



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

January 10, 2023

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *December 13, 2022*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:20 AM CITIZEN PARTICIPATION
- 9:30 AM SUPPORTED LEGISLATION FOR UPCOMING LEGISLATIVE SESSION
Sheriff Brian Albert, Washington County Sheriff's Office

Convene as the Board of Health

- 9:40 AM EXPANSION OF MENTAL HEALTH CRISIS SERVICES IN WASHINGTON COUNTY
Earl Stoner, Health Officer, Washington County Health Department; Dan Triplett, Administrator, Washington County Health Department
- 9:45 AM COMMUNITY MOBILE HEALTH CONTRACT
Earl Stoner, Health Officer, Washington County Health Department; Dan Triplett, Administrator, Washington County Health Department
- 9:50 AM ADOLESCENT CLUBHOUSE CONTRACT
Earl Stoner, Health Officer, Washington County Health Department; Dan Triplett, Administrator, Washington County Health Department
- 9:55 AM CRISIS BEDS CONTRACT
Earl Stoner, Health Officer, Washington County Health Department; Dan Triplett, Administrator, Washington County Health Department

Reconvene as the Board of County Commissioners of Washington County

- 10:00 AM FUNDING REQUEST FOR INFRASTRUCTURE PROJECT
Mayor Howard Long, Town of Boonsboro

- 10:10 AM CONTRACT AWARD (PUR-1583) – RUBBLE LANDFILL CLOSURE FOR THE SOLID WASTE DEPARTMENT
Brandi Naugle, Buyer, Purchasing; David Mason, Deputy Director, Solid Waste
- CONTRACT RENEWAL (PUR-1403) LANDFILL INSPECTION SERVICES – REQUIREMENTS CONTRACT
Brandi Naugle, Buyer, Purchasing; Dave Mason, Deputy Director, Solid Waste
- 10:15 AM BID AWARD (PUR-1586) - ROOF REPLACEMENT AND METAL SIDING INSTALLATION
Rick Curry, Director, Purchasing; Pam Boyd, Manager, Parks and Recreation
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-22-0103) – PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR DIVISION OF EMERGENCY SERVICES
Rick Curry, Director, Purchasing; Eric Jacobs, Operations Manager, Emergency Services
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-22-0104) - ONE (1) NEW 2024 FORD F-650 TRUCK
Rick Curry, Director, Purchasing; Mark Bradshaw, Director, Environmental Management
- 10:25 AM WALNUT HILL FARM, LLC RURAL LEGACY PROGRAM (RLP) EASEMENT
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 10:30 AM JOINT SEWER SERVICE AREA AGREEMENT (JSSA)
Mark Bradshaw, Director, Environmental Management
- 10:40 AM FY23 MIEMSS CARDIAC DEVICE GRANT-APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING
David Chisholm, Deputy Director-Operations, Emergency Services; Nicole Phillips, Grant Manager, Grant Management
- 10:45 AM DISCUSSION OF COMMISSIONER REPRESENTATION/ASSIGNMENTS ON WASHINGTON COUNTY BOARDS AND COMMISSIONS
Krista L. Hart, County Clerk
- 10:55 AM CLOSED SESSION - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; To consult with counsel to obtain legal advice on a legal matter; and To consult with staff, consultants, or other individuals about pending or potential litigation.)*

12:15 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Supported Legislation for upcoming Legislative sessions

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Sheriff Brian Albert

RECOMMENDED MOTION: consensus to support legislation

REPORT-IN-BRIEF: See attached Bills

DISCUSSION:

FISCAL IMPACT: Minimum

CONCURRENCES: Sheriff Albert is in support of both bills

ATTACHMENTS: Drafted bills to be submitted.

§ 2-335. Washington County

(a) Applicability. -- This section applies only in Washington County.

(b) Sheriff's salary. -- The Sheriff of Washington County shall receive an annual salary of the greater of:

(1) \$100,000, or

(2) The salary set by the County Commissioners of Washington County under Title 28, Subtitle 2 of the Local Government Article.

(c) Chief Deputy. -- The Sheriff shall appoint a chief deputy at a salary level set by the County Commissioners.

(d) Deputy sheriffs and other personnel; probationary status; tenure; off-duty services. --

(1) The Sheriff may appoint deputy sheriffs and other personnel necessary to perform the duties of office at salary levels set by the County Commissioners in accordance with the county's budgetary process.

(2) (i) Any deputy sheriff appointed according to this subsection:

1. Shall be placed on a probationary status for the first 2 years of the deputy sheriff's employment; and

2. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW**, may be dismissed by the Sheriff for any reason during that probationary period.

(ii) At the conclusion of continuous employment for 2 years, a deputy sheriff having the rank of major or below:

1. Has tenure; and

2. May be discharged by the Sheriff only for **[misfeasance, malfeasance, nonfeasance, or insubordination in office.] POLICE MISCONDUCT.**

(iii) FOR PURPOSES OF THIS SUBSECTION, "POLICE MISCONDUCT" SHALL MEAN:

1. DEPRIVING PERSONS OF RIGHTS PROTECTED BY THE CONSTITUTION OR LAWS OF THE STATE OR THE UNITED STATES;

2. A VIOLATION OF A CRIMINAL STATUTE; OR

3. A VIOLATION OF AGENCY STANDARDS AND POLICIES OF THE WASHINGTON COUNTY SHERIFF'S OFFICE.

(f) LABOR ORGANIZATION AND COLLECTIVE BARGAINING -- DEPUTY SHERIFFS. --

(1) THIS SUBSECTION APPLIES TO ALL FULL-TIME SWORN DEPUTY SHERIFFS IN THE WASHINGTON COUNTY SHERIFF'S OFFICE AT THE RANK OF SERGEANT AND BELOW.

(2) FULL-TIME SWORN DEPUTY SHERIFFS AT THE RANK OF SERGEANT AND BELOW MAY:

(i) TAKE PART IN OR REFRAIN FROM TAKING PART IN FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION OR ITS LAWFUL ACTIVITIES;

(ii) SELECT A LABOR ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE;

(iii) ENGAGE IN COLLECTIVE BARGAINING WITH THE SHERIFF AND COUNTY ADMINISTRATOR CONCERNING WAGES AND HEALTH AND WELFARE BENEFITS NOT REGULATED BY THE SHERIFF, THROUGH A LABOR ORGANIZATION CERTIFIED AS THEIR EXCLUSIVE REPRESENTATIVE;

(iv) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, ENTER INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THEIR EXCLUSIVE REPRESENTATIVE, COVERING THOSE WAGES AND HEALTH AND WELFARE BENEFITS NOT REGULATED BY THE SHERIFF; AND

(v) DECERTIFY A LABOR ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE.

(3) ANY ADDITIONAL FUNDING REQUIRED AS A RESULT OF A NEGOTIATED COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY COMMISSIONERS.

(4) (i) A LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS AN EXCLUSIVE REPRESENTATIVE IF THE FOLLOWING CONDITIONS ARE MET:

1. A PETITION FOR THE LABOR ORGANIZATION TO BE RECOGNIZED BY THE SHERIFF IS SIGNED BY AT LEAST 51% OF THE SWORN DEPUTY SHERIFFS AT THE RANK OF SERGEANT AND BELOW INDICATING THEIR DESIRE TO BE EXCLUSIVELY REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF COLLECTIVE BARGAINING; AND

2. THE PETITION IS SUBMITTED TO THE SHERIFF.

(ii) IF THE SHERIFF DOES NOT CHALLENGE THE VALIDITY OF THE PETITION WITHIN 20 CALENDAR DAYS FOLLOWING THE RECEIPT OF THE PETITION, THE LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE.

(iii) IF THE SHERIFF CHALLENGES THE VALIDITY OF THE PETITION, THE AMERICAN ARBITRATION ASSOCIATION SHALL BE REQUESTED TO APPOINT A THIRD PARTY NEUTRAL TO CONDUCT A SECRET BALLOT ELECTION AND TO CERTIFY WHETHER THE LABOR ORGANIZATION HAS BEEN SELECTED AS THE EXCLUSIVE REPRESENTATIVE BY A 51% VOTE OF THE SWORN DEPUTY SHERIFFS WITH THE RANK OF SERGEANT AND BELOW.

(iv) THE COSTS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND THE THIRD PARTY NEUTRAL SHALL BE SHARED EQUALLY BY THE PARTIES.

(5) (i) FOLLOWING CERTIFICATION OF AN EXCLUSIVE REPRESENTATIVE AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, THE PARTIES SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN GOOD FAITH.

(ii) THE PARTIES SHALL MAKE EVERY REASONABLE EFFORT TO CONCLUDE NEGOTIATIONS IN A TIMELY MANNER TO ALLOW FOR INCLUSION BY THE SHERIFF'S OFFICE OF MATTERS AGREED ON IN ITS BUDGET REQUEST. THE SHERIFF AND THE COUNTY ADMINISTRATOR MAY NOT BE REQUIRED TO ENGAGE IN COLLECTIVE BARGAINING NEGOTIATIONS WITH ANY LABOR ORGANIZATION AFTER THE TIME THAT THE COUNTY APPROVES ITS ANNUAL OPERATING BUDGET WITH REGARD TO CONDITIONS OF EMPLOYMENT WHICH WOULD REQUIRE THE APPROPRIATION OF FUNDS IN THE ANNUAL OPERATING BUDGET.

(6) (i) A COLLECTIVE BARGAINING AGREEMENT SHALL CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING PROCESS.

(ii) THE AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE PROVIDING FOR NONBINDING ARBITRATION OF GRIEVANCES.

(iii) AN AGREEMENT REACHED IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE DESIGNATED REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE BARGAINING NEGOTIATIONS.

(iv) SUBJECT TO SUBPARAGRAPH (V) OF THIS PARAGRAPH, AN AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY A MAJORITY OF THE VOTES CAST BY THE DEPUTY SHERIFFS IN THE BARGAINING UNIT, THE SHERIFF AND THE BOARD OF COUNTY COMMISSIONERS.

(v) ADDITIONAL FUNDING, IF ANY, REQUIRED AS A RESULT OF THE AGREEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS.

(vi) THE LABOR ORGANIZATION, THE SHERIFF, AND THE COUNTY ADMINISTRATOR MAY EACH DESIGNATE AT LEAST ONE, BUT NOT MORE THAN FOUR, INDIVIDUALS TO REPRESENT THEM IN COLLECTIVE BARGAINING.

(vii) AN AGREEMENT IS NOT VALID IF IT EXTENDS FOR LESS THAN ONE YEAR OR MORE THAN FOUR YEARS.

(7) NOTHING IN THIS SUBSECTION MAY BE CONSTRUED AS AUTHORIZING OR OTHERWISE ALLOWING A SWORN DEPUTY SHERIFF TO ENGAGE IN A STRIKE AS DEFINED IN §3-303 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

(g) LABOR ORGANIZATION AND COLLECTIVE BARGAINING – CORRECTIONAL DEPUTIES. –

(1) THIS SUBSECTION APPLIES TO ALL FULL-TIME CORRECTIONAL DEPUTIES IN THE WASHINGTON COUNTY SHERIFF'S OFFICE AT THE RANK OF SERGEANT AND BELOW.

(2) FULL-TIME CORRECTIONAL DEPUTIES AT THE RANK OF SERGEANT AND BELOW MAY:

(i) TAKE PART IN OR REFRAIN FROM TAKING PART IN FORMING, JOINING, SUPPORTING, OR PARTICIPATING IN A LABOR ORGANIZATION OR ITS LAWFUL ACTIVITIES;

(ii) SELECT A LABOR ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE;

(iii) ENGAGE IN COLLECTIVE BARGAINING WITH THE SHERIFF AND COUNTY ADMINISTRATOR CONCERNING WAGES AND HEALTH AND WELFARE BENEFITS NOT REGULATED BY THE SHERIFF, THROUGH A LABOR ORGANIZATION CERTIFIED AS THEIR EXCLUSIVE REPRESENTATIVE;

(iv) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, ENTER INTO A COLLECTIVE BARGAINING AGREEMENT, THROUGH THEIR EXCLUSIVE REPRESENTATIVE, COVERING THOSE WAGES AND HEALTH AND WELFARE BENEFITS NOT REGULATED BY THE SHERIFF; AND

(v) DECERTIFY A LABOR ORGANIZATION AS THEIR EXCLUSIVE REPRESENTATIVE.

(3) ANY ADDITIONAL FUNDING REQUIRED AS A RESULT OF A NEGOTIATED COLLECTIVE BARGAINING AGREEMENT SHALL BE SUBJECT TO APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS.

(4) (i) A LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS AN EXCLUSIVE REPRESENTATIVE IF THE FOLLOWING CONDITIONS ARE MET:

1. A PETITION FOR THE LABOR ORGANIZATION TO BE RECOGNIZED BY THE SHERIFF IS SIGNED BY AT LEAST 51% OF THE SWORN DEPUTY SHERIFFS AT THE RANK OF SERGEANT AND BELOW INDICATING THEIR DESIRE TO BE EXCLUSIVELY REPRESENTED BY THE PETITIONER FOR THE PURPOSE OF COLLECTIVE BARGAINING; AND

2. THE PETITION IS SUBMITTED TO THE SHERIFF.

(ii) IF THE SHERIFF DOES NOT CHALLENGE THE VALIDITY OF THE PETITION WITHIN 20 CALENDAR DAYS FOLLOWING RECEIPT OF THE PETITION, THE LABOR ORGANIZATION SHALL BE DEEMED CERTIFIED AS THE EXCLUSIVE REPRESENTATIVE.

(iii) IF THE SHERIFF CHALLENGES THE VALIDITY OF THE PETITION, THE AMERICAN ARBITRATION ASSOCIATION SHALL BE REQUESTED TO APPOINT A THIRD PARTY NEUTRAL TO CONDUCT A SECRET BALLOT ELECTION AND TO CERTIFY WHETHER THE LABOR ORGANIZATION HAS BEEN SELECTED AS THE EXCLUSIVE REPRESENTATIVE BY 51% OF THE CORRECTIONAL DEPUTIES OF THE RANK OF SERGEANT AND BELOW.

(iv) THE COSTS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND THE THIRD PARTY NEUTRAL SHALL BE SHARED EQUALLY BY THE PARTIES.

(5) (i) FOLLOWING CERTIFICATION OF AN EXCLUSIVE REPRESENTATIVE AS PROVIDED IN PARAGRAPH (4) OF THIS SUBSECTION, THE PARTIES SHALL MEET AT REASONABLE TIMES AND ENGAGE IN COLLECTIVE BARGAINING IN GOOD FAITH.

(ii) THE PARTIES SHALL MAKE EVERY REASONABLE EFFORT TO CONCLUDE NEGOTIATIONS IN A TIMELY MANNER TO ALLOW FOR INCLUSION BY THE SHERIFF'S OFFICE OF MATTERS AGREED ON IN ITS BUDGET REQUEST TO THE BOARD OF COUNTY COMMISSIONERS. THE SHERIFF AND THE COUNTY ADMINISTRATOR MAY NOT BE REQUIRED TO ENGAGE IN COLLECTIVE BARGAINING NEGOTIATIONS WITH ANY LABOR ORGANIZATION AFTER THE TIME THAT THE COUNTY APPROVES ITS ANNUAL OPERATING BUDGET WITH REGARD TO CONDITIONS OF EMPLOYMENT WHICH WOULD REQUIRE THE APPROPRIATION OF FUNDS IN THE ANNUAL OPERATING BUDGET.

(6) (i) A COLLECTIVE BARGAINING AGREEMENT SHALL CONTAIN ALL MATTERS OF AGREEMENT REACHED IN THE COLLECTIVE BARGAINING PROCESS.

(ii) THE AGREEMENT MAY CONTAIN A GRIEVANCE PROCEDURE PROVIDING FOR NONBINDING ARBITRATION OF GRIEVANCES.

(iii) AN AGREEMENT REACHED IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE IN WRITING AND SIGNED BY THE DESIGNATED REPRESENTATIVES OF THE PARTIES INVOLVED IN THE COLLECTIVE BARGAINING NEGOTIATIONS.

(iv) SUBJECT TO SUBPARAGRAPH (V) OF THIS PARAGRAPH, AN AGREEMENT IS NOT EFFECTIVE UNTIL IT IS RATIFIED BY A MAJORITY OF THE VOTES CAST BY THE CORRECTIONAL DEPUTIES IN THE BARGAINING UNIT, THE SHERIFF, AND THE BOARD OF COUNTY COMMISSIONERS.

(v) ADDITIONAL FUNDING, IF ANY, REQUIRED AS A RESULT OF THE AGREEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS.

(vi) THE LABOR ORGANIZATON, THE SHERIFF, AND THE COUNTY ADMINISTRATOR MAY EACH DESIGNATE AT LEAST ONE, BUT NOT MORE THAN FOUR, INDIVIDUALS TO REPRESENT THEM IN COLLECTIVE BARGAINING.

(vii) AN AGREEMENT IS NOT VALID IF IT EXTENDS FOR LESS THAN ONE YEAR OR MORE THAN FOUR YEARS.

(7) NOTHING IN THIS SUBSECTION MAY BE CONSTRUED AS AUTHORIZING OR OTHERWISE ALLOWING A CORRECTIONAL DEPUTY TO ENGAGE IN A STRIKE AS DEFINED IN §3-303 OF THE STATE PERSONNEL AND PENSIONS ARTICLE.

HOUSE BILL 873

D2, L6

2lr2388

By: **Washington County Delegation** Introduced and read
first time: February 7, 2022 Assigned to: Environment
and Transportation

A BILL ENTITLED

AN ACT concerning

Washington County – Sheriff’s Salary – Alteration

FOR the purpose of altering the salary of the Washington County Sheriff; repealing the requirement for the Washington County Commission to study and issue a report that contains recommendations relating to the salaries of the Sheriff of Washington County; and generally related to the Washington County Sheriff’s salary.

BY repealing and reenacting, without amendments,
Article – Courts and Judicial Proceedings
Section 2–335(a)
Annotated Code of Maryland
(2020 Replacement Volume and 2021 Supplement)

BY repealing and reenacting, with amendments,
Article – Courts and Judicial Proceedings
Section 2–335(b)
Annotated Code of Maryland
(2020 Replacement Volume and 2021 Supplement)

BY repealing and reenacting, without amendments,
Article – Criminal Procedure
Section 15–422(a) and (b)
Annotated Code of Maryland
(2018 Replacement Volume and 2021 Supplement)

BY repealing and reenacting, with amendments,
Article – Local Government
Section 28–207
Annotated Code of Maryland
(2013 Volume and 2021 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

hb0873

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Courts and Judicial Proceedings

2–335.

- (a) This section applies only in Washington County.
- (b) The [Sheriff of Washington County shall receive an annual salary of the greater of:
 - (1) \$100,000; or
 - (2) The salary set by the County Commissioners of Washington County under Title 28, Subtitle 2 of the Local Government Article] **SHERIFF’S SALARY IS 90% OF THE SALARY OF THE STATE’S ATTORNEY OF WASHINGTON COUNTY.**

Article – Criminal Procedure

15–422.

- (a) This section applies only in Washington County.
- (b) The State’s Attorney’s salary is 90% of the salary of a judge of the District Court of Maryland.

Article – Local Government

28–207.

- (a) The Commission shall study the salaries of:
 - (1) the County Commissioners of Washington County;
 - (2) the Washington County Board of Education;
 - (3) the Washington County Board of Liquor License Commissioners;
 - (4) the judges of the Orphans’ Court for Washington County; **AND**
 - (5) [the Sheriff of Washington County; and
 - (6)] the Treasurer of Washington County.

(b) On or before the December 1 following appointment, the Commission shall issue a report that contains recommendations to the County Commissioners of Washington County for review and consideration.

SECTION 2. AND BE IT FURTHER ENACTED, That, pursuant to Article III, § 35 of the Maryland Constitution, this Act may not be construed to extend or apply to the salary or compensation of the Sheriff of Washington County while serving in a term of office beginning before the effective date of this Act, but the provisions of this Act concerning the salary or compensation of the Sheriff of Washington County shall take effect at the beginning of the next following term of office. This limitation does not apply to an individual appointed or elected after the effective date of this Act to fill out an unexpired term.

SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2022.



Agenda Report Form

Open Session Item

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

SUBJECT: Expansion of Mental Health Crisis Services in Washington Co.

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Earl Stoner, Health Officer; Dan Triplett, Administrator

RECOMMENDED MOTION: The health department recommends that the Board of Health approves the award of a contract to Way Station in the amount of \$104,292.00 for the expansion of mental health crisis response services throughout Washington County.

REPORT-IN-BRIEF: Each jurisdiction within the State of Maryland has a single identified crisis service provider. This provider is chosen by the Mental Health Authority within each jurisdiction. In Washington County, this provider is Way Station. Funds have been granted to the health department to expand behavioral health crisis services within Washington County. We are requesting permission to award the granted funds to Way Station for this purpose for the period from October 1, 2022 through June 30, 2023.

DISCUSSION:

FISCAL IMPACT: No additional funds are being sought for this award. The total cost of this contract is being funded by a grant through the Behavioral Health Administration of the Maryland Department of Health.

CONCURRENCES:

ATTACHMENTS: Contract Document

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY23 F936N-0881
Way Station, Inc.

THIS CONTRACT (the "Contract"), is made as of the 1st day of October, 20 22 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and Way Station Inc.

("Contractor") whose principal office in Maryland is
328 N. Potomac Street, Hagerstown, MD 21740
and whose principal business address is
Same

The parties agree as follows:

1. Scope of Contract.

- (a) The Contractor shall provide the following goods or services:

Way Station Inc. agrees to meet the Conditions of Award (attached) & Statement of Work (attached) dated 9/30/2022.

The scope of work or solicitation dated 9/30/2022 is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated XXXX is attached and incorporated by references as Exhibit X. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

- (b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of October 1st, 20 22 through June 30th, 20 23.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed **\$ 104,292.00.**
- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is 52-1162749. The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number – Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.
- (d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to wchd.invoice@maryland.gov. All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number;
- Invoice period;

- Invoice date;
- Invoice number
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.

Supporting Documentation Requirements

The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.

- For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail amounts paid to or on behalf of (salary and fringe costs) individual employees.
- For equipment purchases that are approved under the grant award, originals or copies of receipts for the equipment must be submitted along with the invoice.
- For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided.
- For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice.

Onsite Visit/Audit

For service contracts, the Washington County Health Department, will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that a service is being performed at a specific time, it may be unannounced.

- 4. Procurement Officer.** The Department designates Michelle Hutchinson to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
- 5. Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- 6. Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
- 7. Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- 8. Termination for Non Appropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.
11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

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

CONTRACTOR

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT**

By: _____ (Seal)

Jeff Richardson, Executive Director
(Printed Name and Title)

Date

By: _____

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Attachments: Exhibit A: COA & SOW



Agenda Report Form

Open Session Item

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

SUBJECT: Community Mobile Health Contract

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Earl Stoner, Health Officer; Dan Triplett, Administrator

RECOMMENDED MOTION: The health department recommends that the Board of Health award a contract to Meritus Medical Center in the amount of \$76,134.00 for the establishment of a mobile health program that will provide direct outreach to neighborhoods determined to have the greatest health disparities and inequities in Hagerstown.

REPORT-IN-BRIEF: The health department has been awarded grant funds to address health disparities and inequities in areas where citizens may not be able to easily access care. The health department would like to partner with Meritus Medical Center to establish a mobile health program that will provide various healthcare services, including testing and vaccination for COVID-19, to citizens in their own neighborhoods which we feel will greatly increase their access to such care. As Meritus is the only hospital within Washington County and already has a state of the art medical van, the health department feels they are the only entity within Washington County who is able to provide this service.

DISCUSSION:

FISCAL IMPACT: No additional funds are being requested for this award. This contract is fully funded through grants awarded by the Maryland Department of Health.

CONCURRENCES:

ATTACHMENTS: Contract Document

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY23 F979P - 0802
Meritus Medical Center
COVID - 19 Mobile Health**

THIS CONTRACT (the "Contract"), is made as of the										25th		day of		October		, 20		22		by and between									
the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and Meritus Medical Center																													
("Contractor") whose principal office in Maryland is																													
1116 Medical Campus Rd., Hagerstown, MD 21742																													
and whose principal business address is																													
Same																													
The parties agree as follows:																													
1. Scope of Contract.																													
(a) The Contractor shall provide the following goods or services:																													
<p>Meritus Health will provide a Community Mobile Health program which will provide direct outreach to the neighborhoods determined to have the greatest health disparities and inequities in Hagerstown.</p> <p>The health team will include a Certified Nurse Practitioner (CRNP), a Medical Assistant and a Community Health Worker (CHW).</p> <p>The mobile health unit includes a state-of-the-art medical van that was outfitted during the Covid-19 pandemic to help administer vaccines throughout the county.</p> <p>The mobile health unit will provide access to primary care services including health screening, evaluation, education and will make referrals when indicated.</p> <p>CHW .5 FTE- \$19,600 CRNP .3 FTE- \$36,534</p> <p>Meritus Health will report on:</p> <p># of mobile covid vaccine clinics</p> <p># of BP cuff given out</p> <p># of health screening completed by type (diabetes risk, depression, Blood Pressure).</p>																													
The scope of work or solicitation dated										XXX		is attached and incorporated by reference as Exhibit										X		The					
Contractor's bid or proposal dated										XXX		is attached and incorporated by references as Exhibit										X		If there					
Is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:																													
Exhibit A - the scope of work or solicitation and Exhibit B - the Contractor's bid or proposal.																													
(b) Changes. This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).																													
2. Term of Contract. The term of this Contract shall be for the period of																													
										July 1st				, 20		22		through		May 31st				, 20		23			
3. Compensation and Method of Payment.																													
(a) Compensation. The total compensation for services to be rendered by the Contractor shall not exceed \$76,134.00																													
(b) Method of Payment. The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.																													

(c) Tax Identification Number. The Contractor's Federal Tax Identification Number is		
	01-0639265	The Contractor's Social Security Number is
		(Individual Contractor Only). Contractor's Federal Tax Identification Number (or
	Social Security Number – Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.	
(d) Invoicing. All invoices for services shall be signed by the Contractor and submitted to the Procurement Officer. All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information: Please email invoice to : wchd.invoice@maryland.gov .		
<ul style="list-style-type: none"> • Contractor name; • Remittance address; • Federal taxpayer identification number; • Invoice period; • Invoice date; • Invoice number • Goods or services provided; and • Amount due. 		
<p>Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.</p>		
Supporting Documentation Requirements		
<p>The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.</p>		
<ul style="list-style-type: none"> • For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail amounts paid to or on behalf of (salary and fringe costs) individual employees. • For equipment purchases that are approved under the grant award, originals or copies of receipts for the equipment must be submitted along with the invoice. • For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided. • For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice. 		
Onsite Visit/Audit		
<p>For service contracts, the Washington County Health Department, will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that a service is being performed at a specific time, it may be unannounced.</p>		
4. Procurement Officer. The Department designates		Michelle Hutchinson
to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.		
5. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.		
6. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will		

pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. Termination for Non Appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. Non-Discrimination in Employment. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.		
CONTRACTOR		STATE OF MARYLAND MARYLAND DEPARTMENT OF HEALTH WASHINGTON COUNTY HEALTH DEPARTMENT
	(Seal)	
By:		By:
Allen Twigg, Executive Director (Printed Name and Title)		Earl Stoner, Health Officer (Printed Name and Title)
Date		Date



Agenda Report Form

Open Session Item

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

SUBJECT: Adolescent Clubhouse Contract

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Earl Stoner, Health Officer; Dan Triplett, Administrator

RECOMMENDED MOTION: The health department is recommending that the Board of Health award a contract to Horizon Goodwill Industries in the amount of \$276,494.99 for the continued operation of an Adolescent Clubhouse program within Hagerstown for the period from October 1, 2022 through September 29, 2023.

REPORT-IN-BRIEF: The Adolescent Clubhouse program provides safe places for adolescents to meet, provides activities and events to entertain, and acts as a alternative for adolescents who may otherwise engage in drug use or other harmful activities. An RFP was issued by the health department (RFP-2022-06) on eMaryland Marketplace and published on our web site. Only 1 bid was received for these services – Horizon Goodwill Industries. Horizon Goodwill has been operating our Adolescent Clubhouse for the past year and this has been very well received within the community.

DISCUSSION:

FISCAL IMPACT: No additional funds are being requested for the award of this contract. The adolescent clubhouse program is fully funded by a grant awarded to the health department by the Behavioral Health Administration of the Maryland Department of Health.

CONCURRENCES:

ATTACHMENTS: Contract Document

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY23 F787N-0802
Adolescent Clubhouse**

THIS CONTRACT (the "Contract"), is made as of the <u>1st</u> day of <u>November</u> , 20 <u>22</u> by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and <u>Horizon Goodwill Industries</u>									
("Contractor") whose principal office in Maryland is									
<u>14515 Pennsylvania Ave., Hagerstown, MD 21742</u>									
and whose principal business address is									
<u>Same</u>									
The parties agree as follows:									
1. Scope of Contract.									
(a) The Contractor shall provide the following goods or services: <u>Services to be provided are included in the RFP-2022-06 dated 9/28/2022. All aspects of the RFP are to be followed in accordance with the guidelines.</u>									
The scope of work or solicitation dated <u>XXX</u> is attached and incorporated by reference as Exhibit <u>X</u> . The Contractor's bid or proposal dated <u>XXX</u> is attached and incorporated by references as Exhibit <u>X</u> . If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.									
(b) Changes. This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).									
2. Term of Contract. The term of this Contract shall be for the period of									
<u>October 1st.</u> , 20 <u>22</u> through <u>September 29th</u> , 20 <u>23</u> .									
3. Compensation and Method of Payment.									
(a) Compensation. The total compensation for services to be rendered by the Contractor shall not exceed <u>\$ 276,494.99.</u>									
(b) Method of Payment. The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.									
(c) Tax Identification Number. The Contractor's Federal Tax Identification Number is									
<u>52-0660403</u> . The Contractor's Social Security Number is									
(Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number – Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.									
(d) Invoicing. All invoices for services shall be signed by the Contractor and submitted to <u>wchd.invoice@maryland.gov</u> . All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information:									
<ul style="list-style-type: none"> • Contractor name; • Remittance address; • Federal taxpayer identification number; • Invoice period; • Invoice date; 									

- Invoice number
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.

Supporting Documentation Requirements

The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.

- For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail amounts paid to or on behalf of (salary and fringe costs) individual employees.
- For equipment purchases that are approved under the grant award, originals or copies of receipts for the equipment must be submitted along with the invoice.
- For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided.
- For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice.

Onsite Visit/Audit

For service contracts, the Washington County Health Department, will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that a service is being performed at a specific time, it may be unannounced.

4. Procurement Officer. The Department designates	Michelle Hutchinson
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to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

5. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

6. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. Termination for Non Appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. Non-Discrimination in Employment. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.				
CONTRACTOR		STATE OF MARYLAND MARYLAND DEPARTMENT OF HEALTH WASHINGTON COUNTY HEALTH DEPARTMENT		
		(Seal)		
By:		By:		
(Printed Name and Title)			Earl Stoner, Health Officer (Printed Name and Title)	
Date			Date	



Agenda Report Form

Open Session Item

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

SUBJECT: Crisis Beds Contract

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Earl Stoner, Health Officer; Dan Triplett, Administrator

RECOMMENDED MOTION: The health department is recommending that the Board of Health award a contract to Meritus Medical Center in the amount of \$112,491.00 for the expansion of Crisis Beds and stabilization services for the period of October 1, 2022 through June 30, 2023.

REPORT-IN-BRIEF: Short term (usually under 4 days) stabilization services are used to enhance existing withdrawal management services for individuals who are affected by various addictions. This contract will expand access to treatment and recovery services, providing access to buprenorphine induction, care coordination by Certified Peer Recovery Specialist, and individual treatment services. This approach promotes treatment rather than incarceration will likely decrease the number of negative interactions with local law enforcement. The goal of the program is to divert individuals to the appropriate level of care. Because of the nature of the interventions necessary, the health department feels the Meritus Medical Center, as the only hospital within Washington County, is the only entity who can provide these services.

DISCUSSION:

FISCAL IMPACT: No additional funds are being requested for this award. This contract will be fully funded by a grant awarded to the health department by the Behavioral Health Administration of the Maryland Department of Health.

CONCURRENCES:

ATTACHMENTS: Contract Attached

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY23 F936N-0881
Meritus Medical Center**

THIS CONTRACT (the "Contract"), is made as of the 1st day of October, 20 22 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and Meritus Medical Center

("Contractor") whose principal office in Maryland is
1116 Medical Campus Road, Hagerstown, MD 21740

and whose principal business address is

Same _____.

The parties agree as follows:

1. Scope of Contract.

- (a) The Contractor shall provide the following goods or services:

Meritus Medical Center agrees to meet the Conditions of Award (attached) & Statement of Work (attached) dated 9/30/2022.

The scope of work or solicitation dated 9/30/2022 is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated XXXX is attached and incorporated by references as Exhibit X. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

- (b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of October 1st,, 20 22 through June 30th, 20 23.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$112,491.00
- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is 52-0607949. The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number – Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.
- (d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to wchd.invoice@maryland.gov. All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number;
- Invoice period;

- Invoice date;
- Invoice number
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.

Supporting Documentation Requirements

The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.

- For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail amounts paid to or on behalf of (salary and fringe costs) individual employees.
- For equipment purchases that are approved under the grant award, originals or copies of receipts for the equipment must be submitted along with the invoice.
- For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided.
- For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice.

Onsite Visit/Audit

For service contracts, the Washington County Health Department, will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that a service is being performed at a specific time, it may be unannounced.

- 4. Procurement Officer.** The Department designates Michelle Hutchinson to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
- 5. Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- 6. Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
- 7. Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- 8. Termination for Non Appropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.
11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

Conditions Of Award

The **Conditions of Award (CoA)** set forth the standard terms and conditions for all Behavioral Health Administration (BHA) awards are applicable for the current State Fiscal Year (SFY) 2023.

In addition to the CoA, each grant award document contains “program specific” award details and instructions also known as a **Statement of Work (SOW)** and may be incorporated by reference in the CoA. These program details are designed to ensure that award recipients comply with any regulatory, statutory or local programmatic requirements. Additionally, program specific terms and conditions may be amended and/or added to an award at any time during the award period, in order to address budgetary or program compliance issues as deemed necessary by BHA.

The Award Recipient must affirm in writing, along with other agencies, consultants and vendors supported by the Award, that they are aware of their responsibilities and agree to comply with these Conditions of Award and any related requirements/certifications etc. as applicable. Failure to comply with the terms and conditions may lead to possible delays in funding, suspension, reduction and or termination of an award. BHA reserves the right to recover partial or full award amounts due to negligence, misappropriation or any other form of non-compliance, as deemed necessary and with supporting justification. Further, BHA reserves the right to vary the Conditions of Award at any time by providing 30 days written notice to the award recipient.

DEFINITIONS

- a. **Allocation Letter** – A letter notifying a jurisdiction or Behavioral Health Authority of projected allocation amounts to be anticipated for the upcoming state fiscal year.
- b. **Award Letter** – the letter from BHA to the principal Award Recipient specifying the value and tenure of the grant that has been awarded.
- c. **Award Recipient(s)** – An entity or jurisdiction to which an award has been made by BHA and has assumed responsibility for the overall administration and management of the awarded funds.
- d. **Award Period** – the period of the Award as set forth in the Award Letter.
- e. **Crisis Service Definitions:**
 - **Crisis Beds** - Short term (not usually to exceed 4 days) stabilization services, that enhances already existing withdrawal management services, and expands access to treatment and recovery service availability with the addition of buprenorphine induction and care coordination by Certified Peer Recovery Specialists. Facilities provide immediate attention in the least restrictive setting through a robust menu of individualized treatment services and recovery supports including transportation. This approach promotes treatment rather than incarceration and it will likely decrease the number of interactions with local law enforcement, which often results in arrests, and diverts individuals to the appropriate level of care.

- **Crisis Center (24/7 Walk In/ Stabilization)** - Centers that are typically open 24/7 and serve as an entry point for individuals to access any number of varying crisis services that assist in de-escalating and stabilizing a behavioral health crisis. Individuals experiencing a behavioral health and/or substance-related crisis is eligible. Whether free standing or attached to a hospital, these centers serve as a potential entry point to long-term, ongoing service delivery and care. The primary functions ideally include screening and assessment, crisis stabilization (including medication), brief treatment, and linkage to social services and other behavioral health services, though offerings can vary.
- **Mobile Crisis Services Expansion** - Mobile Crisis is a community-based mobile crisis service that provides face-to-face professional and peer intervention, deployed in real time to the location of a person in crisis. The immediate goal is to de-escalate the person's behavioral health crisis, but also assists with continuity of care by providing support that continues past the crisis period.
- **Safe Stations** - "The Safe Station model is built on four strategies: the use of *warm handoffs* from Safe Stations to addiction treatment, *patient-centered* approaches to treatment entry, aggressive resolution of *barriers to care*, and *continuity* of contact with the patient. Similar to walk-in centers, these are a newer crisis service that employs fire and police stations as access hubs for entry into the treatment system, with 24 hours a day, seven days a week access for interested individuals. The purpose of these approaches is to avoid patient attrition/dropout. The Safe Stations program also includes care coordination, peer recovery support, and legal assistance with warrant resolution. Entry and admission to Safe Stations is the beginning of a process that includes a team to assist individuals with opioid addiction to connect with treatment when they decide they need treatment.

f. **Report** – A written record submitted to BHA, in the form and manner prescribed, on which the Award Recipient reports on the activities undertaken during a specified timeframe (i.e. monthly, quarterly etc.).

g. **Statement of Work (SOW)** – A SOW is a formal document that provides direction and details to the vendor or contractor about how the work should be performed, under what conditions, timeframes for accomplishment, frequency and outcomes/outputs. *(Unless otherwise noted, BHA-required SOW's shall generally be Performance-Based or Level of Effort/Time & Materials/Unit Rate in nature).*

TERMS

The LBHA shall provide or contractually ensure the provision of the following during the Award Period of October 1, 2022 through June 30, 2023:

Crisis Beds, Crisis Center (24/7 Walk In/ Stabilization), Mobile Crisis Services Expansion, and Safe Stations

Washington County LAA
SOR III Crisis Program BH262SOR
September 30, 2022

Eligible Use of Funds:

- Evidence-based treatments, practices, and interventions for OUD; This program also supports evidence-based prevention, treatment and recovery support services to address stimulant use disorder to include cocaine and methamphetamine;
- Develop and implement evidence-based prevention, treatment, and recovery support services to address stimulant misuse and use disorders; Clinical treatment may include outpatient, intensive outpatient, day treatment, partial hospitalization, or inpatient hospitalization;
- FDA approved MAT (methadone and buprenorphine products);
- Evidence-based prevention, treatment, and recovery support;
- Contingency Management (Treatment only);
- Telehealth equipment and other related costs;
- Implementation of tobacco/nicotine product (e.g.: vaping) cessation programs, activities, and/or strategies;
- Collaboration or coordination with Ryan White HIV/AIDS Program;
- Training/workforce development for staff.

Ineligible Use of Funds:

- Medical withdrawal (detoxification);
- Non-evidence-based approaches;
- Funding of programs that would deny a patient access to their program because of their use of FDA-approved MAT medications;
- No funding may be used to procure DATA waiver training by recipients or sub recipients of this funding;
- Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags;
- Pay for the purchase or construction of any building or structure to house any part of the program;
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.

Special Terms of Award

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. *See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).* This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

Washington County LAA
SOR III Crisis Program BH262SOR
September 30,2022

Certain Federal Fund Requirements and Restrictions

The Grantee will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Section 504 of the Rehabilitation Act of 1973, as amended (*29 U.S.C. Sec. 791 et seq.*) prohibits discrimination on the basis of handicap in all federally assisted programs and activities.

The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Grant funds may not be used, directly or in affiliation with safe use sites.

Gift cards cannot be purchased with SOR funding.

Failure to comply with these Conditions of Award may result in the following, including but not limited to, loss of award, future audit exceptions, dis-allowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

Reporting Requirements:

Monthly reporting on performance measures/deliverables will be required with the first report due and no later October 15, 2022 (reporting is due by the 15th of every month).

Monthly reporting on expenses will be required with the first report due and no later October 15, 2022 (reporting is due by the 15th of every month). **The Worksheet 3 will be uploaded for completion in box.com.**

If applicable, all Government Performance and Results Act (GPRA) data is captured at the designated intervals (baseline, 3 months, 6 months, discharge) as required by SAMHSA.

Washington County LAA
SOR III Crisis Program BH262SOR
September 30, 2022

STATEMENT OF WORK

NAME OF AWARD RECIPIENT:	Washington County LAA
AWARD #	BH2622SOR F787N
PERIOD : (State Fiscal Year)	SFY2023

SECTION I.

1.	Title	Crisis Services Expansion
2.	Objectives	Provide peer support services to individuals experiencing opioid overdose
3.	Award Value	\$112,491 October 1, 2022 through June 30, 2023
4.	Name of Contractor/ Provider Organization	Meritus Medical Center
5.	List of ALL positions funded in part or wholly by this Award	Support Specialists - 4 FTE
6.	Location of Work/Work Site of Service Delivery	Meritus Medical Center 11116 Medical Campus Road, Hagerstown, MD 21742
7.	Performance Requirements	Services will be provided to individuals with opioid use disorders. Individuals will also be screened and assessed for stimulants. Those testing positive for stimulant use will receive the appropriate treatment and care.

8.	Reporting Requirements	Monthly reporting on performance measures/deliverables will be required with the first report due and no later October 15, 2022 (reporting is due by the 15th of every month). Monthly reporting expenses will be required with the first report due and no later October 15, 2022 (reporting is due by the 15th of every month). The sheet 3 will be uploaded for completion in box.com
9.	Modification Requirements	Should modifications to this agreement be required; requests must be submitted in writing by the Local Behavioral Health Authority/Local Addiction Authority to the Office of Crisis & Criminal Justice Services at BHA. Requests for changes will be reviewed by the Office and will be considered in a timely manner. If changes are approved, the Office will partner with the Local Authority and BHA Finance to make necessary changes & provide the Local Authority with an updated Scope of Work to guide service delivery.
10.	Special Requirements	

Washington County LAA
 SOR III Crisis Program BH262SOR
 September 30,2022

SECTION II. - Work Breakdown Structure (WBS)

Task/Activities	Deliverables/Milestones /Unit Measure	Tentative Dates for Delivery
Reduction of remissions to Meritus Behavioral Health Unit	2 %	June 30, 2023
Reduce number of emergency service calls	2 %	June 30, 2023
Number of individuals served through ED peer support specialists who have experienced an overdose	15	June 30, 2023
Reduction in County overdoses	2 %	June 30, 2023

Meritus Medical Center_ has read and understands the requirements of this Statement of Work (SOW) **Meritus Medical Center** covering the Award Period of **October 1, 2022 through June 0, 2023**. Further, the Award Recipient agrees to provide/deliver the stated services as rib ed above, not to exceed the amount listed in Section I., in the manner and timeframe reflected h

AWARD RECIPIENT:

Signature of Authorizing Official:

Printed Name of Authorizing Official:

Effective Date:_____

CONTRACTOR

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal) By: _____

Douglas Spotts, MD CHO, VP
(Printed Name and Title)

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Date

Attachments: Exhibit A: COA & SOW



Agenda Report Form

Open Session Item

SUBJECT: Funding Request for Infrastructure Project.

PRESENTATION DATE: January 10th, 2023

PRESENTATION BY: Mayor Howard Long, Town of Boonsboro

RECOMMENDED MOTION: Award \$520,000 in grant funds to the Town of Boonsboro, to fund the realignment of Campus Avenue and create a controlled intersection with Chase Six Boulevard and Maple Avenue.

REPORT-IN-BRIEF: Currently, no crosswalk exists at the intersection of Maple Avenue and Campus Avenue. This creates a dangerous situation for pedestrians and student coming to/from campus. A controlled intersection w/ crosswalks will reduce chronic speeding and provide safe crossing.

DISCUSSION:

FISCAL IMPACT: The intersection will improve existing road infrastructure and accommodate both residential and commercial growth.

CONCURRENCES:

ATTACHMENTS:

- 1) Formal Funding Request Letter from Mayor Long
- 2) Chase Six Blvd. - Campus Ave. Realignment & Intersection Project Summary
- 3) Chase Six Blvd. - Campus Ave. Realignment & Intersection Concept Plan
- 4) Draft MOU w/ Washington County



TOWN OF BOONSBORO

21 NORTH MAIN STREET ♦ BOONSBORO, MARYLAND 21713

WWW.TOWN.BOONSBORO.MD.US ♦ 301-432-5141

December 1, 2022

Board of County Commissioners
Of Washington County
100 West Washington Street
Hagerstown, MD 21740

Re: Request for Funding – Chase Six / Campus Avenue Realignment & Intersection (\$520,000)

Dear President Cline & Commissioners:

I am writing to request funding assistance for an important public safety project, currently in planning and design, here in the Town of Boonsboro. Beginning in October 2021, Staff and Elected Officials from Washington County, Washington County Public Schools, and the State Highway Administration have been working together with Potomac Edison, a local real estate developer, and a private property owner to install a controlled intersection and crosswalks, where the Educational Campus's Campus Drive intersects with Maple Avenue / MD-66. Please see the attached Project Summary and Concept Plan.

We're expecting residential development and approximately 200 new homes, immediately north of the Educational Campus. With it, Chase Six Boulevard is scheduled for completion and will intersect with Maple Avenue, approximately 400-feet northeast of the Campus Avenue intersection. The increased traffic created by offset intersections will inevitably worsen the speeding, pedestrian safety, and infrastructure issues that already exist. We need a controlled intersection, with traffic lights and crosswalks, to safely ferry our school children across Maple Avenue.

Working with Senator Corderman and Secretary Brinkley, we've secured a \$200,000 Legislative Bond Initiative and a \$200,000 MDOT Grant to pay for the needed improvements to Campus Avenue. We are respectfully requesting a grant of \$520,000 from Washington County. The total cost to realign Campus Avenue, complete a land swap transaction with a local property owner, and complete the needed grading, landscaping, and stormwater improvements is estimated at \$920,000. The real estate developer has pledged the cost of engineering.

We are grateful to the Board of County Commissioners for their outstanding support and guidance. The \$1 Million we received for our reservoir replacement is much appreciated and will prove to be an excellent investment for Boonsboro and Washington County. That project is scheduled to begin construction, July 2023. The intersection is another great investment opportunity. That area of Town needs safer traffic infrastructure, both today and for future growth. Please consider making another important investment in the Boonsboro Community and the safety of Washington County residents.

Thanks very much for your consideration! Please contact Town Manager, Paul Mantello, with any questions or comments. He can be reached by phone at 301-432-7600 and by email at townmanager@townofboonsboro.com.

Sincerely,
Howard Long, Mayor
Town of Boonsboro

Cc. (via email) The Honorable Paul D. Corderman, Maryland State Senate, Washington County District 2
The Honorable Mark Widmyer, Maryland Governor's Office, Intergovernmental Affairs

Chase Six Boulevard – Campus Avenue Realignment & Intersection

Town of Boonsboro, Maryland

Background:

Maryland Route 66, known as Maple Avenue as it travels three quarters of a mile through the Town of Boonsboro, is a thoroughfare for residents traveling to-and-from Hagerstown. Every day, around 4,200 vehicles travel the stretch of Maple Avenue, bordering the educational campus. On average, 650 of those vehicles (15%) are travelling 12-or-more mph over the posted speed limit of 30 mph.

The Town is expecting residential development and approximately 200 new homes, immediately north of campus. With it, a new road named Chase Six Boulevard will intersect with Maple Avenue, approximately 400-feet northeast of the Campus Avenue intersection; the Educational Campus's connection to MD-66.

The Need:

Heavy traffic, speeding, and the absence of crosswalks to safely ferry students across Maple Avenue to/from campus is a dangerous scenario with potentially dire consequences. The increased traffic created by an offset Chase Six Boulevard will inevitably worsen the safety and traffic issues that already exist. We need lighted and marked pedestrian crossings and a controlled intersection.

In December, Town Staff met with the developer, WCPS, and SHA to discuss solutions. With all the issues present (queueing, speeding, high traffic, etc.), we agreed our only option is to realign Chase Six Boulevard and Campus Avenue to intersect at a controlled intersection, with crosswalks.

Current Status:

The Town Council, State Highway Administration, the Developer (Jim Draper & 8486 LLC), and many of our residents all agree that unsafe conditions exist presently and new development is an opportunity to improve infrastructure, to ensure these issues don't worsen as we grow.

Working with the developer's engineering and construction staff, we drafted a concept plan for the realignment and intersection, and we have a preliminary cost estimate to complete permitting and construction. The estimated cost to realign Campus Avenue is \$920,000. The construction of Chase Six Boulevard and the controlled intersection are the responsibility of the Developer, per items 5 and 6 of the 2006 Annexation Agreement with the Town, shown below:

5. Roads. The Town shall cooperate with the Owners in securing for the benefit of the Owners, at Owners' expense, such entrances, traffic control devices and street modifications, if any, together with the approvals thereof by the Maryland State Highway Administration and other governmental agencies having jurisdiction, which are necessary for the development of the Property in accordance with the Annexation Plat.

6. Chase Six Boulevard. The Owners shall be responsible to construct Chase Six Boulevard (to include a completed intersection at Maryland Route 66). The Owners will bond the estimated cost of such construction upon recordation of the first final subdivision plat for the Property.

A lighted intersection creates the crosswalks and sidewalks needed to safely ferry students walking to-and-from campus. A traffic light will also serve to slow traffic on Maple Avenue and efficiently control traffic during arrival and dismissal.

The Town recently received a \$200,000 Legislative Bond Initiative (LBI) grant, through Senator Corderman's Office, and another \$200,000 MDOT grant, to fund the construction costs. The Town has also pledged all available resources to successfully complete the project. The Developer has pledged the cost of engineering work needed to realign Campus Drive.

We are respectfully requesting \$520,000 from the Board of County Commissioners to fully fund the Chase Six Boulevard - Campus Avenue Realignment & Intersection project.

For more information:

Paul Mantello, Town Manager

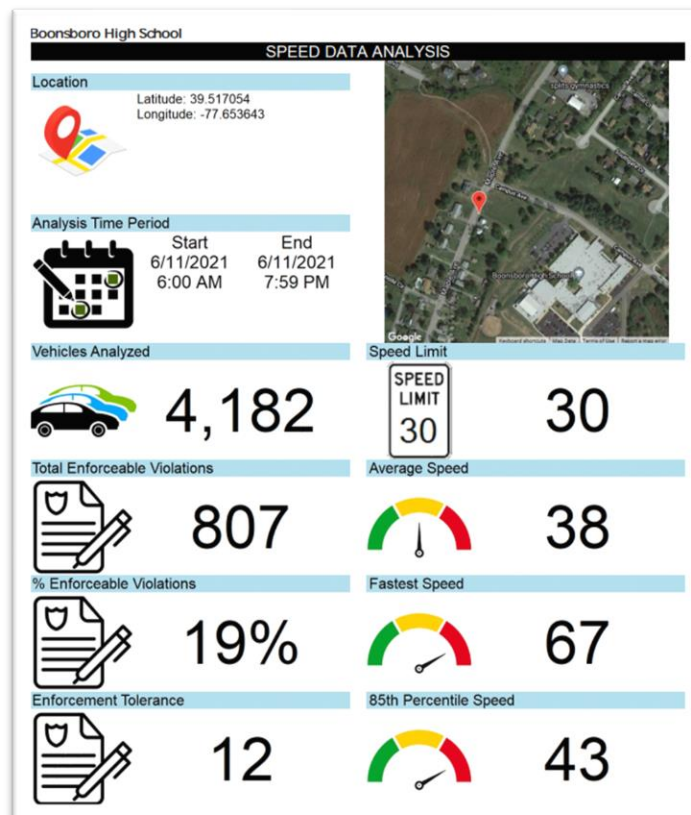
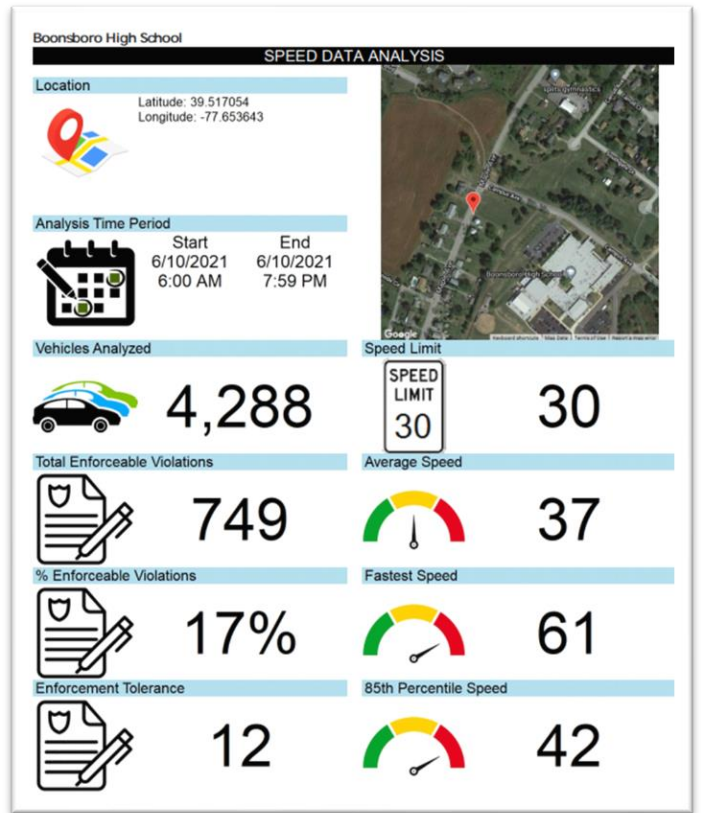
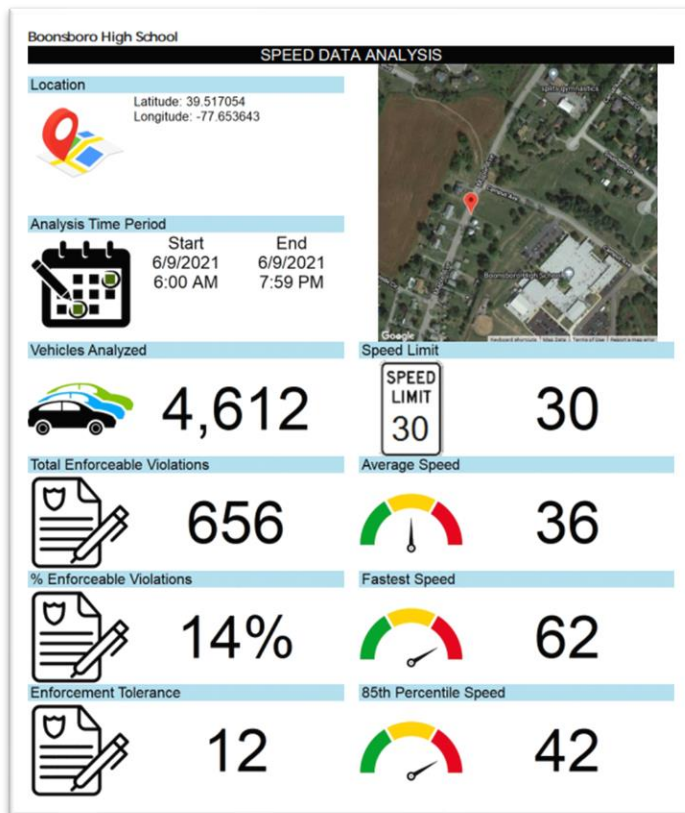
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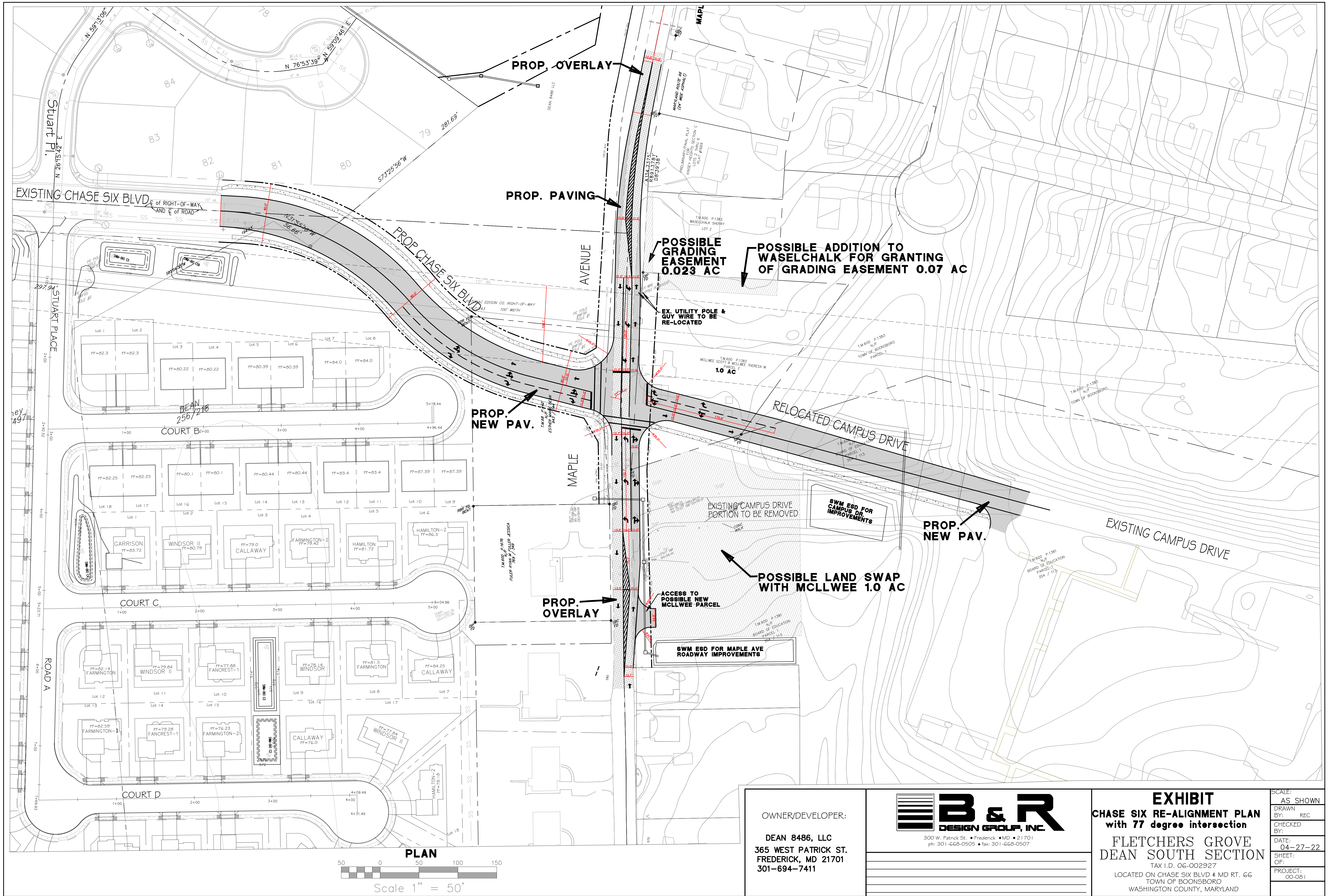
301-473-3123 (C)

townmanager@townofboonsboro.com

Maple Avenue (Rt. 66) 3-Day Traffic Study (06/09 – 06/11)

13,082 Total Vehicles over 42 Hours (2,212 Vehicles Speeding 12MPH+)





MEMORANDUM OF UNDERSTANDING REGARDING REALIGNMENT OF CAMPUS AVENUE

This Memorandum of Understanding Regarding the Realignment of Campus Avenue ("MOU") is entered into this _____ day of _____, 2022, by and between the Mayor and Council of the Town of Boonsboro, Maryland, a body corporate and politic ("Town"), and the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("County"). The Town and the County may sometimes be referred to in this Agreement individually as a Party or collectively as the Parties.

RECITALS

The Parties agree that, in order to promote the safety of students and community members, Campus Avenue should be realigned as set forth on the attached drawing by B&R Design Group, Inc. for Fletchers Grove Dean South Section entitled *Exhibit: Chase Six Re-Alignment Plan with 77 degree Intersection*. Said drawing is labeled as Exhibit A, attached hereto, and incorporated herein.

The realignment of Campus Avenue will occur as part of a larger project creating a lighted intersection at Campus Avenue (as realigned) and Chase Six Boulevard (as developed) ("Project"). This intersection is more fully depicted on Exhibit A.

The Town sought funding from external sources, including but not limited to a state bond bill, to finance those portions of the Project not being paid for by the developer of Fletchers Grove.

The County is, or expects to soon become, the owner of certain real property consisting of approximately one acre fronting on Maple Avenue, a portion of which underlies the current Campus Avenue. This parcel is shown on Exhibit A as the shaded area and labeled as "Possible Land Swap with McIlwee 1.0 ac." This parcel shall hereinafter be referred to as "County Parcel."

The Town is, or expects to soon become, the owner of certain real property with a street address of 202 Maple Avenue, Boonsboro, Maryland, which consists of approximately one acre fronting on Maple Avenue. This parcel shall hereinafter be referred to as "Town Parcel."

8. **Effectiveness.** This MOU shall become effective on the date signed by both Parties and shall remain in full force and in effect until terminated by written mutual agreement of the Parties.

9. **Assignment and Applicability.** This MOU cannot be assigned without the written consent of both Parties.

10. **Applicable Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Maryland. Any suit involving any dispute or matter arising under this MOU shall be brought in the Circuit Court for Washington County, Maryland, unless that court does not have subject matter jurisdiction, in which case the action shall be brought in the District Court of Maryland for Washington County. The Parties consent to such jurisdiction.

12. **Notices.** Notices required under this Agreement are effective if given to the following, unless updated notice information is provided by either Party to the other in the future:

If to the Town:

Town Clerk
21 North Main Street
Boonsboro, Maryland 21713

With a courtesy copy to:
Jason Morton
Salvatore & Morton, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740

If to the County:

County Clerk
100 West Washington Street
Hagerstown, Maryland 21740

With a courtesy copy to:
Kirk C. Downey, County Attorney
100 West Washington Street
Hagerstown, Maryland 21740

Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1583) – Rubble Landfill Closure for the Solid Waste Department

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department; David Mason, P.E., Deputy Director, Solid Waste Department

RECOMMENDED MOTION: Move to award the contract for the Rubble Landfill Closure project to the responsible, responsive bidder, Greenridge Contractors, Inc., of Hagerstown, MD who submitted the lowest total sum bid in the amount of \$1,496,485 (for Item Nos. 1 through 10 and Contingent Items C-1 through C-3).

REPORT-IN-BRIEF: The project is a 5-acre synthetic cap of Cell No. 1. The project includes site clearing, the synthetic cap, stormwater management and gas vents.

The Rubble Reclamation Landfill is located off of Kemp Mill Road north of Williamsport. Cell No. 1 has been inactive since 2001 following the opening of the 40 West Landfill in December 2000. The site's Solid Waste permit remained active until 2019. Per COMAR, construction of the closure cap must be started 36 months after a landfill has become inactive.

The Invitation to Bid (ITB) was advertised on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" web site, on the County's web site, and in the local newspaper. Thirty-Eight (38) persons/companies registered/downloaded the bid document on-line, six (6) bids were received, and nine (9) firms were represented at the pre-proposal conference/teleconference.

FISCAL IMPACT: Funds are budgeted in the Solid Waste Department's Capital Improvement Plan (CIP) 515000-31-21010 CAP003 for these services.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1583
Rubble Landfill Closure

				C. William Hetzer, Inc. Hagerstown, MD		Greenridge Contractors, Inc. Hagerstown, MD		Harnden Group, LLC Harrisburg, PA	
Item No.	Item Description	Unit of Measure	Appr Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.0	Mobilization & Demobilization	LS	1	\$242,830.00	\$242,830.00	\$115,000.00	\$115,000.00	\$240,600.00	\$240,600.00
2.0	Construction Stakeout and Survey	LS	1	\$21,200.00	\$21,200.00	\$12,000.00	\$12,000.00	\$20,300.00	\$20,300.00
3.0	Testing and Inspections	LS	1	\$12,160.00	\$12,160.00	\$24,400.00	\$24,400.00	\$15,500.00	\$15,500.00
4.0	Erosion and Sediment Control	LS	1	\$267,540.00	\$267,540.00	\$90,000.00	\$90,000.00	\$278,900.00	\$278,900.00
5.0	Clearing and Grubbing	AC	5.25	\$18,910.00	\$99,277.50	\$4,800.00	\$25,200.00	\$17,651.65	\$92,671.16
6.0	Excavation and Grading to Intermediate Grades	CY	2,000	\$43.50	\$87,000.00	\$29.40	\$58,800.00	\$25.00	\$50,000.00
7.01	Geomembrane	SY	230,000	\$0.85	\$195,500.00	\$0.95	\$218,500.00	\$1.09	\$250,700.00
7.02	Geocomposite Drainage Net	SF	230,000	\$1.10	\$253,000.00	\$1.49	\$342,700.00	\$1.20	\$276,000.00
7.03	8 oz./SY Geotextiles	SF	230,000	\$0.26	\$59,800.00	\$0.38	\$87,400.00	\$0.29	\$66,700.00
9.01	Topsoil Layer	CY	3,000	\$20.00	\$60,000.00	\$23.52	\$70,560.00	\$24.88	\$74,640.00
9.02	Vegetative Support Layer	CY	15,000	\$18.00	\$270,000.00	\$27.15	\$407,250.00	\$33.60	\$504,000.00
10.0	Landfill Gas Vents	EA	5	\$4,250.00	\$21,250.00	\$1,875.00	\$9,375.00	\$4,107.92	\$20,539.60
TOTAL BASE BID ITEMS (1.0 through 10.0)				\$1,589,557.50		\$1,461,185.00 *		\$1,890,550.76	

CONTINGENT BID ITEMS

Item No.	Item Description	Unit of Measure	Appr Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C-1	Contingent Unsuitable Material Excavation	CY	500	\$44.00	\$22,000.00	\$25.00	\$12,500.00	\$40.36	\$20,180.00
C-2	Contingent Select Material for Backfill	CY	500	\$77.00	\$38,500.00	\$38.00	\$19,000.00	\$54.82	\$27,410.00
C-3	Contingent Transportation of Trash to 40 West Landfill	TONS	100	\$30.50	\$3,050.00	\$38.00	\$3,800.00	\$32.89	\$3,289.00
TOTAL CONTINGENT BID ITEMS (C-1 through C-3)				\$63,550.00		\$35,300.00		\$50,879.00	
TOTAL SUM BID FOR BASE BID ITEMS (No. 1.0 through 10.0)			PLUS	\$1,653,107.50		\$1,496,485.00 *		\$1,941,429.76	
CONTINGENT ITEMS (C-1 and C-3)									

*Corrected calculations based on unit price

PUR-1583
Rubble Landfill Closure

Item No.	Item Description	Unit of Measure	Appr Qty	Huntzberry Brothers, Inc. Smithsburg, MD		Kinsley Construction, Inc. Hagerstown, MD		Laurita, Inc. Morgantown, WV	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.0	Mobilization & Demobilization	LS	1	\$65,000.00	\$65,000.00	\$290,881.00	\$290,881.00	\$104,120.00	\$104,120.00
2.0	Construction Stakeout and Survey	LS	1	\$12,750.00	\$12,750.00	\$32,362.00	\$32,362.00	\$36,960.00	\$36,960.00
3.0	Testing and Inspections	LS	1	\$24,750.00	\$24,750.00	\$21,280.00	\$21,280.00	\$55,450.00	\$55,450.00
4.0	Erosion and Sediment Control	LS	1	\$339,000.00	\$339,000.00	\$253,810.00	\$253,810.00	\$369,900.00	\$369,900.00
5.0	Clearing and Grubbing	AC	5.25	\$5,900.00	\$30,975.00	\$16,040.00	\$84,210.00	\$7,800.00	\$40,950.00
6.0	Excavation and Grading to Intermediate Grades	CY	2,000	\$10.75	\$21,500.00	\$45.50	\$91,000.00	\$14.00	\$28,000.00
7.01	Geomembrane	SY	230,000	\$0.80	\$184,000.00	\$1.05	\$241,500.00	\$0.95	\$218,500.00
7.02	Geocomposite Drainage Net	SF	230,000	\$1.27	\$292,100.00	\$1.25	\$287,500.00	\$1.30	\$299,000.00
7.03	8 oz./SY Geotextiles	SF	230,000	\$0.33	\$75,900.00	\$0.35	\$80,500.00	\$0.32	\$73,600.00
9.01	Topsoil Layer	CY	3,000	\$55.25	\$165,750.00	\$70.00	\$210,000.00	\$50.80	\$152,400.00
9.02	Vegetative Support Layer	CY	15,000	\$25.25	\$378,750.00	\$37.00	\$555,000.00	\$58.15	\$872,250.00
10.0	Landfill Gas Vents	EA	5	\$1,650.00	\$8,250.00	\$2,720.00	\$13,600.00	\$6,350.00	\$31,750.00
TOTAL BASE BID ITEMS (1.0 through 10.0)				\$1,598,725.00		\$2,161,643.00		\$2,282,880.00	

CONTINGENT BID ITEMS

Item No.	Item Description	Unit of Measure	Appr Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C-1	Contingent Unsuitable Material Excavation	CY	500	\$5.50	\$2,750.00	\$16.90	\$8,450.00	\$82.80	\$41,400.00
C-2	Contingent Select Material for Backfill	CY	500	\$44.00	\$22,000.00	\$48.00	\$24,000.00	\$95.30	\$47,650.00
C-3	Contingent Transportation of Trash to 40 West Landfill	TONS	100	\$15.00	\$1,500.00	\$33.00	\$3,300.00	\$185.00	\$18,500.00
TOTAL CONTINGENT BID ITEMS (C-1 through C-3)				\$26,250.00		\$35,750.00		\$107,550.00	
TOTAL SUM BID FOR BASE BID ITEMS (No. 1.0 through 10.0)			PLUS	\$1,624,975.00		\$2,197,393.00		\$2,390,430.00	
CONTINGENT ITEMS (C-1 and C-3)									

*Corrected calculations based on unit pricing

Bids Opened: November 16, 2022



Agenda Report Form

Open Session Item

SUBJECT: Contract Renewal (PUR-1403) Landfill Inspection Services – Requirements Contract

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department; Dave Mason, P. E., Deputy Director, Solid Waste Department

RECOMMENDED MOTION: Motion to renew the contract with *BAI Group, LLC* for a one (1) year period commencing March 13, 2023, this is the fourth and final one year renewal. The contract terms and conditions will remain as is with the exception of a rate increase of 5.6% for construction inspection and engineering services based on its letter of request dated November 21, 2022, the rates are as follows:

	Awarded Contract Rate	Contract Rates <u>Year 1</u>	Contract Rates <u>Year 2</u>	Contract Rates <u>Year 3</u>	Proposed Contract Rates <u>Year 4</u>
Construction Inspector:					
Hourly Rate for Straight Time:	\$65.00	\$66.95	\$68.69	\$70.34	\$74.28
Hourly Rate for Overtime:	\$65.00	\$66.95	\$68.69	\$70.34	\$74.28
Senior Construction Inspector:					
Hourly Rate for Straight Time:	\$83.00	\$85.49	\$87.71	\$89.82	\$94.85
Hourly Rate for Overtime:	\$83.00	\$85.49	\$87.71	\$89.82	\$94.85
Project Manager:					
Hourly Rate for Straight Time:	\$118.00	\$121.54	\$124.70	\$127.69	\$134.84
Hourly Rate for Overtime:	\$118.00	\$121.54	\$124.70	\$127.69	\$134.84
Certification Engineer:					
Hourly Rate for Straight Time:	\$118.00	\$121.54	\$124.70	\$127.29	\$134.84
Hourly Rate for Overtime:	\$118.00	\$121.54	\$124.70	\$127.29	134.84

REPORT-IN-BRIEF: The services under this contract consist of providing inspection services for landfill related construction projects located throughout the County. The projects involve the construction of sanitary landfill floor construction, landfill capping, leachate collection systems, leachate storage tanks, sediment basins, leachate collection pump station construction, earthwork, landscaping, building construction inspection, mechanical and electrical systems, monitoring wells and other related tasks. This is a requirements contract; inspectors are utilized on an as-needed basis with no guarantee of minimum or maximum number of hours. The duration of the contract was for a period of one (1) year that began March 13, 2019 with an option by the County to renew for up to four (4) additional consecutive one (1) year periods.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in individual project accounts for these services.

CONCURRENCES: Division Director of Environmental Management

ALTERNATIVES: N/A

ATTACHMENTS: BAI Group, LLC's letter dated November 21, 2022

AUDIO/VISUAL NEEDS: N/A



November 21, 2022

Purchasing Director
Washington County Coordinating Committee
100 West Washington Street
Room 3200
Hagerstown, MD 21740-4748

**RE: Letter of Intent to Renew Contract
Landfill Inspection Services Requirement Contract (PUR-1403)**

Dear Director:

Please accept this correspondence from BAI Group, LLC (BAI) as our Letter of Intent to enter into a one-year contract renewal term for the referenced contract (PUR-1403 for "Landfill Inspection Services"). The one-year contract renewal period would commence at the conclusion of the term of our current agreement which ends March 12, 2023. Concurrently, we request a 5.6% increase to our schedule of labor rates for the coming one-year term. This increase is based on data from the U.S. Bureau of Labor and Statistics.¹ A tabular explanation of the increases follows:

Rate Category		Current Contract Year Rate	New Contract Year Rate
Construction Inspector	Straight Time	\$ 70.34 /hr	\$ 74.28 /hr
	Overtime	\$ 70.34 /hr	\$ 74.28 /hr
Senior Construction Inspector	Straight Time	\$ 89.82 /hr	\$ 94.85 /hr
	Overtime	\$ 89.82 /hr	\$ 94.85 /hr
Project Manager	Straight Time	\$ 127.69 /hr	\$ 134.84 /hr
	Overtime	\$ 127.69 /hr	\$ 134.84 /hr
Certification Engineer	Straight Time	\$ 127.69 /hr	\$ 134.84 /hr
	Overtime	\$ 127.69 /hr	\$ 134.84 /hr

If you have any questions, please do not hesitate to contact me.

Sincerely,

BAI Group Inc.

James B. Echard, P.E.
President

¹ 5.6% obtained for the 12-month change in the Employment Cost Index from lower right of page 2 of report from the BLS titled "Hagerstown Area Economic Summary," dated November 02, 2022.



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1586) - Roof Replacement and Metal Siding Installation

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department; Pam Boyd, Manager, Parks and Recreation Department

RECOMMENDED MOTION: Move to award the contract for the Roof Replacement and Metal Siding Installation at the various parks as listed in the bid document to the responsive, responsible, bidder Resse's Home Improvement, Inc. of Boonsboro, MD who submitted the lowest Base Bid (Option A through Option E) and Add Alternates (Option F through Option H) for the total lump sum amount of \$180,814.52 and the project is contingent of final approval of the Agreement by the County Attorney's Office.

REPORT-IN-BRIEF: On November 29, 2022, the County accepted bids for the roof replacement and metal siding project. The Invitation to Bid (ITB) was advertised locally in the newspaper and on the County's web site, as well as on the State of MD Emma "*eMaryland Marketplace Advantage*" web site. Eleven (11) vendors were represented at the Pre-Bid Conference/Teleconference. The project is to be substantially completed within forty-five (45) consecutive calendar days of the Notice to Proceed. Twenty (20) persons/companies registered/downloaded the bid document on-line. There are liquidated damages that will apply at the rate of two hundred-fifty (\$250) dollars per consecutive calendar day the Contractor fails to complete the work as specified.

DISCUSSION: The project consists of removing and disposal of existing shingle roofing down to sub-roof. Supply and replace any decking that is damaged or in poor condition. Supply and install new vapor barrier. Supply and install new 2" x 4" wood strips over vapor barrier on rooves that don't have existing tongue and groove sub-roof. Prepare restroom buildings gable ends and windows for installation of 28-gauge Weather XL ABM panels. There are five (5) parks (Devil's Backbone, Doub's Wood, Marty Snook, Pen Mar, and Pleasant Valley) where the work is to be done.

FISCAL IMPACT: Funds in the amount of \$183,000 are budgeted in Capital Improvement Plan (CIP) account 30-11900-REC053.

CONCURRENCES: Deputy Director

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

		Bloomes Contracting, Inc. Lanham, MD	Colossal Contractors, Inc. Burtonsville, MD	Dynamic General Contracting, LLC Millersville, MD	E.A.R.N. Contractors, Inc. Gaithersburg, MD	Reese's Home Improvement, Inc. Boonsboro, MD	Ruff Roofing and Sheet Metal, Inc. Baltimore, MD	Vertex Roofing Contractors, Inc. Manassas, VA
BASE BID: To furnish, materials, equipment, and services necessary to properly complete the procurement required under the BASE BID price (Items within Option A thru Option E), and also Alternate(s) (Option F thru Option H) in descending priority as shown on the bid form that the Owner may wish to award based on the unit prices set forth in the Form of Proposal for "ROOF REPLACEMENT AND METAL SIDING INSTALLATION" at various County Parks.					BASE BID: To furnish, materials, equipment, and services necessary to properly complete the procurement required under the BASE BID price (Items within Option A thru Option E), and also Alternate(s) (Option F thru Option H) in descending priority as shown on the bid form that the Owner may wish to award based on the unit prices set forth in the Form of Proposal for "ROOF REPLACEMENT AND METAL SIDING INSTALLATION" at various County Parks.			
Option	Description	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
A	Total Sum: Devil's Backbone Park - Bathroom Structure, Guard Shack, & Pavilion	\$17,737.00	\$66,084.00	\$81,000.00	\$62,009.00	\$14,669.78	\$58,213.00	\$33,218.00
B	Total Sum: Doubs Woods Park - North Pavilion / Bathroom Combo & South Pavilion / Bathroom Combo	\$37,893.00	\$101,912.00	\$113,000.00	\$106,670.00	\$25,527.34	\$94,531.00	\$53,626.00
C	Total Sum: Marty Snook Park - Guard Shack, Pavilion 1, Pavilion 2 / Bathroom Combo, Pavilion 3 / Bathroom Combo, & Pavilion 4 / Bathroom Combo	\$111,262.00	\$265,967.00	\$178,000.00	\$277,351.00	\$56,810.32	\$187,705.00	\$137,960.00
D	Total Sum: Pen Mar Park - Concession Building & Museum	\$17,737.00	\$64,033.00	\$52,000.00	\$64,868.00	\$27,057.54	\$60,108.00	\$31,898.00
E	Total Sum: Pleasant Valley Park - Pavilion / Bathroom Combo	\$12,725.00	\$72,887.00	\$56,000.00	\$75,487.00	\$17,368.50	\$68,746.00	\$32,308.00
Add Alternates: Prices stated below are for all Labor, Materials, Services, and Equipment necessary to properly complete the Add Alternate work as described in the bid document. The prices for Alternate bid items do not form a portion of the Base Bid. Washington County reserves the right to reject or accept any and all Alternates in descending priority as shown on the bid form that the Owner may wish to award.					Add Alternates: Prices stated below are for all Labor, Materials, Services, and Equipment necessary to properly complete the Add Alternate work as described in the bid document. The prices for Alternate bid items do not form a portion of the Base Bid. Washington County reserves the right to reject or accept any and all Alternates in descending priority as shown on the bid form that the Owner may wish to award.			
F	ADD ALTERNATE #1 - Marty Snook Park Jr. Football Concessions Building	\$13,706.00	\$50,154.00	\$39,000.00	\$51,324.00	\$14,770.74	\$43,015.00	\$26,025.00
G	ADD ALTERNATE #2 - Marty Snook Park Jr. Little League Press boxes 1, 2, & 3 and Bathroom	\$22,156.00	\$71,481.00	\$70,000.00	\$66,679.00	\$21,696.24	\$55,906.00	\$35,363.00
H	ADD ALTERNATE #3 - Marty Snook Park Softball Field Concessions Building	\$3,225.00	\$15,048.00	\$20,000.00	\$23,034.00*	\$2,914.06	\$15,216.00	\$5,733.00

*Corrected calculations based on unit pricing

Remarks/Exceptions:

Ruff Roofing - All deteriorated sheathing will be replaced on a T&M basis. (\$90/HR + materials).

We have included 1 row of snowguards at all eaves



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-22-0103) – Personal Protective Equipment (PPE) for Division of Emergency Services

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department; Eric Jacobs, Operations Manager, Division of Emergency Services.

RECOMMENDED MOTION: Move to authorize by Resolution, for the approval of the purchase of Personal Protective Equipment (PPE) (coats) for the Division of Emergency Services from Municipal Emergency Services of Rockville, MD at the contracted unit prices totaling \$177,286.89 based on the contract awarded by the Fairfax County, VA contract (Solicitation #2000003296); HFPR Tail Coats @ \$2,123.11 x 47 = \$99,786.17; HFPR Tail Coats @ \$1,421 x 50 = \$71,050 and Honeywell Ranger Coats @ \$2,150.24 x 3 = \$6,450.72

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.

The County will benefit with the direct cost savings in the purchase of PPE (pants and coat) 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 Fairfax County, VA contract and eliminating our county's bid process would result in an administrative and cost savings for the Division of Emergency Services in preparing specifications and the Purchasing Department.

DISCUSSION: This structural-firefighting, turn-out gear will be purchased to assist in outfitting our first responders throughout the County. This is an annual program that has been supported through general budget funding.

FISCAL IMPACT: Funding is in the department's FY'23 Capital Outlay budget 11525.

CONCURRENCES: Division Director

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



315 Howard Avenue
Bays D & E
Rockville, MD 20850

Bill To

Eric Jacobs
WASHINGTON COUNTY (MD) DES
16232 Elliott Parkway
Williamsport MD 21795
United States

Sales Order

Order # SO1658130
Date 11/18/2022
Terms Net 30
PO # none
Sales Rep Dunn, William
Shipping Method FedEx Ground
Ship Complete Yes
Customer WASHINGTON COUNTY (MD) DES
Customer # C242423

Ship To

Eric Jacobs
WASHINGTON COUNTY (MD) DES
16232 Elliott Parkway
Williamsport MD 21795
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	MDWASH00023		MDWASH00023 HFRP Tail Coat LTO17BGTG - LTO-17BG Tails Golden Brown, zipper closure, as per Washington County specs.	47	\$2,123.11	\$99,786.17
HFRP Tail Pant	MDWASH00022		MDWASH00022 HFRP Tail Pant MPL17BGPG - MPL 17BG Pants Golden Brown, as per Washington County specs.	50	\$1,421.00	\$71,050.00
HFRP Ranger Coat	MDWASH00029		MDWASH00029 Honeywell Ranger Coat LTO17BGTG - LTO-17BG Tails Golden Brown, hook & dee closure, as per Washington County specs.	3	\$2,150.24	\$6,450.72

Subtotal \$177,286.89
Shipping Cost \$0.00
Tax Total \$0.00
Total \$177,286.89

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



SO1658130



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-22-0104) - One (1) New 2024 Ford F650 Truck

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department and Mark Bradshaw, Division Director, Environmental Management.

RECOMMENDED MOTION: Move to authorize by Resolution, for the Department of Water Quality to purchase one (1) New/Unused 2024 Ford F-650, (F6D) Regular Cab Base, CA 158" WB with Rugby 11' Eliminator Dump Body via Dejana for a total cost of \$95,773 and to utilize another jurisdiction's contract that was awarded by Sourcewell, (Contract 060920-NAF) to 72 Hour LLC dba/ National Auto Fleet Group of Watsonville, CA.

REPORT-IN-BRIEF: The Code of Public Laws of Washington County, Maryland (the Public Local Laws) 1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a part to the original contract. 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 vehicle by utilizing the Sourcewell contract and eliminating our county's bid process would result in an administrative and cost savings for the Water Quality Department and Purchasing Department in preparing specifications.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the Washington County Water Quality Department's Capital Improvement Plan (CIP) budget account 600300-37-40010-VEH007

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: National Auto Fleet Group, Quote ID#1855HD (R4)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/21/2022

Quote ID#1855HD (R4)

Mr. Scott Hose

Washington County
16232 Elliot Parkway
Willamsport, MD 21795

Dear Scott Hose,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2024 Ford F-650 Diesel (F6D) Regular Cab Base 84" CA 158" WB with Rugby 11' Eliminator LP Dump Body via Dejana)** and delivered to your specified location, each for:

	MSRP	Contract Price	Discount	Savings
Chassis and Option	\$ 82,270.00	\$ 71,644.00	12.91%	\$ 10,626.00
Dejana Quote (10% Mark-up Added per Contract		\$ 23,529.00		
2 Additional Keys		\$ 600.00		
Tax (0.00%)		\$ 0.00		
Total		\$ 95,773.00		

This vehicles(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



New York, New England, Mid Atlantic
& Greater Philadelphia
490 Pulaski Rd Kings Park, NY 11754
Phone(631)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

QUOTE #	FEN000371
DATE	11/8/2022

BILL TO: NATIONAL AUTO FLEET GROUP

490 AUTO CENTER DRIVE
WATSONVILLE CA 95076

Phone: 951 440-0585
Fax: (831) 480-8497
Email:

SHIP TO: NATIONAL AUTO FLEET GROUP

490 AUTO CENTER DRIVE
WATSONVILLE CA 95076

Phone: 951 440-0585
Fax: (831) 480-8497

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
DAVE SCHOENNAGEL	WASHINGTON COUNTY	Yes	12/31/2022

MAKE:	FORD		MODEL:	F-650		YEAR:	2023	SRW/DRW:	DRW
CAB TO AXLE:	84.0	WHEELBASE:	158.0		VIN:				
STOCK/ORDER NUMBER:		TT			TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS:				

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>RUGBY 11' 4-5 YARD ELIMINATOR LP DUMP BODY, 94" O.D. WIDTH</p> <p>-----</p> <p>*SIDES DOUBLE WALLED: 10 GA INNER WALL AND 12 GA GRADE 50 OUTER WALL</p> <p>*10 GA SEAMLESS, ONE PIECE, STEEL FLOOR</p> <p>*17" HIGH SIDES</p> <p>*23" TAILGATE HEIGHT</p> <p>*RADIUSED SIDE AND TAILGATE BRACING</p> <p>*FULLY BOXED PERIMETER TAILGATE WITH TWO VERTICAL BRACES</p> <p>*LED OVAL RECESSED STOP/TURN/TAIL LIGHT ASSY IN REAR POSTS</p> <p>*LED MARKER LIGHTS</p> <p>*EASY LATCH (PATENTED) TAILGATE ACCESS</p> <p>*5" STRUCTURAL LONG SILLS</p> <p>*3" I-BEAM CROSSMEMBERS ON 16" CENTERS</p> <p>*INSTALLED AND PAINTED</p> <p>Price Reflects Single-Stage Paint only. An incremental up-charge will be assessed for solid colors that can be painted single stage and an additional charge will be added on all Base Coat / Clear Coat applications</p> <p>INCLUDED:</p>		
1	PAINT BODY UPGRADE TO NON-STANDARD COLOR		

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	This commercial grade two stage paint may vary in color match due to body angles and gauge of material used in the upfit. COLOR _____ WHITE _____ PAINT CODE _____ TBD _____		
1	3/4 CABSHIELD FOR 2/3 & 3/4 YARD RUGBY LP DUMP BODY 29"D FOR TALL CAB		
1	RUGBY MODEL SR-4016ED DOUBLE ACTING ELECTRIC/HYDRAULIC HOIST CONTROLLER WILL BE LOOSE IN CAB WITH 2' LEAD CLASS 40 HOIST, 5.5" BORE, 16" STROKE, 2" DIAMETER ROD 8.5T CAPACITY 11' BODY 9.4T CAPACITY 12' BODY		
1	POWER UNIT CABLE FOR HOIST, REGULAR CAB, FORD, CHEVY, GMC		
1	DONOVAN BULLET ELECTRIC TARP MECHANISM WITH 14' TARP AND 30 DEG. ALUMINUM ARMS - DURABUILD SWITCH UPGRADE		
1	FULL PLATE COMBO HITCH WITH 2 5/16" BALL		
1	PLUG, 7 PRONG FLAT TRAILER - 2020 FORD		
1	2 MAXXIMA AMBER LED STROBES IN FRONT GRILL		
1	2 MAXXIMA AMBER LED STROBES SURFACE MOUNTED TO THE REAR OF BODY		
1	ROSCO BACK CAMERA SYSTEM WITH REAR VIEW MIRROR MONITOR CAMERA HAS A BLACK SHELL		
1	DEJANA TO PERFORM PDI FOR CUSTOMER PICKUP		
1	DELIVERY TO DEALERSHIP		

SUBTOTAL	\$21,390.00
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$21,390.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	CIRCLE "YES" TO ADD
1	DONOVAN ALUMINUM WIND DEFLECTOR KIT 1 PIECE KIT	\$295.00	\$295.00	Yes
1	BACK UP ALARM 97DB	\$120.00	\$120.00	Yes

- ◆ IF YOU WANT ANY OF THE SUGGESTED ITEMS CIRCLE YES FOR THAT ITEM
- ◆ SURCHARGES AND/OR REQUOTE MAY BE REQUIRED WHEN CHASSIS IS SERIALIZED OR SCHEDULED.

Customer must fill out the information below before the order can be processed...

Quote # **FEN000371**

Accepted by:		Date:		PO#:	
--------------	--	-------	--	------	--

Please Fill In All Truck Information		
Dejana Pool Chassis <input type="checkbox"/>	Dealer Chassis <input type="checkbox"/>	Dealer Drop Ship Chassis <input type="checkbox"/>
Make _____	Model _____	Color _____
Stock # _____	Factory Order # _____	VIN _____
Year _____	Ready for Pickup (if dealer chassis)	Yes <input type="checkbox"/> No <input type="checkbox"/>

IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

FORD CHASSIS WITH A DIESEL ENGINE AND A 26.5 GALLON MIDSHIP TANK MAY REQUIRE BODY MODIFICATIONS AT ADDITIONAL COST

- ◆ PLEASE SIGN AND INCLUDE PO IF REQUIRED AND EMAIL TO DEJANASALES@DEJANA.COM
- ◆ OR FAX BACK TO 631-544-3501
- ◆ Labor and installation are included in all pricing.
- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ◆ A deposit may be required for orders with non-stock bodies
- ◆ To our valued customers with an account: invoice amount is for cash, check or ach payment.
An additional 2% processing fee will be applied to credit card payments.

Due to unforeseen increases in lead times by all suppliers on custom bodies and equipment, dealers should calculate 180 days of floor plan expense (from receipt of chassis) into their cost calculations.

Notes:



Prepared by: Jesse Cooper

11/08/2022

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs

Dimensions

- GCWR: 50,000 lbs.
- Vehicle body length: 246"
- Vehicle body height: 95"
- * **Front track: 84"**
- Turning radius (to curb): 22'
- Rear tire outside width: 96"
- Frame section modulus: 13 cu.in.
- Frame rail depth: 10"
- Frame rail thickness: 0"
- Front bumper to front axle: 39"
- Rear brake diameter: 15.0"
- Leg room first-row: 41.4"
- Hip room first-row: 67.6"
- Driver distance from axle: 54"
- Vehicle body width: 97"
- Wheelbase: 158"
- Rear track: 73"
- Cab to axle: 84"
- Axle to end of frame: 49"
- Frame yield strength (psi): 50000
- Frame rail width: 3"
- Frame rail section: 10"
- Front brake diameter: 15.0"
- Headroom first-row: 40.7"
- Shoulder room first-row: 68.0"

Powertrain

- 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 270HP
- Compression ignition system
- Torque: 700 lb.-ft. @1500 RPM
- Fuel/water separator
- Engine retarder system
- 75 mph speed limiter
- Rear-wheel drive
- Low-speed ABS traction control
- Engine cylinders: V-8
- Horsepower: 270 HP@2400 RPM
- Radiator
- Auxiliary power take-off
- * **RNDM shift indicator**
- 10-speed automatic
- Recommended fuel: diesel
- Standard rear differential

Fuel Economy and Emissions

- Federal emissions

Suspension and Handling

- Standard ride suspension
- Standard grade front shock absorbers

Driveability

- Hydraulic disc brakes
- 4-wheel antilock (ABS) brakes
- Hill start assist
- Leaf spring front suspension
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Rigid axle front suspension
- Tapered leaf front suspension
- Leaf spring rear suspension
- Re-circulating ball steering

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jesse Cooper

11/08/2022

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

Body Exterior

- * **Trailer wiring harness**
- 2 doors
- Monotone paint
- Black windshield trim
- Black front bumper
- Straight front bumper ends
- Hood mounted grille
- Trailer style side mirrors
- English measure truck 279/82R22.5 AS BSW front and rear tires
- Steel front wheels
- Steel rear wheels
- 22.5 x 8.25-inch front and dual rear wheels
- Side assist steps
- Clearcoat paint
- Black side window trim
- Black door handles
- 2 front tow hooks
- Black grille
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- White front wheels
- White rear wheels
- Disc rear wheel

Convenience

- * **Power door locks with 2 stage unlocking**
- * **Auto-locking doors**
- * **Day/Night rearview mirror**
- Partial floor console
- Fixed rear windshield
- Front beverage holders
- * **Driver and passenger door bins**
- Dashboard storage
- Steering column lever gearshift location
- Upfitter switches
- * **Keyfob activated door locks**
- Cruise control with steering wheel mounted controls
- * **Power first-row windows**
- Driver foot rest
- Standard glove box
- 2 beverage holders
- Instrument panel bin
- Dual electric horn
- Trip computer

Comfort

- Manual climate control
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 2
- Folding driver seat back
- 4 driver seats way-direction
- Bucket passenger seat
- Low passenger seat back
- Bucket driver seat
- Low driver seat back
- Manual fore/aft
- Fixed passenger seat back
- 4 passenger seats way-direction

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jesse Cooper

11/08/2022

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

- Manual fore/aft
- Front passenger seat armrest
- Driver seat armrest
- Vinyl front seat upholstery

Entertainment Features

- AM/FM stereo radio
- Auxiliary input jack
- Speakers number: 2
- Steering wheel mounted audio controls
- Fixed audio antenna
- Seek scan
- External memory control
- Standard grade speakers
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Oil pressure gauge
- Oil temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Trip odometer
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Diesel exhaust fluid (def) gauge
- Aero-composite headlights
- Auto on/off headlight control
- Delay-off headlights
- Speed sensitive wipers
- * **Illuminated entry**
- Daytime running lights
- Delay interior courtesy lights

Technology and Telematics

- Handsfree wireless device connectivity
- 1 USB port

Safety and Security

- * **SecuriLock immobilizer**
- Vehicle tracker
- * **Back-up alarm**
- * **Remote panic alarm**
- Electronic stability control system

Dimensions

General Weights

* Curb weight	9,749 lbs.	* Rear curb weight	3,452 lbs.
Front GAWR	10000 lbs.	Rear GAWR	17500 lbs.
GVWR	25999 lbs.	GCWR	50000 lbs.

Trailing Weights

GCWR	50,000 lbs.
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Weights

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Prepared by: Jesse Cooper

11/08/2022

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

* **Maximum GVWR** **25,999 lbs.**

Nominal RBM (in.-lbs.) 632,000 nominal RBM (in.-lbs.)

Front Weights

* **Front curb weight** **6,297 lbs.**

* **Spring rating front** **10,000 lbs.**

Rear Weights

Axle capacity rear 17,500 lbs.

Tire/wheel capacity rear 23,360 lbs.

Exterior Measurements

Vehicle body length 246"

Vehicle body height 95"

* **Front frame height loaded** **35"**

Front frame height unloaded 37"

Rear frame height loaded 36"

Turning radius (to bumper) 24'

* **Width - mirrors extended** **122"**

Rear track 73"

Turning radius (to curb) 22'

Rear tire outside width 96"

Frame section modulus 13 cu.in.

Frame rail depth 10"

Frame rail thickness 0"

Front bumper to front axle 39"

Max RBM (in.-lbs.) 665,500 max RBM (in.-lbs.)

* **Axle capacity front** **10,000 lbs.**

Tire/wheel capacity front 12,350 lbs.

Spring rating rear 19,000 lbs.

Vehicle body width 97"

Wheelbase 158"

Front brake diameter 15.0"

Rear brake diameter 15.0"

Rear frame height unloaded 38"

* **Width - mirrors folded** **91"**

* **Front track** **84"**

Driver distance from axle 54"

Cab to axle 84"

Axle to end of frame 49"

Frame yield strength (psi) 50000

Frame rail width 3"

Frame rail section 10"

Headroom

Headroom first-row 40.7"

Legroom

Leg room first-row 41.4"

Shoulder Room

Shoulder room first-row 68.0"

Hip Room

Hip room first-row 67.6"

Front And Rear GAWR Total Will Exceed Overall GVWR

Powertrain

Engine

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

Engine 6.7L V-8 diesel direct injection,
intercooled turbo, diesel, engine with 270HP
Engine cylinders V-8
Ignition Compression ignition system

Engine block material Iron engine block

Engine Specs

Displacement 6.7L
Bore 3.9"
Compression ratio 16.2

Engine Power

Horsepower 270 HP@2400 RPM

Alternator

Alternator amps 200A

Battery

Battery type Dual lead acid battery
Battery step Battery step
Battery run down protection Battery run down
protection

Engine Extras

Radiator Radiator
Auxiliary power take-off Auxiliary power take-off
* **Shift indicator** **RNDM shift indicator**

Transmission

Transmission 10-speed automatic

Speed limiter 75 mph speed limiter
Lock-up transmission Lock-up transmission
Second gear ratio 2.919
Fourth gear ratio 1.773
Sixth gear ratio 1.277
Seventh gear ratio 1
Ninth gear ratio 0.687
Stall ratio 1.97

Sequential shift control Sequential shift control
PTO transmission provision PTO transmission
provision

Drive Type

Valves per cylinder 4

Engine location Front mounted engine
Engine mounting direction Longitudinal mounted
engine

Cylinder head material Aluminum cylinder head

cc 405.9 cu.in.

Stroke 4.25"

Governed RPM 3200 RPM

Torque 700 lb.-ft. @ 1500 RPM

Alternator type Heavy-duty alternator

Battery rating 1500CCA

Battery location Battery location forward right

Fuel/water separator Fuel/water separator

Engine retarder Engine retarder system

Transmission electronic control Transmission
electronic control

Overdrive transmission Overdrive transmission

First gear ratio 4.615

Third gear ratio 2.132

Fifth gear ratio 1.519

Reverse gear ratio 4.695

Eighth gear ratio 0.851

Tenth gear ratio 0.632

Selectable mode transmission Selectable mode
transmission

Transmission oil cooler Transmission oil cooler



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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

Drive type Rear-wheel drive

Drivetrain

* Axle ratio 5.57

Axle speed Single axle speed

Exhaust

Tailpipe Aluminized steel single exhaust

Additional muffler location right

Additional tailpipe location right

Additional muffler type horizontal

Additional tailpipe type horizontal

Fuel

Fuel type diesel

Fuel Tank

Front left fuel tank shape rectangular

DEF capacity 8.00 gal.

Front left fuel tank capacity 50.01 US gallons

Drive Feature

Traction control Low-speed ABS traction control

Differential Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Standard grade front shock absorbers

Driveability

Brakes

Brake type Hydraulic disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill start assist

Front Suspension

Suspension ride type front Rigid axle front suspension

Suspension type front Leaf spring front suspension

Front Spring

Regular front springs Regular front springs

Springs front Tapered leaf front suspension

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

Rear Spring

Springs rear Multi-leaf rear suspension
Auxiliary rear spring Rubber auxiliary rear spring

Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 22.5"

Front wheels width 8.3"

Rear Wheels

Rear wheels diameter 22.5"

Rear wheels width 8.3"

Front And Rear Wheels

Appearance none

Front Tires

Aspect 82
Sidewalls BSW
Type english measure truck tire
Front wheel - RPM 497

Diameter 22.5"
Tread AS
Width 279mm

Rear Tires

Aspect 82
Sidewalls BSW
Type english measure truck tire
Rear wheel - RPM 497

Diameter 22.5"
Tread AS
Width 279mm

Body Exterior

Trailer

* Towing wiring harness Trailer wiring harness

Exterior Features

Number of doors 2 doors
Front splash guards Front splash guards

Side steps Side assist steps

Frame

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

Clean CA frame Clean CA frame

Body

Body panels Composite and galvanized steel
body panels

Mirrors

Convex spotter Convex spotter in driver and
passenger side door mirrors

Tires

Front tires LT load rating G

Rear tires LT load rating G

Wheels

Front wheel type Disc front wheel
Number of front wheel studs 10 front wheel studs

Dual rear wheels Dual rear wheels
Number of rear wheel studs 10 rear wheel studs

Convenience

Door Locks

- * Door locks Power door locks with 2 stage
unlocking
- * Auto door locks Auto-locking doors

* Keyfob door locks Keyfob activated door
locks

Cruise Control

Cruise control Cruise control with steering
wheel mounted controls

Rear View Mirror

- * Day/Night rearview mirror Day/Night rearview
mirror

Exterior Mirrors

- * Door mirrors Power door mirrors
- * Heated door mirrors Heated driver and
passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

- * First-row windows Power first-row windows

Floor Console

Floor console Partial floor console

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets



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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

12V power outlets 2 12V power outlets

* 120V AC power outlets 1 120V AC power outlet

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear windshield Fixed rear windshield

Storage

* **Door bins front** **Driver and passenger door bins**

Beverage holders Front beverage holders

Instrument panel storage Instrument panel bin

Number of beverage holders 2 beverage holders

Glove box Standard glove box

Dashboard storage Dashboard storage

Windows Feature

* **One-touch up window** **Driver and passenger one-touch up windows**

* **One-touch down window** **Driver and passenger one-touch down windows**

Miscellaneous

Trip computer Trip computer

Upfitter switches Upfitter switches

Gearshift location Steering column lever gearshift location

Horn Dual electric horn

Comfort

Climate Control

Climate control Manual climate control

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 2

Front Seats

Front seat type Bucket driver seat

Driver seat back Folding driver seat back

Front seat type Bucket passenger seat

Driver seat back type Low driver seat back

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

Driver seats way-direction 4 driver seats way-direction

Passenger seat back Fixed passenger seat back

Passenger seats way-direction 4 passenger seats way-direction

Armrests front driver Driver seat armrest

Driver seat fore/aft Manual fore/aft

Passenger seat back type Low passenger seat back

Passenger seat fore/aft Manual fore/aft

Armrests front passenger Front passenger seat armrest

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Carpet front seatback upholstery

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan

External memory External memory control

Speakers

Speakers Standard grade speakers

Speakers number 2

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Analog instrumentation display

Instrumentation Displays

Clock In-radio display clock

Instrumentation Gauges

Tachometer Tachometer

Oil temperature gauge Oil temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Oil pressure gauge Oil pressure gauge

Transmission temperature gauge Transmission fluid temperature gauge

Engine hour meter Engine hour meter



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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

DEF fluid gauge Diesel exhaust fluid (def) gauge

Instrumentation Warnings

Oil pressure warning Oil pressure warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Transmission fluid temperature warning Transmission fluid temp warning

Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator
Low diesel exhaust fluid (DEF) warning Low diesel exhaust fluid (DEF) warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlights Auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights
Multiple headlights Multiple enclosed headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

* **Illuminated entry** **Illuminated entry**

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Delay interior courtesy lights

Clearance lights Cab clearance lights

Technology and Telematics

Connectivity

Handsfree Handsfree wireless device connectivity

USB Ports

USB ports 1 USB port

Safety and Security

Security System

* **Immobilizer** **SecuriLock immobilizer**

* **Remote panic alarm** **Remote panic alarm**

Vehicle tracker Vehicle tracker

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Selected Equip & Specs (cont'd)

Traction Control

Electronic stability control Electronic stability control system

Parking Sensors

* Back up alarm Back-up alarm

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F6D	Base Vehicle Price (F6D)	\$77,460.00
Engines		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 700 ft.lbs. @ 1500 rpm. <i>Governed RPM: 3200. Includes CARB clean idle label - may be removed if un-necessary.</i>	STD
425	50-State Emissions	N/C
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes tow/haul.</i>	STD
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Brakes		
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control	STD

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i>	
152	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop	\$100.00
	<i>Mounted at rear of frame, for combined trailer stop, tail, turn, marker light circuits. Includes electric trailer brake accommodation package with cab connections for mounting customer installed electric brake unit.</i>	

Front Axle and Suspension

43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	\$685.00
	WARNING! The selection of this Axle may cause the GVWR to exceed 26,000 lbs., with CDL Implications.	
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap	\$125.00
	<i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	

Rear Axle and Suspension

472	17,500 lb. Single-Speed - Dana S17- 140	STD
	<i>Single reduction with Gentech Quiet Gears and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	
68M	Multi-Leaf Springs - 19,000 lb. Cap	STD
	<i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	
X5D	5.57 Axle Ratio	N/C
	PRNDM/RNDM determined by Rear Axle Ratio and Tire Size.	

Wheelbase

158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
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Frame

534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI	STD
	<i>632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm).</i>	

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2024 F-650 Diesel Regular Cab Base (F6D)

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As Configured Vehicle (cont'd)

Code	Description	MSRP
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR Only available to GAWR combinations that EXCEED 26,000 lbs.	\$120.00
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
Fuel Tanks		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
17M	Back-Up Alarm - Electric, 102 dBA	\$110.00
962	Daytime Running Lamps (Not Configurable)	\$25.00
Seats		
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolelette - Vinyl	STD
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> <i>- Bumper, Front - Black, Full Width</i> <i>- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals</i> <i>- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals</i> <i>- Manual Regen Initiation - Driver Interface in Message Center</i> <i>- Engine Exhaust Brake</i> <i>- Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5</i> <i>- Painted Grille - Plastic</i>	N/C

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<ul style="list-style-type: none"> - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25. - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls - Body Builder Wiring - At Back of Cab, Combined Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, park lamps, back up lamps. Also includes 2 additional pass through wires to cab. 	
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>	\$470.00
55P	110 A/C Outlet - in Lower Center Finish Panel	\$100.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
85A	SecuriLock Passive Anti-Theft System <i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i>	\$120.00

90M	Interior Rear View Mirror	\$75.00
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Cab Exterior

85K	Remote Keyless Entry w/2 Key Fobs	\$195.00
54R	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, solid black finish.</i>	\$275.00
63F	Aux Spot Mirrors - Front Fender Mounted - (2) Driver Side and Passenger Side	\$225.00

Ship-Thru

21A	Pre-Delivery Inspection	N/C
	Selection requires that you also choose either (314) or (31F) or (31V) to have the Inspection performed. Required with any final Ship-To that is not a dealer.	

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
31F	Ship-Thru - NFS National Fleet Services MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with NFS (please use CVT Resources for add. Info).	N/C

Miscellaneous

PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
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Exterior Color

YZ_01	Oxford White	N/C
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Interior Color

E_01	Gray	N/C
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SUBTOTAL	\$80,175.00
Fuel Charge (12)	\$0.00
Destination Charge	\$2,095.00
TOTAL	\$82,270.00

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- * Side assist steps
- * White rear wheels
- * Disc rear wheel
- * Front tires LT load rating: G
- * Overdrive transmission
- * Transmission electronic control
- * Alternator Amps: 200A
- * Low-speed ABS traction control
- * Dual lead acid battery
- * Fuel/water separator
- * Engine retarder system
- * Wireless audio streaming
- * Seek scan
- * External memory control
- * Wheelbase: 158"
- * Axle to end of frame: 49"
- * Tire/wheel capacity rear: 23,360 lbs.
- * Spring rating front: 10,000 lbs.
- * Dual electric horn
- * Power door mirrors

Exterior: Oxford White

Interior: Gray

- * White front wheels
- * Steel rear wheels
- * 22.5 x 8.25-inch front and dual rear wheels
- * English measure truck 279/82R22.5 AS BSW front and rear tires
- * Lock-up transmission
- * PTO transmission provision
- * Aluminized steel single exhaust
- * Battery rating: 1500CCA
- * Battery run down protection
- * Auxiliary power take-off
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Auxiliary input jack
- * Vehicle body length: 246"
- * Cab to axle: 84"
- * Axle capacity rear: 17,500 lbs.
- * Axle capacity front: 10,000 lbs.
- * Standard ride suspension
- * Trip computer
- * Heated driver and passenger side door mirrors

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$77,460.00
Preferred Equipment Package 600A	N/C
6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM	STD
50-State Emissions	N/C
Ford TorqShift HD 10-Speed Automatic - with PTO Provision	STD
Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Hydraulic Brake System - Bosch HydroMax w/Traction Control	STD
17,500 lb. Single-Speed - Dana S17-140	STD
Multi-Leaf Springs - 19,000 lb. Cap	STD
158" Wheelbase/84" CA/49" AF/246" OAL	STD
Single Channel - Straight 'C' 12.64 SM, 50,000 PSI	STD
Under Cab, Right Side Outlet, Switchback-Style	STD

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

Major Equipment

* Manual folding door mirrors	* Daytime running lights
* Light tinted windows	* Variable intermittent front windshield wipers
* Speed sensitive wipers	* Electronic stability control system
* SecuriLock immobilizer	* Manual climate control
* Bucket driver seat	* Folding driver seat back
* Low driver seat back	* 4 driver seats way-direction
* Manual fore/aft	* Bucket passenger seat
* Fixed passenger seat back	* Low passenger seat back
* 4 passenger seats way-direction	* Manual fore/aft
* Driver seat armrest	* Front passenger seat armrest
* Vinyl front seat upholstery	* Carpet front seatback upholstery
* Hydraulic disc brakes	* 4-wheel antilock (ABS) brakes

Fuel Economy

City
N/A



Hwy
N/A

As Configured Vehicle

MSRP

Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
14 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box	STD
30/0/30 Fixed Driver & Fixed Passenger w/Console - Vinyl	STD
Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Bumper, Front - Black, Full Width	Included
Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals	Included
Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals	Included
Manual Regen Initiation - Driver Interface in Message Center	Included
Engine Exhaust Brake	Included
Painted Grille - Plastic	Included
Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jesse Cooper
11/08/2022

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

<i>As Configured Vehicle</i>	MSRP
Tow Hooks, Front (2) - Frame-Mounted, Painted Black	Included
Four Body Builder Switches - Mounted in Center Instrument Panel	Included
Floor Covering - Black Vinyl	Included
Intelligent Oil Life Monitor	Included
Steering Column - Tilt / Telescoping	Included
Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	Included
Body Builder Wiring - At Back of Cab, Combined	Included
10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	\$685.00
Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width	\$275.00
Oxford White	N/C
Gray	N/C
Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop	\$100.00
Taper-Leaf Springs, Parabolic - 10,000 lb. Cap	\$125.00
5.57 Axle Ratio	N/C
Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
Jump Start Stud - Remote Mounted	\$90.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jesse Cooper
11/08/2022

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 415

<i>As Configured Vehicle</i>	MSRP
Back-Up Alarm - Electric, 102 dBA	\$110.00
Daytime Running Lamps (Not Configurable)	\$25.00
Power Equipment Group - (Included in (90A) Appearance Group)	\$470.00
110 A/C Outlet - in Lower Center Finish Panel	\$100.00
SecuriLock Passive Anti-Theft System	\$120.00
Remote Keyless Entry w/2 Key Fobs	\$195.00
Interior Rear View Mirror	\$75.00
Aux Spot Mirrors - Front Fender Mounted - (2) Driver Side and Passenger Side	\$225.00
Ship-Thru - NFS National Fleet Services	N/C
Pre-Delivery Inspection	N/C
<hr/>	
SUBTOTAL	\$80,175.00
Destination Charge	\$2,095.00
<hr/>	
TOTAL	\$82,270.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Agenda Report Form

Open Session Item

SUBJECT: Walnut Hill Farm, LLC Rural Legacy Program (RLP) Easement

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Chris Boggs, Rural Preservation Administrator, Dept. of Planning & Zoning

RECOMMENDED MOTION: Move to approve the Walnut Hill Farm, LLC RLP Easement project, in the amount of \$420,000.00 for 114.75 easement acres, paid for 100% by the Maryland Department of Natural Resources, and to adopt an ordinance approving the easement purchase and to authorize the execution of the necessary documentation to finalize the easement purchase.

REPORT-IN-BRIEF: The Walnut Hill Farm, LLC property is located at 8423 Routzahn Rd., Boonsboro, and the easement will serve to permanently preserve a valuable agricultural, scenic, environmental and historic property in the County. The parcel contains both ag and woodland areas. It lies in a part of Washington County that was heavily trafficked during the Civil War and the Battle of Antietam. The property is listed on the Maryland Inventory of Historic Places and is significant for its architecture. Antietam Creek runs along the eastern property boundary.

The parcel adds on to a block of thousands of acres of contiguous preserved farmland around Antietam Battlefield. Seven (7) development rights will be extinguished with this easement.

DISCUSSION: Since 1998, Washington County has been awarded more than \$27 million to purchase Rural Legacy easements on more than 8,200 acres near Antietam Battlefield in the Rural Legacy Area. RLP is a sister program to the Maryland Agricultural Land Preservation Program (MALPP) and includes the protection of environmental and historic features in addition to agricultural parameters. RLP uses an easement valuation system (points) to establish easement value rather than appraisals used by MALPP. For FY 2023, Washington County was awarded RLP grants totaling \$1,550,000. The Walnut Hill Farm, LLC RLP Easement will use part those funds. Easement applicants were previously ranked based on four main categories: the number of development rights available, the quality of the land/land management (agricultural component), natural resources (environmental), and the historic value.

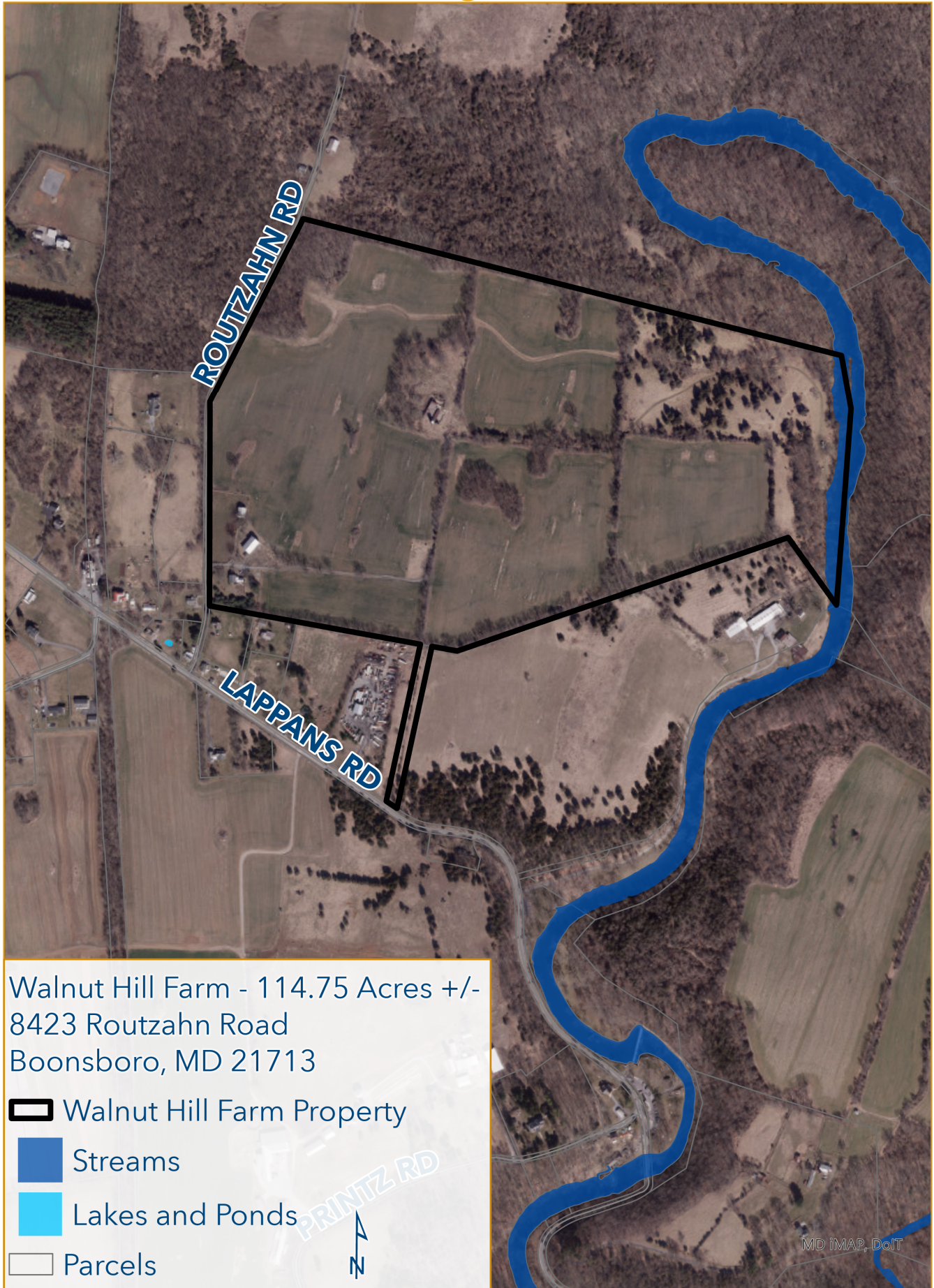
FISCAL IMPACT: RLP funds are 100% State dollars, mainly from DNR Open Space funds. In addition to the easement funds, we receive up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance/monitoring costs, and funds to cover all of our legal/settlement costs.

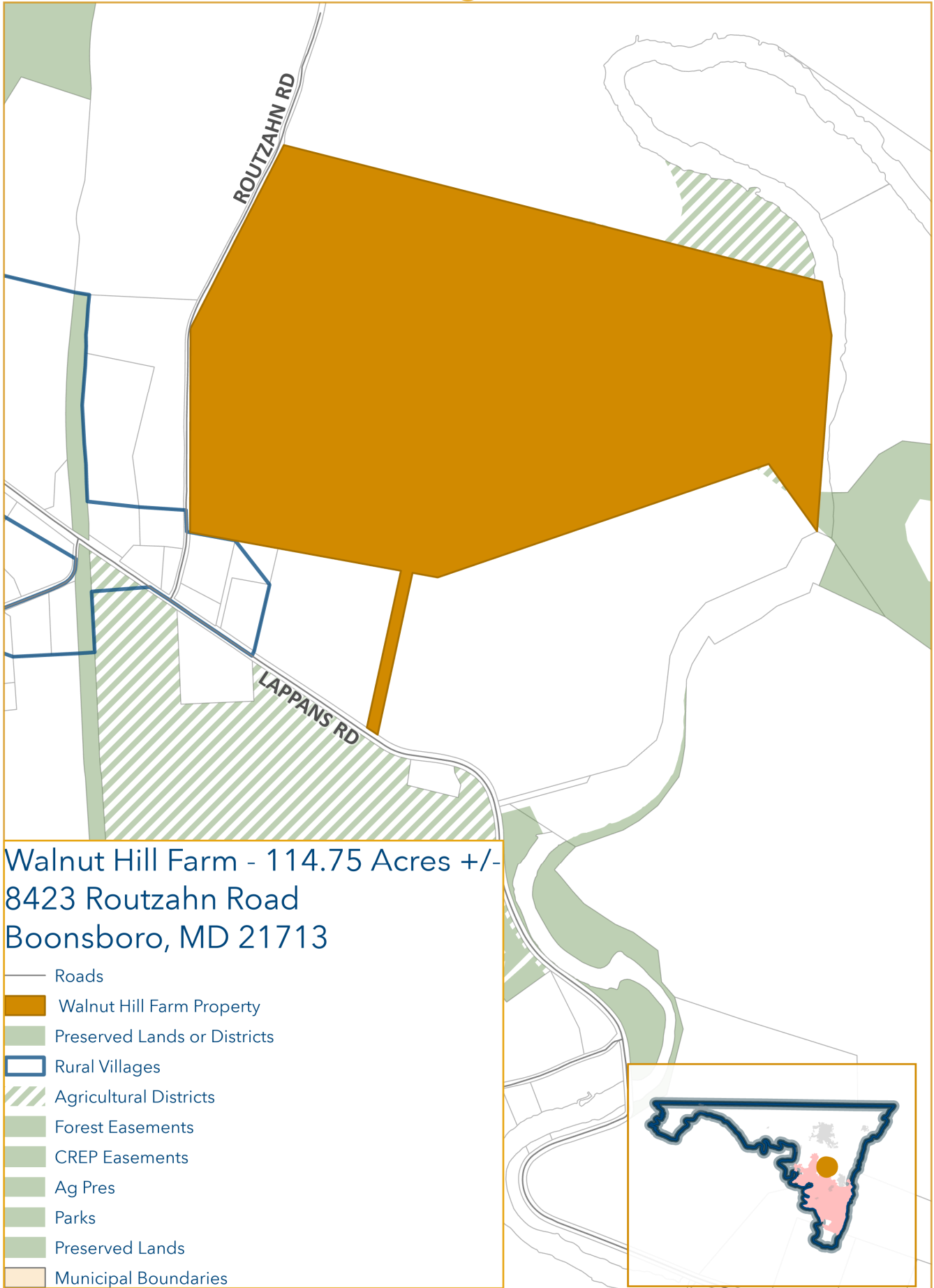
CONCURRENCES: Both the State RLP Board and the State Department of Natural Resources (DNR) staff have approved and support our program. A final money allocation will be approved by the State Board of Public Works.

ALTERNATIVES: If Washington County rejects State funds for RLP, the funds will be allocated to other counties in Maryland.

ATTACHMENTS: Aerial Map, Location Map, Ordinance

AUDIO/VISUAL NEEDS: N/A





ORDINANCE NO. ORD-2023-

**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION
EASEMENT UNDER THE MARYLAND RURAL LEGACY PROGRAM**

(Re: Walnut Hill Farm, LLC RLP Conservation Easement)

RECITALS

1. The Maryland Rural Legacy Program ("RLP") provides the funding necessary to protect large, contiguous tracts of land and other strategic areas from sprawl development and to enhance natural resource, agricultural, forestry, and environmental protection through cooperative efforts among State and local governments.

2. Protection is provided through the acquisition of easements and fee estates from willing landowners and the supporting activities of Rural Legacy Sponsors and local governments.

3. For FY 2023, Washington County (the "County") was awarded a RLP grant totaling \$1,550,000.00 (the "RLP Funds").

4. Walnut Hill Farm, LLC, (the "Property Owner") are the fee simple owners of real property consisting of 114.75 acres, more or less (the "Property"), in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.

5. The County has agreed to pay the sum of FOUR HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$420,000.00), which is a portion of the RLP Funds, to the Property Owner for a Deed of Conservation Easement on the Property (the "Walnut Hill Farm, LLC RLP Conservation Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of a conservation easement on the Property be approved and that the President of the Board and the County Attorney be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Walnut Hill Farm, LLC RLP Conservation Easement.

ADOPTED this ____ day of January, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, County Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Kendall A. Desaulniers
Deputy County Attorney

Mail to:

Office of the County Attorney
100 W. Washington Street, Suite 1101
Hagerstown, Maryland 21740

EXHIBIT A - DESCRIPTION OF PROPERTY

ALL that farm, tracts, or parcels of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 12, Washington County, Maryland, and being more particularly described in accordance with the description contained in the Deed recorded in Liber 2908, folio 354 among the Land Records of Washington County, Maryland, as follows:

PARCEL NO. 1: All the following described tract of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate near Breathedsville and along the East side of Routzahn Road approximate 0.1 miles Northward from its intersection with the Boonsboro-Williamsport Highway, Maryland Route 68, in Election District No. 12, Washington County, Maryland, and being more particularly described as follows:

BEGINNING at a rail spike in the center of the said Routzahn Road, said spike being in the 8th line of a Deed from Joseph P. Chaney and Wife to John M. Groh dated February 10, 1872, and recorded in Liber W Mc K K No. 4, folio 373 among the Land Records of Washington County, Maryland, and running thence along or near the center of the said Road North 0 degrees 31 minutes East 1016.14 feet to a point; thence with the 2nd line of said Deed North 27 degrees 26 minutes East 1021.26 feet to the corner of an intersecting Road leading toward Roxbury; thence along or near the center line of said Road and the projection thereof South 75 degrees 23 minutes East 2761.6 feet into the Antietam Creek; thence down said Creek in or near the center thereof South 9 degrees 46 minutes East 269.7 feet; and South 4 degrees 37 minutes West 980.0 feet; thence leaving the Creek and running North 35 degrees 16 minutes West 93.0 feet to a concrete monument; thence continuing in a straight line North 35 degrees 16 minutes West 319.5 feet to a stake; thence South 71 degrees 29 minutes West 1740.4 feet to a planted stone; thence with a portion of the 8th line of the aforementioned Deed North 79 degrees 17 minutes West 1232.13 feet to the point of beginning; containing 113.64 acres of land, more or less. The street address of said Parcel No. 1 is currently known and designated as 8423 Routzahn Road, Boonsboro, Maryland, and is further identified as tax account no. 12-003633.

PARCEL NO. 2: All that tract or parcel of land, situate along the Northeast side of the Boonsboro-Williamsport Highway, Maryland Route 68, approximately 0.22 miles Southeast from its intersection with Routzahn Road in Election District No. 12, Washington County, Maryland, and being more particularly described as follows:

BEGINNING at a stake at the end of 110.0 feet in the 3rd line of the Deed from Bertha L. Saunders, Widow, to Robert C. Mullendore dated March 10, 1956, and recorded in Liber 307, folio 506 among the aforesaid Land Records, and running thence with the remainder of said line North 79 degrees 17 minutes West 60.03 feet to the end thereof; thence with the 4th line of said Deed South 12 degrees 40 minutes West 797.47 feet to a post in the Northeast marginal line of the said Boonsboro-Williamsport Highway; thence along the marginal line thereof South 56 degrees 02 minutes East 64.40 feet to a stake; thence leaving the said Highway and running back therefrom parallel with and 60.0 feet perpendicularly distant from the second line hereof North 12 degrees 40 minutes East 822.9 feet to the point of beginning; containing 1.11 acres of land, more or less. The street address of said Parcel No. 2 is currently known and designated as 0 (no street number)

assigned) Lappans Road, Fairplay, Maryland, and is further identified as tax account no. 12-003625.

PARCELS 1 AND 2 BEING all of the property which was conveyed from Lois S. Harrison to Walnut Hill Farm, LLC (a Maryland limited liability company) by Deed dated December 16, 2005, and recorded in Liber 2908, folio 354 among the Land Records of Washington County, Maryland.



Agenda Report Form

Open Session Item

SUBJECT: Joint Sewer Service Area Agreement (JSSA)

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Mark D. Bradshaw, PE, Director of DEM

RECOMMENDED MOTION: None – Request the City of Hagerstown to amend paragraph 7 of the JSSA to permit deduct meters.

Request the City of Hagerstown to include the property located at 17601 Broadfording Road be added JSSA agreement “Area B” as shown on Exhibit A of the agreement.

REPORT-IN-BRIEF: Paragraph 7 of the JSSA states that the City will bill the customers in the JSSA for sewage use based on water consumption. With the installation of a deduct meter, the customer will now only pay for the sewage that is being discharged.

Received a request from JD Law Co., Inc requesting that the property located at 17601 Broadfording Road be included in the JSSA agreement as “Area B” as shown on Exhibit A of the agreement.

DISCUSSION: A deduct meter is utilized in industrial/commercial businesses to measure the amount of water that is utilized or consumed during normal operations that isn’t discharged into the domestic sewer. The deduct meter reading is then subtracted from the water meter reading to calculate the amount of sewer being generated and billed accordingly.

For businesses, within the County, that have installed deduct meters, they have seen substantial saving from reduced user fees and from not having to purchase additional allocation.

The property located at 17601 Broadfording Road is in the process of being annexed into the City of Hagerstown. The sewage from this area is currently being treated by the County’s Conococheague Wastewater Treatment Plant (WwTP) per the JSSA. The Conococheague WwTP has adequate capacity to accept the expected sewage flow until the City redirect the flow to their treatment facility.

FISCAL IMPACT: The County will collect additional user fees for the sewage being treated for this property until the flow is transferred to the City.

CONCURRENCES:

ALTERNATIVES: Continue with current billing policy. Deny the request to include the property located at 17601 Broadfording Road into the JSSA.

ATTACHMENTS: JSSA & Exhibit A. JD Law Co., Inc letter dated December 16, 2022.

AUDIO/VISUAL NEEDS: None

RS-2022-06
**RESOLUTION OF
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND,
APPROVING THE
JOINT SEWER SERVICE AREA AGREEMENT
WITH THE MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN
FOR THE PURPOSE OF ESTABLISHING
THE GENERAL TERMS AND RESPONSIBILITIES
FOR THE PROVISION OF SANITARY SEWER SERVICE
TO THOSE GEOGRAPHIC AREAS DELINEATED IN THE
JOINT SEWER SERVICE AREA TO BE SERVED BY THE
RESPECTIVE SEWERAGE FACILITIES OF THE COUNTY AND THE CITY**

- WHEREAS,** the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, is the duly constituted legislative body of Washington County, Maryland (the "County"); and the Mayor and Council of the City of Hagerstown, a municipal corporation, is the duly constituted legislative body of the City of Hagerstown, Maryland (the "City"). The County and the City are hereinafter referred to individually as the "Party" and collectively as the "Parties"; and
- WHEREAS,** the Parties own, operate, and maintain respective facilities for the treatment of wastewaters within their respective boundaries; and
- WHEREAS,** the Parties, recognizing the importance of providing Joint Sewer Service (defined as sewer service provided jointly by the County and the City where one party agrees to own and maintain a sewer collection system through sewer lines owned by that party and treatment may be provided at a sewage treatment plant owned by the other party), have determined that it is in the best interests of their respective jurisdictions and citizenry thereof to approve the Joint Sewer Service Area Agreement (the "Agreement") for the purpose of establishing the general terms and responsibilities for the provision of sanitary sewer service to the Joint Sewer Service Area defined as that area depicted in gold, blue, and red on Exhibit A of the said Agreement, a copy of which is attached hereto and made a part hereof by reference; and
- WHEREAS,** the Agreement consolidates terms for the provision of sewer service to the present and future service areas within the Joint Sewer Service Area; and
- WHEREAS,** the Agreement governs the terms by which the Parties shall accept the wastewaters generated in the Joint Sewer Service Area for transport, treatment, and disposal, provided, however, that the accepting Party's facility has adequate capacity to accept additional sewage flow; and

WHEREAS, the Agreement provides that the provision of sanitary sewer service to the Joint Sewer Service Area shall be pursued by the Parties in a cooperative and non-competitive manner. The Parties agree that they will continue their present practice of providing sanitary sewer service to areas outside the Joint Sewer Service Area and other such joint sewer service areas approved under Paragraph 16 of the Agreement by negotiating individual service agreements with each property owner who requests sanitary sewer service; and

WHEREAS, the Agreement shall replace and revoke all prior County/City sewer service agreements in their entirety, including, but not limited to, the following:

- ♦ Consolidate General Service Agreement, effective September 16, 1997, and amended several times as follows:
- ♦ Amendment #1, effective October 31, 1997;
- ♦ Amendment #2, effective April 27, 1999;
- ♦ Amendment #3, effective April 27, 1999;
- ♦ Amendment #4, effective September 26, 2000;
- ♦ Amendment #5, drafted but never approved;
- ♦ Amendment #6, effective September 24, 2002;
- ♦ Amendment #7, effective June 13, 2006;
- ♦ Amendment #8, drafted but never approved;
- ♦ Amendment #9, effective June 19, 2007;
- ♦ Amendment #10, effective April 12, 2011;
- ♦ Amendment #11, drafted but never approved;
- ♦ Amendment #12, effective February 23, 2021; and

WHEREAS, the Agreement incorporates the Parties' Flow Transfer Agreement, effective August 5, 2013, except that Paragraph VII., Agreement Terms, of said Flow Transfer Agreement is amended to reflect that the term is no longer twenty (20) years, as set forth therein; and

WHEREAS, the Parties deem said Agreement to be mutually beneficial to provide sewer service to the Joint Sewer Service Area in accordance with the terms set forth in said Agreement; and

WHEREAS, the Board of County Commissioners believes it to be in the best interest of the citizens of Washington County to enter into said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County as follows:

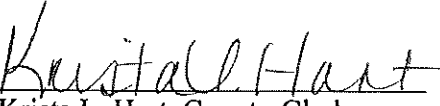
1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim; and

2. That the Agreement is hereby accepted, approved, and ratified; and
3. That Jeffrey A. Cline, President of the Board of County Commissioners, or his successor, is hereby authorized, empowered, and directed to execute and deliver to the City the Agreement, together with any other documents necessary to effectuate the purposes hereof.

BE IT FURTHER RESOLVED, by the County that this Resolution shall become effective immediately effective upon its approval.

ATTTEST:

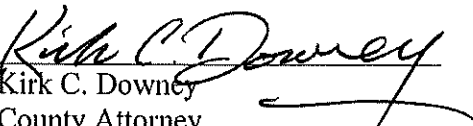
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND


Krista L. Hart, County Clerk

By:  (SEAL)
Jeffrey A. Cline, President

Date signed: 1/25/22

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


Kirk C. Downey
County Attorney

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

JOINT SEWER SERVICE AREA AGREEMENT
FOR THE PROVISION OF SEWER SERVICE
BY AND BETWEEN
THE MAYOR AND COUNCIL OF
THE CITY OF HAGERSTOWN, MARYLAND,
AND
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

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INTRODUCTION

This Joint Sewer Service Area Agreement (*Agreement*) dated February 23, 2021 2022, by and between the Mayor and Council of the City of Hagerstown, a municipal corporation (*City*), and the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (*County*), establishes the general terms and responsibilities for the provision of sanitary sewer service to those geographic areas delineated in the Joint Sewer Service Area (defined herein) to be served by the sewerage facilities of the City and the County. The City and the County are sometimes referred to herein as "party," individually, and "parties," collectively.

This Agreement replaces and revokes all prior City/County sewer service agreements in their entirety, including, but not limited to, the following:

- Consolidated General Service Agreement, effective September 16, 1997, and amended several times as follows:
- Amendment #1, effective October 31, 1997;
- Amendment #2, effective April 27, 1999;
- Amendment #3, effective April 27, 1999;
- Amendment #4, effective September 26, 2000;
- Amendment #5, drafted but never approved;
- Amendment #6, effective September 24, 2002;
- Amendment #7, effective June 13, 2006;
- Amendment #8, drafted but never approved;
- Amendment #9, effective June 19, 2007;
- Amendment #10, effective April 12, 2011;
- Amendment #11, drafted but never approved; and
- Amendment #12, effective February 23, 2021.

All of the geographic areas included in this Agreement constitute the Joint Sewer Service Area and are depicted on the map attached hereto as Exhibit A and incorporated by reference herein.

This Agreement also incorporates the Flow Transfer Agreement, effective through August 5, 2023. The Flow Transfer Agreement is attached hereto as Exhibit B and incorporated by reference herein, except that Paragraph VII AGREEMENT TERMS is hereby amended to reflect that the term is no longer twenty (20) years; rather, the Flow Service Agreement shall remain in place until the improvements to the City's Pump Station 13 and all associated infrastructure required to transfer the flow back to the City are completed and placed into service. This area is indicated as Area "B" on Exhibit A. Area "A" on Exhibit A shall remain in place until the improvements to the Maugansville Pump Station and all associated infrastructure required to transfer the flow back to the County are completed and placed into service. Upon the completion of a party's respective improvements and infrastructure, and upon six (6) months' written notice to the other party, the County may remove Area "A" in its entirety and/or the City may remove Area "B" in its entirety from the Agreement, in which case there shall be no need to execute an amendment to this Agreement. The parties agree that the provisions of this paragraph incorporating the Flow Transfer Agreement shall be satisfied no later than five (5) years from the execution date of the last party to sign this Agreement, meaning that all improvements to the City's Pump Station 13 will have been completed and placed into service thereby transferring the flow back to the City pursuant to Area "B" on Exhibit A within said five (5) years, and also meaning that all improvements to the County's Maugansville Pump Station will have been completed and placed into service thereby transferring the flow back to the County pursuant to Area "A" on Exhibit A within said five (5) years. The County or the City may remove a service area from the Joint Sewer Service Area to the County's or the City's exclusive responsibility, so as to transfer the County's or the City's collection system and accept sole responsibility for the same, in accordance with Paragraph 15 below.

The City and the County recognize the importance for providing sewer service to the Joint Sewer Service Area. This Agreement consolidates terms for the provision of sanitary sewerage services to the present and future service areas within the Joint Sewer Service Area.

1. City and County Provision for Service: The City and the County shall accept the wastewaters generated in the Joint Sewer Service Area for transport,

treatment, and disposal, provided that the accepting party's facility has adequate capacity to accept additional sewage flow.

2. City and County Service Priorities: The provision of sanitary sewer service to the Joint Sewer Service Area shall be pursued by the City and the County in a cooperative and non-competitive manner. The City and the County understand and mutually agree that they will continue their present practice of providing sanitary sewer service to areas outside the Joint Sewer Service Area and other such joint sewer service areas approved under Paragraph 16 of this Agreement by negotiating individual service agreements with each property owner who requests sanitary sewer service.
3. New and Existing Construction: In areas where sewer service is to be provided under the County's jurisdiction, the City and the County shall cooperate in a joint pursuit of maintaining existing interconnection between the County's and the City's respective wastewater systems, and the design and construction effort as to any necessary new wastewater systems. The interconnection will be designed and maintained to allow for the transfer of sewage flow in accordance with the terms and conditions of this Agreement. All new construction shall be designed to the standards and specification of the party that owns and operates the system. The primary work effort and responsibility for design and construction shall be with the party that will own and operate the system. Construction contracts shall be awarded and managed by the County with appropriate assistance by the City. Construction inspection shall be under the County's management with full authority to issue change orders and other construction procedures, utilizing the County's inspection personnel. Upon completion of construction, the County shall retain ownership of all sewerage facilities constructed under the County's jurisdiction. The City shall be under no obligation to be the applicant, grantee, or financing agent for funds to construct systems to be owned by the County.
4. City Service Responsibilities: The City shall operate and maintain all City-owned sewerage facilities in accordance with all applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state, and

local agencies and jurisdictions. The City shall have the authority to monitor water and waste flows to determine volume, flow delivery rate, and/or strength of same. Furthermore, all sewerage facilities in the Joint Sewer Service Area shall be monitored to ensure compliance with the applicable inflow/infiltration requirements. The City shall include in its bill to City/County Joint Sewer Service Customers the applicable County charge. These funds shall be forwarded promptly to the County after receipt in accordance with a schedule mutually acceptable to the County's Director of Finance and the City's Director of Finance.

5. County Service Responsibilities: The County shall operate and maintain all County-owned sewerage facilities in accordance with all applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state, and local agencies and jurisdictions. The County shall have the authority to monitor water and waste flows to determine volume, flow delivery rate, and/or strength of same. Furthermore, all sewerage facilities in the Joint Sewer Service Area shall be monitored to ensure compliance with the applicable inflow/infiltration requirements. The County shall include in its bill to City/County Joint Sewer Service Customers the applicable City charge. These funds shall be forwarded promptly to the City after receipt in accordance with a schedule mutually acceptable to the City's Director of Finance and the County's Director of Finance. Furthermore, the County shall operate and maintain the interconnection facilities, including periodic adjustments to diverted flow, to achieve the purposes of the Flow Transfer Agreement until such time that the improvements to the City's Pump Station 13 and associated infrastructure are complete and placed into full service and the flow is transferred back to the City.
6. Industrial Waste Pretreatment Program: All industries in the Joint Sewer Service Area will be subject to the provisions of federal law, state law, and the respective codes, regulations, ordinances, policies, or other requirements of the City and the County, regarding industrial waste discharge limitations, permits, user charges, fines, testing, monitoring, pretreatment requirements, or other ordinance provision, all as may be amended from time to time. Any business or industry in the Joint Sewer Service Area shall obtain any required

industrial waste discharge permit(s) from the party who will be providing sewage treatment for that business or industry, regardless of its geographic location within or outside the corporate boundaries of the City. Likewise, the governing entity providing sewage treatment for a business shall have the full authority to enforce any conditions of any industrial waste discharge permit(s), regardless of the location of such business within or outside the corporate boundaries of the City. The parties agree to cooperate fully in such enforcement.

7. City Service Charges: The charge to Joint Sewer Service Customers by the City for transporting and treating the sewage emanating from the Joint Sewer Service Areas through the City-owned sewerage facilities shall be based on metered water consumption and shall be in accordance with the provisions of the City Code for such services. The City shall bill the County's sewer customers in the Joint Sewer Service Areas unless otherwise specified by written agreement. The user charge rates to be charged to all users of the system located within the Joint Sewer Service Areas shall be established in compliance with all applicable federal, state, and local regulations. The City shall recover the actual cost of service through the City rates charged to Joint Sewer Service Customers. Cost of service shall include operating expenses, depreciation, return on investment, and cash flow requirements. A commercial and industrial rate system meeting all applicable requirements of federal, state, and local regulations shall establish the surcharges and other additional rates to be charged to all commercial and industrial users of the system. The City shall apprise the County of any proposed changes in the City Code or any other policy affecting such charges so that the County may have the opportunity to comment on same. The City shall assist the County with official representation at any public hearing to be held to the extent necessary to present and to explain the charges being levied by the City for sewerage services that the City provides to Joint Sewer Service Customers.
8. County Service Charges: The County's charge to Joint Sewer Service Customers for transporting and treating the sewage emanating from the Joint Sewer Service Areas through the County-owned sewerage facilities shall be

based on metered water consumption and shall be in accordance with the provisions of the County's applicable Ordinances, Resolutions, and policies for such services. The County shall bill the City's sewer customers in the Joint Sewer Service Areas unless otherwise specified by written agreement. The user charge rates to be charged to all users of the system located within the Joint Sewer Service Areas shall be established in compliance with all applicable federal, state, and local regulations. The County shall recover the actual cost of service through the County rates charged to Joint Sewer Service Customers. Cost of service shall include operating expenses, depreciation, return on investment, and cash flow requirements. A commercial and industrial rate system meeting all applicable requirements of federal, state, and local regulations shall establish the surcharges and other additional rates to be charged to all commercial and industrial users of the system. The County shall apprise the City of any proposed changes in the County Code or any other policy affecting such charges so that the City may have the opportunity to comment on same. The County shall assist the City with official representation at any public hearing to be held to the extent necessary to present and to explain the charges being levied by the County for sewerage services that the County provides to Joint Sewer Service Customers.

9. Connection Fee and/or Benefit Assessment: In addition to the charges described in Paragraph 7 and Paragraph 8, there shall be a Connection Fee per connection to users who are creating new connections to the system. Said Connection Fee shall be established by each party as to its respective accounts pertaining to parcels located within the Joint Sewer Service Area, and shall be collected by the City from users of the system located in the corporate limits of the City, and shall be collected by the County to users of the system located outside the corporate limits of the City. The collecting party shall promptly remit to the non-collecting party those Connection Fees collected on behalf of the non-collecting party. There may also be a Benefit Assessment imposed by either party as permitted by Maryland law. The amount of the Connection Fee and/or Benefit Assessment shall be established by each party by ordinance, resolution, or other appropriate enactment.

10. County Charges: The County shall charge that amount determined to be equal to the County's cost of providing sewer collection service to City/County Joint Sewer Service Customers. Costs shall be calculated based on generally accepted class cost of service methodology. For County rate-setting purposes, City/County Joint Sewer Service Customers shall be classified geographically in one of the following three ways: 1) original service area, 2) total City/County Joint Sewer Service Area, or 3) as a part of the entire County sewer collection service area.
11. Reallocations: The City and the County will evaluate all commercial users annually for any allocation increase over and above the previously established allocation base. The City and the County shall assess and collect any allocation increase fees due the City or the County. All fees collected for the City or County shall be forwarded to the City or the County in accordance with a schedule mutually acceptable to the County's Director of Finance and the City's Director of Finance.
12. Delinquent Accounts: The City and the County shall provide each other with a list of accounts carrying delinquent balances at least quarterly for Joint Sewer Service Customers. The City and the County shall assist each other in the collection of these delinquent accounts through discontinuance of water service or any other lawful means. If these means of collection fail, then the County and/or the City shall exercise its/their statutory rights and enter suit against all offenders in accordance with prevailing collection policies. Likewise, the County shall by suit seek to enforce connection against all property owners who fail to connect to the sewer system in the time allowed therefor.
13. Upgrades to Facilities: The cost of any future upgrades or other alterations made to the County's system or the City's system, constructed to meet future applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state, and local agencies and jurisdictions, shall be borne by all users of the system in accordance with a system of charges. The cost of any future expansions of or extensions to the system, constructed to

provide sewer service to the Joint Sewer Service Area, shall be borne by the users of the system for whom such expansions or extensions are constructed.

14. New Joint Sewer Service Areas: Neither the City nor the County shall make any expansions or other alterations to the boundaries of any Joint Sewer Service Area, nor establish any new Joint Sewer Service Area, without obtaining the other party's prior written approval. Neither the City nor the County shall commence any design work for sewer extensions into any proposed service area in the Joint Sewer Service Area until prior written approval is obtained from the other party. Joint Sewer Service Areas may be modified, clarified, or added to this Agreement by formal amendment pursuant to Paragraph 16. Unless agreed otherwise in writing, the terms and conditions for providing sewer service to Joint Sewer Service Areas presently approved shall apply to all Joint Sewer Service Areas formally approved in the future.
15. Joint Sewer Service Areas: The terms and provisions of this Agreement apply to the Joint Sewer Service Areas that are designated on Exhibit A. The parties agree that, except for the removal of Area "A" and/or Area "B" in accordance with the provisions set forth on Page 3 hereof, any amendment to said Joint Sewer Service Area will be created by entering into a revised joint service agreement containing and/or referencing a new comprehensive map. The parties agree that any amendment shall be made only after due consideration of capacity for wastewater contributions to the City's and/or the County's respective plants and that no property shall be added to the Joint Sewer Service Area unless adequate capacity exists for treatment and conveyance of sewage from said property.
16. Amendments: Any modification or revision to this Agreement shall be made by formal writing and adopted by resolution or other formal enactment by the City and the County. Amendments shall be effective for, and consistently applied to, all Joint Sewer Service Areas as originally approved in Paragraph 15 of this Agreement and to all Joint Sewer Service Areas subsequently

approved by the parties in future amendments to Paragraph 15 of this Agreement.

17. Severability: The conditions and requirements of this Agreement are subject to modification by acts, orders, or directives of regulatory agencies or courts of competent jurisdiction. Should any paragraph, section, or provision of this Agreement be annulled by acts, orders, or directives of regulatory agencies or courts of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.
18. Due Authorization: The parties agree and represent to each other that this Agreement has been approved by each respective governing body at a duly constituted public meeting and that each undersigned has been designated as the duly authorized signatory and representative of said governing body.

(SIGNATURES APPEAR ON NEXT PAGE.)

In witness whereof, the parties hereto have executed this Agreement by their respective duly authorized signatories and representatives.

ATTEST:

Krista L. Hart
Krista L. Hart, County Clerk

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

By: Jeff Cline
Jeff Cline, President

Date: 2/14/2022

ATTEST:

Donna K. Spickler
Donna Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN

By: Emily Keller
Emily Keller, Mayor

Date: January 25, 2022

DEFINITIONS

Joint Sewer Service: Sewer service provided jointly by the City and the County where one party agrees to own and maintain a sewer collection system through sewer lines owned by that party and treatment may be provided at a sewage treatment plant owned by the other party.

Joint Sewer Service Area: That area depicted in gold, blue, and red on Exhibit A attached hereto, in which the City and the County have agreed to provide Joint Sewer Service.

Joint Sewer Service Customer: A sewer customer whose sewer service is provided by collection systems, conveyance systems, and/or treatment facilities owned and operated by a combination of the County and the City. The customer is considered a customer of both the City and the County and receives charges from both the City and the County for the sewage service each party provides.

**FLOW TRANSFER AGREEMENT
BY AND BETWEEN
THE CITY OF HAGERSTOWN, MARYLAND AND
THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY**

For the Transfer of Flows
from the City of Hagerstown's Wastewater System
to Washington County's Wastewater System

I. INTRODUCTION

This Flow Transfer Agreement, hereafter called the "Agreement," dated this ^{August} ~~5th~~ of ~~2003~~, 2003, by and between the **Mayor and Council of the City of Hagerstown**, as the duly-constituted legislative body of the City of Hagerstown, Maryland, a municipal corporation (hereinafter called the "City") and the **Board of County Commissioners of Washington County**, a body corporate and politic and a subdivision of the State of Maryland (hereinafter called the "County") is to define certain terms, conditions, and responsibilities for the transfer of wastewater flow from the City wastewater system to the County wastewater system.

The City and County agree that it would be mutually advantageous for both wastewater agencies and their customers to transfer wastewater flows from the City's service area to the County's service area for collection and treatment services. This Agreement provides for the transfer of this wastewater flow during a specified period of time and at an interconnection described herein.

The City and County agree to transfer flows from the City system to the County system in an amount equivalent to actual, additional customer contributions originating from new allocations to the City's wastewater system from accounts located outside the corporate boundaries of the City. The total amount of flow to be transferred under this Agreement will include the flows allocated to customers outside the City corporate boundaries during the term of this agreement hereinafter described. This flow will consist of new customer flows, and incremental flows from allocation increases to existing customers. It will be limited by the maximum amount of representative flow that is physically available to transfer at the interconnection, or the maximum amount of flow that can be physically transported by the interconnection to be constructed under this Agreement.

The equivalent amount of these additional flows will be transferred from the City's system at the interconnection described in Section II of this Agreement. It is agreed by both parties that these transferred flows represent the sewage contributions from outside City customers regardless of the source of these flows, and it is recognized that the actual flows transferred may originate from customers located inside the City's corporate boundaries. The cost of service for treating transferred flows will be included in the City's calculation of rates for customers located outside City limits as they currently exist or as they are modified in the future. It is the intent of this Agreement to provide the physical and administrative mechanisms to enable the Washington County Department of Water Quality to serve outside City customers on the Hagerstown wastewater system at no cost or financial obligation to those wastewater customers located inside the City corporate boundaries.

This Agreement also provides for a Construction Reserve Fund for the design and construction of additional, future interconnections. The Construction Reserve Fund is established by this Agreement as a financing source only and does not obligate the City or County to the transfer of any additional flows in excess of the amounts specifically defined in this Agreement. The transfer of any additional flows beyond those defined herein shall require formal written agreement by the City and County.

II. PHYSICAL INTERCONNECTION

In order to fulfill the purpose of this Agreement, it is agreed that an interconnection between the City and County wastewater systems will be designed and constructed. This interconnection will allow for diversion of sewage flow flowing to existing City Pump Station #13 to the County owned interceptor which is generally located or planned to be situated along Hopewell Road on the west side of Interstate Route 81. A conceptual drawing of this interconnection is attached to this Agreement and identified as Exhibit A. This interconnection and its appurtenances will be designed to allow for the transfer of sewage flow in accordance with the terms and conditions of this Agreement.

III. AMOUNT OF FLOW TO BE TRANSFERRED

The City and County agree that the amount of flow to be transferred under this Agreement shall be determined as follows:

A. Transferred flows will be limited to an amount representing new wastewater contributions as defined herein that are located outside of the City corporate boundaries. These wastewater contributions will be based on actual metered water consumption, or metered sewage discharge for commercial or industrial accounts if such a meter has been approved for use by the appropriate service provider.

B. The total amount of flows transferred under this Agreement will be based on those flows (as described under III-A) that cumulatively accrue over the five (5) year period prescribed in Section VII hereof. The first year accrual for flow transfer and billing purposes will begin 90 days after the Agreement is signed by both parties.

C. The County and City agree that the amount of flow to be transferred shall be limited to the amount of wastewater contributions generated in the service area of existing City pumping station 13. The County and City also agree that the amount of flow to be transferred shall be limited to the maximum amount of hydraulic capacity of the physical interconnection described in Section II of this Agreement.

D. The County and City recognize that a component of inflow/infiltration could be transferred to the County's system and agree to cooperate on monitoring and correcting infiltration if it should become excessive. The County shall have the authority to monitor flows to determine volume, flow delivery rate and/or strength of same. Furthermore, all sewerage facilities shall be monitored to assure compliance with any applicable inflow/infiltration requirements. Upon request from the County, The City shall permit the County to examine and make copies of all records necessary to effectuate the purpose of this Agreement. The parties agree that each shall operate their respective facilities in accordance with all applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state, and local agencies and jurisdictions.

IV. COUNTY RESPONSIBILITIES.

County responsibilities under this Agreement include but are not limited to the following:

A. Secure the financing needed to design and construct the interconnection and assume liability for repayment of any indebtedness as needed.

B. Assume primary responsibility for design and construction of the interconnection including consulting and coordinating with the City as needed.

C. Operate and maintain the interconnection facilities including periodic adjustments to diverted flow to achieve the purposes of this Agreement. If mutually agreeable to both wastewater agencies, it is understood that all flow may be diverted from Pump Station 13 at one time for ease of management, although billing would still occur as stated in Section VI-C. This would allow for immediate de-commissioning of the pumping station with associated savings.

D. In accordance with all applicable local, state and federal requirements, regulations and laws, provide wastewater collection and treatment services to the Hagerstown Water Pollution Control Department for all flows transferred under this Agreement and submit monthly invoices to the City for these wastewater services.

E. Maintain records of new outside-City Joint Service wastewater contributions as defined herein, and provide said records to the City to assist in preparation of information to be submitted for billing of transferred flows.

F. Remit to the City any appropriate fees and charges collected on their behalf in accordance with the

provisions of Section 6, Financial Arrangements of this Agreement.

G. Establish and maintain a Construction Reserve Fund as established under Section 6, Financial Arrangements, of this Agreement. At least annually, provide the City a complete audit of the Construction Reserve Fund.

H. Maintain a reasonably current cost of service calculation to serve as a basis for the rate charged for collection and treatment services billable to the City.

V. CITY RESPONSIBILITIES

City responsibilities under this Agreement include but are not limited to the following:

A. As needed, assist the County in the design and construction of the interconnection.

B. Operate Pump Station 13 as needed.

C. Supply metered consumption data from the customers as defined herein to allow the County to bill for transferred flows.

D. Maintain records for total amount of flow being diverted.

E. Remit to the County any appropriate fees and charges collected on behalf of the County in accordance with the provisions of Section 6, Financial Arrangements of this Agreement.

F. Make payments to the County for collection and treatment services related to transferred flows.

VI. FINANCIAL ARRANGEMENTS

A. Initial Financing for Capital Improvements

The County will secure the financing for the design and construction of the interconnection. It is anticipated that grant financing will be available for interconnection. If the County does not, or chooses not to consummate the financing needed for the interconnection, then this agreement may be terminated at the sole discretion of the County by issuance of a letter of notification to the City. The City shall not be liable for any capital financing related to the design and construction of the interconnection

B. Collection and Distribution of Customer Allocation / Benefit Charges

Regarding new customers outside the City corporate boundaries, the City and County will assess and collect uniform initial customer charges at the time of approval for sanitary sewer service. For those

customers applying for connection directly to a County owned sewer line, the County will collect charges on behalf of the City. For those customers applying for connection directly to a City owned sewer line, the City will collect charges on behalf of the County. The charges referred to in this section are currently identified as a Benefit Charge for the City and an Allocation Fee for the County. Upon collection of these charges on behalf of each other party, the amounts collected will be transferred to the appropriate receiving agency in a timely manner and in accordance with a schedule and procedure as mutually agreed by the City and County Directors of Finance, respectively. In addition, both the City and County will collect amounts to be deposited in the construction reserve fund, and all amounts collected will be transferred to the reserve fund that will be managed by the County in accordance with this Agreement.

The customer charges to be collected at the time of approval of application for sewer service or reassessment will hereinafter be collectively referred to as Allocation Fees. The City and County agree that the prevailing Allocation Fees, per equivalent dwelling unit or 200 gallons per day of domestic strength waste, at the time of acceptance of this Agreement will be as follows:

City Benefit Charge	\$1,800
County Connection Charge	\$1,800
Construction Reserve Charge	<u>\$ 300</u>
Total Allocation Fees	\$3,900

These fees apply to the prospective new customers or annual reassessments to existing customers for the first five years of assessments pursuant to this Agreement.

After this first five-year period and for the next five years, the Allocation Fees are anticipated to be as follows:

City Benefit Charge	\$2,100
County Connection Charge	\$1,500
Construction Reserve Charge	<u>\$ 300</u>
Total Allocation Fees	\$3,900

There will be a minimum initial assessment for each customer based on 200 gallons per day.

The City or County may change or alter their respective component of these Allocation Charges at any time when duly authorized and after providing adequate written notice to the other party. Any change to the construction reserve charges will require the formal agreement and approval of the Hagerstown Mayor and City Council and the County Commissioners of Washington County. If neither the City nor County exercises their right to change the Allocation Fees as stipulated in this agreement, then these Allocation Fees shall remain in full force and effect for both the first and second

five-year periods or ten years in total.

C. Service Charges

Service charges for the collection and treatment of flows transferred to the County will be billed to the City based on thousands of gallons of wastewater accepted and treated based on metered consumption of new customers as defined in Section III.A. Such service charges shall be based on generally accepted, utility rate making methods. The City will insure that these service charges shall be included in the calculation of rates for all classifications of outside City customers receiving benefit of County treatment of transferred wastewater flows (Note: At this time, these customer classes are referred to as Outside City and Joint). Service charges for County treatment of transferred flows shall not be included in the calculation of rates for City Water and Sewer Department customers located within the City corporate boundaries. Future calculations of rates for City Water and Sewer Department customers shall also be subject to the provisions of this section.

D. Construction Reserve Fund

The County shall establish and maintain, as primary custodian, a construction reserve fund to escrow the portion of the Allocation Fees that are designated for the construction reserve fund. This fund shall be used to finance future improvements to the City and County wastewater systems. The City and County will meet periodically to identify and prioritize specific projects. Expenditures, withdrawals, or disbursements from the construction reserve fund shall require the formal approval of both the Hagerstown Mayor and City Council and the County Commissioners of Washington County.

The construction reserve fund shall be held in an interest bearing account with all interest income accruing to the fund balance for use in accordance with the purpose of the fund.

The County will make records available to the City upon request and provide an audited financial statement of the fund at least annually.

If after 10 years from the date of this Agreement the City and County mutually agree that there will be no future uses for the construction reserve fund, then any unexpended proceeds shall be divided equally between the parties. These proceeds shall be used for capital improvements to the respective sewer systems, without the necessity for the consent or approval of the other party.

VII. AGREEMENT TERMS

Unless otherwise formally agreed in writing by both the City and County, the following terms shall apply to this Agreement :

The term for the provision of treatment services for flows transferred to the County wastewater system is twenty (20) years.

The term for Section III-B of this Agreement is five (5) years.

The term for Section VI-B of this Agreement is ten (10) years.

VIII. CONTINGENCY CLAUSES

The City and County agree that this Agreement is contingent upon consummation of capital financing for the design and construction of the interconnection.

Neither the City nor the County shall be penalized or bear any unreasonable financial burden for delays or other matters arising from Force Majeure.

IX. SEVERABILITY

The conditions and requirements of this Agreement are subject to modification by acts, orders or directives of regulatory agencies or courts of competent jurisdiction.

Should any sections or provisions of this agreement be annulled by acts, orders or directives of regulatory agencies or courts of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

X. DISPUTE RESOLUTION

Any dispute between the parties arising from or in connection with this Agreement shall be resolved by arbitration. Either party may demand arbitration by written notice within ninety (90) days after the dispute arises, and the notice shall include the designation of an arbitrator. Within thirty (30) days after receipt of the notice of demand for arbitration, the other party shall designate by written notice to the party demanding arbitration a second arbitrator. The two arbitrators shall within twenty (20) days of the designation of the second arbitrator designate a third. The three (3) arbitrators shall:

- a. designate a time and place for hearing;
- b. specify the evidentiary and procedural rules to be followed in the arbitration; and
- c. pass a written award or decision within thirty (30) days of the date of the hearing.

An award or decision rendered by a majority of the arbitrators shall be final and binding on all parties, and judgment on the award or decision may be entered by any court of competent jurisdiction. Arbitration shall be the sole and exclusive remedy under this Agreement. The arbitration costs and expenses of each party shall be borne by that party.

XI. INTEGRATION

This Agreement constitutes the entire agreement of the parties. There are no promises, covenants, representations, or undertakings other than those expressly set forth herein.

XII. COUNTERPARTS

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized signatories and representatives.

Witness and Attest
As to Corporate Seal

Joni L. Bittner
Joni L. Bittner, County Clerk

Board of County Commissioners
of Washington County, Maryland

By: Gregory I. Snook
Gregory I. Snook, President

Date: July 22, 2003

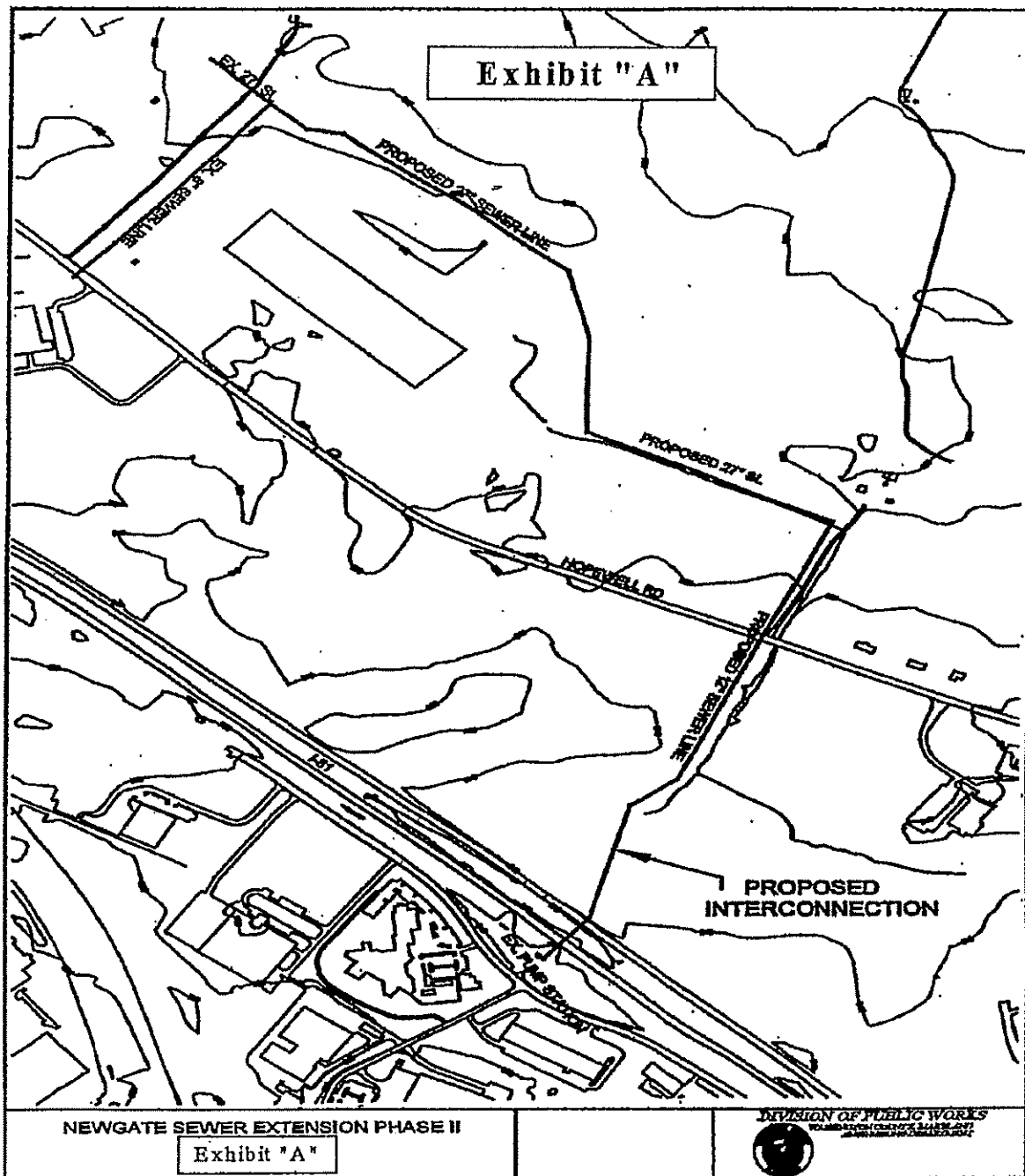
Witness and Attest
As to Corporate Seal

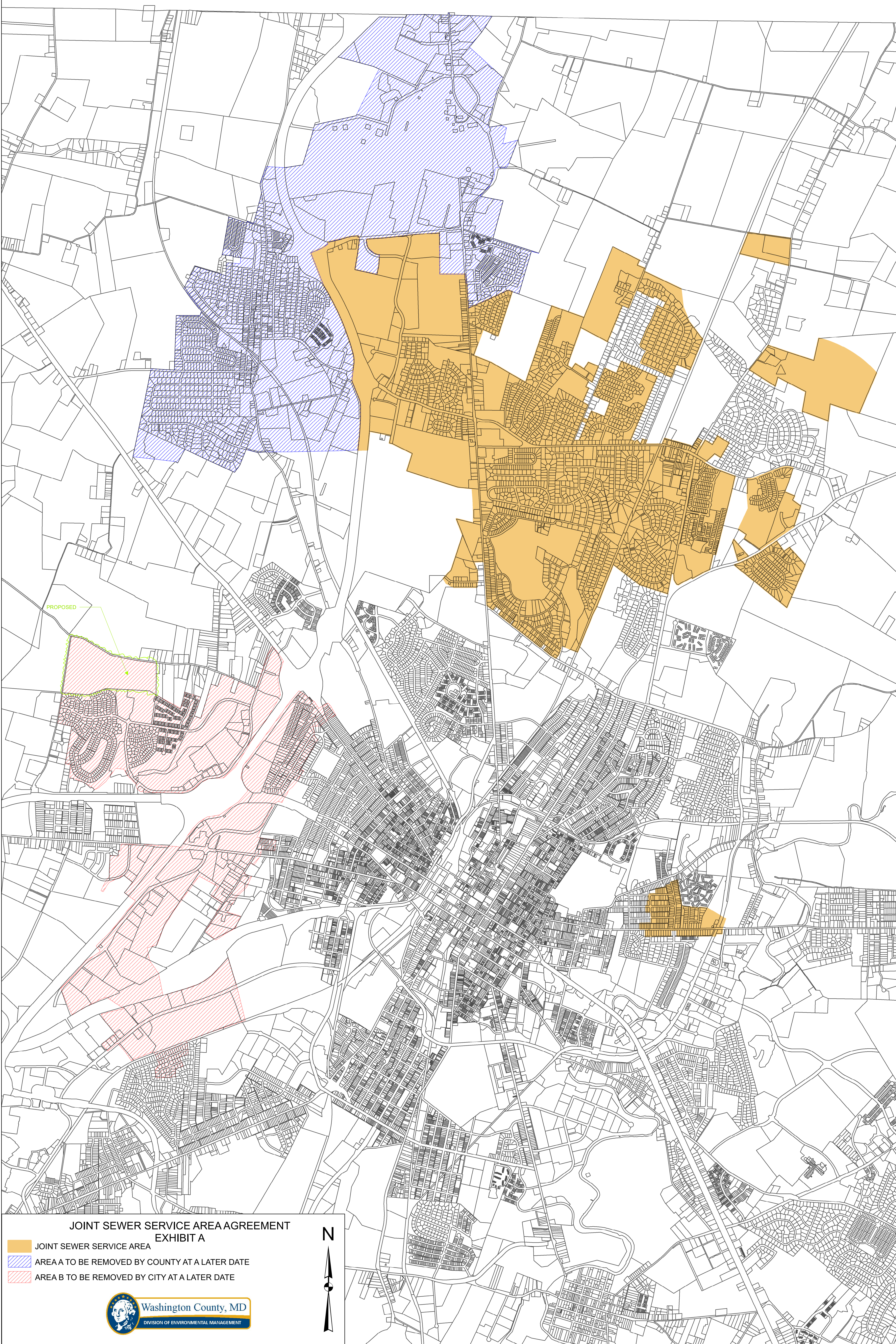
Donna K. Spickler
Donna K. Spickler, City Clerk

Mayor and City Council of Hagerstown


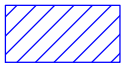

By: William M. Breichner
William M. Breichner, Mayor

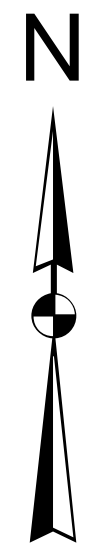
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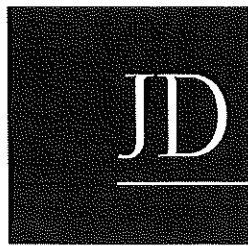




JOINT SEWER SERVICE AREA AGREEMENT
EXHIBIT A

-  JOINT SEWER SERVICE AREA
-  AREA A TO BE REMOVED BY COUNTY AT A LATER DATE
-  AREA B TO BE REMOVED BY CITY AT A LATER DATE





Law Co., Inc.

Jason M. Divelbiss - Attorney & Consultant

December 16, 2022

VIA EMAIL AND REGULAR MAIL

Mark Bradshaw
Director, Environmental Management
16232 Elliott Parkway
Williamsport, MD 21795
mbradsha@washco-md.net

Re: Amendment to Joint Sewer Service Area Agreement (the "JSSA")

Dear Mark:

As per our conversation last week, please accept this letter as a formal request on behalf of the property owner, The Bostetter Group, LLC, and contract purchaser, NVR, Inc., to amend the JSSA.

Specifically, to amend the JSSA for the purpose of adding the +/- 80 acre property located at 17601 Broadfording Road, Hagerstown, MD 21740, Tax Map 37, Grid 7, Parcel 453 (Tax ID No. 13-007497) to the identified "Area 'B'" which is to be served by the Washington County treatment facility until completion of certain improvements to the City of Hagerstown wastewater collection system at which time said flow shall be transferred to the City of Hagerstown treatment facility.

Please advise if any additional information is needed to process this request.

Very truly yours,
JD LAW COMPANY, INC.

A handwritten signature in black ink, appearing to read "J. M. Divelbiss", with a long horizontal flourish extending to the right.

Jason M. Divelbiss
Attorney at Law

cc. NVR, Inc.
Nancy Hausrath



Agenda Report Form

Open Session Item

SUBJECT: FY23 MIEMSS Cardiac Device Grant– Approval to Submit Application and Accept Awarded Funding

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: David Chisholm, Deputy Director- Operations, Division of Emergency Services and Nicole Phillips, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to submit application and accept awarded funding from the FY23 Cardiac Device Grant through the Maryland Institute for Emergency Medical Services Systems (MIEMSS) in the amount of \$35,827.00.

REPORT-IN-BRIEF: The Division of Emergency Services is requesting approval to accept awarded funding from the Maryland Institute for Emergency Medical Services Systems (MIEMSS) for cardiac monitors.

DISCUSSION: The Maryland Institute for Emergency Medical Services Systems (MIEMSS) makes available to the EMS community the opportunities for funding for equipment, training and EMS related programs. This special grant program provides funds to get AED's, monitors/defibrillators and upgrades to equipment. Cardiac monitors/defibrillators are utilized to assist in the assessment of cardiac patients and the delivery of critical, lifesaving interventions such as defibrillation, cardioversion and pacing of patients suffering from life threatening cardiac events. The Division of Emergency Services will use this grant funding to purchase two cardiac monitors.

FISCAL IMPACT: Provides \$35,827.00 for the Division of Emergency Services. The match (\$35,827.00) associated with this grant will be covered by the Emergency Services operating FY23 budget.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Discussion of Commissioner Representation / Assignments on Washington County Boards and Commissions

PRESENTATION DATE: January 10, 2023

PRESENTATION BY: Krista Hart, Clerk; Board of County Commissioners

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Several Boards and Commissions require Commissioner (or designee) representation, to serve in various capacities.

DISCUSSION: This matter is being brought forth to begin discussions surrounding Commissioner assignments on the Washington County Boards and Commissions.

FISCAL IMPACT: N/A

CONCURRENCES:

ALTERNATIVES:

ATTACHMENTS: Boards/Commission Information Sheet

AUDIO/VISUAL NEEDS:

Revised January 3, 2023

Boards and Commissions Assignments – 2022 – 2026 Board of County Commissioners

John F. Barr, President

- Hag Eastern Panhandle Metropolitan Planning Org Quarterly, 3rd Wednesday 3:00 pm
- MACo Legislative Committee Wednesday, during session
- Museum of Fine Arts, Board of Trustees 4th Wednesday, every other month, 3:00 pm
- University of Maryland, Board of Directors
- Western MD Consortium As Called (not less than 2x per year)

Jeffrey A. Cline, Vice President

- Agricultural Education Center Board 3rd Wednesday ea month 4:00 pm
- Community Action Council 4th Thursday ea month, 5:30 pm
- Local Management Board As necessary, 6x per year
- Recreation and Parks Advisory Board 1st Thursday ea month, 3:15 pm
- Transportation Advisory Committee 3rd Wednesday ea month, 11:30 am
- Tri-County Council for Western MD 2-4 times per year, as needed (Friday)

Derek Harvey

- Agricultural Land Preservation Advisory Board 4 times per year, as needed
- Historical Advisory Committee 2nd Monday ea month, 12:00 pm
- I-81 Corridor Coalition Annually, March
- Veteran's Advisory Committee 1st Wednesday, every other month, 6:30 pm

Wayne K. Keefer

- Commission on Aging, Board of Directors 3rd Friday 1:30 pm
- Historic District Commission 1st Wednesday ea month, 7:00 pm
- Social Services Board 4th Monday ea month (Sept-June), 5:30 pm
- Tri-Co Council for Western MD Revolving Loan Fund 2-4 times per year, as needed (Friday)

Randall E. Wagner

- Black Rock Golf Course Board 3rd Monday ea month, 4:30 pm
- Emergency Services Advisory Council 1st Thursday ea month, 7:00 pm
- Hagerstown Regional Airport Advisory Comm. 2nd Thursday ea month, 3:00 pm
- Health Advisory Board 3rd Wednesday ea month, 7:30 am
- Planning Commission 1st Monday ea month, 7:00 pm

VACANT:

- Area Agency on Aging Council 3rd Friday, every other month 11am
- Disabilities Advisory Committee 3rd Wednesday
- Diversity & Inclusion Committee 2nd Monday ea month, 7:00 pm
- Hag/Eastern Panhandle Metropolitan Planning Org. (alt) 3rd Wednesday quarterly 1:30 pm
- Housing Authority 3rd Thursday ea month, 8:00 am
- MACo Legislative Committee (alt) Wednesday, during session
- Mental Health Authority 4th Wednesday, every other mo 12:00 pm
- Tri-Co Council Western MD Revolving Loan Fund (alt) 2-4 times per year, usually Friday
- Tri-Co Council for Western MD (alt) 2-4 times per year, usually Friday
- Weed Control Committee Once per year, usually March
- Western MD Consortium (alt) As Called (not less than 2x per year)
- Women's Commission 2nd Thursday ea month, 6:00 pm