Washington County, such as, 4-H and FFA (Future Farmers of America) meetings, Ag Expo and Fair, and they will be available on the Washington County Ag App and website.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Yes - Faces of Farming Videos: Red Heifer Winery of Smithsburg and Blue Mountain Wine Crafters of Funkstown.



Agenda Report Form

Open Session Item

SUBJECT: Presentation of 2022-2023 Farm of the Year

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Leslie Hart, Business Development Specialist, Agriculture.

RECOMMENDED MOTION: N/A motion.

DISCUSSION: The Farm of the Year award showcases excellence in agriculture and promotes a greater understanding of the challenges faced by today's farmers. Applications have been accepted in the August to September 2022 time frame. Winning farm owners will be notified in advance of this meeting and asked to attend the Board of County Commissioners meeting scheduled for October 25, 2022.

FISCAL IMPACT: n/a

CONCURRENCES: n/a

ALTERNATIVES: n/a

ATTACHMENTS: Metal Outdoor plaque will be presented to Farm of the Year for 2022-2023. County Commissioners will present the Certificate recognizing the Winning Farm of the Year.

AUDIO/VISUAL NEEDS: n/a



Agenda Report Form

Open Session Item

SUBJECT: Economic Development Week (October 24-28, 2022) Proclamation

PRESENTATION DATE: October 25, 2022

PRESENTATION BY: Board of County Commissioner to the Department of Business Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, the Washington County Department of Business Development is an active member of the Maryland Economic Development Association (MEDA), a non-profit organization established in 1961 who mission is to enhance the knowledge and skills of its members, encourage partnerships and networking among people committed to bringing jobs and capital to Maryland, and promote economic development as an investment in Maryland, and;

WHEREAS, MEDA members promote the economic well-being of Maryland by working to improve the State's business climate and the professionalism of those in the field of economic development including other professionals with an interest in the economy of Maryland, and through its regular meetings, special programs and projects, members address diverse issues, and;

WHEREAS, the economic growth and stability of the State affects all regions and jurisdictions of Maryland and the Washington County Department of Business Development is an important component of the State's economic success.

NOW THEREFORE, the Board of County Commissioners of Washington County, Maryland, do hereby proclaim the week of October 24-28, 2022, as "Economic Development Week" in Maryland. Economic Development Week in Maryland will highlight the investment in partnerships that strengthen our competitiveness in Washington County and ask all citizens to join us to recognize and reaffirm the importance of business development locally and statewide.