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BOARD OF COUNTY COMMISSIONERS

September 26, 2023

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *Vice President, Jeffrey A. Cline*
APPROVAL OF MINUTES: *September 19, 2023*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:20 AM CITIZEN PARTICIPATION
- 9:30 AM PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH
Washington County Board of County Commissioners presented to Ashley Sizemore, Director of Advocacy Services, CASA, Inc.
- 9:40 AM LEADERSHIP EXCELLENCE PROGRAM
Brian Overcash, Safety Compliance and Training Coordinator, Human Resources

Convene as the Board of Health

- 9:50 AM MOBILE CRISIS SERVICES – WAY STATION, INC.
Earl Stoner, Health Officer, Washington County Health Department
- OPIOID CRISIS RESPONSE SERVICES – WAY STATION, INC.
Earl Stoner, Health Officer, Washington County Health Department
- STATE OPIOID RESPONSE SERVICES – MERITUS MEDICAL CENTER, INC.
Earl Stoner, Health Officer, Washington County Health Department
- COMMUNITY SERVICES – POTOMAC CASE MANAGEMENT SERVICES, INC.
Earl Stoner, Health Officer, Washington County Health Department
- PERFORMANCE INCENTIVE GRANT – HAGERSTOWN POLICE DEPARTMENT
Earl Stoner, Health Officer, Washington County Health Department

Reconvene as the Washington County Board of County Commissioners

- 10:10 AM CONTRACT AWARD (PUR-1625) – CIRCUIT COURT CHILLER REPLACEMENT
Rick Curry, Director, Purchasing; Andrew Eshleman, Director Public Works
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-23-0129) ONE (1) CATERPILLAR LIFT TRUCK FOR THE HIGHWAY DEPARTMENT
Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director Highway Department
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-23-0131) ONE (1) MACK CHASSIS/CAB WITH A DUMP BODY FOR THE HIGHWAY DEPARTMENT
Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director Highway Department
- 10:20 AM BID AWARD (PUR-1633) – BULK DELIVERY OF ROAD SALT
Brandi Naugle, Buyer, Purchasing; Zane Rowe, Deputy Director, Highway Department
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-23-0132) – PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR DIVISION OF EMERGENCY SERVICES
Brandi Naugle, Buyer, Purchasing; Eric Jacobs, Operations Manager, Emergency Services
- 10:30 AM MARYLAND CONNECTED DEVICES PROGRAM – APPROVAL TO SUBMIT GRANT APPLICATION, ACCEPT AWARD, AND ENTER INTO SUBRECIPIENT AGREEMENT UPON AWARD
Rachel Souders, Director, Grant Management; Jenny Backos, Washington County Free Library
- 10:40 AM AGRICULTURE - FACES OF FARMING PRESENTATION
Leslie Hart, Business Development Specialist, Business and Economic Development
- 10:45 AM CLOSED SESSION - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consult with counsel to obtain legal advice on a legal matter; To consult with staff, consultants, or other individuals about pending or potential litigation; To conduct collective bargaining negotiations or consider matters that related to the negotiations; and To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the development of fire and police services and staff; and (ii) the development and implementation of emergency plans.)*
- 12:45 PM RECONVENE IN OPEN SESSION
- 12:45 PM SECOND STAFF COMMENTS
- ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Proclamation for Domestic Violence Awareness Month

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Washington County Board of County Commissioners to Ashley Sizemore, Director of Advocacy Services, CASA, Inc.

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, Domestic Violence Awareness Month is intended to draw attention to the fact that domestic violence is widespread and has public health implications for every community member of Washington County, and;

WHEREAS, according to the National Coalition Against Domestic Violence, 34.4% of Maryland women and 28.8% of Maryland men experience intimate partner physical violence, intimate partner rape and/or intimate partner stalking. We must work together to educate our community about what can be done to prevent domestic violence and how to support survivors, and;

WHEREAS, staff and volunteers of anti-violence programs in Washington County encourage every person to speak out when witnessing acts of violence. Through prevention education and increased awareness, there is compelling evidence that we can be successful in reducing domestic violence in Washington County and hold perpetrators who commit acts of violence responsible for their actions, and;

WHEREAS, Washington County strongly supports the efforts of the national, state and local partners and of every citizen to actively engage in public and private efforts, including conversations about what domestic violence is, how to prevent it, and how to help survivors connect with services.

NOW THEREFORE, we the Board of County Commissioners of Washington County, Maryland, hereby recognize the month of October as Domestic Violence Awareness Month and encourage all citizens to join anti-domestic violence advocates and support service programs in the belief that all community members must be a part of the solution to end domestic violence.



Agenda Report Form

Open Session Item

SUBJECT: Leadership Excellence Program

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Brian Overcash, Safety Compliance and Training Coordinator

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: 23 selected County staff completed the Leadership Excellence Program conducted by HCC. This leadership training program was a total of 50 hours of leadership and management class work.

DISCUSSION: Presentation of certificates of completion to County staff members.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Training Certificates to be present to staff

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

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

SUBJECT: Mobile Crisis Services – Way Station, Inc.

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Earl Stoner, Health Officer, Washington County Health Department

RECOMMENDED MOTION: The Health Department is recommending that the Board of Health approve the contract to Way Station, Inc. of Washington County in the amount of \$87,640.00 for funding legislated for the Crisis Response Grant providing a Mobile Crisis Team to increase mobile crisis services by 100 hours per week.

REPORT-IN-BRIEF: Mobile Crisis Services is a grant that is targeted to implement 100 hours per week to cover the hours from 7 am to 11 pm Monday-Friday, and 1 pm to 11 pm Saturdays & Sundays. Mobile Crisis will respond to behavioral health 911 calls and community requests within 60 minutes. Any individual with behavioral health needs who are in a crisis will be assessed, have an individualized service plan developed and follow up needs addressed, including transport to the Crisis Walk-In Center or the Emergency Department. Mobile Crisis will provide de-escalation, crisis counseling, peer support, safety planning and assist in the resolution of immediate needs.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through the Maryland Department of Health Behavioral Health Administration. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS:

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY24 F753N-0881
Mobile Crisis Services – Way Station, Inc.

THIS CONTRACT (the "Contract"), is made as of the 1st day of July, 20 23 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 Crisis Intervention Team will provide the following deliverables:

* MCT hours will be expanded to provide services 100 hours per week, to cover the hours from 7 am to 11 pm Monday-Friday, and 1 pm to 11 pm Saturdays and Sundays.

* Mobile Crisis will respond to behavioral health 911 calls and community requests within 60 minutes. Any individual with behavioral health needs who are in crisis will be assessed, have an individualized service plan developed and follow-up needs addressed, including transport to the Crisis Walk-In Center or Emergency Department. Emergency Petitions (EP's) will only be invoked when clinically indicated.

* Mobile Crisis will provide de-escalation, crisis counseling, peer support, safety planning, and assist in the resolution of immediate needs. o Mobile Crisis will average four (4) responses per day and link an average of ten (10) individuals to community behavioral health services within seven (7) days per week.

* A Mobile Crisis Counselor will be paired with Law Enforcement for 2- member teams.

The scope of work or solicitation dated XXXX is attached and incorporated by reference as Exhibit X. 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 July 1st, 20 23 through June 30th, 20 24.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed **\$87,640.00.**
- (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.
12. **Contract Monitor- Contract Monitor is [Victoria Sterling](#).**

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

CONTRACTOR
Way Station, Inc.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

Jeff Richardson, Ex. Director
(Printed Name and Title)

Date

By: _____

Earl Stoner, Health Officer
(Printed Name and Title)

Date



Agenda Report Form

Open Session Item

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

SUBJECT: Opioid Crisis Response Services – Way Station, Inc.

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Earl Stoner, Health Officer, Washington County Health Department

RECOMMENDED MOTION: The Health Department is recommending that the Board of Health approve the contract to Way Station, Inc. of Washington County in the amount of \$139,056.00 for funding legislated for the State Opioid Crisis Response Grant providing a Crisis Team to stabilize and improve psychological symptoms of distress to persons “in crisis”.

REPORT-IN-BRIEF: Opioid Crisis Response Services is a grant that is targeted to implement a Crisis Center, Crisis Call Center, and Intervention Services – Intervention Services consists of hotline/call center, walk-in/crisis stabilization face to face assessments. Services are available for individuals in need of immediate attention for situational psychiatric and/or substance abuse. Services for specific populations, e.g., Children/Adolescents and older Adults. Crisis Services include an array of interventions that are designed to reach each individual need.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through the Maryland Department of Health Behavioral Health Administration. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS:

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY24 F936A/B-0881
Way Station, Inc.

THIS CONTRACT (the "Contract"), is made as of the 1st day of July, 20 23 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., will provide crisis intervention services to individuals experiencing an opioid crisis. This funding will be used to increase hours beyond business hours and when the WCHD crisis peers are unavailable.

Performance measures include:

- 2% reduction of readmissions to Meritus Behavioral Health Unit.
- Reduce the number of emergency calls by 2%.
- 25 individuals will be served by an ED Peer Support Specialist who have an experienced an overdose.
- Reduction of overdoses within the community by 2%.
- Service 250 individuals through mobile crisis who have experienced an overdose.

The scope of work or solicitation dated XXXX is attached and incorporated by reference as Exhibit X. 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 July 1st, 20 23 through June 30th, 20 24.

3. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$139,056.00. Breakdown of funds for services as : F936A \$ 34,764 (07/01/23-9/29/23)
F936B \$104,292 (09/30/23-06/30/24)

(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.
12. **Contract Monitor- Contract Monitor is [Victoria Sterling](#).**



Agenda Report Form

Open Session Item

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

SUBJECT: State Opioid Response Services – Meritus Medical Center, Inc.

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Earl Stoner, Health Officer, Washington County Health Department

RECOMMENDED MOTION: The Health Department is recommending that the Board of Health approve the contract to Meritus Medical Center, Inc. of Washington County in the amount of \$133,072.00 for funding legislated for the State Opioid Response Grant providing hospital-based Peer Services.

REPORT-IN-BRIEF: State Opioid Response Services is a grant that is targeted to implement Peer Support to individuals experiencing an opioid crisis. Deliverables under this funding include a 2% reduction of re-admissions to Meritus Behavioral Health Unit approximately 25 individuals served by Peer Support.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through the Maryland Department of Health Behavioral Health Administration. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS:

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY24 F936A/B -0881
Meritus Medical Center, Inc.**

THIS CONTRACT (the "Contract"), is made as of the 1st day of July, 20 23 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Meritus Medical Center, Inc.

("Contractor") whose principal office in Maryland is
1116 Medical Campus Road, 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:

Meritus Medical Center, Inc. agrees to the Statement of Work (attached).

The scope of work or solicitation dated XXXX 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 July 1st,, 20 23 through June 30th, 20 24.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$133,072.00. F936A \$33,268 thru 9/29/23
F936B \$99,804 thru 6/30/24
- (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.
12. **Contract Monitor-** Contract Monitor is [Victoria Sterling](#).

STATEMENT OF WORK

Meritus Medical Center, Inc. located at 11116 Medical Campus Road, Hagerstown, Maryland 21742 agrees to provide Crisis Peer Support services to individuals experiencing opioid overdose. Services will be provided to individuals with opioid use disorder. These individuals will be screened and assessed for stimulants. Those testing positive for stimulant use will receive the appropriate treatment and care.

Medications for Opioid Use Disorder (MOUD) using one of the FDA-Approved medication for treatment of the opioid disorder.

Monthly reporting on performance measures /deliverables and expenses will be required with the first report due by 10/10/23. Reporting due by the 10th of the month every month.

Task/Activities	Deliverables/Milestones /Unit Measure	Tentative Dates for Delivery
Reduction of remissions to Meritus Behavioral Health Unit	2 %	06/30/2024
Reduce number of emergency service calls	2 %	06/30/2024
Number of individuals served through ED Peer support specialists who have experienced an overdose	25	06/30/2024
Reduction in County overdoses	2 %	06/30/2024

CONTRACTOR
Meritus Medical Center, Inc.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

_____, MD Chief Health Officer
(Printed Name and Title)

Date

By: _____

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Attachments: Exhibit A: SOW

CONTRACTOR
Way Station, Inc.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

Jeff Richardson, Ex. Director
(Printed Name and Title)

Date

By: _____

Earl Stoner, Health Officer
(Printed Name and Title)

Date



Agenda Report Form

Open Session Item

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

SUBJECT: Community Services – Potomac Case Management Services, Inc.

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Earl Stoner, Health Officer, Washington County Health Department

RECOMMENDED MOTION: The Health Department is recommending that the Board of Health approval the contract to Potomac Case Management Services, Inc. in the amount of \$91,500.00 for funding legislated for the Intense Case Management Services to LEAD (Law Enforcement Assisted Division) participants.

REPORT-IN-BRIEF: Community Services is a grant that is targeted to implement Case Management Services to LEAD participants. Potomac Case Mgt. will designate two case managers for this project. The case managers will attend weekly LEAD Operational Work Groups and be on-call during operational hours.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through the Maryland Department of Health Behavioral Health Administration. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS: Contract is attached

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY24 F272N-0881
Potomac Case Mgt., Potomac Community Services

THIS CONTRACT (the "Contract"), is made as of the 1st day of July, 20 23 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Potomac Case Mgt., Potomac Community Services,
("Contractor") whose principal office in Maryland is
324 E. Antietam 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:

Potomac Case Management will provide Intense Case Management Services to LEAD participants. Potomac Case Management Services will designate two case managers for this project. The case managers will attend weekly LEAD Operational Work Groups and be on call during operational hours.

The scope of work or solicitation dated XXXX is attached and incorporated by reference as Exhibit X. 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 July 1st, 20 23 through June 30th, 20 24.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall **not exceed \$91,500.00.**
- (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 52-2118801. 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.
12. **Contract Monitor- Contract Monitor is [Victoria Sterling](#).**

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

CONTRACTOR
Potomac Case Mgt., Potomac Community Services

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

Dawn Johns, Executive Director
(Printed Name and Title)

Date

By: _____

Earl Stoner, Health Officer
(Printed Name and Title)

Date



Agenda Report Form

Open Session Item

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

SUBJECT: Performance Incentive Grant – Hagerstown Police Department

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Earl Stoner, Health Officer, Washington County Health Department

RECOMMENDED MOTION: The Health Department is recommending that the Board of Health approval the contract to Hagerstown Police Department in the amount of \$54,000.00 for funding legislated for the Performance Incentive Grant providing overtime for LEAD activities and trainings. Contract period of July 1st, 2023, through June 30th, 2024.

REPORT-IN-BRIEF: Performance Incentive Grant is a grant that is targeted to provide overtime pay to HPD to implement LEAD (Law Enforcement Assisted Division) activities and trainings to increase outreach, support LEAD referrals and attend trainings that are focused on LEAD activities. HPD will engage in bi-weekly LEAD meetings, complete joint details and outreach with WCHD.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through the Maryland Department of Health Behavioral Health Administration. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS:

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY24 F272N-0802
Hagerstown Police Department**

THIS CONTRACT (the "Contract"), is made as of the 1st day of July, 20 23 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Hagerstown Police Department

("Contractor") whose principal office in Maryland is

50 N. Burhans Blvd., 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:

Providing overtime to HPD for LEAD activities and training.

HPD will partner with the LEAD Program to increase outreach, support LEAD referrals to attend trainings.

Will participate in bi-weekly LEAD meetings, complete joint outreach with WCHD.

The scope of work or solicitation dated XXXX is attached and incorporated by reference as Exhibit X. 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 July 1st, 20 23 through June 30th, 20 24.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall **not exceed \$54,000.00.**
- (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 52-6000794. 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.
12. **Contract Monitor- Contract Monitor is [Victoria Sterling](#).**

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

CONTRACTOR
Hagerstown Police Department

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

Paul Kifer, Chief of Police
(Printed Name and Title)

Date

By: _____

Earl Stoner, Health Officer
(Printed Name and Title)

Date



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1625) – Circuit Court Chiller Replacement

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director, Purchasing Department; Andrew Eshleman, P.E., Director, Division of Public Works

RECOMMENDED MOTION: Move to award the contract for the Circuit Court Chiller Replacement project to the responsible, responsive bidder, Flo-Tron Contracting, Inc., of Hunt Valley, MD who submitted the lowest total lump sum bid in the amount of \$624,456.

REPORT-IN-BRIEF: The work to be performed by the Contractor under this project generally includes but is not limited to: Remove the existing roof mounted chiller/tower package and furnish and install a new air-cooled chiller/pump package. Provide minor structural/roofing and electrical work to accommodate the new chiller. Modify the existing control systems to work with the newly installed chiller. Provide other miscellaneous work as indicated on the plans or required to complete the work. Furnish all supervision, labor, materials, tools, equipment, and service necessary and incidental to install all HVAC work and related systems shown on the drawings, indicated in this Specification or necessary to provide a finished installation. The finished installation shall be in perfect working condition and be ready for continuous and satisfactory operation.

The project is to be substantially completed within forty-five (45) consecutive calendar days of the Notice to Proceed; however, here are contract provisions to pause the contract schedule for the chiller to be procured and manufactured. The Engineer's estimate was \$700,00. The County can assess liquidated damages in the sum of two hundred fifty (\$250) dollars for each consecutive day that the project is not completed.

The bid was advertised in the local newspaper, listed on the State of Maryland's "*eMaryland Marketplace Advantage*" website and on the County's web site. Six (6) companies were represented at the pre-bid conference/teleconference. Thirty-six (36) persons/companies registered/downloaded the bid document on-line. Six (6) bids were submitted as indicated on the attached bid tabulation matrix.

DISCUSSION: N/A

FISCAL IMPACT: Funds are available for this project in the amount \$1,276,736 in the Division's Capital Improvement Project (CIP) account 10930-BLD078.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Matrix Tabulation

AUDIO/VISUAL NEEDS: N/A

PUR-1625

CIRCUIT COURT CHILLER REPLACEMENT

Item No.	Description:	American Combustion Industries Glenn Dale, MD	Flo-Tron Contracting Inc. Hunt Valley, MD	Mick's Plumbing & Heating, Inc. Thurmont, MD
1	Circuit Court Chiller Replacement	\$674,330.00	\$624,456.00	\$728,219.00

Item No.	Description:	Musser Mechanical, Inc. Mercersburg, PA	Patapsco Mechanical LLC Hanover, MD	R.H. Lapp & Sons, Inc. Cumberland, MD
1	Circuit Court Chiller Replacement	\$643,300.00	\$660,000.00	\$644,900.00

Remarks / Exceptions:

Flo-Tron Contracting Inc. – 1. All rigging work assumed to be on Saturday; crane will require street closure. 2. Street closure permit and traffic control has been included.

Musser Mechanical, Inc. – If not a wage scale project – DEDUCT \$15,000.00.

Bids Due: August 2, 2023



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-23-0129) One (1) Caterpillar Lift Truck for the Highway Department

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department; Zane Rowe, Deputy Director, Highway Department

RECOMMENDED MOTION: Move to authorize by Resolution, the Highway Department to purchase one (1) Caterpillar GP45N1 Lift Truck from Weise USA, Inc., of Baltimore, MD. The purchase price of the forklift is \$67,619 and to utilize another jurisdiction's contract (#091520-MCF) that was awarded by Sourcewell to Mitsubishi Caterpillar Forklift America, Inc.

REPORT-IN-BRIEF: The Highway Department is requesting to purchase one (1) Caterpillar GP45N1 lift truck to replace a lift truck that is twenty-five (25) years old and exceed the County's Vehicle and Equipment Types and Usage Guidelines. The County's replacement guidelines for industrial lift truck are recommended at a ten (10) year economic life cycle. The replaced lift truck will not be sold on GovDeals, Inc.

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 party to the original contract. Sourcewell took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this service in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with direct cost savings in the purchase of this service because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that the Sourcewell solicitation provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$75,000 are budgeted in the Highway Department's Capital Improvement Plan (CIP) account EQP042.

CONCURRENCES: N/A

ALTERNATIVES:

1. Process a formal bid and the County could possibly incur a higher cost for the purchase, or
2. Do not award the purchase of the lift truck.

ATTACHMENTS: Weise's quote dated August 8, 2023; Resolution

AUDIO/VISUAL NEEDS: N/A



QUOTATION PREPARED FOR

Customer: Washington County Highway
 Contact: Jack Reynard

 Address: 601 Northern Avenue
 Hagerstown, MD 21742
 Phone: 2403132722
 Quote#: QUO-139464-G3X5P9-2

PREPARED BY

Date: Tuesday, August 8, 2023
 Sales Rep: Joseph Davis
 Address: 3051 Washington Blvd Ste C
 Baltimore, MD 21230

 Mobile:
 Fax: 410-644-6753

CATERPILLAR MODEL: GP45N1



SOURCEWELL Contract: 091520-MCF
 Atlantic Lift Truck
 3051B Washington Blvd
 Baltimore, MD 21230

QTY	CATEGORY	DESCRIPTION
1	CHASSIS	9,000 lb. Capacity LP Pneumatic Tire Lift Truck
1	MAST	187.0" MFH / 90.0" OAL / 42.0" FFH Triplex. .
1	RATINGS & STANDARDS	UL Approved
1	RATINGS & STANDARDS	EPA Compliant
1	FORKS	2.0" X 6.0" X 48" Hook Type - Pallet
1	POWERTRAIN	GK45 4.5L In line 6 Cylinder LPG Engine
1	POWERTRAIN	Two Forward And One Reverse Speed Transmission
1	CARRIAGE	71.0" Wide Hook Type Carriage
1	DRIVE WHEELS / TIRES	Air Filled Pneumatic Dual Drive Tires
1	WARRANTY	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
1	STEER WHEELS / TIRES	Air-Filled Pneumatic Steer Tires
1	LOAD BACKREST	48" High Load Backrest
1	HYDRAULIC ACTIVATION	4-Section Valve With Cowl Mounted Levers
1	HYDRAULIC HOISING	Dual Function Internal Hosing - Triplex Mast
1	HYDRAULIC SYSTEM	Load Bearing Clamp Lockout
1	OVERHEAD GUARD	Standard Overhead Guard - 90.5" To Top
1	OVERHEAD GUARD COVER	Thermoformed Overhead Guard Cover
1	PRODUCTIVITY	Engine Protection System



1	PRODUCTIVITY	Fuel Saver Mode
1	PRODUCTIVITY	Ground Speed Control
1	SPECIAL APPLICATIONS	Dual Element Air Cleaner
1	WARNING / LIGHT	Electronic Back-up Alarm
1	WARNING / LIGHT	Two Forward LED Working Lights - OHG Mounted
1	WARNING / LIGHT	Rear LED Stop/Tail/Back-up Combination Lights
1	WARNING / LIGHT	Rear LED Working Light
1	WARNING / LIGHT	LED Turn Signals
1	WARNING / LIGHT	Amber Strobe Light - Mounted Below OHG
1	SEAT	Full Suspension Vinyl Seat
1	ACCESSORIES	Orange Seat Belt
1	ACCESSORIES	Rubber Floor Mat
1	ACCESSORIES	Operator Convenience Tray With Clipboard Holder
1	ACCESSORIES	Fire Extinguisher - OHG Mounted
1	ACCESSORIES	Dual Panoramic Rear View Mirror Kit
1	OTHER EQUIPMENT	Cascade Non-Sideshifting Fork Positioner 100k-FPS-B05
1	OTHER EQUIPMENT	Fork Positioner Freight
1	OTHER EQUIPMENT	Fork Positioner Install
1	OTHER EQUIPMENT	Terminate 4th Function Carriage For Barrel Clamp

UNITS:	1
PRICE PER UNIT:	\$71,119
TOTAL:	\$71,119

FREIGHT: FOB FACTORY

PROPOSAL SUMMARY

EQUIPMENT DESCRIPTION	UNITS	PER UNIT	TOTAL
Caterpillar GP45N1 - 9,000 lb. Capacity LP Pneumatic Tire Lift Truck	1	\$71,119	\$71,119
Trade-In Tailift Forklift			(\$3,500)
TOTAL INVESTMENT:	1		\$67,619

Attachments

- Drum Clamp: You can use your current drum clamp. We will be able to get a new spec plate from the factory
- Fork Extensions: We have to get a new set of extensions in order to get factory approval
 - o 7" x 90" Heavy Duty Fork Extensions: **\$1750**
 - o 4000# @ 45" Load Center
 - Extension capacity, not necessarily the machine capacity with extensions
- Tow Hitch: Haugen Fork Mounted Receiver
 - o Locks around forks with heel pins. Much more secure than bolt clamps
 - o Does not include ball or receiver tube
 - o **\$1900**





BY SIGNING THIS PROPOSAL ("ORDER"), UNDERSIGNED AGREES TO PAY FOR AND AUTHORIZES WIESE TO PROCEED WITH THE SALE OF PRODUCTS AND SERVICES DESCRIBED IN THIS PROPOSAL, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS

Order Approved and Accepted by:
Washington County Highway

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE ACCEPTED

WIESE TERMS AND CONDITIONS

PROPOSAL VALIDITY PERIOD: Unless otherwise indicated on the proposal, written proposals by Wiese USA, Inc. shall expire automatically seven (7) days after the date appearing on the proposal unless Wiese USA, Inc. receives and accepts Customer's order within that period.

STANDARD TERMS: Net 10 days, subject to credit approval. Lease rates are subject to credit approval/documentation. Freight, surcharges, and applicable taxes may apply. Wiese Terms and Conditions are subject to change.

CANCELLATION OR CHANGES : Customer agrees to pay costs and expenses, up to 100% of the order value, incurred as a result of any cancellation or change.

WARRANTY: To the extent permitted, Wiese will pass to Customer any applicable manufacturer's warranty of the Products, and makes no other warranties express or implied. Used Equipment is sold "as is" unless noted otherwise in this proposal.

MISCELLANEOUS: Customer represents that it shall possess and will maintain all applicable and required permits, licenses, approvals, registrations, consents and certificates.

ENTIRE AGREEMENT: This Order constitutes the entire agreement between the parties. Any modification must be made in writing and approved by both parties. Any service work to be performed by Wiese is subject to separate terms and conditions.

RESOLUTION NO. RS-2023-

(Intergovernmental Cooperative Purchase [INTG-23-0129] One [1] Caterpillar Lift Truck for the Highway Department)

RECITALS

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

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

The Highway Department seeks to purchase one (1) Caterpillar GP45N1 Lift Truck from Weise USA, Inc., of Baltimore, Maryland, at a total cost of \$67,619, and to utilize another jurisdiction's contract (#091520-MCF) that was awarded by Sourcewell to Mitsubishi Caterpillar Forklift America, Inc.

Eliminating the County's bid process will result in administrative and cost savings for the Highway Department. The County will benefit with direct cost savings because of the economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Highway Department is hereby authorized to purchase one (1) Caterpillar GP45N1 Lift Truck from Weise USA, Inc., of Baltimore, Maryland, and to utilize another jurisdiction's contract (#091520-MCF) that was awarded by Sourcewell to Mitsubishi Caterpillar Forklift America, Inc.

Adopted and effective this 26th day of September, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Kirk C. Downey
County Attorney

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



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-23-0131) One (1) Mack Chassis/Cab with a Dump Body for the Highway Department

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department; Zane Rowe, Deputy Director, Highway Department

RECOMMENDED MOTION: Move to authorize by Resolution, the Highway Department to purchase one (1) Mack chassis/cab with a dump body from Baltimore Potomac Truck Centers of Bladensburg, MD. The cost of each truck is \$277,810 and to utilize another jurisdiction's contract (#060920-MAK) that was awarded by Sourcewell to Baltimore Potomac Truck Centers.

REPORT-IN-BRIEF: The Highway Department is requesting to purchase one (1) dump truck to replace a vehicle that is fourteen (14) years old and exceed the County's Vehicle and Equipment Types and Usage Guidelines. The County's replacement guidelines for vehicles greater than 33,000 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced vehicles will be advertised on GovDeals.com for auctioning.

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

The County will benefit with direct cost savings in the purchase of this service because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that the Sourcewell solicitation provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount \$277,750 are budgeted in the Highway Department's Capital Improvement Plan (CIP) account EQP042.

CONCURRENCES: N/A

ALTERNATIVES:

1. Process a formal bid and the County could possibly incur a higher cost for the purchase, or
2. Do not award the purchase of the dump trucks.

ATTACHMENTS: Baltimore Potomac Truck Centers quote; Resolution

AUDIO/VISUAL NEEDS: N/A



8/29/23

CUSTOMER PURCHASE ORDER

Washington County Maryland (Member ID #18599)

100 W. Washington St.

Hagerstown, MD 21740

Baltimore Potomac Truck Centers provides the following vehicle(s) for your consideration.

One (1) New/Unused Mack Granite 42FR, MP7 375 HP Engine, Allison 4500RDS Transmission with 10' J&J Dump Body, Plow and Accessories provided by J&J Truck Bodies:

	Per One Unit (1)
Sourcewell Discount Factor	62.82% of List
Chassis Price	\$ 140,595
Sourced Goods	\$ 135,420
Added Protection Plans	\$ 1,795
<i>Engine Plan 2 60/250</i>	
<i>EATS 60/250</i>	
<i>Starter/Alternator 60/300</i>	
Total	\$ 277,810

This vehicle(s) is available under the Sourcewell (Formerly known as NJPA) Contract Number 060920-MAK. Please reference this Contract Number on all Purchase Number.

Sincerely,

Scott Parker

Dir. Of Government Sales – Baltimore Potomac Truck Centers

RESOLUTION NO. RS-2023-

(Intergovernmental Cooperative Purchase [INTG-23-0131] One [1] Mack Chassis/Cab with a Dump Body for the Highway Department)

RECITALS

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

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

The Highway Department seeks to purchase one (1) Mack chassis/cab with a dump body from Baltimore Potomac Truck Centers, of Bladensburg, Maryland, at a total cost of \$277,810, and to utilize another jurisdiction's contract (#060920-MAK) that was awarded by Sourcewell to Baltimore Potomac Truck Centers.

Eliminating the County's bid process will result in administrative and cost savings for the Highway Department. The County will benefit with direct cost savings because of the economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Highway Department is hereby authorized to purchase one (1) Mack chassis/cab with a dump body from Baltimore Potomac Truck Centers, of Bladensburg, Maryland, at a total cost of \$277,810, and to utilize another jurisdiction's contract (#060920-MAK) that was awarded by Sourcewell to Baltimore Potomac Truck Centers.

Adopted and effective this 26th day of September, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Kirk C. Downey
County Attorney

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



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1633) – Bulk Delivery of Road Salt

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department, and Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the contract for the purchase and delivery of Bulk Road Salt to the responsible, responsive bidder, Morton Salt, Inc. of Chicago, IL who submitted the price of \$79.41 per ton.

REPORT-IN-BRIEF: On August 16, 2023, the County issued an Invitation to Bid (ITB) for Bulk Road Salt. The salt will be purchased on an as-needed basis to be used on county-maintained roads for snow and ice control. The County uses an average of fifteen thousand (15,000) tons of road salt annually. The contract period is to tentatively begin October 1, 2023, and end April 30, 2024. The above recommendations are for the County's requirements only; the City of Hagerstown shall make its award independently from the County. The County guarantees neither a minimum/maximum quantity of bulk road salt to be purchased under this contract.

The Invitation to Bid was published in the local newspaper, on the County web site, and on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" web site. Twenty-Four (24) persons/companies registered/downloaded the bid document on-line. On September 13, 2023, a total of seven (7) bids were received.

DISCUSSION: N/A

FISCAL IMPACT: Funding in the amount of \$791,000 is available in the department's FY'24 operating budget account 586025-20-20030.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Matrix Tabulation

AUDIO/VISUAL NEEDS: N/A

PUR-1633
Bulk Delivery of Road Salt

	Cargill, Incorporated - Salt, Road Safety North Olmsted, OH	CBY Enterprises, Inc. Linthicum, MD	Clean Cuts Lawn Care, LLC Cavetown, MD	Deicing Depot, LLC Deerfield Beach, FL
Bulk Road Salt (per ton - delivered)	\$88.57	\$91.00	\$94.70	\$83.75

	Eastern Salt Co., Inc. Lowell, MA	Mid-Atlantic Salt, LLC Gladwyne, PA	Morton Salt, Inc. Chicago, IL
Bulk Road Salt (per ton - delivered)	\$85.85	\$96.00	\$79.41

Remarks/Exceptions:

CBY Enterprises Inc. - Non-Responsive - required use of documents provided within the solicitation were not completed.

Mid-Atlantic Salt, LLC - Some deliveries may occur within 2 business days. Our general delivery guideline is 3 - 5 business days. We will work as quickly as possible with respect to weather conditions and order size. We recommend ordering as early as possible and not waiting until the last minute with regard to snow events. Under no circumstances will we pay liquidated damages or any other additional costs.



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-23-0132) – Personal Protective Equipment (PPE) for Division of Emergency Services

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department; Eric Jacobs, Operations Manager, Division of Emergency Services.

RECOMMENDED MOTION: Move to authorize by Resolution, for the approval of the purchase of (63) sixty-three sets of Personal Protective Equipment (PPE) (coats and pants) for the Division of Emergency Services from Municipal Emergency Services of Rockville, MD at the contracted unit prices based on the contract awarded by the Fairfax County, VA contract (Solicitation #4400010661); Honeywell Morning Pride Coats 49 @ \$2,368.06 = \$ 116,034.94, Honeywell Morning Pride Coats 14 @ \$ 2,397.90 = \$33,570.60 and Honeywell Morning Pride Pants 63 @ \$1,563.10 = \$ 98,475.30; for the total sum of \$ 248,080.84.

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 in the amount of \$311,890.00 is available in the department's FY'24 operating budget 599999-10-11525.

CONCURRENCES: David Hays, Director Emergency Services

ALTERNATIVES: N/A

ATTACHMENTS: Municipal Emergency Services Quote# QT1735304, dated 8/30/2023 and Resolution No. RS-2023



(877) 637-3473

Quote

Quote # QT1735304
Date 08/30/2023
Expires 10/13/2023
Sales Rep Dunn, William
Shipping Method FedEx Ground
Customer WASHINGTON COUNTY DES (MD)
Customer # C242423

Bill To

Eric Jacobs
WASHINGTON COUNTY (MD) DES
16232 ELLIOTT PKWY
WILLIAMSPORT MD 21795-4083
United States

Ship To

Eric Jacobs
WASHINGTON COUNTY (MD) DES
16232 ELLIOTT PKWY
WILLIAMSPORT MD 21795-4083
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
HFRP Tail Coat	MDWASH00023		MDWASH00023 HFRP Tail Coat Morning Pride coat (ZIPPER CLOSURE), as per Washington County spec ID# MDWASH00023. List price is \$3407.28.	49	\$2,368.06	\$116,034.94
HFRP Tail Coat	MDWASH00029		MDWASH00029 HFRP Tail Coat Morning Pride coat (HOOK&DEE CLOSURE), as per Washington County spec ID# MDWASH00029. List price is \$3450.22.	14	\$2,397.90	\$33,570.60
HFRP Tail Pant	MDWASH00022		MDWASH00022 HFRP Tail Pant Morning Pride pant, as per Washington County spec ID# MDWASH00022. List price is \$2249.06.	63	\$1,563.10	\$98,475.30

Pricing is per Fairfax County contract # 4400010661.
Honeywell- 30.5%

Subtotal	\$248,080.84
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$248,080.84

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

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.



QT1735304

RESOLUTION NO. RS-2023-

(Intergovernmental Cooperative Purchase [INTG-23-0132] Personal Protective Equipment [PPE] for Division of Emergency Services)

RECITALS

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

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

The Division of Emergency Services seeks to purchase sixty-three (63) sets of Personal Protective Equipment (PPE) (coats and pants) from Municipal Emergency Services of Rockville, Maryland, at the contracted unit prices based on the contract awarded by the Fairfax County, Virginia, contract (Solicitation #4400010661). The PPE is individually priced as follows: Honeywell Morning Pride Coat, \$2,368.06 (x49); Honeywell Morning Pride Coat \$2,397.90 (x14); and Honeywell Morning Pride Pant \$1,563.10 (x63); for a total cost of \$248,080.84.

Eliminating the County's bid process will result in administrative and cost savings for the Division of Emergency Services. The County will benefit from direct cost savings because of the economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Division of Emergency Services is hereby authorized to purchase sixty-three (63) sets of PPE from Municipal Emergency Services of Rockville, Maryland, at the contracted unit prices based on the contract awarded by the Fairfax County, Virginia, contract (Solicitation #4400010661).

Adopted and effective this ____ day of September, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Kirk C. Downey
County Attorney

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



Agenda Report Form

Open Session Item

SUBJECT: Maryland Connected Devices Program – Approval to Submit Grant Application, Accept Award, and Enter into Subrecipient Agreement upon Award

PRESENTATION DATE: September 26, 2023

PRESENTATION BY: Rachel Souders, Office of Grant Management, and Jenny Bakos, Washington County Free Library

RECOMMENDED MOTION: Move to approve submission of a grant application to the Department of Housing and Community Development (DHCD) for the Maryland Connected Devices Program, accept award, and subsequently enter into a Subrecipient Agreement with the Washington County Free Library.

REPORT-IN-BRIEF: The State of Maryland has appropriated \$30 million for the DHCD to support the Office of Statewide Broadband in its efforts to assist in digital equity and inclusion efforts in Maryland. Maryland's Connected Devices Program is intended to provide new, internet-enabled Chromebooks to families who are most at need.

DISCUSSION: Household eligibility is determined by using the Federal Poverty Guidelines. Based on the number of qualifying households in Washington County and the funding available for this program, the Office of Grant Management is requesting approval to submit a grant application requesting up to 7,000 devices to be distributed throughout the County, as well as a \$6 per device stipend to help cover the costs associated with distribution.

If awarded, the County will enter into a Subrecipient Agreement with the Washington County Free Library (WCFL). The WCFL will be responsible for receiving, storing, and distributing the Chromebooks.

FISCAL IMPACT: No County funds are required.

CONCURRENCES: Jenny Bakos, Executive Director, Washington County Free Library

ALTERNATIVES: Deny approval to submit application.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Agriculture – Faces of Farming Presentation

PRESENTATION DATE: Tuesday, September 26, 2023

PRESENTATION BY: Leslie Hart, Business Development Specialist, Department of Business and Economic Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: “Faces of Farming” is an agricultural-focused video marketing campaign that will showcase two local Washington County farms every month, for one year. The “Faces of Farming” marketing videos will be showcased on the County’s website, as well as Facebook and other social media platforms, and will target a new industry and highlight a local farmer from that specific agricultural industry. Additionally, the Faces of Farming marketing campaign will be utilized in Washington County Public Schools as an agricultural education element focused on kindergarten to Fifth grade students to connect Washington County youth directly with local farms.

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

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Yes - Faces of Farming Videos: Houser’s Produce Farm of Sharpsburg and Windy Springs Farms, Smithsburg Maryland