Derek Harvey Wayne K. Keefer Randall E. Wagner

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

# BOARD OF COUNTY COMMISSIONERS August 13, 2024 OPEN SESSION AGENDA

9:00 AM	INVOCATION AND PLEDGE OF ALLEGIANCE CALL TO ORDER, <i>President John F. Barr</i> APPROVAL OF MINUTES: <i>July 23, 2024</i>
9:05 AM	COMMISSIONERS' REPORTS AND COMMENTS
9:15 AM	STAFF COMMENTS
9:20 AM	CITIZEN PARTICIPATION
9:30 AM	2024 HOUSING BOND ALLOCATION TRANSFER Jill Baker, Director, Planning and Zoning
9:40 AM	SEX OFFENDER COMPLIANCE AND ENFORCEMENT MARYLAND GRANT – APPROVAL TO ACCEPT AWARDED FUNDING Cody Miller, Quartermaster/Grants Manager, Washington County Sheriff's Office; Nicole Phillips, Senior Grant Manager, Grant Management
9:45 AM	SOLID WASTE ENVIRONMENTAL MONITORING BUDGET INCREASE David A. Mason, Deputy Director, Solid Waste
9:50 AM	BID AWARD (PUR -1690) SLUDGE HAULING Brandi Naugle, Buyer, Purchasing; Mark Bradshaw, Director, Environmental Management
9:55 AM	INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0149) TWO (2) NEW 2024 FORD TRANSIT VANS Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director, Highway Department
	INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0150) TWO (2) NEW 2024 CATERPILLAR ROLLERS Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director, Highway Department
	INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0148) ONE (1) NEW BRUSH CHIPPER Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director, Highway Department

# 10:05 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0147) ONE (1) NEW ALTEC TELESCOPIC AERIAL UNIT

Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director, Highway Department

BID AWARD (PUR-1702) FOUR (4) 2024 CAM 22 FOOT EQUIPMENT HAULER TRAILERS

Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director, Highway Department

SOLE SOURCE PROCUREMENT (PUR-1705) FIRE HOUSE SOFTWARE AGREEMENT FOR DIVISION OF EMERGENCY SERVICES

Rick Curry, Director, Purchasing; R. David Hays, Director, Emergency Services

# 10:15 AM COLLECTIVE BARGAINING MEMORANDUM OF UNDERSTANDING (MOU) – AFSCME

Chip Rose, Director, Human Resources

#### 10:25 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 individual.

(1) These topics include the discussion of confidential personnel matters

- Discussion of hiring recommendation for Office of Grants Management Director
- Discussion of hiring forthcoming open position within County
- Discussion of hiring positions in Division of Emergency Services
- Discussion of personnel complaint investigation.
- Discussion of applicants/seek consensus to appoint or reappoint individuals to fill open positions on Agricultural Land Preservation Advisory Board.
- Discussion of hiring additional County personnel. In addition to being a confidential personnel matter. The nature of the hiring, if discussed in open session, would put the County at a negotiating disadvantage.

To consult with counsel to obtain legal advice on a legal matter. (7) Board has requested legal advice on negotiating strategy for contract of sale. Providing legal advice in open session would deprive Board of attorney/client privilege and put Board in inferior bargaining position.

• Provide legal advice and options to Board pertaining to negotiation strategy for potential contract of sale.)

#### 11:40 AM RECONVENE IN OPEN SESSION

**ADJOURNMENT** 



#### Board of County Commissioners of Washington County, Maryland

#### Agenda Report Form

#### Open Session Item

**SUBJECT:** 2024 Housing Bond Allocation Transfer

PRESENTATION DATE: August 13, 2024

PRESENTATION BY: Jill Baker, Director, Department of Planning and Zoning

**RECOMMENDED MOTION:** Move to approve the transfer of Washington County's 2024 Housing Bond Allocation in the amount of \$6,807,063.00 to the Community Development Administration for use in issuing housing bonds on behalf of Washington County.

**REPORT-IN-BRIEF:** Each year the State of Maryland invites local governments to partner in a statewide bond pool for first time homebuyers. The pool allows counties to transfer their housing bond allocation to the State to issue bonds to fund housing programs. Washington County has traditionally used this allocation to participate in the Maryland Mortgage Program (MMP).

**DISCUSSION:** Washington County has been transferring its housing bond allocation to the Community Development Administration (CDA) annually since at least 2007. Income limits for MMP participants in FY 2024 were between \$124,500 and \$174,300 depending on family size. The MD DHCD reports purchasing activity in Washington County as 64 units in 2021 (\$11,650,118), 64 units in 2022 (\$11,771,075) and 62 units (\$13,794,610) in 2023. Targeted areas in Washington County are within Hagerstown city limits.

FISCAL IMPACT: No cost to Washington County

CONCURRENCES: n/a

**ALTERNATIVES:** If there is no transfer there will be less money available to make housing loans to Washington County applicants from the Maryland Mortgage Program.

ATTACHMENTS: Letter to MD Department of Housing and Community Development

AUDIO/VISUAL NEEDS: n/a



# DEPARTMENT OF PLANNING & ZONING COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

August 13, 2024

Kamili Jamal Brown
Single Family Housing
Community Development Administration
Department of Housing & Community Development
7800 Harkins Road, Room 367
Lanham, Maryland, 20706

Dear Mr. Brown:

Pursuant to Sections 13-801 through 13-807 of the Financial Institutions Article of the Maryland Annotated Code, Washington County hereby irrevocably transfers to the Community Development Administration, for use in issuing housing bonds or mortgage credit certificates on behalf of this jurisdiction, 100% of its total \$6,807,063 tax-exempt housing bond allocation as set forth in 2024 allocation of the Maryland State Ceiling made by the Secretary of Commerce pursuant to the Article.

Sincerely,

John F. Barr, Chairperson

Board of County Commissioners of Washington County,

Maryland

#### Certificate of Counsel

This transfer of a tax-exempt bond allocation is duly authorized and executed and constitutes the valid, binding and irrevocable act of Washington County, Maryland.

Zachary Kieffer, County Attorney Washington County, Maryland

100 West Washington Street, Suite 2600 | Hagerstown, MD 21740 | P: 240.313.2430 | F: 240.313.2431 | TDD: 7-1-1

#### Board of County Commissioners of Washington County, Maryland

#### Agenda Report Form

#### **Open Session Item**

**SUBJECT:** Sex Offender Compliance and Enforcement Maryland Grant – Approval to Accept Awarded Funding

PRESENTATION DATE: August 13, 2024

**PRESENTATION BY:** Cody Miller, Quartermaster/Grants Manager, Washington County Sheriff's Office and Nicole Phillips, Sr. Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the acceptance of funding awarded under the FY25 Sex Offender Compliance and Enforcement Maryland Grant Program from the Governor's Office of Crime Prevention and Policy in the amount of \$29,719.

**REPORT-IN-BRIEF:** The Washington County Sheriff's Office has been awarded \$29,719 from the FY25 Sex Offender Compliance and Enforcement Maryland (SOCM) Grant Program.

**DISCUSSION:** The FY25 Sex Offender Compliance and Enforcement Maryland (SOCM) Grant Program provides funding for the salaries of two part-time civilian employees, who assist the Sex Offender Registrar with the registration/re-registration of sex offenders, while also conducting compliance checks of employment and home addresses.

The Office of Grant Management has reviewed the grant funding guidelines. Matching funds or in-kind support is not required for this program. This grant is annually recurring and there are no unusual conditions or requirements attached to the acceptance of the grant.

**FISCAL IMPACT:** Will provide the Washington County Sherriff's Office with \$29,719 for costs associated with the Sex Offender Registration Program.

**CONCURRENCES:** Kelcee Mace, Chief Financial Officer

**ALTERNATIVES:** Deny acceptance of funds

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS: N/A** 

#### Board of County Commissioners of Washington County, Maryland

#### Agenda Report Form

#### **Open Session Item**

**SUBJECT:** Solid Waste Environmental Monitoring Budget Increase

PRESENTATION DATE: August 13, 2024

**PRESENTATION BY:** David A. Mason, P.E., Deputy Director, Division of Environmental Management, Department of Solid Waste.

**RECOMMENDED MOTION(S):** Motion to approve increases for the Consultant fees for the Environmental Monitoring Program for the various Solid Waste Sites.

**REPORT-IN-BRIEF:** As of July 1, 2024, the Maryland Department of the Environment has changed the Monitoring and Reporting requirements. The new regulations now require testing for PFAS/PFOS (Per- and polyfluoroalkyl substances), known as the "Forever Chemicals" for all sites for groundwater and surface water. For Washington County this testing includes:

40 West Landfill: Semi Annual Resh Road Landfill: Semi-Annual City/County Landfill: Annual

Rubble Landfill: Semi-Annual Hancock Landfill: Semi-Annual Kaetzel Transfer Station: Annual

**DISCUSSION:** Overall cost will increase a total of \$66,735.83 (74.68%). Cost increases are due to the additional testing required for the PFAS/PFOS of which are more expensive and new equipment that is required for the testing. All equipment must be PFAS free materials.

FISCAL IMPACT: \$66,735.83 by reducing various department line items to keep it budget neutral for FY25

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Letter From MDE, FY24 and FY25 Monitoring Costs.

**AUDIO/VISUAL TO BE USED:** N/A



Wes Moore, Governor Aruna Miller, Lt. Governor

Serena McIlwain, Secretary Suzanne E. Dorsey, Deputy Secretary

January 2, 2024

#### Dear Facility Operator:

The Maryland Department of the Environment ("Department") is providing this notice as to a change in monitoring and reporting requirements. As of July 1, 2024, the Department will require all facilities conducting monitoring regulated under Code of Maryland Regulations (COMAR) 26.04.07.09, 26.04.07.17, 26.04.07.20 and/or 40 CFR Part 258 to analyze for PFOA, PFOS, PFHxS, PFNA, PFBS, and HFPO-DA (commonly referred to as a GenX Chemical). This requirement applies to all of the monitoring wells and surface water points in your network, and also sampling of leachate being collected at your facility on the same frequency.

There are multiple methods available to reliably measure and quantify the six PFAS at or below their proposed MCLs. The EPA Methods used are 533, 537.1, 8327, and/or 1633. The analysis used shall meet a practical quantitation limit of 2 ppt for all PFAS parameters. The enclosed Table I and Table II shall replace the existing Table I and Table II in the current facility permit.

As of July 1, 2024, you will be required to utilize EPA Method 533, 537.1, 8327, and/or 1633 (or equivalent) to analyze for PFOA, PFOS, PFHxS, PFNA, PFBS, and HFPO-DA. Please add these requirements to your facility monitoring plan.

If you are unable to comply with the July 1, 2024 deadline or have questions concerning this matter, please contact Andrew Grenzer, Chief, Solid Waste Operations Division, at (410) 537-3315 or andrew.grenzer@maryland.gov.

Sincerely,

Andrew Grenzer, Chief

Solid Waste Operations Division

Enclosure

cc: Tyler Abbott, Director, Land and Materials Administration (LMA)

Brian Coblentz, Chief, Solid Waste Compliance Division (SWCD), SWP/LMA

FY 2024 Cost/Site							
		21030 - Resh Road La	andf	fill			
Item	Event	Description	U	Init Price	Estimated Occurrence	Т	otal Price
1	Resh Road Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	4 surface water samples/12 ground water samples	\$	9,376.20	2	\$	18,752.41
2	Resh Road Landfill - Lump Sum – Gas Monitoring Event:	8 probes (2 multi- level)	\$	209.35	4	\$	837.39
				Total	Cost for Site	\$	19,589.80
		21040 - Rubble Lan	dfil	1			
1	Rubble Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	3 surface water samples/13 ground water samples	\$	8,322.26	2	\$	16,644.51
2	Rubble Landfill - Lump Sum  – Domestic Ground Water  Monitoring Event:	3 well samples	\$	1,478.05	1	\$	1,478.05
3	Rubble Landfill - Lump Sum  – Gas Monitoring Event:	9 probes	\$	208.06	1	\$	208.06
Total Cost for Site						\$	18,330.62
		21050 - City/County L	and	fill			
1	City/County Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	2 surface water samples/5 ground water samples	\$	5,235.81	1	\$	5,235.81
2	City/County Landfill - Lump Sum – Gas Monitoring Event:	5 probes, 3 Buildings	\$	208.06	4	\$	832.24
				Total	Cost for Site	\$	6,068.05
		21020 - 40 West Lar	ndfil	1			
1	40 West Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	3 surface water samples/19 ground water samples	\$	12,401.17	2	\$	24,802.34
2	40 West Landfill - Lump Sum – Domestic Ground Water Monitoring Event:	8 well samples	\$	5,849.37	1	\$	5,849.37
3	40 West Landfill - Lump Sum – Gas Monitoring Event:	8 probes, 3 buildings	\$	242.31	4	\$	969.23
	Total Cost for Site \$ 31,620.9						
		21060 - Hancock La	ndfi	11			

1	Hancock Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	0 surface water samples/3 ground water samples	\$	4,462.20	2	\$	8,924.39
2	Hancock Landfill - Lump Sum – Gas Monitoring Event:	15 probes (3 multi- level), 1 Building	\$	213.41	4	\$	853.65
				Total	Cost for Site	\$	9,778.04
		21100 - Transfer Sta	tion	S			
3	Kaetzel Transfer Station - Lump Sum - Surface and Ground Water Monitoring	0 surface water samples/1 ground water samples	\$	3,354.59	1	\$	3,354.59
4	Kaetzel Transfer Station - Lump Sum – Gas Monitoring Event:	6 probes, 1 Building	\$	309.26	2	\$	618.52
Total Cost for Sites							3,973.10
	TOTAL PROPOSAL AMOUNT						

Costs do not include change orders for additional testing/sampling or the construction or abandonment of any monitoring wells or monitoring probes.

FY 2025 Cost/Site								
21030 - Resh Road Landfill								
Item	Event	Description	J	Jnit Price	Estimated Occurrence	Т	otal Price	
1	Resh Road Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	4 surface water samples/12 ground water samples	\$	16,773.00	2	\$	33,546.00	
2	Resh Road Landfill - Lump Sum – Gas Monitoring Event:	8 probes (2 multi- level)	\$	203.25	4	\$	813.00	
				Total	Cost for Site	\$	34,359.00	
		21040 - Rubble Lan	dfil	1				
1	Rubble Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	3 surface water samples/13 ground water samples	\$	16,744.00	2	\$	33,488.00	
2	Rubble Landfill - Lump Sum  – Domestic Ground Water  Monitoring Event:	3 well samples	\$	1,435.00	1	\$	1,435.00	
3	Rubble Landfill - Lump Sum  – Gas Monitoring Event:	9 probes	\$	202.00	1	\$	202.00	
Total Cost for Site						\$	35,125.00	
		21050 - City/County L	anc	lfill				
1	City/County Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	2 surface water samples/5 ground water samples	\$	9,086.00	2	\$	18,172.00	
2	City/County Landfill - Lump Sum – Gas Monitoring Event:	5 probes, 3 Buildings	\$	202.00	4	\$	808.00	
				Total	Cost for Site	\$	18,980.00	
		21020 - 40 West Lar	ndfi	11				
1	40 West Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	3 surface water samples/19 ground water samples	\$	22,554.50	2	\$	45,109.00	
2	40 West Landfill - Lump Sum – Domestic Ground Water Monitoring Event:	8 well samples	\$	5,679.00	1	\$	5,679.00	
3	40 West Landfill - Lump Sum – Gas Monitoring Event:	8 probes, 3 buildings	\$	235.25	4	\$	941.00	
	Total Cost for Site \$ 51,729.00							
		21060 - Hancock La	ndfi	11				

1	Hancock Landfill - Lump Sum - Surface and Ground Water Monitoring Event:	0 surface water samples/3 ground water samples	\$	5,616.50	2	\$	11,233.00
2	Hancock Landfill - Lump Sum – Gas Monitoring Event:	15 probes (3 multi- level), 1 Building	\$	203.25	4	\$	813.00
				Total	Cost for Site	\$	12,046.00
	21100 - Transfer Stations						
3	Kaetzel Transfer Station - Lump Sum - Surface and Ground Water Monitoring	0 surface water samples/1 ground water samples	\$	3,256.88	1	\$	3,256.88
4	Kaetzel Transfer Station - Lump Sum – Gas Monitoring Event:	6 probes, 1 Building	\$	300.25	2	\$	600.50
Total Cost for Sites							3,857.38
	TOTAL PROPOSAL AMOUNT						

Costs do not include change orders for additional testing/sampling or the construction or abandonment of any monitoring wells or monitoring probes.

#### Board of County Commissioners of Washington County, Maryland

#### Agenda Report Form

#### Open Session Item

**SUBJECT**: Bid Award (PUR-1690) Sludge Hauling

PRESENTATION DATE: August 13, 2024

**PRESENTATION BY**: Brandi Naugle, CPPO, Buyer, Purchasing Department; Mark Bradshaw, Division Director of Environmental Management

**RECOMMENDED MOTION:** Move to award the contract for Sludge Hauling services for the Division of Environmental Management to the lowest responsible, responsive bidder, A.C & T., Inc., of Hagerstown, MD who submitted the total sum bid of \$133,050.

**REPORT-IN-BRIEF:** The Invitation to Bid (ITB) was advertised on the State of Maryland's "eMaryland MarketPlace Advantage" website and on the County's website, and in the local newspaper. Eighteen (18) persons/companies registered/downloaded the bid document on-line, and two bids were received. The Contract period shall be for a one-year period tentatively commencing September 1, 2024, with an option by the County to renew for up to two (2) additional consecutive one (1) year periods.

The work consists of hauling liquid sludge from the Smithsburg WwTP, Winebrenner WwTP, and Antietam WwTP to the Conococheague WwTP. The contractor shall have a minimum of two (2) serviceable vehicles capable of transporting liquid sludge. There is a current haul average of 14,000 gallons per week from Smithsburg WwTP, 6,000 gallons per week from Winebrenner, and 13,000 gallons per week from Antietam. No guarantees as to the minimum or maximum number of services required during the period of this Contract will be made. Services will be on an as-needed basis.

**DISCUSSION: N/A** 

FISCAL IMPACT: Funds are available in the department's operating budget account 590030-42-

42120

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

**AUDIO/VISUAL NEEDS: N/A** 

## PUR-1690 Washington County Sludge Hauling

				A.C.&T. Co., Inc. Hagerstown, MD		The Julian Companies Incorporated dba JCI Environmental Waldorf, MD		
Item No.	Description:	Unit of Measure	Qty	Unit Price	Total Price	Unit Price	Total Price	
1	Smithsburg WwTP - One (1) Trip	Trip	122	\$450.00	\$54,900.00	\$494.94	\$60,382.68	
2	Winebrenner WwTP - One (1) Trip	Trip	52	\$525.00	\$27,300.00	\$494.94	\$25,736.88	
3	3 Antietam WwTP - One (1) Trip Trip 113				\$50,850.00	\$494.94	\$55,928.22	
TOTAL SUM BID (Items No. 1 through 3 above)			\$133,050.00		\$142,047.78			

## Remarks / Exceptions:

A.C.&T. Co, Inc. - The above pricing is based upon utilizing the existing sludge pumps at the treatment plants to load the tanker and allows one hour maximum each to load and unload the tanker.

1

## $Board\ of\ County\ Commissioners\ of\ Washington\ County,\ Maryland$

#### Agenda Report Form

#### **Open Session Item**

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-24-0149) Two (2) New 2024 Ford Transit Vans

PRESENTATION DATE: August 13, 2024

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

**RECOMMENDATION:** Move to authorize by Resolution, the Highway Department to purchase two (2) new Ford Transit Passenger Vans in the amount of \$54,974 each; for the total sum of \$109,948 from Hertrich Fleet Services, Inc., of Milford, DE and to utilize another jurisdiction's contract (#4400004546) that was awarded by Howard County, MD to Hertrich Fleet Services.

**REPORT-IN-BRIEF:** The Highway Department is requesting to purchase two (1) new 2024 Ford Transit Passenger Vans to replace two 2014 vans that exceeds the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guideline in 2001. The County's replacement guidelines for less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced vehicle will be sold on GovDeals.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) 1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a part to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the vehicle in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from the direct cost savings in the purchase of this vehicle because of the economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the vehicle by utilizing the Howard County, MD contract and eliminating our county's bid process would result in administrative and cost savings for the Highway Department and Purchasing Department in preparing specifications.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$1,201,000 are budgeted in the department's Capital Improvement Budget (CIP) EQP042.

**CONCURRENCES:** Division Director

**ATTACHMENTS:** Hertrich Fleet Services quote.

# Hertrich fleet services, inc

1427 Bay Road

Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

June 21, 2024

Jack Reynard Washington County

I am pleased to provide a quote for a 2024 Ford Transit 12 Passenger Van, priced per the Howard County, Maryland Contract #4400004546, equipped as follows:

998/44U 3.5 L TIVCT V6 Engine & 10 Speed Automatic Transmission  Preferred Equip Group 301A XL Trim  235/65R16 BSW Tires  AM/FM Bluetooth  Back Up Camera  X7L 3.73 LS  15C Wheel Liner  20C 9500 # GVWR  425 50 State Emissions  16E Vinyl Flooring  53B HD Trl Tow Pkg  544 Long Power Heated Mirror  67C Upfitter Pkg  53K Modified Wiring System  63E Dual Batteries  67E Large Center Console  87E Aux Fuse Panel  67D Brake Controller  68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	
301A Preferred Equip Group 301A XL Trim 235/65R16 BSW Tires  AM/FM Bluetooth Back Up Camera  X7L 3.73 LS  15C Wheel Liner 20C 9500 # GVWR 425 50 State Emissions  16E Vinyl Flooring 53B HD Trlr Tow Pkg 544 Long Power Heated Mirror  67C Upfitter Pkg 53K Modified Wiring System 63E Dual Batteries 67E Large Center Console 87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass  MSRP: \$	
235/65R16 BSW Tires  AM/FM Bluetooth  Back Up Camera  X7L 3.73 LS  15C Wheel Liner  20C 9500 # GVWR  425 50 State Emissions  16E Vinyl Flooring  53B HD Trlr Tow Pkg  544 Long Power Heated Mirror  67C Upfitter Pkg  53K Modified Wiring System  63E Dual Batteries  67E Large Center Console  87E Aux Fuse Panel  67D Brake Controller  68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	
AM/FM Bluetooth Back Up Camera  X7L 3.73 LS  15C Wheel Liner 20C 9500 # GVWR  425 50 State Emissions  16E Vinyl Flooring 53B HD Trlr Tow Pkg 544 Long Power Heated Mirror  67C Upfitter Pkg 53K Modified Wiring System 63E Dual Batteries 67E Large Center Console 87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass  MSRP: \$	
Back Up Camera  X7L 3.73 LS  15C Wheel Liner  20C 9500 # GVWR  425 50 State Emissions  16E Vinyl Flooring  53B HD Trlr Tow Pkg  544 Long Power Heated Mirror  67C Upfitter Pkg  53K Modified Wiring System  63E Dual Batteries  67E Large Center Console  87E Aux Fuse Panel  67D Brake Controller  68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	
X7L 3.73 LS  15C Wheel Liner  20C 9500 # GVWR  425 50 State Emissions  16E Vinyl Flooring  53B HD Trlr Tow Pkg  544 Long Power Heated Mirror  67C Upfitter Pkg  53K Modified Wiring System  63E Dual Batteries  67E Large Center Console  87E Aux Fuse Panel  67D Brake Controller  68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	
15C Wheel Liner 20C 9500 # GVWR  425 50 State Emissions  16E Vinyl Flooring 53B HD Trlr Tow Pkg 544 Long Power Heated Mirror 67C Upfitter Pkg 53K Modified Wiring System 63E Dual Batteries 67E Large Center Console 87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass  MSRP: \$	
20C 9500 # GVWR  425 50 State Emissions  16E Vinyl Flooring  53B HD Trlr Tow Pkg  544 Long Power Heated Mirror  67C Upfitter Pkg  53K Modified Wiring System  63E Dual Batteries  67E Large Center Console  87E Aux Fuse Panel  67D Brake Controller  68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	\$325
425 50 State Emissions  16E Vinyl Flooring  53B HD Trlr Tow Pkg  544 Long Power Heated Mirror  67C Upfitter Pkg  53K Modified Wiring System  63E Dual Batteries  67E Large Center Console  87E Aux Fuse Panel  67D Brake Controller  68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	\$295
16E Vinyl Flooring 53B HD Trlr Tow Pkg 544 Long Power Heated Mirror 67C Upfitter Pkg 53K Modified Wiring System 63E Dual Batteries 67E Large Center Console 87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass  MSRP: \$	N/C
53B HD Trlr Tow Pkg 544 Long Power Heated Mirror 67C Upfitter Pkg 53K Modified Wiring System 63E Dual Batteries 67E Large Center Console 87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass  MSRP: \$	N/C
544 Long Power Heated Mirror  67C Upfitter Pkg  53K Modified Wiring System  63E Dual Batteries  67E Large Center Console  87E Aux Fuse Panel  67D Brake Controller  68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	STD
67C Upfitter Pkg 53K Modified Wiring System 63E Dual Batteries 67E Large Center Console 87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass MSRP: \$	\$485
53K Modified Wiring System 63E Dual Batteries 67E Large Center Console 87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass MSRP: \$	\$220
53K Modified Wiring System 63E Dual Batteries 67E Large Center Console 87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass MSRP: \$	\$610
67E Large Center Console  87E Aux Fuse Panel  67D Brake Controller  68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	N/C
87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass MSRP: \$	N/C
87E Aux Fuse Panel 67D Brake Controller 68J Ex Length Running Boards 86F 2 Additional Keys 92E Privacy Glass  MSRP: \$	N/C
68J Ex Length Running Boards  86F 2 Additional Keys  92E Privacy Glass  MSRP: \$	N/C
86F 2 Additional Keys 92E Privacy Glass  MSRP: \$	\$230
86F 2 Additional Keys 92E Privacy Glass  MSRP: \$	\$655
92E Privacy Glass  MSRP: \$	\$75
MSRP: \$	\$500
	59,990
Hertrich fleet Disc (\$	55,016)
	54,974
	09,948

Please contact me with any questions, changes or to place an order. Thank you.

Respectfully submitted, John Worrall

"A Member of the Hertrich Family of Automobile Dealerships"

#### **RESOLUTION NO. RS-2024-**

# (Intergovernmental Cooperative Purchase [INTG-24-0149] Two [2] New 2024 Ford Transit Vans)

#### **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 is requesting to purchase two (2) new Ford Transit Passenger Vans in the amount of \$54,974 each, for the total sum of \$109,948, from Hertrich Fleet Services, Inc., of Milford, Delaware, and to utilize another jurisdiction's contract (#4400004546) that was awarded by Howard County, Maryland, to Hertrich Fleet Services.

Eliminating the County's bid process will result in administrative and cost savings for the County. 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 two (2) Ford Transit Passenger Vans for the total sum of \$109,948, from Hertrich Fleet Services, Inc., of Milford, Delaware, and to utilize another jurisdiction's contract (#4400004546) that was awarded by Howard County, Maryland, to Hertrich Fleet Services.

Adopted and effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
	BY:
Dawn L. Marcus, County Clerk	John F. Barr, President
Approved as to form	
and legal sufficiency:	Mail to:
	Office of the County Attorney
	100 W. Washington Street, Suite 1101
Zachary J. Kieffer	Hagerstown, MD 21740
County Attorney	



#### Board of County Commissioners of Washington County, Maryland

#### Agenda Report Form

#### **Open Session Item**

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-24-0150) Two (2) New 2024 Caterpillar Rollers

PRESENTATION DATE: August 13, 2024

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

**RECOMMENDATION:** Move to authorize by Resolution, the Highway Department to purchase two (2) new Caterpillar CB 1.7 Rollers in the amount of \$32,297 each; for the total sum of \$74,594 from Carter Machinery Co., Inc., of Baltimore, MD and to utilize another jurisdiction's contract (#0601222-CAT) that was awarded by Sourcewell to Carter Machinery Co., Inc.

**REPORT-IN-BRIEF:** The Highway Department is requesting to purchase two (2) new 2024 Caterpillar Rollers to replace two rollers that exceeds the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guideline in 2001. The County's replacement guidelines for less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced vehicle will be sold on GovDeals.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) 1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a part to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the vehicle in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from the direct cost savings in the purchase of this vehicle because of the economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the vehicle by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative and cost savings for the Highway Department and Purchasing Department in preparing specifications.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$1,201,000 are budgeted in the department's Capital Improvement Budget (CIP) EQP042.

**CONCURRENCES:** Division Director

**ATTACHMENTS:** Carter Machinery Co, Inc. quote.



June 17, 2024

WASHINGTON COUNTY HIGHWAY 601 NORTHERN AVENUE HAGERSTOWN, MARYLAND 21742 ATTENTION: MR. JACK REYNARD

**RE: Quote 203801-01 REVISED** 

Mr. Reynard,

We would like to offer the same terms and conditions as the Sourcewell Contract #0601222-CAT for the purchase of

#### (1) NEW 2024 CATERPILLAR CB 1.7 ROLLER

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. If there are any questions, please do not hesitate to contact me.

Regards,

Brent D. Stewart

Brent D. Stewart Key Account Manager - Governmental Carter Machinery Co. Inc. 443-764-7692 Brent\_stewart@cartermachinery.com

MACHINE SPECIFICATIONS	
Description	Reference No
CB1.7 03A UTILITY COMPACTOR	568-7901
LANE 3 ORDER	0P-9003
ENGINE, CAT C1.1	564-0665
MUFFLER, STD	485-6082
OIL, HYD, STANDARD	485-6087
DRUM, STANDARD	485-6202
LIGHTS, ROADING AND WORKING	485-6090
SEAT, ADJ VINYL W/SEAT SWITCH	485-6186
ROPS, FOLDABLE	485-6085
PRODUCT LINK, CELLULAR PL641	590-9114
INSTRUCTIONS, ANSI	485-6081
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LIGHT, BEACON	485-6189
GUARD, ROADING LIGHTS	485-6096
MIRROR, REAR VIEW	625-3871

CATERPILLAR LIST PRICE	\$44,871.00
SOURCEWELL DISCOUNT OF 20% OFF OF LIST PRICE	<u>-8,974.00</u>
CALE DOLGE	635 005 00
SALE PRICE	\$35,897.00
3 YEAR / 3000 HOUR TOTAL MACHINE WARRANTY W/TTM	1,400.00
TOTAL SALE PRICE	\$37,297.00
TOTAL SALE PRICE FOR (2) UNITS	\$74,594.00

• TTM = TRAVEL TIME AND MILEAGE

#### **RESOLUTION NO. RS-2024-**

#### (Intergovernmental Cooperative Purchase [INTG-24-0150] Two [2] New 2024 Caterpillar Rollers)

#### **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  $\S_1$ -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 is requesting to purchase two (2) new Caterpillar CB 1.7 Rollers at \$32,297 each, for a total sum of \$74,594, from Carter Machinery Co., Inc., of Baltimore, Maryland, and to utilize another jurisdiction's contract (#0601222-CAT) that was awarded by Sourcewell to Carter Machinery Co., Inc.

Eliminating the County's bid process will result in administrative and cost savings for the County. 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 two (2) new Caterpillar CB 1.7 Rollers for a total of \$74,594, from Carter Machinery Co., Inc., of Baltimore, Maryland, and to utilize another jurisdiction's contract (#0601222-CAT) that was awarded by Sourcewell to Carter Machinery Co., Inc.

Adopted and effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

Commented [AW1]: Caterpillar Inc. for 060122-CAT

**Commented [AW2]:** Don't know if this is true from materials provided

Commented [AW3]: Caterpillar Inc. for 060122-CAT

Commented [AW4]: Same as comment above

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND BY:				
Dawn L. Marcus, County Clerk	John F. Barr, President				
Approved as to form and legal sufficiency:	Mail to: Office of the County Attorney 100 W. Washington Street, Suite 1101				
Zachary J. Kieffer County Attorney	Hagerstown, MD 21740				



### $Board\ of\ County\ Commissioners\ of\ Washington\ County,\ Maryland$

#### Agenda Report Form

#### **Open Session Item**

SUBJECT: Intergovernmental Cooperative Purchase (INTG-24-0148) One (1) New Brush Chipper

PRESENTATION DATE: August 13, 2024

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

**RECOMMENDATION:** Move to authorize by Resolution, the Highway Department to purchase one (1) new Vermer Brush Chipper in the amount of \$61,223.71 from Vermeer All Roads of Baltimore, MD and to utilize another jurisdiction's contract (#031721-VRM) that was awarded by Sourcewell to Vermeer All Roads.

**REPORT-IN-BRIEF:** The Highway Department is requesting to purchase one (1) new Vermeer brush chipper to replace a 1997 brush chipper that exceeds the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guideline in 2001. The County's replacement guidelines for less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced brush chipper will be sold on GovDeals.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) 1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a part to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the vehicle in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from the direct cost savings in the purchase of this vehicle because of the economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the vehicle by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative and cost savings for the Highway Department and Purchasing Department in preparing specifications.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$1,201,000 are budgeted in the department's Capital Improvement Budget (CIP)-EQP042.

**CONCURRENCES:** Division Director

**ATTACHMENTS:** Vermeer All Roads 'quote.



# EQUIPPED TO **DO MORE**.º

Quotation

Date: 6/5/2024
Expiration Date: 9/30/2024

Purchase Order:

Bill To: Washington Co Roads

Jack Reynard 601 Northern Ave Hagerstown, MD 21740

**Mobile:** 240-313-2722

Ship To: Washington Co Roads

Jack Reynard 601 Northern Ave Hagerstown, MD 21740

Remit to Address: PO BOX 69561, Baltimore, MD 21264-9561

Email: jreynard@washco-md.net



Contract #031721-VRM

Please review the below quote for your consideration.

Qty	Product Name	Product Details			Net Total
1	VERMEER BC1200XL15VP	15VP, 115HP, ORI GAS			\$58,967.71
		<b>STOCK NUMBER:</b> V047461 <b>SN:</b> 1VRD14AD8R1051177			
1	Freight and Prep				\$2,256.00
				Machine Freight and Prep Subtotal <b>Grand Total</b>	\$58,967.71 \$2,256.00 \$61,223.71 <b>\$61,223.71</b>
				Total Due	\$61,223.71
	5.11		Accepted by:		
Joel	Piller		Date:		





**DUAL HORIZONTAL OFFSET FEED ROLLERS.** Improve performance by aggressively grabbing and feeding material to the drum. The offset helps the upper feed roller climb over big logs or material with lots of branches and forks.



**EASILY LIFTS HEAVY MATERIAL.** An optional winch allows operators to move large logs effortlessly. The 150' (45.7 m) winch line can handle logs up to 2000 lb (907.2 kg) and can be used to lift the log onto the feed table.



**ELECTRONIC FUEL INJECTION ENGINE.** With improved fuel economy, the 135 horsepower (101 kW) Power Solutions International (PSI) engine allows for more efficient working conditions and boosts engine response under load.



A CLUTCHLESS PTO SYSTEM. Avoids premature wear to the belt-drive system by preventing high-speed engagement of the cutter drum. The throttle is integrated with the belt drive to help ensure the PTO can be engaged only while the engine is at low speed.



**EXTENDED WARRANTY.** The 3-year/ 3000-hour extended limited warranty on drum housing, cutter drum, shaft and ring-fetter hubs offers you peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.



#### ECOIDLE™ ENGINE CONTROL SYSTEM.

When the Ecoldle function is selected by the operator, the engine speed automatically lowers to a preset rpm after 1 minute or 5 minutes of inactivity to help reduce fuel consumption when not chipping material. Due to this idling, noise and greenhouse emissions are also reduced.

Vermeer













# **BC1200**XL GAS BRUSH CHIPPER

#### **GENERAL**

Length: 168" (426.7 cm) Width: 79" (200.7 cm) Height: 103" (261.6 cm)

Weight (with winch): 6450 lb (2925.7 kg)

Weight: 5680 lb (2576.4 kg)

#### **ENGINE**

Make/Model: PSI 4.XL Electronic Fuel Injection

Horsepower: 135 hp (101 kW)

Max torque: 258 ft-lb (349.8 Nm) @1400 rpm

Fuel type: Gasoline Number of cylinders: 6 Cooling medium: Liquid

#### FEED SYSTEM

Chipping capacity (max): 13.3" (33.8 cm) Infeed opening height: 32" (81.3 cm) Infeed opening width: 52" (132.1 cm)

Feed roller orientation: Dual horizontal offset

Feed table height: 32" (81.3 cm) Feed speed (max): 110 fpm

Feed roller dimensions (upper roller): 15" (38.1 cm) diameter x

17" (43.2 cm)

Feed roller dimensions (lower roller): 11.1" (28.2 cm) diameter x

17" (43.2 cm)

#### **CUTTING SYSTEM**

Drum dimensions: 20" diameter x 20" wide (50.8 cm x 50.8 cm)

Drum speed: 2000 rpm Knives: Two A8 chipper steel Bedknife: Four usable edges

#### CAPACITIES/ELECTRICAL

Fuel tank: 25 gal (94.6 L) Hydraulic tank: 12 gal (45.4 L)

System voltage: 12 V

Lights: LED brake, turn, tail, license, side indicators

#### CHASSIS/BRAKES

Frame: 7" x .25" (17.8 cm x .6 cm) Z-channel Tires (option 1): ST235/80/R16 Load Range E Tires (option 2): ST285/75/R16 Load Range E

Axle/Suspension: 7000 lb (3175.2 kg) rubber torsion

Electrical brakes with breakaway switch

#### **OPTIONS**

**Extended warranty** 

Special paint

Planned maintenance

Vermeer Confidence Plus® asset protection program

**NOTES:** 

Vermeer

EQUIPPED TO **DO MORE** 

logo, Ecoldle, Equipped to Do More and Vermeer Confidence Plus are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries. PSI is a trademark of Power Solutions International Inc



SIGNATURE

# **Equipment Credit Application**

# Please email back to Financing@allroads.com

or fax to 704-583-4188

Albany, NY • (800) 333-4183 Hopkinton, MA • (800) 333-4183 Seymour, CT • (800) 333-4183 Medina, OH • (888) 213-3544 Findlay, OH • (888) 213-8338 Cranberry Twp, PA • (888) 213-8340 Annapolis Jct., MD • (800) 492-1274 Manassas, VA • (877) 661-6566 Roanoke, VA • (844) 837-6337 Ashland, VA • (800) 552-2074 Garner, NC • (888) 883-7633 Charlotte, NC • (800) 768-3444

PRINTED NAME

TITLE

Colfax, NC • (888) 993-9344 Summerville, SC • (800) 850-4710 Simpsonville, SC • (800) 246-4307

Company:		Phone:	
Address:		Fax:	
City, State, Zip:			
County (for Sales Tax):	Type of Entity: Sole	Proprietor: LLC: Corporation:	(state of inc)
SSN / EIN#:	_ Sales Tax Exempt: Y _	N (If yes, attach tax certificate) Years in	Business:
No Employees: Ty	pe of Business: P.O. Required:	Y 🗆 - N 🗔	
Primary Officers Information: (List a	additional officer information on a se	eparate sheet if necessary)	
Name:	Title:	Social Security #	
Address:	City, St.	Zip:	
Phone	Mobile	E-mail Address:	
Driver's License: State	License #	Date of Birth:	
Insurance Information: Company:		Phone #:	
Address:		Agent Name:	
Bank / Finance References: (List a	dditional bank or finance company r	references on a separate sheet)	
Bank	City:	State Phone #:	
Acct #:	Contact name	Loan Activity: Y	- N □
Trade References:			
1. Name	City	Phone	Fax
2. Name	City	Phone	Fax
3. Name	City	Phone	Fax
suppliers to verify said information and givundersigned represents that he has the au as binding as an originally signed and deliver the undersigned hereby consent(s) to VEI worthiness of the undersigned as principal credit application. The undersigned hereb release of bank and trade information on the	e additional requested information to thority to sign this Agreement on be- vered document.  RMEER use of a non-business consisted (s), proprietor(s) and/or guarantor(s) authorize(s) Vermeer and it's assine undersigned from time to time in as (an) individual(s) hereby knowing C 1681 ct seq.	mer is solvent: and authorizes and directs the above-in o VERMEER MID ATLANTIC, LLC ("VERMEER") upon chalf of the Customer and that a signed facsimile copy of sumer credit report on the undersigned in order to furthers) in connection with the extension of business credit as igns (assignees, designees, sources) to obtain a consult connection with the extension or continuation of the burgly consent to the use of such credit report consistent of the constant of the constant of the use of such credit report consistent of the undersigned in order to further the undersigned in order to	request. The if this agreement shall be er evaluate the credit contemplated by this mer credit report and the siness credit represented
DATED: (x)			

#### **RESOLUTION NO. RS-2024-**

(Intergovernmental Cooperative Purchase [INTG-24-0148] One [1] New Brush Chipper)

#### **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."

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The Highway Department is requesting to purchase one (1) new Vermeer Brush Chipper in the amount of \$61,223.71 from Vermeer All Roads of Baltimore, Maryland, and to utilize another jurisdiction's contract (#031721-VRM) that was awarded by Sourcewell to Vermeer All Roads.

Eliminating the County's bid process will result in administrative and cost savings for the County. 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) new Vermeer Brush Chipper in the amount of \$61,223.71 from Vermeer All Roads of Baltimore, Maryland, and to utilize another jurisdiction's contract (#031721-VRM) that was awarded by Sourcewell to Vermeer All Roads.

Adopted and effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
	BY:
Dawn L. Marcus, County Clerk	John F. Barr, President
Approved as to form	
and legal sufficiency:	Mail to:
	Office of the County Attorney
	100 W. Washington Street, Suite 1101
Zachary J. Kieffer	Hagerstown, MD 21740
County Attorney	



#### Board of County Commissioners of Washington County, Maryland

#### Agenda Report Form

#### **Open Session Item**

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-24-0147) One (1) New Altec Telescopic Aerial Unit

PRESENTATION DATE: August 13, 2024

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

**RECOMMENDATION:** Move to authorize by Resolution, the Highway Department to purchase one (1) new Altec Telescopic Aerial Truck in the amount of \$205,412 from Altec Industries, Inc., of Birmingham, AL and to utilize another jurisdiction's contract (#110421-ALT) that was awarded by Sourcewell to Altec Industries, Inc.

**REPORT-IN-BRIEF:** The Highway Department is requesting to purchase one (1) new Altec Telescopic Aerial unit to replace a 1992 unit that exceeds the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guideline in 2001. The County's replacement guidelines for less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced vehicle will be sold on GovDeals.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) 1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a part to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the vehicle in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from the direct cost savings in the purchase of this vehicle because of the economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the vehicle by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative and cost savings for the Highway Department and Purchasing Department in preparing specifications.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$1,201,000 are budgeted in the department's Capital Improvement Budget (CIP)-EQP042.

**CONCURRENCES:** Division Director

**ATTACHMENTS:** Altec Industries, Inc. quote.



Quote Number: 1413706 Opportunity Number: 23012739 Sourcewell Contract #: 110421-ALT

Date: 6/5/2024

Quoted for: Board of County Commissioners of Washington

**Customer Contact: Jack Reynard** 

Phone: / Email: 240-675-1237 / jreynard@washco-md.net

Quoted by: Stuart Paul Northup Jr

Phone: / Email: 919-523-0120 / paul.northup@altec.com

Altec Account Manager: Rich Held

Sourcewell

REFERENCE ALTEC MODEL		Price
LR856RM	Overcenter Articulating Aerial Device (Insulated)	\$222,368

#### (A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	LR856RM-US58	58' Boom Height (LR858-RM)	\$8,018

#### (A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$843
2	CG	Cab Guard	\$4,298
		SOURCEWELL OPTIONS TOTAL:	\$235,527

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Altec Steel Flat Bed Body Only	-\$10,702
4	BODY & CHASSIS ACC	Horizontal Cone Holder, Fire Extinguisher	\$1,110
5	ELECTRICAL		\$0
6	FINISHING		\$0
7	CHASSIS	2025 Freightliner M2-106 4x2 Diesel	-\$8,360
8	OTHER	Altec Model Year Price Adjustment	-\$22,798
		OPEN MARKET OPTIONS TOTAL:	-\$40.750

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$194,777.00

Delivery to Customer: \$1,304.00

Extended Warranty: \$9,331.00 TOTAL FOR UNIT/BODY/CHASSIS: \$205,412.00

(C.)	<b>ADDITIONAL ITEMS</b> (items	are not included in total above)	
1			
2			
3			
4			

<sup>\*\*</sup>Pricing valid for 45 days\*\*

#### **NOTES**

**PRICING:** Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**<u>DELIVERY:</u>** No later than <u>4-6</u> months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

**BUILD LOCATION:** Creedmoor, NC

#### **RESOLUTION NO. RS-2024-**

## (Intergovernmental Cooperative Purchase [INTG-24-0147] One [1] New Altec Telescopic Aerial Unit)

#### **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."

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The Highway Department is requesting to purchase one (1) new Altec Telescopic Aerial Truck in the amount of \$205,412 from Altec Industries, Inc., of Birmingham, Alabama, and to utilize another jurisdiction's contract (#110421-ALT) that was awarded by Sourcewell to Altec Industries, Inc.

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Adopted and effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
	BY:
Dawn L. Marcus, County Clerk	John F. Barr, President
Approved as to form	
and legal sufficiency:	Mail to:
	Office of the County Attorney
	100 W. Washington Street, Suite 1101
Zachary J. Kieffer	Hagerstown, MD 21740
County Attorney	



#### Agenda Report Form

#### Open Session Item

SUBJECT: Bid Award (PUR-1702) Four (4) 2024 CAM 22 Foot Equipment Hauler Trailers

PRESENTATION DATE: August 13, 2024

**PRESENTATION BY:** Rick F. Curry, CPPO, Director of Purchasing; Zane Rowe, Deputy Director of Highway Department

**RECOMMENDED MOTION:** Move to award the procurement of four (4) 2024 CAM 22-foot equipment hauler trailers to Trailer Enterprise of Hagerstown, MD in the amount of \$15,500 each; for a total sum cost of \$62,000.

**REPORT-IN-BRIEF:** The Purchasing Department received a request from the Highway Department regarding the procurement. The Highway Department is requesting to purchase four (4) 22' CAM hauler trailers to replace 2000 and 2009 hauler trailers that exceed the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guideline in 2001. The County's replacement guidelines for less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced trailers will be sold on GovDeals.

**FISCAL IMPACT:** Funds in the amount of \$1,201,000 are budgeted in the department's Capital Improvement Budget (CIP) EQP042.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Tabulation Matrix

**AUDIO/VISUAL NEEDS: N/A** 

AllPro Trader Superstore, Inc.
Mechanicsburg, PA

Description	Otry	Unit Price	<b>Total Price</b>
Description	Qty		
2024 8 CAM 20FTT Equipment Hauler Titlt Trailer	4	\$13,000.00	\$52,000.00
Serial			
Model P8CAM22FTT			
GVWR 17,600 LB.			
Empty Weight 4,470 LB.			
Payload 13,130 LB.			
81' Usable Deck Width			
Standard Specs:			
8 D-Ring Tie Down (4 Each Side)			
Wrap Around Tongue			
8K Dexter E-Z Lube <sup>TM</sup> Axles			
Tires 215/75R17 5LRH			
Color "Blue"			
Slipper Spring Suspension			
Electric Brakes (2) Axles			
*Adjustable Hydraulic Cusion Cyliner			
Diamond Plate Fenders			
Stake Pockets (8)			
**Steel Toolbox w/Lockable Lid			
Oak - 2X Deck			
4-Bolt Adjustable Hitch Plate			
Pintal Ring Type Coupler			
(2) Banjo Eye Tie Downs			
Solar Charged Breakaway W/Zip <sup>TM</sup> Cable			
12K Bolt-On Drop-Leg Jack			
Sealed Wiring Harness			
7-Way RV Plug			
Safety Chains			
Led Lights - Rubber Mounted			
Epoxy Primer			
PPG Polyurethane Paint Finish			
Three Year Warranty			
Upgrade: Power Up/Power Down Deck Option		\$1,875.00	\$7,500.00
Upgrade: Bolt-On Hydraulic 12K Jack		\$1,500.00	\$6,000.00
Upgrade: Add 2' of Deck Length (22' Total)			
Upgrade: Mud Flaps		\$90.00	\$360.00
Upgrade: Color Blue		\$210.00	\$840.00
Discount on 4 Trailer Purchasse		, - 2.2.2	, - 10100
Tax # on File			
*Full Total See bottom of Remarks		TOTAL	\$66,700.00

## **Remarks/Exceptions:**

AllPro Trader Superstore, Inc.

Quotes shall not include state sales tax

Quote shall include FREIGHT FOB destination 601 Northern Avenue,

Hagerstown, MD 21742

Delivery of fully completed transfer to WashCo shall be complete in less than 90-dasy after Notice to Proceed (NTP), eg., received date of WashCo purchase order

\*\*Tax exemption number 3000129-2 (tax exempt certificate available on demand)

PAYMENT TERMS NET 30 days with approved purchase order

\$250 per trailer / \$1,000 Total

Quote of trailer:

Sixty Seven Thousand Seven Hundred Dollars (\$67,700)

Bobcat of Frederick
Frederick, MD

Dogovintion	04	I rederick, iv.	Total Duice
Description	Qty	Unit Price	Total Price
2024 8 CAM 20FTT Equipment Hauler Titlt Trailer	4		
Serial Madal DSCAM22ETT		¢12.000.00	¢ 6 2 000 00
Model P8CAM22FTT		\$13,000.00	\$52,000.00
GVWR 17,600 LB.			
Empty Weight 4,470 LB.			
Payload 13,130 LB.			
81' Usable Deck Width			
Standard Specs:			
8 D-Ring Tie Down (4 Each Side)		\$25.00	\$100.00
Wrap Around Tongue			
8K Dexter E-Z Lube <sup>TM</sup> Axles			
Tires 215/75R17 5LRH			
Color "Blue"			
Slipper Spring Suspension			
Electric Brakes (2) Axles			
*Adjustable Hydraulic Cusion Cyliner			
Diamond Plate Fenders			
Stake Pockets (8)			
**Steel Toolbox w/Lockable Lid			
Oak - 2X Deck			
4-Bolt Adjustable Hitch Plate			
Pintal Ring Type Coupler			
(2) Banjo Eye Tie Downs			
Solar Charged Breakaway W/Zip <sup>TM</sup> Cable			
12K Bolt-On Drop-Leg Jack			
Sealed Wiring Harness			
7-Way RV Plug			
Safety Chains			
Led Lights - Rubber Mounted			
Epoxy Primer			
PPG Polyurethane Paint Finish			
Three Year Warranty			
,			
Upgrade: Power Up/Power Down Deck Option		\$1,875.00	\$7,500.00
Upgrade: Bolt-On Hydraulic 12K Jack		\$1,562.50	\$6,250.00
Upgrade: Add 2' of Deck Length (22' Total)			
Upgrade: Mud Flaps		\$93.75	\$375.00
Upgrade: Color Blue		\$218.75	\$875.00
Discount on 4 Trailer Purchasse			
Tax # on File			
		TOTAL	\$67,100.00

### **Remarks/Exceptions:**

AllPro Trader Superstore, Inc.

Quotes shall not include state sales tax

Quote shall include FREIGHT FOB destination 601 Northern Avenue,

Hagerstown, MD 21742

Delivery of fully completed transfer to WashCo shall be complete in less than 90-dasy after Notice to Proceed (NTP), eg., received date of WashCo purchase order \*\*Tax exemption number 3000129-2 (tax exempt certificate available on demand)

PAYMENT TERMS NET 30 days with approved purchase order

Quote of trailer:

Sixty Seven Thousand One Hundred Dollars (\$67,100)

		Trailer Enterprises	
		Hagerstown	ı, MD
Description	Qty	<b>Unit Price</b>	Total Price
2024 8 CAM 20FTT Equipment Hauler Titlt Trailer	4		\$62,712.00
Serial			
Model P8CAM22FTT			
GVWR 17,600 LB.			
Empty Weight 4,470 LB.			
Payload 13,130 LB.			
81' Usable Deck Width			
Standard Specs:			
8 D-Ring Tie Down (4 Each Side)			
Wrap Around Tongue			
8K Dexter E-Z Lube <sup>TM</sup> Axles			
Tires 215/75R17 5LRH			
Color "Blue"			
Slipper Spring Suspension			
Electric Brakes (2) Axles			
*Adjustable Hydraulic Cusion Cyliner			
Diamond Plate Fenders			
Stake Pockets (8)			
**Steel Toolbox w/Lockable Lid			
Oak - 2X Deck			
4-Bolt Adjustable Hitch Plate			
Pintal Ring Type Coupler			
(2) Banjo Eye Tie Downs			
Solar Charged Breakaway W/Zip <sup>TM</sup> Cable			
12K Bolt-On Drop-Leg Jack			
Sealed Wiring Harness			
7-Way RV Plug			
Safety Chains			
Led Lights - Rubber Mounted			
Epoxy Primer			
PPG Polyurethane Paint Finish			
Three Year Warranty			
ř			
Upgrade: Power Up/Power Down Deck Option			
Upgrade: Bolt-On Hydraulic 12K Jack			
Upgrade: Add 2' of Deck Length (22' Total)			
Upgrade: Mud Flaps			<b>4515</b> 00
Upgrade: Color Blue			-\$712.00
Discount on 4 Trailer Purchase			
Tax # on File			
		TOTAL	\$62,000.00



#### Agenda Report Form

#### Open Session Item

**SUBJECT:** Sole Source Procurement (PUR-1705) Fire House Software Agreement for Division of Emergency Services

PRESENTATION DATE: August 13, 2024

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing; R. David Hays, Director, Division of Emergency Services (DES)

**RECOMMENDED MOTION:** Move to authorize a Sole Source procurement of a Maintenance Software Agreement for the Division of Emergency Services for Auto-Cad software updates and upgrades in the amount of \$99,730.94.74 from ESO Solutions, Inc. of Dallas, TX.

**REPORT-IN-BRIEF:** This is a maintenance agreement for the ESO Software platform which is utilized by County fire and EMS (volunteer and career) for fire incident reporting.

DES wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

This request requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

**DISCUSSION:** This software is a necessary tool to ensure that accurate and factual NFIRS complaint documentation of fire, rescue and EMS incidents can be completed.

**FISCAL IMPACT:** Funds in the amount of \$103,140 are available in account 515180-10-93130 for this procurement.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** ESO Solutions, Inc., quote

**AUDIO/VISUAL NEEDS: N/A** 



Please send payments to: ESO Solutions, Inc. PO Box 738310 Dallas, TX 75373-8310

# **Invoice**

Date: Invoice # 6/1/2024 ESO-142151

Terms Due Date PO# Net 30 7/1/2024

#### Bill To

Washington Cty Vol Fire & Resc Assoc Washington County Fire & Rescue Assoc. 1501 Pennsylvania Ave Hagerstown MD 21742 United States rick.hemphill@myactv.net

#### Ship To

Washington Cty Vol Fire & Resc Assoc Washington County Fire & Rescue Assoc. Hagerstown MD 21742 US

Item	From	To	QΤΥ	UOM	List Amount	Discount	Total
RMS Bundle - ESO Fire Incidents Includes Auto EHR-import or Auto-CAI	7/1/2024 D import, fede	6/30/2025 ral NFIRS data	25 reporting,	Stations software upda	USD \$20,619.76 ates and upgrades.	USD \$1,030.99	USD \$19,588.77
RMS Bundle - ESO Properties Includes CAMEO integration, Pre-Plan inspections).	7/1/2024 view. Stores p	6/30/2025 roperty and oc	25 cupant his	Stations tory (presence	USD \$6,195.76 e of chemicals and tank	USD \$309.79 is, Incidents, and pi	USD \$5,885.97 revious
RMS Bundle - Personnel  Management  Includes tracking of Training classes,	7/1/2024	6/30/2025	471	Employees	USD \$11,249.63	USD \$562,48	USD \$10,687.15
RMS Bundle - ESO Hydrants Inventory and document testing and s	7/1/2024	6/30/2025	25	Stations	USD \$4,638.63	USD \$231.93	USD \$4,406.70
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies Application for tracking non-response	7/1/2024 activities, inclu	6/30/2025 uding Operatio	25 ns and Coi	Stations mmunity Risk	USD \$3,573.21 Reduction and Daily Lo	USD \$178.66 g.	USD \$3,394.55
Fire Incidents CAD Integration Allows for integration of CAD data into	7/1/2024 o the FIRE appl	6/30/2025 ication. Ongoir	10,000 ng mainter	Incidents ance included	USD \$2,726.36 I. Additional fees from	USD \$0.00 your CAD vendor m	USD \$2,726.36 nay apply.
Fire Umbrella for Incident Reporting Allows for reporting for multiple depa	7/1/2024 rtments to one	6/30/2025 e report.	1		USD \$759.45	USÐ \$0.00	USD \$759.45
Assets-Checklist Bundle Web-based asset management and ap	7/1/2024 oparatus check	6/30/2025 list for Fire and	71 I EMS.	Vehicles	USD \$21,411.99	USD \$0.00	USD \$21,411,99
EMS1 Academy with ESO Integration Track and report EMS training and acc	7/1/2024 ess to CAPCE a	6/30/2025	300 ne courses,	Employees with ESO inte	USD \$17,304.00	USD \$1,731.00	USD \$15,573.00
FireRescue1 Academy with ESO Integration	7/1/2024	6/30/2025	300	Employees	USD \$16,995.00	USD \$1,698.00	USD \$15,297.00

Track and report Fire training and access to online courses following NFPA standards, with ESO integration.



Please send payments to: ESO Solutions, Inc. PO Box 738310 Dallas, TX 75373-8310

ACH/EFT bank information:

Account Number: 577211926

# Invoice

Date: Invoice #

6/1/2024 ESO-142151

Terms **Due Date** PO#

Net 30 7/1/2024

Invoice Message:

JP Morgan Chase

Routing: 111000614

Total (Without Tax):

USD \$99,730.94

Tax:

USD \$0,00

**Grand Total:** 

USD \$99,730.94

Amount Paid/Credit:

USD \$0.00

**Total Recurring:** 

USD \$99,730.94

**Total One-Time:** 

**Invoice Balance:** 

USD \$99,730.94

**Check Remittance lockbox address:** 

ESO Solutions, Inc. PO Box 738310 Dallas, TX 75373-8310

Please submit payment remittances to accountsreceivable@eso.com to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.



For a 3% fee, pay via Card

Direct Card Payment Link: https://app.suitesync.io/payments/acct\_1FelgtGvY2g6ha8S/custinvc/7284662/?amount=10272286.82

Pay via Online Bank Transfer

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct\_1FelqtGvY2g6ha8S/custinvc/7284662/?card=false



#### Agenda Report Form

#### Open Session Item

**SUBJECT:** Collective Bargaining Memorandum of Understanding (MOU) - AFSCME

PRESENTATION DATE: August 13, 2024

PRESENTATION BY: Chip Rose, Director, Human Resources

**RECOMMENDED MOTION**: Move to approve the proposed MOU as presented.

**REPORT-IN-BRIEF:** There were four employee grievances filed by AFSCME in January 2024. The union and Washington County Government have been in discussions to address these grievances. As a result, the parties have agreed to amend and clarify the current Collective Bargaining MOU with the attached MOU.

**DISCUSSION**: Local 2677, Maryland Public Employees Council 3, AFSCME, has been recognized as a collective bargaining agent on behalf of full-time hourly employees in the County Highway Department, Solid Waste Department, Transit Department, Department of Emergency Communications and Water Quality Collections and Maintenance. The County and Local 2677 had a Collective Bargaining MOU agreed to in November 2023. As a result of four grievances filed earlier this year, all parties entered into negotiations to provide clarification through a proposed MOU. The Union has approved the attached MOU. The Board of County Commissioners must now act on the MOU.

FISCAL IMPACT: N/A

**CONCURRENCES:** County Attorney

**ATTACHMENTS:** Proposed Collective Bargaining MOU

#### AGREEMENT

#### between

THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND,

and

# MARYLAND PUBLIC EMPLOYEES COUNCIL 3, AFSCME, AFL-CIO AND ITS LOCAL 2677, AFL-CIO

May 14, 2024

WHEREAS, Maryland Public Employees Council 3, AFSCME, AFL-CIO and its Local 2677, AFL-CIO ("Local 2677") have filed four grievances alleging violations of the July 1, 2023 through June 30, 2024 Collective Bargaining Agreement ('CBA"), copies of which are attached hereto as Exhibits 1 through 4; and

WHEREAS, representatives of Local 2677 and the Board of County Commissioners ("the County") met on February 8, 2024 for the purpose of attempting to resolve these grievances; and

WHEREAS, the Parties desire to resolve this disagreement without resort to litigation,

NOW, THEREFORE, IT IS AGREED by the Parties as follows:

- 1. <u>Seniority List Grievance (Article 8, Section 8.3)</u>: The parties agreed that, no later that 15 days after the execution of this Agreement, the County will share with Local 2677 a list of current bargaining unit employees in Excel format, broken down by name and date of hire. Following receipt of this list, Local 2677 will sort the list by Departmental seniority. After sorting the list by Departmental seniority, Local 2677 will share it with the Director of Human Resources for review and approval. In accordance with Section 8.3 of the CBA, every six months, the County shall provide an updated list of current bargaining unit employees in Excel format, broken down my name and date of hire.
- 2. <u>Multi-Grade Promotion Grievance: (Article 20, Section 20.2):</u> The parties agreed that, in the event that a bargaining unit employee is promoted more than one grade, he or she will move back one less step than the number of grades advanced. For example, if an employee is promoted from a Grade 7 to a Grade 10, which is a three grade increase, they will move back two steps on the scale.
  - 3. Water Quality On-Call (Article 12, Section 12.11): The parties agreed that:
    - a. Two employees shall be on call, and both shall receive the on-call premium (\$20 for regular shifts or \$40 for weekends and holiday shifts).
    - b. On-call employee who fail to respond to a call in a timely manner (within the hour) will be subject to discipline, except when the employee presents evidence of a medical emergency that caused them to fail to timely respond. An employee who fails to timely respond to a call due to a medical emergency will not be paid the on-call premium for that shift.

- c. All Water Quality employees (both Maintenance and Collections) can be scheduled for on call duty. However, at least one of the two on-call employees must be a Collections employee.
- d. Consistent with past practice, employees shall volunteer for on-call assignments. Both bargaining unit and non-bargaining unit employees may volunteer. In the event that there are insufficient volunteers to cover an on-call shift, the Department has the authority to assign employees to cover mandated, on call shifts. Employees shall be selected in order of Departmental seniority, with the least senior employees being chosen first. Non-bargaining unit employees, who accept voluntary on call, will also be mandated when there are no volunteers. Except in an emergency situation, no employee will be mandated a second time until all other eligible employees have been mandated.
- e. In the event there are more volunteers than needed for an on-call shift, employees shall be selected in order of Departmental seniority, with the most senior employees being chosen first.
- f. Consistent with past practice, when evening shift is fully staffed (4 employees) employees on evening shift shall handle on-call duties during the week. When not fully staffed, night shift employees will be provided the first opportunity to accept on call positions during the week.
- 4. In return for the agreements set forth in paragraphs 1 through 3 above, Local 2677 with withdraw the four pending grievances attached as Exhibits 1 through 4.
- 5. The Parties agree that they have full authority to enter this agreement and to make the promises, obligations and considerations contained herein.

IN WITNESS WHEDEOF the Poord of County Commissioners of Workington County

Maryland, and the Maryland Public Employees Council 3, AFSCME, AFL-CIO and Local 2677,					
executed in their respective names and attested by of, 2024.	their duly authorized officers, this <u>54</u> day				
BOARD OF COUNTY COMMISSIONERS	MARYLAND PUBLIC EMPLOYEES				
OF WASHINGTON COUNTY, MARYLAND	COUNCIL 3, AFSCME, AFL-CIO AND LOCAL 2677				
John Barr, President	Samuel Manager of the Control of the				
John Dan, fiediuchi	Samuel Mowery, President				